



CITY OF  
BLOOMINGTON  
COUNCIL MEETING  
DECEMBER 17, 2018



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

Recognize individuals, groups, or institutions publically, as well as those receiving a proclamation, declaring a day, event, or person.

PUBLIC COMMENTS

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

CONSENT AGENDA

All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member, City Manager or Corporation Counsel so requests, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda, which typically begins with Item No. 8.

The City's Boards and Commissions hold Public Hearings prior to some Council 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.

PUBLIC HEARING

Items that require receiving public testimony will be placed on the agenda and noticed as a Public Hearing. Individuals have an opportunity to provide public testimony on those items that impact the community and/or residence.

REGULAR AGENDA

All items that provide the Council an opportunity to receive a presentation ask questions of City Staff, deliberate and seek additional information prior to making a decision.

MAYOR AND ALDERMAN

Mayor, At-Large - Tari Renner

City Aldermen

- Ward 1 - Jamie Mathy
- Ward 2 - Dave Sage
- Ward 3 - Mboka Mwilambwe
- Ward 4 - Amelia Buragas
- Ward 5 - Joni Painter
- Ward 6 - Karen Schmidt
- Ward 7 - Scott Black
- Ward 8 - Diana Hauman
- Ward 9 - Kim Bray

City Manager - Tim Gleason

CITY LOGO DESIGN RATIONALE

The **CHEVRON** Represents:  
Service, Rank, and Authority  
Growth and Diversity  
A Friendly and Safe Community  
A Positive, Upward Movement and  
Commitment to Excellence!

MISSION, VISION, AND  
VALUE STATEMENT

**MISSION**

To lead, serve and uplift the  
City of Bloomington

**VISION**

A Jewel of the Midwest Cities

**VALUES**

Service-Centered,  
Results-Driven,  
Inclusive

STRATEGIC PLAN GOALS

-  Financially Sound City Providing Quality Basic Services
-  Upgrade City Infrastructure and Facilities
-  Grow the Local Economy
-  Strong Neighborhoods
-  Great Place - Livable, Sustainable City
-  Prosperous Downtown Bloomington

# AGENDA



CITY COUNCIL MEETING AGENDA  
CITY HALL COUNCIL CHAMBERS  
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701  
MONDAY, DECEMBER 17, 2018, 6:00 P.M.

1. Call to order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. Recognition/Appointments
6. Public Comment
7. "Consent Agenda"
  - A. Consideration of approving the Minutes of the December 10, 2018 Regular City Council Meeting. *(Recommend the reading of minutes be dispensed and approved as printed.)*
  - B. Consideration of Approving Appointments to Various Boards and Commissions. *(Recommend Michael Rivera Jr. be appointed to the Board of Zoning Appeals, Melissa Libert be appointed to the Cultural Commission, and Catrina Parker be appointed to the Library Board of Trustees.)*
  - C. Consideration of two (2) Intergovernmental Agreements, one with the County of McLean and one with the Town of Normal, regulating use of the Police Range Facility, as requested by the Police Department.  
  
*(Recommend*
    - (1) the Intergovernmental Agreement with the County of McLean be approved, in the amount of \$8,221.98, and the Mayor and City Clerk be authorized to execute the Agreement; and*
    - (2) the Intergovernmental Agreement with the Town of Normal be approved, in the amount of \$8,221.98, and the Mayor and City Clerk be authorized to execute the Agreement.)*
  - D. Consideration of a Resolution approving Executive Session Minutes for partial release to the public, as requested by the City Clerk's Office. *(Recommend the Resolution approving the partial release of Executive*

*Session Minutes outlined on Schedule A, and the Minutes listed on Schedule B not be released to the public due to the need for continued confidentiality, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

- E. Consideration of an Ordinance approving and accepting from the Bloomington and Normal Water Reclamation District a Water Main Easement located in Normal, north of Division Street and west of Main Street on part of Parcels 14-33-128-019 and 14-33-151-009, dated July 9, 2018, as requested by the Public Works Department. *(Recommend the Ordinance approving and accepting from the Bloomington and Normal Water Reclamation District a Water Main Easement located in Normal, north of Division Street and west of Main Street on part of Parcels 14-33-128-019 and 14-33-151-009, dated July 9, 2018 be approved, and the Mayor and City Clerk be authorized to execute the Ordinance and the City Clerk be authorized to record the Water Main Easement.)*
  
- F. Consideration of an application of JK Entertainment, LLC d/b/a JK Entertainment, LLC, located at 4 Currency Dr., requesting an EAS liquor license which would allow the sale of all types of alcohol for consumption on the premises seven (7) days a week, as requested by the City Clerk's Office. *(Recommend the application of JK Entertainment, LLC d/b/a JK Entertainment, LLC, located at 4 Currency Dr., requesting an EAS liquor license which would allow the sale of all types of alcohol 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.)*
  
- G. Consideration of the Change in Classification Application of Lupita's Hispanic and American Grocery, Inc. d/b/a Lupita's Hispanic and American Grocery, located at 1512 W. Market St., Suite 200, requesting a Class RAPS (Restaurant and Package Sales, All Types of Alcohol, Sunday Sales) liquor license, which would allow the sale of all types of alcohol for consumption on the premises and the retail sale of packaged liquor for off premise consumption seven (7) days a week, as requested by the City Clerk's Office. *(Recommend the Change in Classification Application of Lupita's Hispanic and American Grocery, Inc. d/b/a Lupita's Hispanic and American Grocery, located at 1512 W. Market St., Suite 200, requesting a Class RAPS (Restaurant and Package Sales, All Types of Alcohol, Sunday Sales) liquor license, which would allow the sale of all types of alcohol for consumption on the premises and the retail sale of packaged liquor for off premise consumption 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"

- A. Consideration of two (2) Ordinances approving the 2018 Tax Levies for the City of Bloomington and the Bloomington Public Library, as requested by the Finance Department.

*(Recommend:*

*(1) The Ordinance Levying Taxes for the City of Bloomington (in the amount of \$20,286,384) for the Fiscal Year Beginning May 1, 2018 and Ending April 30, 2019, for the City of Bloomington, be approved and the Mayor and City Clerk authorized to execute the necessary documents; and*

*(2) The Ordinance Levying Taxes for the City of Bloomington Library (in the amount of \$4,871,840) for the Fiscal Year Beginning May 1, 2018 and Ending April 30, 2019 be approved and the Mayor and City Clerk authorized to execute the necessary documents.)*

*(Brief Overview by Tim Gleason, City Manager. Presentation by Scott Rathbun, Finance Director, 5 minutes, City Council discussion, 5 minutes.)*

- B. Consideration of two Resolutions for the abatement of property taxes totaling \$5,861,610.85, as requested by the Finance Department.

*(Recommend:*

*(1) the Resolution abating all or a portion of the taxes levied to pay debt service on certain general obligation bonds of the City of Bloomington, McLean County, Illinois, and the Mayor and City Clerk be authorized to execute the Resolution; and*

*(2) the Resolution abating a Tax Levy for rent payable under lease agreement between the Public Building Commission, McLean County and the City of Bloomington for the Old Champion Building and the expansion of the parking garage be approved, and the Mayor and City Clerk be authorized to execute the Resolution.)*

*(Brief Overview by Tim Gleason, City Manager. Presentation by Scott Rathbun, Finance Director, 5 minutes, City Council discussion, 5 minutes.)*

9. City Manager's Discussion

- A. Finance Director's Report

10. Mayor's Discussion

A. Recognitions/Appointments from the December 10, 2018 City Council Meeting.

11. City Aldermen's Discussion
12. Executive Session - *Cite Section*
13. Adjournment
14. Notes

# CONSENT AGENDA



CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: December 17, 2018

**SPONSORING DEPARTMENT:** City Clerk's Office

**SUBJECT:** Consideration of approving the Minutes of the December 10, 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, appearing to read "Tim Gleason", written over a horizontal line.

Tim Gleason,  
City Manager

**Attachments:**

- December 10, 2018 Regular City Council Meeting Minutes

**SUMMARY MEETING MINUTES  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS MONDAY, DECEMBER 10, 2018, 6:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 6:00 p.m., Monday, December 10, 2018.

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

Aldermen: Jamie Mathy, David Sage (Arrived 6:02 p.m.), Mboka Mwilambwe (Arrived 6:02 p.m.), Amelia Buragas, Scott Black, Joni Painter, Diana Hauman, Kim Bray, Karen Schmidt, and Mayor Tari Renner.

Staff Present: Tim Gleason, City Manager; George Boyle, Assistant Corporation Counsel; Jim Karch, Public Works Director; Scott Rathbun, Finance Director; Scott Sprouls, Information Services Director; and other City staff were also present.

#### Recognition/Appointments

#### Public Comment

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

Scott Stimeling	Marty Siegel
Richard Matts	

#### "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 Hauman and seconded by Alderman Schmidt that the Consent Agenda be approved with the exception of Item No. 7G.

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

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

**Nays:** None.

**Motion carried.**

The following was presented:

Item 7A. Consideration of approving the Minutes of the November 26, 2018 Regular City Council Meeting. *(Recommend the reading of minutes be dispensed and approved as printed.)*

The following was presented:

Item 7B. Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$12,189,790.21. *(Recommend the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$12,189,790.21, 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 Michelle McConnell, Charles Moore, and Carlo Robustelli be appointed to the Bloomington-Normal Convention and Visitors Bureau, and Brenda Guest be appointed to the Bloomington-Normal Sister City Committee (Japan).)*

The following was presented:

Item 7D. Consideration of a Change Order between the City of Bloomington and W.M. Masters, Inc. for the Lake Evergreen Pump Station Electrical Conversion (Bid #2018-33) for the purpose of funding the completion of construction, in the amount of \$6,724.71, as requested by the Public Works Department. *(Recommend the Change Order between the City of Bloomington and W.M. Masters, Inc. for the Lake Evergreen Pump Station Electrical Conversion (Bid #2018-33) for the purpose of funding the completion of construction, in the amount of \$6,724.71, be approved, and the Procurement Manager be authorized to adjust the Purchase Order.)*

The following was presented:

Item 7E. Consideration of a Joint Purchasing Requisition with the Illinois Department of Central Management Services (PSD 4018456; exp. 09/2019) for the purchase of eight thousand (8,000) tons of rock salt bulk, in the amount of \$379,520, as requested by the Public Works Department. *(Recommend the Joint Purchasing Requisition with the Illinois Department of Central Management Services for the purchase of eight thousand (8,000) tons of rock salt bulk, in the amount of \$379,520 be approved, the City Manager be authorized to execute the Contract, and the Procurement Manager be authorized to issue a Purchase Order.)*

The following was presented:

Item 7F. Consideration of an Intergovernmental Agreement between the City of Bloomington and Bloomington Public Schools, District 87, for the provision of rock salt during winter 2018-2019, in the amount of \$52.44 per ton, not to exceed a total of \$13,110 (250 tons), as requested by the Public Works Department. *(Recommend the Intergovernmental Agreement between the City of Bloomington and Bloomington Public Schools, District 87, for the provision of rock salt during winter 2018-2019, in the amount of \$52.44 per ton, not to exceed a total of \$13,110 (250 tons), be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7G. Consideration of:

(a) a Resolution Waiving the Technical Bidding Requirements to establish a formal Water Leak Adjustment Policy and authorizing the City Manager to engage Sunbelt Insurance Group for the implementation of Water Leak Protection, Private Water Line Protection, and Private Sewer Lateral Protection for residential water and sewer customers, offered at a price of \$1.05 per month, \$4.84 per month, and \$6.60 per month, respectively; and **(Item pulled from the Consent Agenda for discussion)**

(b) an Ordinance amending Chapter 27 of the City Code to enact a formal Water Leak Adjustment Policy, as requested by the Public Works Department.

*(Recommend*

*(a) the Resolution Waiving the Technical Bidding Requirements to establish a formal Water Leak Adjustment Policy, and authorizing the City Manager to engage Sunbelt Insurance Group for the implementation of Water Leak Protection, Private Water Line Protection, and Private Sewer Lateral Protection for residential water and sewer customers, offered at a price of \$1.05 per month, \$4.84 per month, and \$6.60 per month, respectively, and*

*(b) the Ordinance amending Chapter 27 of the City Code to enact a formal Water Leak Adjustment Policy be approved, and the Mayor and City Clerk be authorize to execute the Resolution and Ordinance.)*

**Motion by Alderman Schmidt second by Alderman Sage to consider the Water Leak Protection opt out provision of the proposed ordinance separately from the Water and Sewer Line Protection Insurance provision, and further to approve the Leak Protection provision for the amount of \$1.05 only.**

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

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

Nays: None.

Motion carried.

Motion by Alderman Mathy second by Alderman Buragas to approve the opt in provision of the Water and Sewer Line Protection Insurance in the amounts for residential water and sewer customers, offered at a price of \$4.84 per month, and \$6.60 per month, respectively.

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

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

Nays: Aldermen Schmidt and Sage

Motion carried.

#### RESOLUTION NO. 2018 - 63

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND AUTHORIZING THE CITY MANAGER TO ENGAGE SUNBELT INSURANCE GROUP FOR THE IMPLEMENTATION OF WATER LEAK PROTECTION, PRIVATE WATER LINE PROTECTION, AND PRIVATE SEWER LATERAL PROTECTION FOR RESIDENTIAL WATER AND SEWER CUSTOMERS

#### ORDINANCE NO. 2018 - 110

AN ORDINANCE AMENDING CHAPTER 27 OF THE CITY CODE TO ENACT A FORMAL WATER LEAK ADJUSTMENT POLICY

The following was presented:

Item 7H. Consideration of an Ordinance approving an assignment of the TIF Redevelopment Agreement between the City and Iceberg Development (JNB Bloomington, LP and TIF Bloomington, Inc.) for the redevelopment of the former Bloomington High School building at 510 East Washington Street, as requested by the Community Development Department. *(Recommend the Ordinance approving the Collateral Assignment of the Redevelopment Agreement by and among the City of Bloomington, McLean County, Illinois, JNB Bloomington, LP, and TIF Bloomington, Inc. be approved, and authorize the Mayor and City Clerk to execute the necessary documents.)*

#### ORDINANCE NO. 2018 - 111

ORDINANCE APPROVING A COLLATERAL ASSIGNMENT OF THE REDEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, JNB BLOOMINGTON, LP AND TIF BLOOMINGTON, INC.

**“Public Hearing”**

The following was presented:

Item 8A. Public hearing for a revised Citizen Participation Plan containing policies and procedures for public involvement and stakeholder consultation in the Consolidated Plan process and the use of Community Development Block Grant (CDBG) funds, as requested by the Community Development Department. (Recommend the Council open the Public Hearing to receive comments on the revised Citizen Participation Plan.)

Mayor Renner read this item by its title and opened the Public Hearing to receive comments.

Alicia Henry	Noah Tang
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Mayor Renner closed the Public Hearing to public comment on this item.

**“Regular Agenda”**

The following was presented:

Item 9A. Consideration of a Resolution adopting a revised Citizen Participation Plan containing policies and procedures for public involvement and stakeholder consultation in the Consolidated Plan process and the use of Community Development Block Grant (CDBG) funds. *(Recommend the Resolution adopting the revised Citizen Participation Plan be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Brief overview by Tim Gleason, City Manager. Presentation by Bob Mahrt, Community Development Director 5 minutes, Council discussion 10 minutes.)*

Mr. Gleason provided a brief overview of this item and indicated that Jennifer Toney is available to make a brief presentation on this item. Ms. Toney provided a brief presentation that is available on the city’s website at [www.cityblm.org](http://www.cityblm.org).

RESOLUTION NO. 2018 - 64

A RESOLUTION ADOPTING A REVISED CITIZEN PARTICIPATION PLAN FOR THE 2020-2024 CONSOLIDATED PLAN

Motion by Alderman Schmidt and seconded by Alderman Painter that the Resolution

adopting the revised Citizen Participation Plan 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, Black, Buragas, Painter, Mwilambwe, Schmidt, Sage, Hauman, and Bray.

Nays: None.

Motion carried.

### City Manager's Discussion

Mr. Gleason provided brief comments on the community events in the downtown area as well as providing updates on the leaf collection efforts throughout the city. As a practice whenever there are new board/commission appointments, they will not appear on the agenda of the meeting that of the proposed appointments, but would appear on the following meeting agenda under Mayor's Discussion.

### Mayor's Discussion

Mayor Renner thanked Alderman Schmidt for handling the Mayor's Open House as well as the Tree Lighting event as he was not in town. He recognized and congratulated City Manager Tim Gleason on his appointment as Chairman to the Illinois Law Enforcement Training and Standards Board.

### City Aldermen's Discussion

There were no Comments were offered by the Aldermen.

### Executive Session

#### A. Review of Minutes - Section 2(c)(21) of 5 ILCS 120

Mayor Renner asked for a motion to go into an Executive Session for the purpose of Review of Minutes - Section 2(c)(21) of 5 ILCS 120.

Motioned by Alderman Schmidt second by Alderman Black to enter into a Closed Session Meeting for the purpose of Review of Minutes - Section 2(c)(21) of 5 ILCS 120.

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

Nays: None  
Motion Carried.

### Adjourn Closed Session

Mayor Renner asked for a motion to adjourn the Closed Session Meeting.

Motion by Alderman Schmidt seconded by Alderman Bray to adjourn the Closed Session Meeting and return to Open Session.

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

Nays: None

Motion Carried.

### Return to Open Session and Adjourn Meeting

Mayor Renner asked for a motion to return to the Open Session Meeting.

Motion by Alderman Schmidt seconded by Alderman Bray to return to the Open Session Meeting and adjourn. The meeting adjourned at 7:19 pm.

Motion Carried (Viva Voce).

CITY OF BLOOMINGTON

ATTEST

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Tari Renner, Mayor

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Cherry L. Lawson, City Clerk



**CONSENT AGENDA ITEM NO. 7B**

FOR COUNCIL: December 17, 2018

**SPONSORING DEPARTMENT:** Administration

**SUBJECT:** Consideration of Approving Appointments to Various Boards and Commissions.

**RECOMMENDATION/MOTION:** Michael Rivera Jr. be appointed to the Board of Zoning Appeals, Melissa Libert be appointed to the Cultural Commission, and Catrina Parker be appointed to the Library Board of Trustees.

**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** Michael Rivera, Jr. to the Board of Zoning Appeals. He will be completing the term previously held by Tristan Bullington whose term will expire 4-30-20. Michael's term will be effective immediately and will expire 4-30-20 at which time he will be eligible to reapply. Application is on file in the Administration Office.

**Cultural Commission** Melissa Libert to the Cultural Commission. She will be completing the term previously held by Scott Koets whose term will expire 4-30-21. Melissa's term will be effective immediately and will expire 4-30-21 at which time she will be eligible to reapply. Application is on file in the Administration Office.

**Library Board of Trustees** Catrina Parker to the Library Board of Trustees. She will be completing the term previously held by Kiasha Henry whose term will expire 4-30-20. Catrina's term will be effective immediately and will expire 4-30-20 at which time she 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, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason  
City Manager

**Attachments:**

- Roster

## Board of Zoning Appeals

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
x		Terry	Ballantini	04/30/21	2018	06/11/18	7								
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	Joni	Gerard					<a href="mailto:jgerard@cityblm.org">jgerard@cityblm.org</a>	115 E Washington	Bloomington	61701		434-2341		
	Staff								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): 0  
 Number of Expired Board Members Eligible for Reappointment: 0

**Appointment/Reappointment Notes:** Michael Rivera Jr to complete term of Tristan Bullington

## Cultural Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Email	Street	City	Zip	Ward	Home Phone	Work Phone	Cell Phone	Notes
x		Angelique	Racki	04/30/20	2016	03/27/17									
x	Chair	Kellie	Williams	04/30/19	2016	11/14/16									
	Vice Chair	Scott	Koets	04/30/21	2016	04/23/18									
x		Jeff	Crabill	04/30/21	2018	06/25/18									
x		Mark	Halx	04/30/19	2018	09/10/18									
x		Ronald	Crick	04/30/19	2017	05/22/17									
x		Julia	Cozad-Callighan	04/30/21	2018	03/26/18									
x		Carole	Ringer	04/30/19	2010	03/28/16									
x		Meryl	Brown	04/30/20	2018	08/27/18									
x		Jesse	Smart	04/30/21	2016	4/23/2018									
x		Jamie	Mathy	04/30/20	2014	06/12/17									
	Staff	Jim	Mack				<a href="mailto:jmack@cityblm.org">jmack@cityblm.org</a>						434-2760		
	Staff	Eric	Veal				<a href="mailto:eveal@cityblm.org">eveal@cityblm.org</a>						434-2402		
	Staff	Samantha	Still				<a href="mailto:sstill@cityblm.org">sstill@cityblm.org</a>						434-2785		

**Details:**

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 11 members (was 14 members but Ordinance 2018-42 reduced to 11, 6-11-18)

Number of members the Mayor appoints: 11

Type: Internal

City Code: Chapter 2, Section 81

Required by State Statute: No

Intergovernmental Agreements: None

Funding budgeted from COB for FY2014: None

Meetings: 3rd Thurs of each month at 7:30 am - Creativity Center Conference Room

Number of Vacancies: 1

Number of Expired Board Members (Blm Appointments only): 0

Number of Expired Board Members Eligible for Reappointment: 0

**Appointment/Reappointment Notes:** Melissa Libert to complete term of Scott Koets

## Library Board of Trustees

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip	HomePhone	WorkPhone	CellPhone	Notes
x		John	Arzenziano	04/30/20	2018	6/25/18	8								
x	Treasurer	Alicia	Whitworth	04/30/20	2016	3/27/17	3								
x	Secretary	Van	Miller	04/30/19	2015	4/25/16	7								
x		Dianne	Hollister	04/30/21	2017	4/23/18	4								
x		Matthew	Watchinski	04/30/21	2018	4/23/18	6								
x	President	Julian	Westerhout	04/30/19	2015	3/28/16	4								
x		Kiasha	Henry	04/30/20	2017	5/8/17	6								
x	Vice President	Susan	Mohr	04/30/21	2017	4/23/18	8								
x		Alicia	Henry	04/30/19	2016	4/25/16	7								
	Staff	Caprice	Prochnow												
	Staff	Jeanne	Hamilton					<a href="mailto:jeanneh@bloomingtonlibrary.org">jeanneh@bloomingtonlibrary.org</a>					557-8901		

**Details:**

Term: 3 years  
 Term Limit per City Code: 3 terms/9 years  
 Members: 9 members  
 Number of members the Mayor appoints: 9  
 Type: Internal  
 City Code: Chapter 25, Section 3, Section 7  
 Required by State Statute: Yes  
 Intergovernmental Agreements:  
 Funding budgeted from COB for FY2014:  
 Meetings: 3rd Tues of each month at 5:30 pm - William C. Wetzel Reading Room  
 Number of Vacancies: 1  
 Number of Expired Board Members (Blm Appointments only): 0  
 Number of Expired Board Members Eligible for Reappointment: 0

**Appointment/Reappointment Notes:** Catrina Parker to complete term of Kiasha Henry



## CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: December 17, 2018

**SPONSORING DEPARTMENT:** Police

**SUBJECT:** Consideration of two (2) Intergovernmental Agreements, one with the County of McLean and one with the Town of Normal, regulating use of the Police Range Facility, as requested by the Police Department.

**RECOMMENDATION/MOTION:**

(1) the Intergovernmental Agreement with the County of McLean be approved, in the amount of \$8,221.98, and the Mayor and City Clerk be authorized to execute the Agreement; and

(2) the Intergovernmental Agreement with the Town of Normal be approved, in the amount of \$8,221.98, and the Mayor and City Clerk be authorized to execute the Agreement.

**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:** In July 1992, the McLean County Board granted the City a Special Use Permit to allow a privately owned Outdoor Shooting Range and Police Training Facility on land located fourteen (14) miles east of Bloomington on Rt. 9.

An Intergovernmental Agreement was signed in September 1994 detailing the policies and procedures to be adhered to in order to provide joint training with both the County of McLean and the Town of Normal. This standardization of procedures was necessary to provide orderly and safe training at the facility and to comply with the rules of the McLean County Planning and Zoning Commissions.

The current Intergovernmental Agreements expire on December 31, 2018. Accordingly, new agreements have been proposed for each jurisdiction. The rate for both the County and the Town is \$8,221.98 and represents payment for use from January 1, 2019 to December 31, 2019. This is a one (1) year agreement.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Town of Normal and County of McLean

**FINANCIAL IMPACT:** The County of McLean's revenue will be recorded under the Police - McLean County account (10015110-53320). Stakeholders can locate this in the FY 2019 Budget Book titled "Budget Overview & General Fund" on page 242. The Town of Normal's revenue will be recorded under the Police - Town of Normal account (10015110-53350). Stakeholders can locate this in the FY 2019 Budget Book titled "Budget Overview & General Fund" on page 242.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared By: Jennifer Bielfeldt, Office Manager

Reviewed By: Clay E. Wheeler, Chief of Police

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- McLean County Intergovernmental Agreement
- Town of Normal Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF BLOOMINGTON  
AND THE COUNTY OF MCLEAN  
REGULATING THE USE BY THE COUNTY OF MCLEAN  
OF THE POLICE SHOOTING RANGE FACILITY  
OF THE CITY OF BLOOMINGTON

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington is a home rule municipality under Article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the County of McLean is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et seq.); and

WHEREAS, the City of Bloomington and the County of McLean desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the McLean County Board and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

**I. STATEMENT OF PURPOSE**

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

**II. DEFINITIONS**

When used in the Agreement, the following terms shall have the meaning indicated:

"Agency/Agencies": The County of McLean Police Agency.

"Chief": The City of Bloomington Chief of Police or his designee.

"Facility": The City of Bloomington Police Shooting Range.

**III. ADMINISTRATION**

The facility shall be administered by the Chief.

#### **IV. USE OF THE FACILITY**

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

##### **A. Scheduling**

The agency will submit requests to the Chief by May 1<sup>st</sup> for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. The Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if desired. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

##### **B. Supervision**

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range. Failing to provide the list or to keep it current, shall be grounds to refuse to allow the agency to use the facility.

##### **C. Equipment**

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well as for any additional losses suffered by the City of Bloomington in relation to the use of lead ammunition, including loss of use of the facility during such time as needed to abate the property.

#### **D. Damage**

The agency using the shooting range shall be responsible for damages that were due to negligence, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range master for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

#### **E. Annual Range Preparation**

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

### **V. RANGE FEES/BILLING**

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2019. This fee shall be paid on January 1<sup>st</sup> of 2019 and shall represent payment for use from January 1, 2019 until December 31, 2019. The fee shall be the same regardless of the number of times the agency uses the facility during the year.

### **VI. MAINTENANCE**

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1<sup>st</sup>. If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the

facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

## **VII. LIABILITY**

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

## **VIII. AMENDMENT OF AGREEMENT**

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1st of any year effective January 1<sup>st</sup> of the following year.

## **IX. TERM**

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2019 and terminating on December 31, 2019. First payment is due January 1, 2019.

## **X. SEVERABILITY**

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this

Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

November 20, 2018  
Date

COUNTY OF MCLEAN

By: John M. Fudge  
Chairman, McLean County Board

By: [Signature]  
Sheriff, McLean County

ATTEST: Kathy Michael  
McLean County Clerk

\_\_\_\_\_  
Date

CITY OF BLOOMINGTON

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

ATTEST: \_\_\_\_\_  
Bloomington City Clerk

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF BLOOMINGTON  
AND THE TOWN OF NORMAL  
REGULATING THE USE BY THE TOWN OF NORMAL  
OF THE POLICE SHOOTING RANGE FACILITY  
OF THE CITY OF BLOOMINGTON

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington and the Town of Normal are home rule municipalities under article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the City of Bloomington and the Town of Normal desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the Board of Trustees of the Town of Normal and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

**I. STATEMENT OF PURPOSE**

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

**II. DEFINITIONS**

When used in the Agreement, the following terms shall have the meaning indicated:

"Agency/Agencies": The Town of Normal.

"Chief": The City of Bloomington Chief of Police or his designee.

"Facility": The City of Bloomington Police Shooting Range.

**III. ADMINISTRATION**

The facility shall be administered by the Chief.

**IV. USE OF THE FACILITY**

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

### **A. Scheduling**

The agency will submit requests to the Chief by May 1<sup>st</sup> for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. The Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if desired. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

### **B. Supervision**

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range. Failing to provide the list or to keep it current, shall be grounds to refuse to allow the agency to use the facility.

### **C. Equipment**

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The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well as for any

additional losses suffered by the City of Bloomington in relation to the use of lead ammunition, including loss of use of the facility during such time as needed to abate the property.

#### **D. Damage**

The agency using the shooting range shall be responsible for damages that were due to negligence, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range master for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

#### **E. Annual Range Preparation**

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

### **V. RANGE FEES/BILLING**

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2019. This fee shall be paid on January 1<sup>st</sup> of 2019 and shall represent payment for use from January 1, 2019 until December 31, 2019.

### **VI. MAINTENANCE**

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1<sup>st</sup>. If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive 1/25<sup>th</sup> of the annual fee or \$328.88 for each scheduled shooting date missed.

### **VII. LIABILITY**

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other jurisdiction entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

#### **VIII. AMENDMENT OF AGREEMENT**

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1<sup>st</sup> of any year effective January 1<sup>st</sup> of the following year.

#### **IX. TERM**

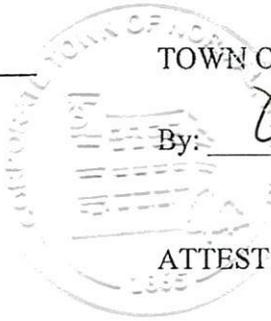
This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2019 and terminating on December 31, 2019. First payment is due January 1, 2019.

#### **X. SEVERABILITY**

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

December 3, 2018

Date



TOWN OF NORMAL

By:

*Christopher Kos*

Mayor

ATTEST:

*[Signature]*

Normal Town Clerk

Date

CITY OF BLOOMINGTON

By:

Mayor

ATTEST:

*[Signature]*  
Bloomington City Clerk



**CONSENT AGENDA ITEM NO. 7D**

FOR COUNCIL: December 17, 2018

**SPONSORING DEPARTMENT:** City Clerk's Office

**SUBJECT:** Consideration of a Resolution approving Executive Session Minutes for partial release to the public, as requested by the City Clerk's Office.

**RECOMMENDATION/MOTION:** The Resolution approving the partial release of Executive Session Minutes outlined on Schedule A, and the Minutes listed on Schedule B not be released to the public due to the need for continued confidentiality, 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.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1d. City services delivered in the most cost-effective, efficient manner.

**BACKGROUND:**

The Open Meeting Act requires a semiannual review of approved Executive Session Minutes to determine whether a need for confidentiality still exists as to the City's past Executive Session Minutes. The determination on which minutes are going to be released and which minutes still require confidential treatment must be reported on in open session. The Resolution makes this report.

The Council met previously on December 10, 2018 in Executive Session to review the Executive Session Minutes and to make the determinations required by the Open Meetings Act. The proposed Resolution reports on those meetings that have been provided on the Executive Meeting Minutes Review listing. At this time, staff is recommending that council minutes outline on Schedule A be partially released as there continues to be a need for confidential treatment of redacted portions from those minutes and meeting minutes listed in Schedule B.

The Executive Session Meeting Minutes have been reviewed and certified as correct and complete by the City Clerk.

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

**FINANCIAL IMPACT:** N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason  
City Manager

**Attachments:**

- Resolution
- Schedule A and B List

RESOLUTION NO. 2018 - \_\_\_\_

A RESOLUTION REPORTING THE RELEASE AND RETENTION  
OF EXECUTIVE SESSION MINUTES

WHEREAS, the City Council of the City of Bloomington, Illinois has met from time to time in executive session for purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, pursuant to the requirements of 5 ILCS 120/2.06(c), a review of all closed session minutes has been completed; and

WHEREAS, the City Council has determined that portions of the minutes of the meetings listed on Schedule A, attached hereto, no longer require confidential treatment and should be made available for public inspection and that the redacted portions of said meeting minutes still have a need for confidential treatment and should not be released; and

WHEREAS, the City Council has further determined that a need for confidentiality still exists as to the Executive Session Minutes from the meetings set forth on Schedule B, attached hereto and incorporated by reference; and

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

Section 1. The Executive Session Minutes from those meetings set forth on Schedule A, attached hereto and incorporated by reference, are released in part with the confidential information redacted. The preamble to this Resolution is incorporated into the body of this resolution.

Section 2. The City Clerk is hereby authorized and directed to make the un-redacted portion of the minutes from those meetings listed in Schedule A available for inspection and copying in accordance with the Open Meetings Act and standing procedures of the Clerk's Office.

Section 3. The City Clerk is hereby authorized and directed to destroy the verbatim audio recording for those Executive Sessions that have been approved by the Council and after eighteen (18) months have passed.

Section 4. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 17<sup>th</sup> day of December 2018.

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

CITY OF BLOOMINGTON

ATTEST

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

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

**SCHEDULE A  
TO BE RELEASED**

<b>DATE</b>	<b>REASON</b>
*April 27, 2015	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*July 13, 2015	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*July 27, 2015	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*September 14, 2015	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*October 12, 2015	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*June 13, 2016	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
August 22, 2016	Section 2 (c)(21) of 5 ILCS 120- Review of Minutes
*September 26, 2016	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
November 14, 2016	Section 2 (c)(21) of 5 ILCS 120- Review of Minutes
*November 28, 2016	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*December 12, 2016	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*December 19, 2016	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*January 23, 2017	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*February 13, 2017	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*March 13, 2017	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
May 8, 2017	Section 2 (c)(21) of 5 ILCS 120- Review of Minutes
*May 22, 2017	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*June 26, 2017	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*September 11, ,2017	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*September 25, 2017	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*November 13, 2017	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*January 8, 2018	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*May 18, 2018	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*May 29, 2018	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*June 11, 2018	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*August 13, 2018	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
September 10, 2018	Section 2 (c)(21) of 5 ILCS 120- Review of Minutes
*September 18, 2018	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*October 15, 2018	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement

**\*Denotes release with redactions, as a need for confidentiality still exists as to part of said minutes.**

**SCHEDULE B**  
**TO BE RETAINED**

DATE	REASON
March 23, 2009	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
September 14, 2009	Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate
March 22, 2010	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
April 12, 2010	Section 2 (c)(2) of 5 ILCS 120-Collective Bargaining
	Section 2 (c)(11) of 5 ILCS 120- Litigation
May 10, 2010	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
	Section 2 (c)(11) of 5 ILCS 120- Litigation
May 24, 2010	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
June 14, 2010	Section 2 (c)(11) of 5 ILCS 120- Litigation
July 12, 2010	Section 2 (c)(11) of 5 ILCS 120- Litigation
	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
July 26, 2010	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
	Section 2 (c)(1) of 5 ILCS 120- Personnel
August 9, 2010	Section 2 (c)(1) of 5 ILCS 120- Personnel
	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
	Section 2 (c)(11) of 5 ILCS 120- Litigation
October 25, 2010	Section 2 (c)(2) of 5 ILCS 120-Collective Bargaining
December 13, 2010	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
	Section 2 (c)(11) of 5 ILCS 120- Litigation
January 10, 2011	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
	Section 2 (c)(6) of 5 ILCS 120- Sale of Real Estate
February 28, 2011	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
March 28, 2011	Section 2 (c)(11) of 5 ILCS 120- Litigation
	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
	Section 2 (c)(6) of 5 ILCS 120- Sale of Real Estate
April 11, 2011	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
April 25, 2011	Section 2 (c)(6) of 5 ILCS 120- Sale of Real Estate
August 22, 2011	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
	Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate
September 12, 2011	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
September 26, 2011	Section 2 (c)(11) of 5 ILCS 120- Litigation
October 24, 2011	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
November 14, 2011	Section 2 (c)(11) of 5 ILCS 120- Litigation
November 28, 2011	Section 2 (c)(11) of 5 ILCS 120- Litigation
January 23, 2012	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
February 13, 2012	Section 2 (c)(11) of 5 ILCS 120- Litigation
March 26, 2012	Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate
May 14, 2012	Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate
June 11, 2012	Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate
June 25, 2012	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
July 23, 2012	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
August 13, 2012	Section 2 (c)(6) of 5 ILCS 120- Sale of Real Estate

September 10, 2012	Section 2 (c)(11) of 5 ILCS 120- Litigation
October 8, 2012	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
January 14, 2013	Section 2 (c)(11) of 5 ILCS 120- Litigation
	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
January 28, 2013	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
February 25, 2013	Section 2(c)(29) of 5 ILCS 120- Meet with external auditors Section 2(c)(2) of 5 ILCS 120- Collective Bargaining Section 2(c)(2) of 5 ILCS 120- Collective Bargaining
March 11, 2013	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
April 8, 2013	Section 2 (c)(21) of 5 ILCS 120- Review of Closed Session Section 2 (c)(1) of 5 ILCS 120- Personnel
June 10, 2013	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
June 24, 2013	Section 2 (c)(11) of 5 ILCS 120- Litigation
October 28, 2013	Section 2(c)(1) of 5 ILCS 120- Personnel
November 12, 2013	Section 2(c)(1) of 5 ILCS 120- Personnel Section 2(c)(5) of 5 ILCS 120- Purchase or lease of Real Estate
November 15, 2013	Section 2 (c)(1) of 5 ILCS 120- Personnel
December 9, 2013	Section 2(c)(11) of 5 ILCS 120- Litigation Section 2(c)(1) of 5 ILCS 120- Personnel
December 16, 2013	Section 2(c)(11) of 5 ILCS 120- Potential Litigation Section 2(c)(1) of 5 ILCS 120- Personnel
January 27, 2014	Section 2(c)(2) of 5 ILCS 120- Collective Bargaining
February 10, 2014	Section 2(c)(21) of 5 ILCS 120- Review Closed Session Minutes Section 2(c)(2) of 5 ILCS 120- Collective Bargaining Section 2(c)(21) of 5 ILCS 120-Review Closed Session Minutes
March 24, 2014	Section 2(c)(2) of 5 ILCS 120- Collective Bargaining Section 2(c)(21) of 5 ILCS 120- Review Closed Session Minutes
April 7, 2014	Section 2(c)(11) of 5 ILCS 120- Litigation
April 21, 2014	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
May 12, 2014	Section 2 (c)(21) of 5 ILCS 120- Review of Closed Session
May 27, 2014	Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate
	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
June 9, 2014	Section 2 (c)(11) of 5 ILCS 120- Litigation
	Section 2 (c)(1) of 5 ILCS 120- Personnel
June 23, 2014	Section 2(c)(11) of 5 ILCS 120- Litigation Section 2(c)(2) of 5 ILCS 120- Collective Bargaining
July 7, 2014	Section 2(c)(1) of 5 ILCS 120- Personnel
July 14, 2014	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate
	Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate
July 28, 2014	Section 2(c)(1) of 5 ILCS 120- Personnel Section 2(c)(11) of 5 ILCS 120- Litigation Section 2(c)(5) of 5 ILCS 120- Purchase or Lease of Real Estate
August 11, 2014	Section 2(c)(5) of 5 ILCS 120- Purchase or Lease of Real Estate
August 25, 2014	Section 2 (c)(1) of 5 ILCS 120- Personnel

September 8, 2014	Section 2 (c)(11) of 5 ILCS 120- Litigation
September 15, 2014	Section 2 (c)(11) of 5 ILCS 120- Litigation
October 13, 2014	Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate Section 2 (c)(11) of 5 ILCS 120- Litigation Section 2 (c)(11) of 5 ILCS 120- Litigation Section 2 (c)(11) of 5 ILCS 120- Litigation Section 2 (c)(11) of 5 ILCS 120- Litigation
October 27, 2014	Section 2 (c)(5) of 5 ILCS 120- Collective Bargaining Section 2 (c)(21) of 5 ILCS 120- Review of Closed Session
November 10, 2014	Section 2 (c)(21) of 5 ILCS 120- Review of Closed Session
	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
	Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate
	Section 2 (c)(11) of 5 ILCS 120- Litigation
December 8, 2014	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
	Section 2 (c)(1) of 5 ILCS 120- Personnel
December 15, 2014	Section 2 (c)(1) of 5 ILCS 120- Personnel
	Section 2 (c)(11) of 5 ILCS 120- Litigation
January 12, 2015	Section 2 (c)(11) of 5 ILCS 120- Litigation
	Section 2 (c)(1) of 5 ILCS 120- Personnel
February 9, 2015	Section 2 (c)(11) of 5 ILCS 120- Litigation
February 23, 2015	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
	Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate
March 9, 2015	Section 2 (c)(11) of 5 ILCS 120- Litigation
March 16, 2015	Section 2 (c)(1) of 5 ILCS 120- Personnel
March 23, 2015	Section 2 (c)(11) of 5 ILCS 120- Litigation
April 13, 2015	Section 2(c)(11) of 5 ILCS 120- Litigation Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate Section 2 (c)(21) of 5 ILCS 120- Review of Closed Session Section 2 (c)(1) of 5 ILCS 120- Personnel
April 27, 2015	Section 2(c)(11) of 5 ILCS 120- Litigation Section 2(c)(21) of 5 ILCS 120- Review of Minutes
May 11, 2015	Section 2(c)(11) of 5 ILCS 120- Litigation Section 2(c)(1) of 5 ILCS 120- Personnel
May 26, 2015	Section 2(c)(11) of 5 ILCS 120- Litigation Section 2(c)(2) of 5 ILCS 120- Collective Bargaining
June 22, 2015	Section 2(c) (29) of 5 ILCS 120- Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. Section 2 c(11) of 5 ILCS 120- Litigation
July 20, 2015	Section 2 (c)(11) of 5 ILCS 120- Litigation
July 27, 2015	Section 2(c) (2) of 5 ILCS 120- Collective Bargaining Section 2(c) (29) of 5 ILCS 120- Internal Audit
August 10, 2015	Section 2(c) (5) of 5 ILCS Land Acquisition

August 17, 2015	Section 2 (c)(29) of 5 ILCS 120- Internal Audit
August 24, 2015	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining Section 2 (c)(16) of 5 ILCS 120- Self-Evaluation of practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the public body is a member.
September 12, 2015	Section 2(c)(16) of 5 ILCS 120- Self-Evaluation of practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the public body is a member.
September 14, 2015	Section 2 (c)(11) of 5 ILCS 120- Litigation Section 2 (c)(5) of 5 ILCS 120- Land Acquisition
September 28, 2015	Section 2(c) (11) of 5 ILCS 120- Litigation Section 2(c) (11) of 5 ILCS 120- Litigation
October 12, 2015	Section 2(c) (2) of 5 ILCS 120- Collective Bargaining Section 2(c) (11) of 5 ILCS 120- Litigation Section 2(c) (5) of 5 ILCS 120- Land Purchase
October 19, 2015	Section 2(c)(11) of 5 ILCS 120- Litigation
November 9, 2015	Section 2 (c) (11) of 5 ILCS 120, Litigation Section 2 (c) (29) of 5 ILCS 120, Internal Audit
November 23, 2015	Section 2 (c) (1) of 5 ILCS 120, Personnel Section 2 (c) (29) of 5 ILCS 120, Internal Audit Section 2 (c) (11) of 5 ILCS 120, Litigation Section 2(c) (5) of 5 ILCS 120, Land Acquisition
December 21, 2015	Section 2(c) (21) of 5 ILCS 120, Review of Minutes
January 11, 2016	Section 2(c)(1) of 5 ILCS 120, Personnel Section 2 (c) (11) of 5 ILCS 120, Litigation
January 25, 2016	Section 2 (c) (11) of 5 ILCS 120, Litigation Section 2 (c) (11) of 5 ILCS 120, Litigation Section 2(c)(5) of 5 ILCS 120, Purchase or Lease of Real Estate Section 2(c)(6) of 5 ILCS 120, Sale or Lease of Real Estate
February 8, 2016	Section 2(c) (21) of 5 ILCS 120, Review of Minutes Section 2 (c) (11) of 5 ILCS 120, Collective Bargaining Section 2 (c) (8) of 5 ILCS 120, Security Measures Section 2(c) (1) of 5 ILCS 120, Personnel
February 22, 2016	Section 2(c) (11) of 5 ILCS 120, Litigation Section 2(c) (5) of 5 ILCS 120, Purchase/Lease of Real Estate
March 14, 2016	Section 2(c) (1) of 5 ILCS 120, Personnel
March 21, 2016	Section 2(c) (1) of 5 ILCS 120/2, Ch. 102, Personnel
March 28, 2016	Section 2(c) (1) of 5 ILCS 120/2, Ch. 102, Personnel
April 11, 2016	Section 2 (c) (1) of 5 ILCS 120/1, Personnel
April 18, 2016	Section 2(c) (1) of 5 ILCS 120/1, Ch. 102, Personnel Section 2(c)(2) of 5 ILCS 120/2, Ch. 102, Collective Bargain
July 11, 2016	Section 2 (c) (11) of 5 ILCS 120/2, Ch. 102, Litigation Section 2(c) (5) of 5 ILCS 120/2, Ch. 102, Purchase/Lease Property
August 8, 2016	Section 2(c) (2) of 5 ILCS 120/2, Collective Bargaining

August 22, 2016	Section 2(c) (21) of 5 ILCS 120/2, Review of Minutes Section 2(c) (5) of 5 ILCS 120/2, Purchase or Lease of Real Estate
September 12, 2016	Section 2(c) (11) of 5 ILCS 120/2, Litigation Section 2(c) (11) of 5 ILCS 120/2, Litigation Section 2(c) (1) of 5 ILCS 120/2, Personnel
September 26, 2016	Section 2(c) (11) of 5 ILCS 120/2 –Litigation
October 10, 2016	Section 2(c)(5) of 5 ILCS 120/2 – Purchase/Lease of Real Estate
October 24, 2016	Section 2(c)(11) of 5 ILCS 120/2 –Litigation
November 14, 2016	Section 2(c)(21) of 5 ILCS 120/2 – Review of Minutes Section 2(c)(11) of 5 ILCS 120/2 –Litigation
November 21, 2016	Section 2(c)(11) of 5 ILCS 120/2 –Litigation
November 28, 2016	Section 2(c)(12) of 5 ILCS 120/2 - Claims Settlement
December 12, 2016	Section 2(c)(12) of 5 ILCS 120/2 - Claims Settlement Section 2(c)(5) of 5 ILCS 120/2 – Land Acquisition Section 2(c)(2) of 5 ILCS 120/2 – Collective Bargaining Section 2(c) (1) of 5 ILCS 120/2 – Personnel
December 19, 2016	Section 2(c)(12) of 5 ILCS 120/2 – Claims Settlement
January 23, 2017	Section 2(c)(12) of 5 ILCS 120/2 – Claims Settlement
February 13, 2017	Section 2(c)(12) of 5 ILCS 120/2 – Claims Settlement Section 2(c)(11) of 5 ILCS 120/2 –Litigation
February 20, 2017	Section 2(c)(11) of 5 ILCS 120/2 –Litigation Section 2(c)(2) of 5 ILCS 120/2 – Collective Bargaining
March 13, 2017	Section 2(c)(12) of 5 ILCS 120/2 – Claims Settlement Section 2(c)(1) of 5 ILCS 120/2 – Personnel Section 2(c)(2) of 5 ILCS 120/2 – Collective Bargaining
March 27, 2017	Section 2(c)(5) of 5 ILCS 120/2 – Land Acquisition Section 2(c)(1) of 5 ILCS 120/2 – Personnel
April 10, 2017	Section 2(c)(5) of 5 ILCS 120/2 – Land Acquisition Section 2(c)(1) of 5 ILCS 120/2 – Personnel
April 24, 2017	Section 2(c)(2) of 5 ILCS 120/2 – Collective Bargaining
May 8, 2017	Section 2(c)(21) of 5 ILCS 120/2 – Review of Minutes Section 2(c)(5) of 5 ILCS 120/2 – Land Acquisition Section 2(c)(1) of 5 ILCS 120/2 – Personnel
May 22, 2017	Section 2(c)(12) of 5 ILCS 120/2 – Claims Settlement Section 2(c)(5) of 5 ILCS 120/2 – Land Acquisition Section 2(c)(2) of 5 ILCS 120/2 – Collective Bargaining
June 12, 2017	Section 2(c)(2) of 5 ILCS 120/2 – Collective Bargaining Section 2(c)(11) of 5 ILCS 120/2 –Litigation
June 26, 2017	Section 2(c)(12) of 5 ILCS 120/2 – Claims Settlement Section 2(c)(2) of 5 ILCS 120/2 – Collective Bargaining
July 10, 2017	Section 2(c)(1) of 5 ILCS 120/2 – Personnel Section 2(c)(5) of 5 ILCS 120/2 – Land Acquisition

	Section 2(c)(21) of 5 ILCS 120/2 – Review of Minutes
July 24, 2017	Section 2(c)(21) of 5 ILCS 120/2 – Review of Minutes
August 14, 2017	Section 2(c)(21) of 5 ILCS 120/2 – Review of Minutes Section 2(c)(21) of 5 ILCS 120/2 – Biannual Review of Minutes Section 2(c)(5) of 5 ILCS 120/2 – Land Acquisition Section 2(c)(2) of 5 ILCS 120/2 – Collective Bargaining Section 2(c)(11) of 5 ILCS 120/2 –Litigation
August 28, 2018	Section 2(c)(21) of 5 ILCS 120/2 – Biannual Review of Minutes Section 2(c)(11) of 5 ILCS 120/2 –Litigation
September 11, 2017	Section 2(c)(2) of 5 ILCS 120/2 – Collective Bargaining
September 25, 2017	Section 2(c)(21) of 5 ILCS 120/2 – Review of Minutes
October 9, 2017	Section 2(c)(21) of 5 ILCS 120/2 – Review of Minutes Section 2(c)(1) of 5 ILCS 120/2 – Personnel
October 16, 2017	Section 2(c)(1) of 5 ILCS 120/2 – Personnel
October 27, 2017	Section 2(c)(1) of 5 ILCS 120/2 – Personnel Section 2(c)(5) of 5 ILCS 120/2 – Land Acquisition
November 13, 2017	Section 2(c)(21) of 5 ILCS 120/2 – Review of Minutes Section 2(c)(11) of 5 ILCS 120/2 –Litigation
November 27, 2018	Section 2(c)(21) of 5 ILCS 120/2 – Review of Minutes Section 2(c)(11) of 5 ILCS 120/2 –Litigation Section 2(c)(5) of 5 ILCS 120/2 – Land Acquisition
January 22, 2018	Section 2(c)(1) of 5 ILCS 120/2 – Personnel
February 12, 2018	Section 2(c)(1) of 5 ILCS 120/2 – Personnel
February 26, 2018	Section 2(c)(2) of 5 ILCS 120/2 – Collective Bargaining Section 2(c)(11) of 5 ILCS 120/2 –Litigation
March 12, 2018	Section 2(c)(21) of 5 ILCS 120/2 – Review of Minutes
March 26, 2018	Section 2(c)(2) of 5 ILCS 120/2 – Collective Bargaining Section 2(c)(11) of 5 ILCS 120/2 –Litigation Section 2(c)(1) of 5 ILCS 120/2 – Personnel
May 14, 2018	Section 2(c)(2) of 5 ILCS 120/2 – Collective Bargaining Section 2(c)(1) of 5 ILCS 120/2 – Personnel Section 2(c)(1) of 5 ILCS 120/2 – Personnel
May 21, 2018	Section 2(c)(1) of 5 ILCS 120/2 – Personnel
May 29, 2018	Section 2(c)(2) of 5 ILCS 120/2 – Collective Bargaining
June 5, 2018	Section 2(c)(1) of 5 ILCS 120/2 – Personnel
June 11, 2018	Section 2(c)(1) of 5 ILCS 120/2 – Personnel
June 14, 2018	Section 2(c)(1) of 5 ILCS 120/2 – Personnel
June 25, 2018	Section 2(c)(2) of 5 ILCS 120/2 – Collective Bargaining
August 13, 2018	Section 2(c)(5) of 5 ILCS 120/2 – Land Acquisition Section 2(c)(11) of 5 ILCS 120/2 –Litigation
August 20, 2018	Section 2(c)(2) of 5 ILCS 120/2 – Collective Bargaining
October 22, 2018	Section 2(c)(1) of 5 ILCS 120/2 – Personnel



## CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: December 17, 2018

**SPONSORING DEPARTMENT:** Public Works

**SUBJECT:** Consideration of an Ordinance approving and accepting from the Bloomington and Normal Water Reclamation District a Water Main Easement located in Normal, north of Division Street and west of Main Street on part of Parcels 14-33-128-019 and 14-33-151-009, dated July 9, 2018, as requested by the Public Works Department.

**RECOMMENDATION/MOTION:** The Ordinance approving and accepting from the Bloomington and Normal Water Reclamation District a Water Main Easement located in Normal, north of Division Street and west of Main Street on part of Parcels 14-33-128-019 and 14-33-151-009, dated July 9, 2018 be approved, and the Mayor and City Clerk be authorized to execute the Ordinance and the City Clerk be authorized to record the Water Main Easement.

**STRATEGIC PLAN LINK:** Goal 2 - Upgrade City Infrastructure and Facilities; Goal 5 - Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2.B - Quality water for the long term; and Objective 5.A - Well-planned City with necessary services and infrastructure

**BACKGROUND:** The Public Works Department is recommending an ordinance that will provide for the acceptance of an exclusive, permanent Water Main Easement on Bloomington and Normal Water Reclamation District (BNWRD) property in Normal. The Water Main Easement and associated Easement Plats are a result of a request from BNWRD to formalize the Easement granted by BNWRD on these parcels. The two (2) existing twenty-four inch (24") water mains were installed in 1929 and 1955. They each originally received blanket easements that terminated after 30 years, see attached BNWRD Board Minutes and Ordinances from April 2, 1929 and April 13, 1955. The attached Easement Grant allows the City of Bloomington to permanently continue operating, maintaining, and replacing these water mains. City legal staff reviewed the Easement Grant and approved it.

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

**FINANCIAL IMPACT:** Other than a nominal recording fee, there will be no additional financial impact to the City to approve this exclusive Water Main Easement Grant. The City paid survey and plat costs in FY 2018 to Farnsworth Group, Inc. BNWRD's legal

counsel prepared the easement and City of Bloomington legal counsel reviewed the easement.

**COMMUNITY DEVELOPMENT IMPACT:**

The Public Safety and Utilities chapters of the City's Comprehensive Plan 2035 (Adopted August 24, 2015) includes multiple goals and objectives related to approving this water main easement acceptance:

**PS-2 Plan and provide for fire and emergency facilities adequate to protect health, life, safety, livelihood and property for current and future citizenry and businesses in the City**

**UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment**

*UEW-1.2 Expand City's infrastructure, as needed, while supporting the overall goal of compact growth and vibrant urban core.*

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

Respectfully submitted for Council consideration.

Prepared By: Scott Hobart, PE, Project Manager  
Brett Lueschen, Water Operations Manager  
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

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

Community Development Review By: Bob Mahrt, Community Development Director

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- Ordinance
- Letter
- Easement

- Board Of Trustees Minutes
- Board Of Trustees Minutes 1955

ORDINANCE NO. 2018 - \_\_\_\_\_

**AN ORDINANCE APPROVING AND ACCEPTING FROM THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT A WATER MAIN EASEMENT LOCATED IN NORMAL, NORTH OF DIVISION STREET AND WEST OF MAIN STREET ON PART OF PARCELS 14-33-128-019 AND 14-33-151-009, DATED JULY 9, 2018.**

WHEREAS, the City of Bloomington operates and maintains a water utility system for the benefit of its citizens; and,

WHEREAS, as part of said system, water mains carry water from the City's water treatment plant to the City of Bloomington; and,

WHEREAS, the Bloomington and Normal Water Reclamation District (BNWRD), has conveyed to the City, by Easement Grant dated July 9, 2018, an easement upon land where water mains conveying water from the City's water treatment plant to the City are located; and,

WHEREAS, the City Council has the power to pass this ordinance and accept the grant of said easement; and,

WHEREAS, it is reasonable and proper to accept the dedication and acceptance of said easement.

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

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

**SECTION 2.** That the Easement Grant dated July 9, 2018 from BNWRD with Exhibit A: Parcel 1 and Exhibit A: Parcel 2 legal descriptions; and as shown on the water main Easement Plats dated April 25, 2017, attached hereto, is hereby accepted.

**SECTION 3.** That the Easement Grant between BNWRD and the City pertaining to said easement is hereby approved.

**SECTION 4.** That this Easement shall be recorded with the County Clerk.

**SECTION 5.** This ordinance shall be effective upon its passage and approval.

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

PASSED this 17th day of December 2018.

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

CITY OF BLOOMINGTON

ATTEST:

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Tari Renner, Mayor

---

Cherry L. Lawson, City Clerk

# LivingstonBarger

Livingston, Barger, Brandt & Schroeder, LLP

## BLOOMINGTON OFFICE

115 W. Jefferson Street - Suite 400  
Post Office Box 3457  
Bloomington, Illinois 61702-3457  
(309) 828-5281 • Fax (309) 827-3432

## CHAMPAIGN OFFICE

2918 Crossing Court – Suite E  
Champaign, Illinois 61822-6163  
(217) 351-7479 • Fax (217) 351-6870

*Reply to Bloomington Office*

July 11, 2018

Mr. George Boyle,  
Corporation Counsel  
City of Bloomington - Legal Dept.  
109 East Olive Street  
Bloomington, IL 61701

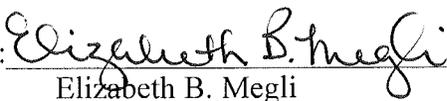
RE: Bloomington and Normal Water Reclamation District – City of Bloomington  
Easement Grant

Dear George:

Enclosed with this letter please find the original Easement Grant, formalizing the Easement granted by the Bloomington and Normal Water Reclamation District to the City of Bloomington, as it relates to two (2) – twenty-four inch (24”) water mains located on the property legally described on Exhibit A. As you may recall, this Easement Grant has been in the works for more than a year now. It is my understanding the form of the Easement Grant was reviewed and approved, with the modifications enclosed herein by Bob Yehl. If you should have any questions or concerns regarding the enclosed, please feel free to contact me. If not, please record the enclosed Easement Grant at your earliest convenience, and provide a recorded copy for my records. Thank you.

Very truly yours,

LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP

By:   
Elizabeth B. Megli  
[emegli@lbbs.com](mailto:emegli@lbbs.com)

EBM/srd  
Enclosure

William C. Wetzel  
Thomas M. Barger, III  
Christopher L. Nyweide  
Richard E. Stiles  
Peter W. Brandt  
Thomas B. Borton  
Kirk A. Holman  
Thomas A. Jennings  
Elizabeth B. Megli  
Jonathan J. Bobell  
Joseph R. Wetzel  
Rachel J. Brandt  
Zane J. Breithaupt  
Ahmed S. Islam  
James F. Hirsh  
Michael A. Wozniak (Of Counsel)  
William R. Brandt (Retired)  
Herbert M. Livingston (1898 – 1987)  
Ralph E. Schroeder (1927 – 1991)  
Thomas M. Barger, Jr. (1912 – 1992)  
James T. Foley (1931 – 2010)  
Susan H. Brandt (1950 – 2010)

The Board of Trustees of the Bloomington and Normal Sanitary District held its regular monthly meeting for the month of April, on Tuesday, April 2nd, A. D. 1929, at 10 o'clock, A. M., at the office of the Board of Trustees, at 422 Unity Building, City of Bloomington, County of McLean, and State of Illinois.

The meeting was called to order by the President, John W. Harber.

Upon roll call, John W. Harber, W. W. McKnight, and John J. Condon, answered present.

The minutes of the last previous meeting were read and approved.

The following bills were presented and read:

General Account:

Harry E. Wilson, Operation, salary of Supt. for first half of March,	\$	100.00
O. G. Hendryx, Operation, salary of Pumpman for first half of March,		50.00
Clarence Pistol, Operation, salary of Pumpman for first half of March,		50.00
S. Hoffee, Operation, salary of Pumpman for first half of March,		50.00
H. Sutherland, Operation, salary for first half of March,		40.00
G. Sutherland, Operation, salary for first half of March,		40.00
Harry E. Wilson, Operation, salary of Supt. for last half of March,		100.00
O. G. Hendryx, Operation, salary of Pumpman for last half of March,		50.00
Clarence Pistol, Operation, salary of Pumpman for last half of March,		50.00
S. Hoffee, Operation, salary of Pumpman for last half of March,		50.00
H. Sutherland, Operation, salary last half of March,		40.00
G. Sutherland, Operation, salary last half of March,		40.00

Louis E. Hall, balance due on contract for garage,	\$	920.00
A. Krouse, 36 hrs. @ 40¢,		14.40
Harry E. Wilson, 10 bales of straw for horses,		5.00
Quality Coal Company, 14 ton of coal at \$5.00,		70.23
The Keiser-Van Leer Co., work on gauge,		.75
R. F. Empson, rent for April, 1929, for office,		18.00
Delmar Dunn, clerical services,		12.50
Illinois Power & Light Corp., power at plant,		429.47
Illinois Power & Light Corp., light at office,		.75
Kinloch-Bloomington Telephone Co., services at 3917-X, and 3917-L,		11.55
Johnson Transfer & Fuel Co., hauling,		1.45
Howard W. Adams, salary of Chemist,		100.00
Johnson Transfer & Fuel Co., board of horses, etc.,		13.28
Stanley Pinel, salary of Engineer,		300.00
Harry E. Wilson, miscellaneous expenses,		7.91
Illinois Appliance Co., material and repairs in laboratory,		1.21
Fantagraph Printing & Stationery Co., 1 ring book cover,		1.00
Ed Dunlap, work as teamster, 105 hrs. @ 40¢,		42.00
Central Scientific Co., chemical supplies,		24.32
Howard W. Adams, paid shipping charges,		.81
Stanley Pinel, miscellaneous expenses,		6.63
Nelsen Concrete Culvert Co., Estimate #6,		256.24
H. Martin, Wood St. Sewer, 33 hrs. @ 40¢,		13.20
Williams Garage, gas,		3.04
W. B. Read & Co., tracing cloth and battery,		1.65
Cash, 100-2¢ stamps,		2.00

John J. Condon moved that the foregoing bills be approved as read and that orders be drawn for the payment of the same. The motion was seconded by W. W. McKnight, and upon roll call carried, all of the Trustees present voting "Aye."

W. W. McKnight moved that the Trustees authorize Mr. H. E. Wilson, Superintendent of the Disposal Plant to purchase a manure spreader for us at the Disposal Plant and grounds. The motion was seconded by John J. Condon, and upon roll call carried, all of the Trustees present voting "Aye."

The Clerk of the District read a letter from Mr. Stanley Pinel, which was his resignation as Resident Engineer of the Bloomington and Normal Sanitary District, to become effective May 1st, 1929.

Mr. John J. Condon moved that the resignation of Mr. Pinel as Resident Engineer for the Bloomington and Normal Sanitary District be accepted and that his letter be placed on file. The motion was seconded by Mr. McKnight, and upon being submitted carried, all of the Trustees present voting "Aye."

The following ordinance was presented and read:

AN ORDINANCE GRANTING A RIGHT-OF-WAY TO THE BLOOMINGTON WATER COMPANY FOR THE CONSTRUCTION OF A 24 INCH PIPE LINE AND FOR THE CONVEYANCE OF WATER.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE BLOOMINGTON AND NORMAL SANITARY DISTRICT,

Section 1. That for the purpose of laying a 24 inch cast iron main for the purpose of carrying water, there is hereby granted to the Bloomington Water Company for a period of thirty (30) years from and after the date this ordinance becomes effective the franchise license right-of-way and privilege to occupy and use the premises and ground of the Bloomington and Normal Sanitary District for the distance and along the line as shown by the blue print of said proposed line hereto attaches and by reference made a part hereof.

Section 2. The main of the Company shall be located and laid pursuant to said blue print not more than 12 feet south of the north line of said Sanitary District property and shall not interfere unnecessarily with any fences, open ditches, ditch banks, pipes, mains, conduits, or sewers consisting at the time of the location and laying of said main. If at any time during the life of this franchise license or permit the said water main of the company shall interfere with the construction of any work necessary to be done by the Bloomington and Normal Sanitary District along said right-of-way hereby granted the Company shall at its expense re-locate said main so as to accommodate and facilitate the construction and maintenance of such work by the Sanitary District. The Company shall promptly and properly re-fill all excavations made on account of the laying of said pipe, and, in filling excavations, the dirt shall be filled back and rounded up over the trench to care for all settlement that may result

and if after settling there remains any depressions or holes in said right-of-way the Company shall properly re-fill the same so as to restore the surface of the ground along said right-of-way to as near its present condition as possible and after settling the Company shall re-seed that portion of the right-of-way of the District used for and during construction of said pipe line. After and as the said pipe line is laid the Company shall at its expense repair all fences open ditches, ditch banks, pipes, mains, conduits, sewers, or any property of said Sanitary District that may have been damaged by construction of said main and restore all such damaged property to as good or better condition as they were before such work was done. In case the Company should fail or neglect for an unreasonable length of time to comply with the conditions above set forth the Sanitary District may after 15 days written notice to the Company perform such conditions for the Company and the Company shall pay all costs and charges incident thereto. The Company shall keep and hold the Bloomington and Normal Sanitary District harmless and indemnified from and against any and all losses, costs, damages and expenses whatsoever, which may happen or accrue by reason of damage or injury to persons or property during installation or by reason of damage or injury which may arise from the fault, carelessness or neglect of the Company or any of its agents, servants or employees while laying its said main or when engaged in the operation thereof.

Section 3. This permit, license or franchise shall terminate and all rights thereunder shall cease thirty years from and after the date this ordinance becomes effective and upon the termination thereof the Company shall remove said main from the property of said Sanitary District at the Company's expense and the property of the Sanitary District so far as it may be effected by the removal of said main shall thereupon be

restored to as good a condition as it was before said main was removed.

Section 4. This permit, license or franchise shall be accepted by the Company in writing, which acceptance shall be filed with the Clerk of The Bloomington and Normal Sanitary District on or before sixty (60) days after the date of the passage and approval of this ordinance and such as accepted shall be a contract duly executed by and between the Bloomington and Normal Sanitary District and the Bloomington Water Company.

Section 5. This ordinance shall be in full force and effect from and after its passage and approval.

Approved: John W. Harber.  
President of Board of Trustees of the  
Bloomington and Normal Sanitary District.

Attest:

W. W. McKnight.  
Clerk.

The foregoing ordinance was passed by the Board of Trustees of the Bloomington and Normal Sanitary District, the 2nd day of April, A. D. 1929.

The foregoing ordinance was approved by the President of the Board of Trustees of the Bloomington and Normal Sanitary District, the 2nd day of April, A. D. 1929.

John J. Condon moved that the foregoing ordinance be placed upon its passage. The motion was seconded by W. W. McKnight, and upon roll call carried unanimously, all of the Trustees present voting "Aye."

John J. Condon then moved that the ordinance be voted on by sections and as a whole. The motion was seconded by W. W. McKnight, and upon being submitted carried by the unanimous vote of all present.

The ordinance was then submitted section by section and as a whole with the result that upon roll call each section was adopted unanimously, and upon roll call the ordinance was adopted as a whole, all of the Trustees present voting "Aye."

No further business appearing, upon motion duly made and seconded and carried by the unanimous vote of all present, the meeting adjourned.

W. W. McKnight  
Clerk.

Approved:

John N. Harber  
President.

The regular monthly meeting of the Board of Trustees of the Bloomington and Normal Sanitary District of McLean County, Illinois, for the month of April was called Wednesday April 13, 1955 at 7:30 P.M. o'clock in the office of the Sanitary District.

Upon roll call the following members of the Board of Trustees answered present: Trustee Enderle, Young and Boylan.

Trustee Young moved that the minutes of the last regular meeting, be approved as submitted in writing to each member of the Board. Trustee Boylan seconded the motion and all Trustees present voted "aye". Motion carried.

The regular bills were presented and a copy of same handed to each member of the Board. (Copy of bills included in these minutes.)

Two special bills presented- A.A. Ottis \$408.67 for switch box and repairs on 30 Hp motor, DeLaval Steam Turbine Company \$29.42 for coupling bolts and bushings on sewage pump.

Motion was made by Trustee Young, seconded by Trustee Boylan, that the regular bills and the special bills be approved and warrants be drawn for same. Upon roll call all Trustees present voted "aye".

A letter from the Town of Normal requesting sewer connections on West Branch interceptor was read. It was moved by Trustee Young seconded by Trustee Boylan, that approval be granted. Upon roll call all Trustees present voted "aye".

A letter from the State Sanitary Water Board was read and placed on file.

After a discussion regarding insurance it was decided to renew the policies falling due this month,- insurance on International Truck with Geo.P. Smith Agency, and Workmens Compensation and Public Liability insurance with the Gipson Agency.

EXPENDITURES

OFFICE

George L.Hall	Services	81.97	
Elmer E.Enderle	"	36.41	
R.U.Gooding	"	9.00	
Ill.Municipal Retirement Fund	Deductions	9.75	
National Bank of Bloomington	Withholding Tax	21.87	
George L.Hall	Petty Cash	2.70	
Ted T.Allsup	April Accounting	<u>25.00</u>	186.70

PLANT OPERATION

Roy Beal	Services	262.18	
Homer H.Blaine	"	255.58	
Ross W.Cole, Sr.	"	232.56	
George L.Hall	"	232.76	
Don Peasley	"	195.55	
Howard Southerland	"	238.84	
Dewey M.Lovins, Sr.	"	147.62	
John Allen Lovins	"	157.45	
Justin J.Alikonis	"	93.50	
R.U.Gooding	"	89.40	
Ill.Telephone Co.	Phone Service	24.95	
Ill.Municipal Retirement Fund	Deductions	120.72	
National Bank of Bloomington	Withholding Tax	220.01	
Funk Bros.Seed Co.	Grass Seed	21.75	
Dearth & Schneider Coal Co.	Stoker Coal	26.78	
Geo.P.Smith Ins.Agency	Ins.Premium	90.97	
R.W.Gipson Agency	Ins.Premium	453.52	
Ill.Power Company	Power & Light	500.71	
Geo.J.Ball, Inc.	Flower Seeds	8.45	
George L.Hall	Petty Cash	<u>6.00</u>	3,379.30

TRUSTEE SALARIES

John L.Boylan	Trustee	35.06	
Elmer E.Enderle	"	29.90	
A.M.Young	"	35.06	
Ill.Municipal Retirement Fund	Deductions	7.32	
National Bank of Bloomington	Withholding Tax	<u>5.16</u>	112.50

MAINTENANCE OF CHANNELS, CREEKS & SEWERS

Roy Beal	Services	22.27	
George L.Hall	"	81.97	
Howard Southerland	"	34.59	
Dewey M.Lovins, Sr.	"	31.93	
John Allen Lovins	"	8.70	
R.U.Gooding	"	24.60	
Ill.Municipal Retirement Fund	Deductions	10.91	
National Bank of Bloomington	Withholding Tax	<u>24.96</u>	239.93

## # 2 EXPENDITURES

APRIL 1955

EQUIPMENT

DeLaval Steam Turbine Co.	Coupling Parts	29.42	
A.A.Ottis	Switch Box & Labor	408.67	
Keiser Van Leer Assn.	Fire Extinguisher	56.97	
George L.Hall	Petty Cash	<u>5.17</u>	500.23

CONTINGENT

Dept. of Public Safety-State of Illinois	Boiler Certificate	1.00	
Ill. Municipal Retirement Fund	Contributions	<u>159.15</u>	160.15

ENGINEERING

George L. Farnsworth, Jr.	Services	93.50	
Ill. Municipal Retirement Fund	Deductions	<u>6.50</u>	100.00

LEGAL

L. Earl Bach	Services	140.25	
Ill. Municipal Retirement Fund	Deductions	9.75	
McLean County Abstract Co.	Title Search	590.00	
George L. Hall	Petty Cash	<u>.55</u>	740.55

ILLINOIS MUNICIPAL RETIREMENT FUND

Ill. Municipal Retirement Fund	Contribution	202.73	202.73
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Total Expenditures for April 1955.

5,622.09

## RECEIPTS AND DISBURSEMENTS

## RECEIPTS:

Balance on hand April 1, 1955		\$56,462.67	
Received Fr. Hasenwinkle Wallace Co. Sale of corn		922.44	
" " State Auditor - Gas tax refund		17.25	
" " Prairie Travler Motel-Indust. Assess.		100.00	
" " Bloom. Country Club - " "		100.00	
			<u>\$57,602.36</u>

## DISBURSEMENTS:

Office			186.70	
Plant Operation				
Salaries	2,246.17			
Expenses	<u>1,133.13</u>		3,379.30	
Trustee Salaries			112.50	
Equipment			500.23	
Contingent			160.15	
Channels, Creeks & Sewers				
Wages	239.93			
Expenses	<u>    -</u>		239.93	
Engineering			100.00	
Legal			740.55	
Ill. Municipal Retirement Fund			<u>202.73</u>	
				<u>5,622.09</u>
Balance on hand April 30, 1955				51,980.27

## REPRESENTED BY:

Petty Cash		25.00	
National Bank of Bloomington		39,955.27	
American State Bank		2,000.00	
Corn Belt Bank		2,000.00	
First National Bank of Normal		2,000.00	
McLean County Bank		2,000.00	
Normal State Bank		2,000.00	
Peoples Bank		<u>2,000.00</u>	
			51,980.27

Chk.No.	TO WHOM ISSUED	FOR	AMOUNT
1635	Roy Beal	Services April 1-15	134.85
1636	Homer H. Blaine	" "	141.38
1637	Ross W. Cole, Sr.	" "	111.36
1638	George L. Hall	" "	209.90
1639	Don Peasley	" "	97.78
1640	Howard Southerland	" "	145.73
1641	Dewey M. Lovins, Sr.	" "	91.80
1642	John Allen Lovins	" "	80.40
1643	DeLaval Steam Turbine Co.	Coupling Parts	29.42
1644	A. A. Ottis	Switch Box & Motor Repairs	408.67
1645	Roy Beal	Services April 16-30	149.60
1646	Homer H. Blaine	" "	114.20
1647	Ross W. Cole, Sr.	" "	121.20
1648	George L. Hall	" "	186.80
1649	Don Peasley	" "	97.77
1650	Howard Southerland	" "	127.70
1651	Dewey M. Lovins, Sr.	" "	87.75
1652	John Allen Lovins	" "	85.75
1653	Justin J. Alikonis	Services April 1-30	93.50
1654	L. Earl Bach	" "	140.25
1655	John L. Boylan	Trustee Service	35.06
1656	Elmer E. Enderle	Trustee & Sec'y Service	66.31
1657	George L. Farnsworth, Jr.	Services April 1-30	93.50
1658	R. U. Gooding	" "	123.00
1659	A. M. Young	Trustee Service	35.06
1660	Ill. Telephone Co.	Phone Service	24.95
1661	McLean County Abstract Co.	Title Search	590.00
1662	Dept. of Public Safety	Boiler Certificate	1.00
1663	Ill. Municipal Retirement Fund	Deductions & Contributions	526.83
1664	National Bank of Bloomington	Withholding Tax	272.00
1665	Funk Bros. Seed Co.	Grass Seed	21.75
1666	Dearth & Schneider Coal Co.	Stoker Coal	26.78
1667	Geo. P. Smith Ins.	Ins. Premium	90.97
1668	R. W. Gipson Agency	" "	453.52
1669	Ill. Power Company	Light & Power	500.71
1670	Keiser Van Leer Assn.	Fire Extinguisher	56.97
1671	Geo. J. Ball, Inc.	Flower Seed	8.45
1672	George L. Hall	Petty Cash	14.42
1673	Ted T. Allsup	April Accounting	25.00

Total Checks for April 1955

5,622.09

## APPROPRIATION SCHEDULE

	APPROPRIATION	LEVY	UNEXPENDED TO DATE	EXPENDED TO DATE	EXPENDED THROUGH APRIL, 1955
OFFICE	4,000.00	3,500.00	1,123.96	2,376.04	2,963.93
EQUIPMENT	4,500.00	4,500.00	2,817.37	1,682.63	3,795.43
CONTINGENT	3,500.00	3,500.00	2,403.09	1,096.91	1,300.01
TRUSTEE SALARIES	1,350.00	1,350.00	--	1,350.00	900.00
PLANT OPERATION	39,000.00	35,500.00	1,317.90	34,182.10	31,988.21
CONSTRUCTION	10,400.00	10,400.00	8,965.13	1,434.87	3,887.99
CREEKS & SEWERS	7,700.00	7,000.00	1,278.00	5,722.00	5,687.01
ENGINEERING	2,000.00	2,000.00	800.00	1,200.00	1,200.00
LEGAL	2,800.00	2,800.00	135.35	2,664.65	1,991.34
BORROWED MONEY	47,000.00	47,000.00	3,967.35	43,032.65	36,446.70
ILL. MUNICIPAL RETIREMENT FUND	4,500.00	4,500.00	--	4,500.00	4,408.79
<b>TOTALS</b>	<b>126,750.00</b>	<b>122,050.00</b>	<b>22,808.15</b>	<b>99,241.85</b>	<b>94,569.41</b>

The Trustees were informed of a request by the employes for a change from a 44 hour week to a 40 hour week. After a brief discussion it was decided to collect more information on this subject and to defer a decision to a later meeting.

A discussion of ways and means of financing the construction of another secondary tank followed.

The report of the Chemist was read and placed on file.

Attorney Bach suggested minor changes in the contract for the purchase of gravel by the Rowe Construction Company. These were agreeable to all parties concerned and were incorporated into the contract.

Mr. Bach stated that he had received several requests for copies of our Industrial Users Contracts and our Ordinance regarding cost for processing industrial wastes.

A letter from Attorney Slater of the Bloomington Country Club stating that they desired an extension of their contract for another year, and enclosed a check for \$100.00. Moved by Trustee Young, seconded by Trustee Boylan that the Bloomington Country Club Industrial Users Contract be extended for one year and a letter to that effect be sent to Attorney Slater. On roll call all Trustees present voted "aye".

Attorney Bach presented copies of amended contract with Prairie Travler Motel limiting use of sewers to the Motel building only. A check for \$100.00 as payment on this contract was received.

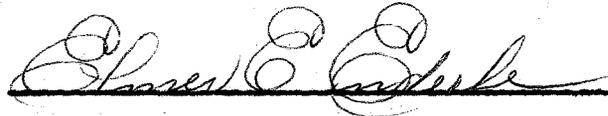
Mr. Bach presented the results of a search made by McLean County Abstract Company on records indicating ownership of property located south of present boundary, to be annexed to the Bloomington and Normal Sanitary District. Mr. Bach was authorized to proceed with this annexation procedure and to secure the necessary clerical assistance to complete the work. Moved by Trustee Boylan, seconded by Trustee Young that the bill for \$590.00, or less if reduced, to the McLean County Abstract Co. be paid. On roll call all Trustees present voted "aye".

BLOOMINGTON AND NORMAL SANITARY DISTRICT

APRIL 1955

On motion by Trustee Boylan, seconded by Trustee Young, Ordinance  
to be  
No. 137, (copy of Ordinance/included in these minutes), be adopted to become  
effective when approved by the City of Bloomington on not later than  
April 25, 1955. On roll call all Trustees present voted "aye".

There being no further business the meeting was adjourned.



President of the Board of Trustees of the  
Bloomington and Normal Sanitary District.



Clerk of the Board of Trustees of the  
Bloomington and Normal Sanitary District.

ORDINANCE NO. 137

AN ORDINANCE GRANTING A RIGHT-OF-WAY TO THE CITY OF BLOOMINGTON FOR THE CONSTRUCTION OF A TWENTY-FOUR INCH PIPE LINE AND FOR THE CONVEYANCE OF WATER

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE BLOOMINGTON AND NORMAL SANITARY DISTRICT

Section 1. That for the purpose of laying a twenty-four inch concrete main for the purpose of carrying water, there is hereby granted to the City of Bloomington, McLean County, Illinois, a Municipal Corporation, hereinafter referred to as CITY, for a period of thirty (30) years from and after the date this ordinance becomes effective, the franchise, license, right-of-way and privilege to occupy and use the premises and ground of the Bloomington and Normal Sanitary District for the distance and along the line as shown by the blue print of said proposed line hereto attached and by reference made a part hereof.

Section 2. The main of the CITY shall be located and laid pursuant to said blue print parallel to and not less than eight nor more than twelve feet east and south of the cast iron water line of said CITY, already in the Sanitary District right-of-way, and shall not interfere unnecessarily with any fences, open ditches, ditch banks, pipes, mains, conduits, or sewers consisting at the time of the location and laying of said main. If at any time during the life of this franchise license or permit the said water main of the CITY shall interfere with the construction of any work necessary to be done by the Bloomington and Normal Sanitary District along said right-of-way hereby granted the CITY shall at its expense re-locate said main so as to accommodate and facilitate the construction and maintenance of such work by the Sanitary District. The CITY shall promptly and properly re-fill all excavations made on account of the laying of said pipe, and, in filling excavations, the dirt shall be filled back and rounded up over the trench to care for all settlement that may result and if after settling there remains any depressions or holes in said right-of-way the CITY shall properly re-fill the same so as to restore the surface of the ground along said right-of-way to as near its present condition as possible and after settling the CITY shall re-seed that portion of the right-of-way of the District used for and during construction of said pipe line. After and as the said pipe line is laid the CITY shall, at its expense, repair all fences, open ditches, ditch banks, pipes, mains, conduits, sewers, or any property of said Sanitary District or abutting owners that may have been damaged by construction of said main and restore all such damaged property to as good or better condition as they were before such work was done. In case the CITY should fail or neglect for an

unreasonable length of time to comply with the conditions above set forth the Sanitary District may, after fifteen days written notice to the CITY, perform such conditions for the CITY and the CITY shall pay all costs and charges incident thereto. The CITY shall keep and hold the Bloomington and Normal Sanitary District harmless and indemnified from and against any and all losses, costs, damages and expenses whatsoever, which may happen or accrue by reason of damage or injury to persons or property during installation or by reason of damage or injury which may arise from the fault, carelessness or neglect of the CITY or any of its agents, servants or employees while laying its said main or when engaged in the operation, maintenance or repair thereof.

Section 3. Upon the giving of ninety days notice to CITY by the Bloomington and Normal Sanitary District, this permit, license or franchise shall terminate and all rights thereunder shall cease thirty years from and after the date this ordinance becomes effective, and upon the receipt of such written notice, CITY shall remove said main from the property of said Sanitary District at the CITY'S expense and the property of the Sanitary District so far as it may be effected by the removal of said main shall thereupon be restored to as good a condition as it was before said main was removed.

Section 4. This permit, license or franchise shall be accepted by the CITY in writing, which acceptance shall be filed with the Clerk of The Bloomington and Normal Sanitary District on or before sixty days after the date of the passage and approval of this ordinance and such as accepted shall be a contract duly executed by and between the Bloomington and Normal Sanitary District and the City of Bloomington, McLean County, Illinois.

Section 5. The franchise, right-of-way and privilege granted to the Bloomington Water Company for a cast iron twenty-four inch water line for thirty years by ordinance passed April 2, 1929, and approved the same date by the President of the Board of Trustees of the Bloomington and Normal Sanitary District is hereby extended and renewed to the City of Bloomington, McLean County, Illinois, successor to the Bloomington Water Company, under the same terms and conditions as before, except that notice shall be required as specified at Section 3 of this ordinance in order to terminate said grant thirty years from the effective date of this ordinance.

Section 6. The backfill of all trenches shall be compacted in a manner approved by the District. The surface of all trenches which lie under the side slopes of

the improved ditch shall be resoded in a manner approved by the District. The surface of all trenches lying between the top of the side slopes and the District right of way line shall be reseeded with a mixture approved by the District. All excess excavation shall be removed from the District right of way and the surface of the right of way left in good condition as approved by the District.

Section 7. At all points where District slope and channel paving is cut in the course of the work, the entire trench should be backfilled with compacted sand and gravel backfill. All concrete used for replacing pavement should have a 30 day compressive stress of not less than 3,500 pounds per square inch. Welded wire fabric reinforcement should be placed in all pavement. This fabric should be equivalent to 6 x 6 1/4 welded wire fabric weighing not less than 58 pounds per 100 square feet. Provisions should be made for adequate tying in of fabric reinforcement in the existing pavement to the new fabric.

Section 8. The water main shall be located generally within 12 feet southerly and easterly from the existing 24 inch water main except adjacent to the G. M. & O. Railroad Bridge where it shall be located as shown on the plan prepared by Alvord, Burdick and Howson, Engineers, entitled New 24" Transmission Main and Proposed 24" Pipe Line Crossing the Channel of the Gulf, Mobile and Ohio Railroad, dated 1954 and 1955.

Section 9. All sewers and tiles which are intercepted in the course of the work shall be relaid across the trench in a manner approved by the District.

Section 10. It is further stipulated and agreed that the Grantee will, within one week from the date of the passage hereof, furnish a surety bond in standard form being a performance bond guaranteeing the performance of this contract executed by a corporate surety in the amount of Fifteen Thousand Dollars and indemnifying insurance policy in favor of said Bloomington and Normal Sanitary District indemnifying it for all losses, damages and expenses referred to in Section 2 hereof.

Approved: Elmer C. Conner  
President of the Board of Trustees  
of the Bloomington and Normal Sanitary District.

Attest:

A. M. Young  
Clerk

Approved:

CITY OF BLOOMINGTON  
MC LEAN COUNTY  
ILLINOIS

By: O. Lloyd Welsh  
Mayor

Attest:

Marguerite R. Ford  
City Clerk

I, the undersigned Secretary of the Bloomington and Normal Sanitary District,  
do hereby certify that the attached instrument is a true and correct copy of an  
ordinance passed by said Bloomington and Normal Sanitary District on the 13th  
day of April, A. D. 1955.

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Secretary

A special meeting of the Board of Trustees of the Bloomington and Normal Sanitary District was held at 7:30 P.M. o'clock, Thursday, April 28, 1955, in the Trustees' Room of the Administration Building at the Sanitary District Plant, McLean County, Illinois, pursuant to the call of the President and Waiver of Notice by all directors, which waiver is as follows:

"We, the undersigned Trustees of the Bloomington and Normal Sanitary District, hereby waive notice of a Special Meeting to be held at 7:30 P.M., Thursday, April 28, 1955, at the Sanitary District Plant, Bloomington, Illinois, and consent to the transaction of any and all business that may properly come before such officers at that meeting.

(Signed) John L. Boylan

(Signed) Charles E. Enderle

(Signed) A. M. Young

Upon roll call, the following members answered "present": Trustee- Enderle, Young and Boylan.

The President opened the meeting by stating that the purpose of the meeting was to discuss and act on a request by the Employees of the Sanitary District for a forty hour week.

Moved by Trustee Young, seconded by Trustee Boylan, that the request by the Employees for a forty hour week be granted, the wages to remain the same as for the forty-four hour week and that the hourly rate of all extra labor be raised from one dollar thirty-five cents to one dollar forty-five cents per hour, effective May 1, 1955. Upon roll call all Trustees present voted "aye".

There being no further business the meeting was adjourned.

A. M. Young  
Clerk of the Board of Trustees of the  
Bloomington and Normal Sanitary District

Charles E. Enderle  
President of the Board of Trustees of the  
Bloomington and Normal Sanitary District



**CONSENT AGENDA ITEM NO. 7F**

FOR COUNCIL: December 17, 2018

**SPONSORING DEPARTMENT:** City Clerk's Office

**SUBJECT:** Consideration of an application of JK Entertainment, LLC d/b/a JK Entertainment, LLC, located at 4 Currency Dr., requesting an EAS liquor license which would allow the sale of all types of alcohol for consumption on the premises seven (7) days a week, as requested by the City Clerk's Office.

**RECOMMENDATION/MOTION:** The application of JK Entertainment, LLC d/b/a JK Entertainment, LLC, located at 4 Currency Dr., requesting an EAS liquor license which would allow the sale of all types of alcohol 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 December 11, 2018 on the application of JK Entertainment, LLC d/b/a JK Entertainment, LLC, located at 4 Currency Dr., requesting an EAS liquor license which would allow the sale of all types of alcohol for consumption on the premises seven (7) days a week.

Present were: Commissioners Tari Renner, Lindsey Powell, and Jim Jordan; George Boyle, Asst. Corporation Counsel, Asst. Police Chief Greg Scott, and Ashley Lara, Legislative Assistant.

Johnette Palumbo, Owner of JK Entertainment, spoke on behalf of this item.

Commissioner Renner opened the meeting to receive public comment on this item. There were no comments offered.

Ms. Palumbo was sworn in by the Clerk and provided testimony.

Commissioner Renner asked Ms. Palumbo to tell the Commission about the nature of the business.

Ms. Palumbo stated they are opening a virtual reality entertainment center. It is a family environment, adding alcohol to keep to its business model.

Commissioner Renner asked Ms. Palumbo to clarify the procedures to ensure there is no underage drinking. Ms. Palumbo stated they will have wristbands in different colors.

Commissioner Jordan asked how the entertainment is separated from the alcohol serving. Ms. Palumbo explained there is a lobby when customers first walk in and to the right of that is the bar. The customers need to go down a hallway to enter the arena or simulator rooms. These rooms are separate.

Commissioner Jordan asked whether the alcoholic beverages would be served in the lobby and Ms. Palumbo stated yes. Ms. Palumbo stated the three event rooms can be used for liquor as needed.

Mr. Boyle stated the concept is similar to Pheasant Lanes since they have virtual reality. Commissioner Renner asked Asst. Police Chief Scott whether the police have had any issues with the establishment, and he replied no.

Commissioner Powell asked whether alcohol would be allowed in the arena and Ms. Palumbo replied there will be no alcohol in the arena or simulator rooms. Commissioner Powell asked if there will be food and Ms. Palumbo responded there would be concession food.

Commissioner Jordan stated that Pheasant Lanes has a window for bowlers to get alcohol while bowling and asked if this would be similar. Ms. Palumbo stated all liquor will be in the event rooms and the lobby. They will have signs indicating as such.

Ms. Palumbo stated the premise is that customers will go in the arena to play and then afterwards, they will view the play on screens in the lobby where they can have a drink and food.

Commissioner Jordan expressed concerns of alcohol being served in the lobby where children can be. Commissioner Powell stated the establishment will be more strict than Pheasant Lanes, where you can take a drink anywhere on the premise.

Asst. Police Chief Scott stated the plan is similar to Game Time Gym where there are sports and then a separate area for alcohol.

Ms. Palumbo stated that each customer will go through on-boarding where they watch a safety video before going into the arena.

Mr. Boyle stated concerns with customers drinking before playing and Ms. Palumbo stated she wants to avoid that by having customers book a space online and sign in when they arrive. They would be directed into the arena immediately after arrival.

Mr. Boyle asked how the players would be prevented from playing again after drinking. Ms. Palumbo stated there is nothing preventing them; however, she will be there at all times to restrict them. Ms. Palumbo stated she is BASSET certified.

Mr. Boyle asked what their occupancy is and Ms. Palumbo explained it will be about 75-80 customers, with about 14 gamers at a time. Ms. Palumbo stated seating is about 120 and she will have about 12-15 part-time employees. Ms. Palumbo and her assistant are full-time.

Ashley Lara, Legislative Assistant stated this item will appear on the December 17, 2018 City Council Meeting.

Commissioner Jordan asked if there was a full kitchen and Ms. Palumbo replied it is not complete with a hood, but there will be concession food.

Commissioner Renner asked for a motion to submit to the Council with a positive recommendation.

Motion by Commissioner Powell seconded Commissioner Jordan to submit to the Council with a positive recommendation.

Ayes: Commissioners Renner, Powell and Jordan.

Nays: None

Motion carried.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph on December 1, 2018 in accordance with City Code. In accordance with City Code, approximately 500 courtesy copies of the Public Notice were mailed on December 1, 2018. In addition, the Agenda for the December 11, 2018 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 \$2,950 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 119.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared By:

Ashley Lara, Legislative Assistant

Review By:

Cherry L. Lawson, City Clerk

Finance/Procurement Review By:

Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By:

George D. Boyle, Asst. Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason  
City Manager

**Attachments:**

- Creation of New License Findings
- Application

## 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 License Application Questionnaire

### TO THE APPLICANT:

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

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

### LEGAL REQUIREMENTS: *(Please Circle)*

<input checked="" type="radio"/> Y / <input type="radio"/> N	Have you attained the age of 21 years?	Y <input type="radio"/> <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"/> <input checked="" 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 type="radio"/> <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 type="radio"/> <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 type="radio"/> <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"/> <input 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 type="radio"/> <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 type="radio"/> <input checked="" type="radio"/> N	Have you ever been convicted of pandering or any other crime opposed to decency and morality?	Y <input type="radio"/> <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) EIA

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 (SALE OF ALCOHOL NOT PERMITTED)
S	Sunday Sales

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

3. State the significance of a liquor license to your establishment, present or future: Its part of our business model as an entertainment + food venue

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? Wholesome entertainment for the entire family

5. Upon what facts do you base your answers to the previous question? Based on our business model of family, friendly entertainment.

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: \_\_\_\_\_

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? Food, Virtual Reality entertainment

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: Video Gaming)

\*ALL ADDITIONAL LICENSES 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.
Video Gaming	Currently Not Available; See City Code Chapter 7 Article XIII

**IMPACT OF ESTABLISHMENT:**

1. State the location of your establishment:

Address: 4 Currency Dr. City/State: Bloomington, IL Zip Code: 61701

2. What hours will the establishment be open?

Monday: Closed Tuesday: 4-10pm Wednesday: 4-10pm

Thursday: 4-10pm Friday: 4-11pm Saturday: 8am-11pm Sunday: 8am-10pm

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

~~Concessions~~  
~~Garage~~

none.

a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? \_\_\_\_\_

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

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): Finance Dr + Currency Dr.

5. How much additional traffic do you expect the establishment with a liquor license to generate? \_\_\_\_\_

1200

6. Describe on and off street parking facilities to handle traffic anticipated: Parking lot with capability of 50 spaces + on street on Finance Dr.

7. How many establishments with liquor licenses are located within the immediate area of your establishment? 1

8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? 50-75+ people

a. Upon what facts do you base your answer to the previous question? Estimate  
of the average of people in establishment at one time

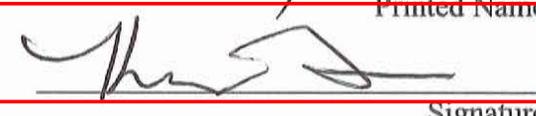
**RESPONSIBILITY:**

1. If establishment *is presently in operation*, attach a financial statement of the establishment's last fiscal year.
2. If establishment *is not presently in operation*, attach a statement showing your assets and liabilities (or if a corporation, the assets and liabilities of the corporation).
3. Do you now or have you ever had a Bloomington liquor license? 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 2nd day of Oct, 20 18.

**SIGNED:**

Johnette Palumbo  
Printed Name  
  
Signature  
Owner  
Title  
20886 E 800 N Rd.  
Address  
Downs, IL 61736  
City/State/Zip Code

Kimberly Jackson  
Printed Name  
  
Signature  
Owner  
Title  
1256 Silver Oak  
Address  
Normal IL 61761  
City/State/Zip Code



# Application for the Sale of Alcoholic Beverages

This application is being submitted as:

A New Application  Renewal (Change to Original Application)

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

1. Application is herein made a CLASS EA 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 <sup>LLC</sup>

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

Name: Johnette Palumbo Age: 59

Address: 20886 E 800 N Rd. City/State/Zip Code: Downs, IL 61734

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes  No

Name: Kimberly Jackson Age: 45

Address: 1256 Silver Oak City/State/Zip Code: Normal, IL 61761

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes  No



C. If a Corporation: llc

Date of Incorporation: 9/26/18

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

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

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address:

Name: Johnette Palumbo Title: Owner

Address: 20886 E 800N Rd. City/State/Zip Code: Downs, IL 61736

Name: Kimberly Jackson Title: Owner

Address: 1256 Silver Oak Cir City/State/Zip Code: Normal, IL 61761

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: 4 Currency Dr. Bloomington, IL 61701

front of house - concessions/dining + bar area, gaming - classic games area

a. Trade Name: JK Entertainment LLC

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  N Is it proposed to sell food in this place of business?
- Y/N  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  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  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  N Has a similar application ever been refused for cause that has been made by any of the foregoing persons?
- Y/N  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: ONPROP LLC Term of Lease: 2/1/19 to 2/1/24  
 Address: PO Box 5110 City/State: Bloomington, IL Zip Code: 61702
- Y/N  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: Our business model will be bringing enjoyment of entertainment, food & beverage to our local community.



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 16 day of October, 2018

**A. Individual**

---

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

**B. Partnership**

JK Entertainment LLC  
Business Name

Johnette Palumbo  
Printed Name of Partner

Kimberly Jackson  
Printed Name of Partner

\_\_\_\_\_  
Printed Name of Partner

[Signature]  
Signature of Partner

[Signature]  
Signature of Partner

\_\_\_\_\_  
Signature of Partner

**C. Corporation**

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
President of Company (Print Name)

\_\_\_\_\_  
President of Company (Signature)

**ATTEST:**

\_\_\_\_\_  
Secretary

**And the following officers, directors or majority stockholders:**

\_\_\_\_\_

\_\_\_\_\_



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 16 day of Oct, 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]
Notary Public

My Commission Expires: 5-31-2022





## Application for the Sunday Sale of Alcoholic Beverages

This application is being submitted as:

A New Application     Renewal (Change to Original Application)

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

*JK Entertainment LLC*

NAME OF APPLICANT

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

1. A CLASS EA 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

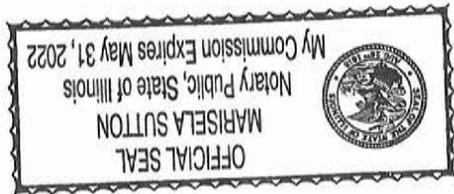
STATE OF ILLINOIS )
) SS
COUNTY OF MCLEAN )

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 16 day of Oct, 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]
Notary Public

My Commission Expires: 5-31-2022





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

Illinois Business Tax (IBT) #: 83-2033307

Date Business started at this location (Month\Day\Year): TBD

Describe your type of Business: Entertainment (Virtual Reality)

DBA Business Name: JK Entertainment LLC

Address: 4 Currency Dr.  
Bloomington IL 61701

Contact: Johnette Palumbo

Phone: 815-985-9807 Fax: \_\_\_\_\_

Email: JP.Beyondreality@gmail.com

Owner/Corporate Name: \_\_\_\_\_  
(if different from above)

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

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

Type of Organization:  Sole Proprietorship  Partnership  
 Corporation  LLC  
 Other \_\_\_\_\_

► **Mail, Drop Off, Fax, or Email to:**      **Address:** City Hall  
Finance Department  
Room 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.

     10/2/18  
Signature of Officer Empowered to Sign      Date

Johnette Palumbo - Owner  
Print Name and Title



RLI Insurance Company  
 P.O. Box 3967 Peoria IL 61612-3967  
 Phone: (309)692-1000 Fax: (309)683-1610

# LICENSE AND PERMIT BOND

Bond No. LSM1214364

KNOW ALL MEN BY THESE PRESENTS:

That we, JK Entertainment L.L.C.  
4 Currency Dr.  
Bloomington, IL 61701

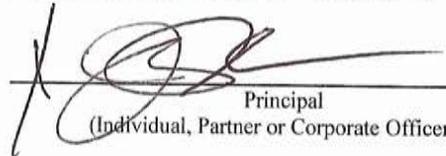
as Principal, and the RLI Insurance Company, a corporation duly licensed to do business in the state of Illinois, as Surety, are held and firmly bound unto the City of Bloomington, State of Illinois, Obligee, in the penal sum of Two Thousand and 00/100 (\$ 2,000.00) DOLLARS, lawful money of the United States, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been licensed as a(n) Entertainment All by the Obligee.

NOW, THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect for a period commencing on the 30th day of October, 2018, and ending on the 30th day of October, 2019.

This bond may be terminated at any time by the Surety upon sending written notice to the clerk of the Political Subdivision with whom this bond is filed and to the Principal, addressed to them at their first known address, and at the expiration of thirty (30) days from the mailing of said notice, or as soon thereafter as permitted by applicable law, whichever is later, this bond shall terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 30th day of October, 2018.

  
 \_\_\_\_\_  
 Principal  
 (Individual, Partner or Corporate Officer)



RLI Insurance Company

By B. W. Davis  
 Barton W. Davis Vice President



P.O. Box 3967  
Peoria, IL 61612-3967  
Phone: (309)692-1000 Fax: (309)683-1610

## Illinois Disclosure Notice

Bond No. LSM1214364

### **KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

**RLI Insurance Company**  
9025 N. Lindbergh Drive  
Peoria, IL 61615  
TOLL-FREE (800)645-2402  
(309)692-1000

In the unlikely event you are unable to resolve any complaints with the company, you may contact the

Illinois Department of Insurance  
Consumer Division  
320 W. Washington Street  
Springfield, IL 62767  
(866)445-5364 Toll-Free

This Notice is for information only and does not become a part of or a condition of your policy.

## FIRST AMENDMENT TO LEASE

**THIS FIRST AMENDMENT TO LEASE** (this "Agreement") is entered into this 29<sup>th</sup> day of October 2018 (the "Effective Date") by and between OnProp, L.L.C., an Illinois limited liability company, hereinafter referred to as "Landlord" and JK Entertainment, L.L.C., an Illinois limited liability company, f/k/a Mass VR-Beyond Realty, L.L.C., Kimberly Jackson, an individual and Johnette Palumbo, an individual, hereinafter, collectively and individually referred to as "Tenant."

### RECITALS

**WHEREAS**, Landlord and Tenant entered into that certain Lease dated the 5<sup>th</sup> day of October 2018, (the "Lease") whereby Landlord leases to Tenant and Tenant leases from Landlord those certain premises located at 4 Currency Drive and 6 Finance Drive, a freestanding building of approximately 11,060 sq. ft. on two lots totaling approximately 1.68 acres in Bloomington, Illinois, hereinafter referred to as the "Premises."

**WHEREAS**, One of the Tenants desires to change its name.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

- 1. TENANT NAME CHANGE:** Kimberly Jackson (Tenant), Johnette Palumbo (Tenant) and OnProp, L.L.C. (Landlord) have each received notice from Mass VR-Beyond Realty, L.L.C. (Tenant) that it desires to change its name to JK Entertainment, L.L.C. Both Kimberly Jackson and Johnette Palumbo as Tenant, and OnProp L.L.C. as Landlord, agree and consent to the name change.
- 2. RATIFICATION:** Defined terms used in this Agreement and not otherwise defined shall have the same definitions as set forth in the Lease. The provisions of this Agreement shall prevail over any inconsistent or conflicting provisions of the Lease. Except to the extent hereby modified the Lease shall remain in full force and effect.
- 3. COUNTERPARTS, FACSIMILE:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts together shall constitute but one Agreement. Any signature on a copy of this Agreement or any document necessary to convenient thereto sent by electronic

transmission, pdf or facsimile shall be binding upon transmission and the electronic, pdf or facsimile copy may be utilized for the purpose of this Agreement.

- 4. **BINDING AGREEMENT:** This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as of the day and year first written above.

ACCEPTED AND AGREED TO BY:

**LANDLORD:**  
ONPROF, L.L.C.  
an Illinois limited liability company  
by its manager:

The Richard B. Owen Marital Trust



Brent Alesman, Co-Trustee



Donald L. Wetstein, Co-Trustee

**TENANT:**  
JK ENTERTAINMENT, L.L.C.,  
an Illinois limited liability company



By: Johnette Palumbo, Its Owner



By: Kimberly Jackson, Its Owner



Kimberly Jackson, an Individual



Johnette Palumbo, an Individual

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (the "Lease") is made and entered into and effective this **5th day of October 2018**, (the "Lease Commencement Date") by and between **OnProp, L.L.C.**, an Illinois limited liability company, hereinafter referred to as "Landlord" and **Mass VR-Beyond Reality, L.L.C.**, an Illinois limited liability company, **Kimberly Jackson**, an individual and **Johnette Palumbo**, an individual, hereinafter, collectively referred to as "Tenant."

### WITNESSETH:

#### 1. PREMISES:

- 1.1. Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord **4 Currency Drive and 6 Finance Drive, a freestanding building of approximately 11,060 sq. ft. on two lots totaling approximately 1.68 acres in Bloomington, Illinois**, hereinafter referred to as the "Premises."

#### 2. LEASE TERM:

- 2.1. The term of this Lease ("Lease Term") shall be for a period of time commencing on the Lease Commencement Date and expiring on the last day of the fifth (5th) Lease Year (as hereafter defined), unless terminated or extended, pursuant to the terms of this Lease. Rent (as hereafter defined) shall be prorated for any partial calendar month based on the number of days in the month.
- 2.2. "Rent Commencement Date:" The date which is the earlier of (a) the date Tenant commences business operations at the Premises, or (b) February 1, 2019.
- 2.3. "Lease Year": Each successive period of twelve (12) consecutive full calendar months commencing on the Rent Commencement Date; provided however, that in the event the Rent Commencement Date does not occur on the first day of any calendar month, the first Lease Year shall commence on the Rent Commencement Date and shall expire on the last day of the twelfth full calendar month following the Rent Commencement Date and thereafter, each subsequent Lease Year shall consist of each successive period of twelve (12) consecutive full calendar months through the end of the Lease Term.

#### 3. RENT:

- 3.1. Tenant agrees and covenants to pay Landlord without deduction or setoff for the Lease Term the sum of Three Hundred Ninety-Three Thousand Four Hundred Twenty-Five and 40/100 Dollars (**\$393,425.40**) payable in lawful money of the United States of America. For the convenience of Tenant, Landlord has agreed to accept the Rent in monthly installments as provided below, so long as Tenant is not in default. **Upon execution of this**

**Lease, Tenant shall pay Landlord \$6,300.00, which will be applied to the first full monthly rental payment due. No security deposit shall be required from Tenant.**

Lease Commencement Date to Rent Commencement Date – No Rent due.

Rent Commencement Date through the end of **Lease Year 1 - \$6,300.00 per month** plus amount due for any partial month.

**Lease Year 2 - \$6,426.00 per month**

**Lease Year 3 - \$6,554.52 per month**

**Lease Year 4 - \$6,685.61 per month**

**Lease Year 5 - \$6,819.32 per month**

- 3.2.** Rent is due on or before the first day of each calendar month during the Lease Term without invoicing. If any payment due from Tenant has not been received by Landlord within ten (10) days from the day that it is due, a late payment penalty of ten percent (10%) shall be due and owing. No notice needs to be given to Tenant from Landlord for the penalty to be due.
- 3.3.** All payments under this Lease shall be made payable to Landlord and mailed to: **OnProp, L.L.C. P.O. Box 5110, Bloomington, IL 61702-5110**, or such other place as Landlord or its assigns may designate from time to time in writing.
- 3.4.** If Tenant is not in default, Tenant shall have the right to elect one (1) renewal option period ("Renewal Option"). The Renewal Option will be for five (5) consecutive Lease Years commencing at the expiration of the initial Lease Term. The Tenant must notify the Landlord in writing 120 days prior to the end of the initial Lease Term to exercise its Renewal Option. If no notice has been received by Landlord within 120 days prior to the end of the initial Lease Term, Tenant's Renewal Option will expire and become null and void. If Tenant exercises its Renewal Option, Tenant agrees and covenants to pay Landlord Four Hundred Thirty-Four Thousand Three Hundred Seventy-Three and 36/100 Dollars (**\$434,373.36**) as Rent payable in lawful money of the United States of America. For the convenience of Tenant, and so long as Tenant is not in default, the Rent for the Renewal Option may be paid in monthly installments as follows:

**Lease Year 6 - \$6,955.71 per month**

**Lease Year 7 - \$7,094.82 per month**

**Lease Year 8 - \$7,236.72 per month**

**Lease Year 9 - \$7,381.45 per month**

**Lease Year 10 - \$7,529.08 per month**

#### **4. USE AND OCCUPANCY:**

- 4.1.** Tenant may use the Premises only for the purpose of conducting therein a retail entertainment venue consisting of, but not limited to, a Virtual Reality arena, VR simulators, food, liquor and gaming.
- 4.2.** Tenant's use of Premises will not violate any ordinance, law, or regulation of any governmental body.
- 4.3.** Tenant agrees not to do or suffer any act on the Premises which will unreasonably interfere with or impair the use and enjoyment of neighboring properties or which will

endanger the person or property of the Landlord, or other tenants, employees, or guests, on Premises. These restrictions include but are not limited to noise, odors and hazardous materials.

- 4.4. The Tenant further agrees neither to maintain nor to permit to be maintained any nuisance, nor to commit any waste in or about said Premises and will not use nor allow the Premises to be used for any immoral, unlawful or objectionable purpose.
- 4.5. No smoking is permitted inside the building of which is a part of the Premises or within 15 feet of entrances and windows of the building as outlined in the state of Illinois Ban on Smoking Law.
- 4.6. Tenant will have access to the Premises on a 24 hour a day basis.

## **5. REPAIRS AND MAINTENANCE:**

- 5.1. Tenant shall, at all times, keep the Premises in good, attractive, sanitary condition and not to permit any condition to exist on the Premises, which might unreasonably render the adjoining or adjacent areas unsanitary.
- 5.2. Except as otherwise stated in this Lease, Tenant shall be solely responsible, at Tenants sole cost, for making any repairs or replacements to the interior of the building, which is a part of the Premises, including without limitation, personal property, improvements, equipment, lighting, all door and window glass and any exterior entryways and adjoining framework. Tenant agrees that all such maintenance and repairs shall be completed in a good and workmanlike manner, shall be promptly performed, and shall be of the same or equal type and quality as the materials and workmanship originally utilized in the improvements on the building. If Tenant refuses or neglects to commence or complete repairs promptly and adequately Landlord may, but shall not be required to, perform such maintenance and to require Tenant to reimburse Landlord for all expenses incurred in connection therewith.
- 5.3. Tenant, at Tenant's sole expense shall schedule and pay promptly for landscaping, lawn mowing, snow removal and salting of the sidewalks and parking lot.
- 5.4. Tenant agrees to enter into and pay for a quarterly maintenance contract with a qualified HVAC contractor to inspect and service the HVAC equipment servicing the Premises. If any mechanical issue arises with an HVAC unit where the expense to repair or replace the mechanical component is in excess of \$500.00 per occurrence, Landlord at Landlord's sole cost and expense will be responsible for the repair or replacement of said component.
- 5.5. Landlord agrees at all times and at its sole cost to keep and maintain the parking lot (with the exception of salting and snow removal), the exterior roof, exterior walls and the foundation of the building, which is a part of the Premises, in good and tenantable condition and repair.
- 5.6. Unless Tenant overloads the electrical or plumbing systems servicing the Premises or as otherwise mentioned elsewhere in this Lease, Landlord at Landlord's sole cost and expense agrees to keep the electrical and plumbing systems servicing the Premises in good repair and does hereby agree to preform needed repairs within a reasonable time after receipt of notice for such repair.
- 5.7. Landlord shall not be liable for any damage of any sort arising out of any failure by Landlord to perform maintenance and repairs as and when required, unless Landlord has

received prior written notice from Tenant of the condition giving rise to such damage and Landlord has been negligent in failing to take necessary corrective action.

## **6. UTILITIES, TAXES, AND MISCELLANEOUS EXPENSES:**

### **6.1. Tenant agrees at its sole cost, to pay promptly for:**

**6.1.1.** All utilities including gas, electric, water, storm water, sewer, telephone, internet, and any other utility. Landlord shall in no event be liable for any interruption or failure of utility services and/or other services on the Premises unless such interruption or failure is due to Landlord's negligence or willful misconduct. Tenant agrees to not overload the electrical, plumbing or sewer systems of the Premises. Tenant is also responsible at its sole cost, for contracting and installing all necessary telephone, cable or internet lines. **Upon execution of this Lease, Tenant will change the utilities into the name of the Tenant.**

**6.1.2.** Personal property taxes, and all business taxes, licenses, and fees levied or imposed by any governmental authority upon the Premises and/or business operations and activities of Tenant.

**6.1.3.** Garbage and waste removal.

**6.1.4.** Fire extinguisher(s) and the maintenance of, and sprinkler system (if any) and alarm system (if any) for fire and burglary.

**6.2.** Landlord agrees to pay all Real Estate Taxes and Special Assessments in connection with the Premises.

## **7. ALTERATIONS AND CHANGES:**

**7.1.** Tenant agrees that it will not make alterations or changes to the Premises without Landlord's prior written consent. If consent is given, Tenant may, from time to time, install and remove furniture, fixtures and equipment appropriate for the use herein authorized provided that no such furniture, fixtures or equipment shall be placed in or used or suffered to remain upon the Premises if the same shall damage said Premises.

**7.2.** If consent is given, all alterations, improvements or additions of a permanent nature made or installed by Tenant to the Premises shall become the property of the Landlord at the expiration or termination of this Lease.

**7.3.** In the event that Tenant shall make alterations or changes to the Premises, with the prior written consent of the Landlord, Tenant agrees not to do so or suffer any act which gives rise to a mechanic's lien or material men's lien.

**7.4.** In the event that Tenant shall with the consent of Landlord, install trade fixtures or equipment on the Premises in such a way that removal of the same shall leave the Premises with apparent damage, Tenant shall repair said damage at its expense at the time of the removal of said fixtures or equipment.

## **8. DISHONORED ITEM FEE:**

**8.1.** Tenant agrees to pay Landlord a \$25.00 fee for any check, automatic clearing house (ACH) transfer, wire, or other form of payment made under this Lease that is not honored by Tenant's banking institution.

## **9. HOLDING OVER:**

**9.1.** In the event Tenant remains in possession of the Premises or any part thereof beyond the expiration of the term of this Lease or extension thereof, the monthly rental rate shall be **One Hundred Fifty Percent (150%) of the last monthly rental rate as specified in this Lease or any extension thereof.** The monthly rental rate may be prorated based on the number of days in any given month if the hold-over is less than the full calendar month. The Tenant agrees the Hold-Over provision contained herein, does not prevent Landlord from filing a lawsuit to evict Tenant.

**10. BANKRUPTCY AND INSOLVENCY:**

- 10.1.** This Lease shall not, nor shall any interest therein, be assignable as to the interest of Tenant, by operation of law, or otherwise, without the written consent of Landlord.
- 10.2.** This Lease and the interest of Tenant or of any permitted assignee of the rights of Tenant hereunder, shall not be subject to garnishment or sale under execution, or otherwise, as a result of any suit or proceeding which may be brought against said Tenant or any assignee of said Tenant. A general assignment by Tenant for the benefit of creditors or any action taken or suffered by Tenant under any insolvency or bankruptcy act shall constitute a default of this Lease by Tenant. In such event this Lease shall not be treated as an asset of the Tenant after such general assignment for the benefit of creditors or after an adjudication of bankruptcy.

**11. INSURANCE:**

- 11.1.** Landlord shall provide fire and extended coverage insurance upon the building with insurance coverage of 100% of the replacement value.
- 11.2.** Tenant shall procure and maintain, at Tenant's expense, comprehensive public liability insurance indemnifying Tenant and Landlord with respect to use and occupancy of the Premises, with a single limit of at least \$1,000,000.00.
- 11.3.** If Liquor is being consumed on the Premises, Tenant shall procure and maintain, at Tenant's expense, liquor liability insurance indemnifying Tenant and Landlord, with a single limit of at least \$2,000,000.
- 11.4.** Tenant shall, at Tenant's cost and expense, procure and maintain fire and extended coverage insurance that insures all of Tenant's property interests, furniture, fixtures, and equipment located on the Premises, in an amount not less than 100 percent of the full replacement cost. The proceeds from such policy shall be used by Tenant to replace or restore such property as was damaged. Tenant hereby releases Landlord of and from any theft or damage or claim of damage or theft to the personal property of Tenant on the Premises, owned or used by Tenant or its agents, employees or partners, occurring by reason of any fire, theft, or other casualty, and agrees to hold Landlord harmless therefrom.
- 11.5.** Tenant shall name Landlord and Landlord's lender as additional insureds on a primary, non-contributory basis on all lines of insurance in Sections 11.2 and 11.3 of this Lease and a certificate of insurance, or other form acceptable to Landlord, shall be delivered to Landlord and Landlord's lender each year at renewal or any change thereto.
- 11.6.** Tenant shall maintain at all times adequate worker's compensation insurance.
- 11.7.** Tenant shall, at all times, maintain business interruption insurance insuring Tenant for loss of income and payments of rents to Landlord for at least a six-month period.

11.8. All policies of insurance provided for herein shall be issued by responsible insurance companies qualified to do business in the state of Illinois.

**12. INDEMNIFICATION:**

12.1. Tenant shall indemnify and hold harmless Landlord and Landlord's agents, officers, employees, and invitees from all losses, costs, damage, or expenses resulting or arising from any and all injuries, or death of any person, or damage to any property caused by any act, omission, or neglect of Tenant or Tenant's officers, employees, agents, guests, invitees, or other parties contracting with Tenant under a contract relating to the Premises. Landlord shall not be liable for any damage of any kind, or for any damage or injury to persons or property during the term of this Lease from any cause whatsoever by reason of the use, occupancy, or enjoyment of the Premises by Tenant.

**13. DAMAGE OR DESTRUCTION OF PREMISES:**

13.1. If the Premises or the building which is a part of the Premises is partially or totally destroyed by fire, or other casualty or any other cause whatsoever, Tenant shall give immediate notice thereof to Landlord.

13.2. If the Premises or the building which is a part of the Premises is substantially or totally damaged by fire, other casualty, or any other cause whatsoever (except condemnation), then Tenant or Landlord may terminate this Lease effective as of the date of the damages or destruction. Written notice of such termination needs to be given to the other party within 30 days from the date the damage or destruction occurred.

13.3. If the Premises or the building which is a part of the Premises is damaged by fire, other casualty, or any other cause whatsoever (except condemnation), but not substantially or totally damaged then this lease shall not terminate. Upon receipt of insurance proceeds, Landlord shall utilize its best effort to build, rebuild, or repair the damaged Premises or building to substantially the same condition in which the Premises or building existed prior to such damage. Tenant's Rent charges, after 6 months from the date of the damage, shall be reduced by an amount proportionate to the area of the subject Premises which is unusable during the period of repair if such damage was not caused by Tenant, its employee's or agent's negligence.

**14. CONDEMNATION:**

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

then this Lease shall terminate as if the entire Premises had been taken, leased or condemned.

**15. ACCEPTANCE AND SURRENDER OF PREMISES:**

- 15.1. Except as otherwise specified in this Lease, Tenant accepts the Premises in "As Is Where Is" condition with no improvements or other work supplied by Landlord.
- 15.2. Upon expiration of this Lease or earlier termination, Tenant shall redeliver the Premises together with all keys, to Landlord in good order, condition, and state of repair, allowing only for ordinary wear and tear.

**16. ENTRY BY LANDLORD:**

- 16.1. After at least 24 hours' notice, unless a shorter notice is required due to exigent circumstances, Tenant shall permit Landlord and its agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same or for the purpose of making repairs, alterations or additions to any portion of the Premises, including the erection and maintenance of such scaffolding, canopies, fences, etc. as may be required.
- 16.2. During the last four (4) months of the Lease Term or any extensions thereof, Landlord and its agents, after at least 24 hours' notice to the Tenant, may enter the Premises for the purpose of showing the same to prospective tenants.

**17. MORTGAGE BY LANDLORD:**

- 17.1. It is understood that Landlord contemplates placing one or more mortgages or deeds of trust upon the Premises. In connection therewith, Landlord also contemplates assigning all or a part of its rights under and by virtue of this Lease. If so required by the lending agency, Tenant agrees to acknowledge receipt of notice of any such assignment, when presented to it and agrees to pay the Rent due under this Lease directly to such assignee as so assigned by Landlord.

**18. SIGNAGE:**

- 18.1. Tenant, at Tenant's sole cost and expense, shall paint the sides of the existing pole sign, replace the existing sign insert with a new insert and shall replace the light bulbs and ballast(s) as needed, on an ongoing basis. All other repair costs for the pole sign shall be a Landlord expense.
- 18.2. If Tenant so elects, Tenant may add signage with the prior written consent of Landlord and the City of Bloomington.
- 18.3. Upon termination of this Lease whether by default or otherwise, Tenant agrees to remove all signs and decals from the Premises and to repair any damage caused by such removal unless otherwise stated in this Lease. Landlord grants Tenant the option to either remove and replace the sign insert on the pole sign with a new blank insert or to paint the sign insert black. In no instance shall there not be a sign insert.
- 18.4. Tenant, if Tenant so elects, may install a sign on the front exterior of the building which is a part of the Premises. If Tenant so elects to purchase and install such sign, Tenant will allow Landlord to review and approve final design plans and Tenant will fill in any existing holes and paint building where necessary prior to installation. Upon termination of this Lease by default or otherwise, Tenant will remove said sign and will be careful not to cause

excessive damage to the building by such removal. Said sign is considered personal property of the Tenant.

**19. NON-WAIVER:**

**19.1.** No covenant or condition of this Lease can be waived except by written consent of both Landlord and Tenant, and forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed. Until complete performance the other party shall be entitled to invoke any remedy available to it under this Lease by law, despite said forbearance or indulgence.

**19.2.** The acceptance of Rent or other payment due hereunder shall not be a waiver of any breach of any term, covenant or condition of this Lease.

**20. NOTICE:**

**20.1.** Any notice to Landlord provided for herein, shall be deemed to have been served upon receipt or refusal when such notice, addressed to Landlord, has been delivered in person or sent by certified mail with return receipt to the place where the Rent shall last have been accepted prior to such notice. Any notice to Tenant, as provided herein, shall be deemed to have been served upon receipt or refusal when such notice, addressed to Tenant has been delivered in person or sent by certified mail to: **4 Currency Dr. Bloomington, IL 61704.**

**21. RULES:**

**21.1.** Landlord reserves the right, from time to time, to make reasonable uniform and non-discriminatory rules for the conduct of Tenant, and which shall pertain to the safety, care and cleanliness of the Premises. All such rules shall be in writing and shall be delivered to Tenant, and Tenant shall be afforded reasonable opportunity to comply therewith. Any discrepancies between the Rules and Regulations and the body of the Lease shall be governed by the body of the Lease.

**22. SUBLEASE:**

**22.1.** Tenant may sublet or assign all (but not a portion) of its interest in and to this Lease and the Premises with the prior written consent of Landlord, which Landlord agrees will not be unreasonably withheld; however, no such assignment or sublease shall relieve Tenant of its obligations hereunder, unless approved in writing by Landlord. Tenant agrees to provide Landlord at least a ninety (90) days advanced written notice of its intent to sublet the Premises.

**23. TOXIC AND HAZARDOUS MATERIALS:**

**23.1.** The Tenant has represented it will not maintain, receive, use or store any toxic or hazardous materials in or about the Premises or in the operation of its business. If the Tenant should happen to receive, or accept delivery of any toxic or hazardous material, the Tenant agrees that such material will be handled only in accordance with all applicable federal, state or local statutes or ordinances and that Tenant will be fully responsible therefore, and that the Tenant will hold the Landlord completely harmless from any claim that might arise because of the presence of any of the said toxic or hazardous material,

whatever said material may be, and that said toxic or hazardous material shall be promptly and properly removed from the Premises and the common areas and parking area. Notwithstanding any other provision in this Lease, the Tenant shall have no liability or responsibility for any environmental condition existing or present at the Premises as of the date prior to Tenant taking possession.

#### **24. DEFAULT AND REMEDIES:**

**24.1.** In the event that Tenant shall fail to pay any money required of it hereunder within seven (7) days after written notice from Landlord of Tenant's failure to do so, or if Tenant defaults in any other covenant herein required of Tenant, and fails to cure such default within fifteen (15) days after notice from Landlord of such default, or if the Tenant makes an assignment for the benefit of creditors or files its petition in bankruptcy or for adjustment of its indebtedness under the bankruptcy laws, or is adjudicated bankrupt, or if Tenant shall vacate or abandon the Premises, or leaves the Premises empty for a period of thirty continuous days then Landlord shall have the option to pursue any one or more of the following remedies in addition to any other remedies available to Landlord at law or in equity:

**24.1.1.** To give Tenant written notice that this Lease is terminated on the date of such given notice or any later date specified therein; and on such specified date, Tenant's right to possession of the Premises shall cease and this Lease shall thereupon be terminated;

**24.1.2.** To re-enter and take possession of the Premises, or any part thereof, and repossess the same, and expel Tenant and those claiming through or under Tenant without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or unaccrued Rents or preceding breach of the Lease;

**24.1.3.** To perform such default(s) and the actual and reasonable costs thereof to Landlord shall forthwith be reimbursed to Landlord immediately by Tenant. Failure of Tenant to reimburse Landlord, after notice thereof, shall constitute an additional default by Tenant; or

**24.1.4.** To elect to waive such default and continue this Lease as if such event of default had not occurred, provided that Tenant shall pay to Landlord all late charges as provided herein, or, if the default is other than for failure to pay Rent, an administrative charge of \$100. Said administrative charge shall apply to each such default.

**24.2.** Should Landlord take possession pursuant to this Lease or as provided for by law, Landlord may, from time to time, relet the Premises, or any part thereof, upon such terms and conditions as Landlord may deem advisable, with the right to make alterations and repairs to the Premises.

**24.3.** All sums due hereunder shall bear interest from the date when due to the date paid at the rate of 10% per annum.

**24.4.** If an event of a default, regardless of whether Landlord elects to terminate the Lease or re-enter and take possession of the Premises, the entire Rent under this Lease shall be

accelerated and immediately due and payable. Said Rent shall be determined by multiplying the current monthly rent and other charges by the number of months remaining in the Lease. Tenant will be given seven (7) days to remove Tenant's personal property from the Premises. If Tenant's personal property remains on the Premises after the end of the seven days, Tenant's personal property shall be deemed abandoned and Landlord shall take exclusive possession of Tenant's Property.

- 24.5.** In the event that Landlord shall be in default of any of Landlord's warranties, representations and covenants hereunder, and if Landlord fails to cure the default within a reasonable time, in addition to all other remedies available to Tenant, Tenant may cure said default and shall thereby have an offset against Rents thereafter becoming due and payable and shall exercise said right to the extent of any sums expended, including reasonable attorney fees, to cure Landlord's default.
- 24.6.** In the event this Lease is executed by more than one person or business entity as Tenant, then the liability of the persons or business entities so signing will be joint and several, and a judgement against one will not bar the Landlord from taking action against another.

## **25. ATTORNEY FEES:**

- 25.1.** Tenant hereby agrees to pay, as additional rent, all attorney fees and disbursements and all other court costs or expenses of legal proceedings that Landlord may incur or pay out by reason of, or in connection with:
- 25.1.1.** Any default by Tenant in the observance or performance of any obligation under the Lease, including but not limited to matters involving payment of Rent, computation of escalations, alterations or other Tenant's work, and subletting or assignments;
- 25.1.2.** Any action or proceeding brought by Tenant against Landlord, or any officer, partner, or employee of Landlord, in which Tenant fails to secure a final unappealable judgment against Landlord;
- 25.1.3.** Any assignment, sublease or leasehold mortgage proposed or granted by Tenant whether or not permitted under this Lease, and all negotiations with respect thereto; and
- 25.1.4.** Any alteration of the Premises by Tenant, and all negotiations with respect thereto.
- 25.2.** Tenant's obligations hereunder shall survive the expiration of the Term or any other termination of this Lease. This is intended to supplement and not to limit other provisions of this Lease pertaining to indemnities and/or attorney fees.

## **26. VENUE:**

- 26.1.** The validity and construction and interpretation of this Lease and any of its individual terms and provisions, as well as the rights and duties of the parties hereto, shall be governed, interpreted and enforced in accordance with the laws of the State of Illinois and the United States of America. The federal and state courts in the State of Illinois shall have exclusive jurisdiction to hear and determine any claims, disputes, actions, or suits which may arise under or out of this Lease and all parties agree that the exclusive venue for any such dispute will be in McLean County, Illinois (if state court) or the United States District Court for the Central District of Illinois (if federal court). The parties agree and

voluntarily consent to the personal jurisdiction and the venue of such courts for such purposes.

**27. SEVERALABILITY:**

**27.1.** If any clause or provision of this Lease is deemed illegal, invalid or unenforceable by a court of competent jurisdiction, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected and it is also the intention of the parties to this Lease that in lieu of each clause or provision that is illegal, invalid, or unenforceable, there be added an enforceable clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible.

**28. LANDLORD'S WARRANTIES:**

**28.1.** Landlord warrants that (1) Landlord is the manager or owner of Premises with full right and authority to enter into this Lease, (2) Tenant shall peacefully and quietly hold, occupy and enjoy the Premises throughout the term hereof provided Tenant is not under default of the provisions of this Lease and (3) Tenant may use the Premises for the purposes set forth in this Lease as a matter of right and that such uses comply with all applicable laws rules and regulations, covenants, and restrictions which apply to, or affect the Premises. Landlord further agrees that any transfer or assignment of Landlord's rights in the Premises will not modify, cancel, or affect Tenant's rights under this Lease.

**29. BINDING ON ASSIGNEES AND PERSONAL REPRESENTATIVE:**

**29.1.** This Lease shall be binding upon and shall inure to the benefits of the heirs, legatees, devisees, personal representatives, successors and assigns of the respective parties.

**30. FACSIMILE/COUNTERPARTS:**

**30.1.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts together shall constitute but one Lease. Any signature on a copy of this Lease or any document necessary to convenient thereto sent by electronic transmission or facsimile shall be binding upon transmission and the electronic or facsimile copy may be utilized for the purpose of this Lease.

**31. ESTOPPEL CERTIFICATES:**

**31.1.** Tenant shall, within 10 days of a request in writing from the Landlord, execute, acknowledge, and deliver to Landlord such statements in writing as may be requested by the Landlord certifying to the status of the Lease and the performance of the obligations of Landlord and Tenant thereunder, including but not limited to a certification that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that the Lease, as to modified, is in full force and effect; the amount and the date to which Rent and other charges are paid; whether any default under the Lease has occurred or exists by any party thereto and, if so, describing the nature of such default; stating the amount of any security deposit held by Landlord and the amount of and date to which prepaid rentals, if any, have been paid, and containing such other reasonable information as Landlord shall request.

**32. PURCHASE OPTION:**

**32.1.** Tenant is granted the option to purchase the properties commonly known as 4 Currency Drive and 6 Finance Drive (the "Purchase Option"). If Tenant desires to exercise its Purchase Option, Tenant must give Landlord written notice on or before the 120<sup>th</sup> day prior to the end of the initial Lease Term. If notice is so given, Tenant must close on the transaction within 120 days from the date notice was given unless the closing is delayed due to no fault of Tenant. The agreed purchase price is \$750,000 "as is where is." If no notice has been received by Landlord as required herein, Tenant's Purchase Option will expire and become null and void.

**33. IMPROVEMENTS:**

**33.1.** Tenant, at Tenant's sole cost and expense and with Landlord's consent, agrees to perform the work as described in EXHIBIT "A" attached hereto under the Tenant Improvements section and agrees to obtain permits, where necessary, and to perform all work in a workman like manner.

**33.2.** Landlord, at Landlord's sole cost and expense, agrees to perform the work as described in EXHIBIT "A" attached hereto under the Landlord Improvements section and agrees to obtain permits, where necessary, and to perform all work in a workman like manner. Tenant acknowledges Landlord will retain a key to the building of which is a part of the Premises in order to complete the Landlord Improvements.

**33.3.** Landlord has the option to elect the removal of any Tenant Improvement that is marked with an asterisk on the attached EXHIBIT "A" within the first two years after lease termination. If Landlord so elects to exercise its option, Landlord must provide written notice to Tenant and Tenant will be allowed 45 days from date of receipt to remove said Tenant Improvement at Tenant's sole cost and expense and to return the space to its original condition at the time Lease was executed by Tenant. The provisions of this paragraph shall survive the expiration or other termination of this Lease.

**34. ENTIRE AGREEMENT:**

**34.1.** This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, shall be of any force or effect.

**SIGNATURES ON FOLLOWING PAGE:**

**PRIOR TO SIGNING THIS LEASE, TENANT HAS READ AND UNDERSTANDS ALL THE PROVISIONS OF THIS LEASE. THE PARTIES HERETO AGREE TO THE TERMS OF THE LEASE.**

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as of the day and year first written above.

**ACCEPTED AND AGREED TO BY:**

**LANDLORD:**

**ONPROP, L.L.C.**

an Illinois limited liability company  
by its manager:

The Richard B. Owen Marital Trust

\_\_\_\_\_  
Brent Alsman, Co-Trustee

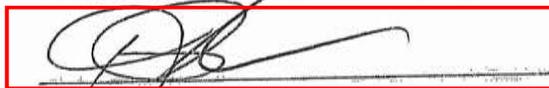
\_\_\_\_\_  
By  Co-Trustee

Donald L. Wettstein, Co-Trustee

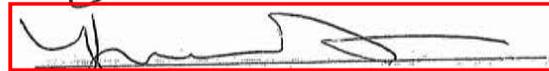
**TENANT:**

**MASS VR-Beyond Reality, L.L.C.**

an Illinois limited liability company

\_\_\_\_\_  


By: Johnette Palumbo, Its Owner

\_\_\_\_\_  


By: Kimberly Jackson, Its Owner

\_\_\_\_\_  


Kimberly Jackson, an Individual

\_\_\_\_\_  


Johnette Palumbo, an Individual

## EXHIBIT "A"

### Tenant Improvements

#### Outside

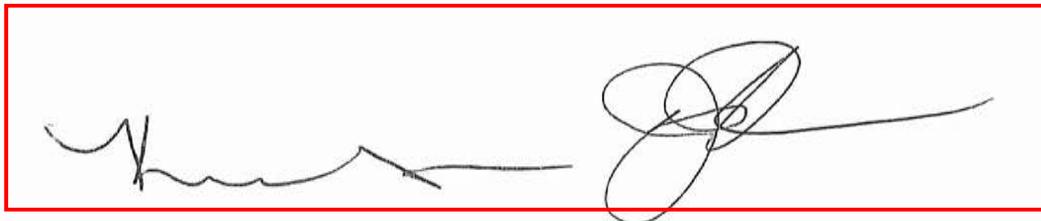
- 1) (\*) Frame in four overhead doors, insulate, water proof and install metal or vertical vinyl siding to coordinate with existing colors.
- 2) Add a portion of concrete to square off existing concrete at southeast end of building
- 3) Add culvert drain and concrete to existing curb cut on west side of property so that concrete links up with existing concrete
- 4) Paint metal trim black around large sign on north side of property and install new sign panel insert with company name.

#### Inside

- 1) Install VCT tile in upstairs mezzanine and possibly a wall. May need to install additional subfloor for stability.
- 2) Install larger water heater, if necessary.
- 3) (\*) Install wall and door(s) in warehouse that is ~32ft from existing north warehouse wall for new simulator room and onboarding room. Install carpet in simulator room. Either remove radiant heating system and discard or drywall around existing radiant heating system and disconnect.
- 4) (\*) Install wall on west side of warehouse to divide simulator room from onboarding room.
- 5) Purchase and Install HVAC units to service the existing entire warehouse area.
- 6) Remove north and west wall of wash bay area.
- 7) Remove metal drain grates in warehouse and store on site for later use. Install new drain covers.
- 8) Replace sink and tile in both front bathrooms, if desired by Tenant.
- 9) (\*) Add murals to walls in seating area.
- 10) Paint dropdown ceiling throughout either light gray or silver.
- 11) Remodel current kitchen area (now adult gaming area) by removing some cabinets and sink and tap off drain and water line. Fill in half-walls with windows.
- 12) Remodel existing counter area on northwest side of building (now kitchen area) by removing cabinets along the west wall, covering one window so that it is still esthetically pleasing for the outside, install new sink, connect sink drain and water lines to drain and water lines in closest bathroom. Will need to remove a portion of tile and concrete to connect drain line to bathroom and then reinstall.
- 13) Remove wall between the two most westerly offices and raise ceiling and change out ductwork and lighting.
- 14) Install various new outlets and other cable/phone lines for tenant's specific needs in various locations throughout building.
- 15) Obtain permits and lien waivers for all work performed.
- 16) Restripe parking lot per City code.

### Landlord Improvements

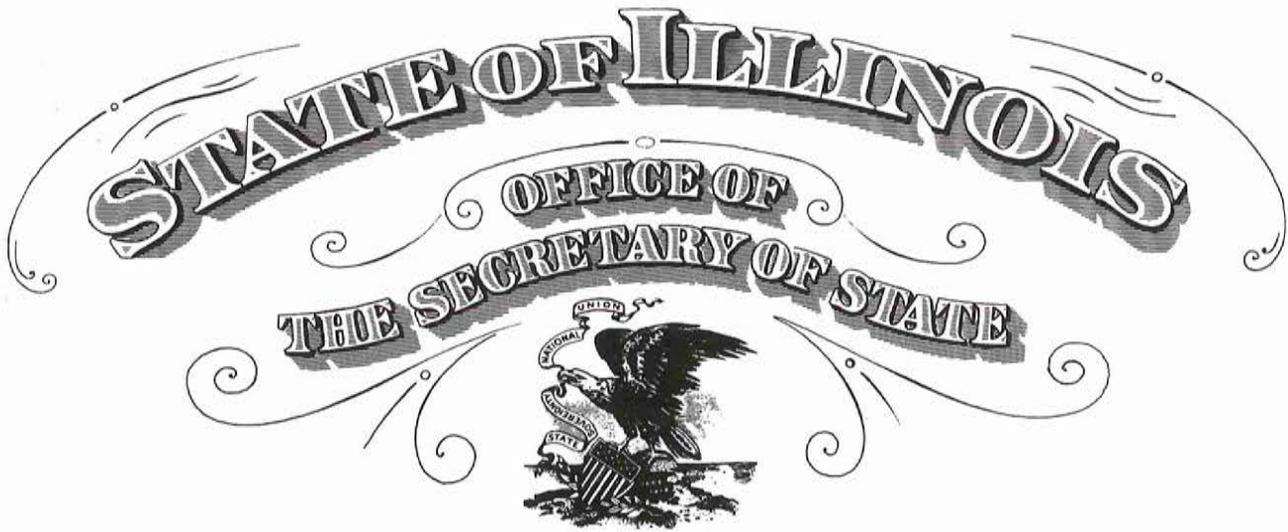
- 1) Remove and dispose of Greenhouse structure.
- 2) Remove rock from existing concrete on south end of building and spread over other areas of rock on southeast side of 6 Finance.
- 3) Remove black decorative gate from east edge of building to the edge of the concrete and store on site.
- 4) Repair the section of the decorative gate that was cut by Metronet.
- 5) Remove and dispose of chain link fence on west side of property.
- 6) Install matching metal siding on south end of building.
- 7) Remove and dispose of power poles in existing open office area.
- 8) Inspect and service all three existing HVAC units so that they are in good operating condition shortly after lease execution.
- 9) Raise or replace existing negative grade sidewalk on east side of property.

A red rectangular box containing two handwritten signatures. The signature on the left is a cursive name, possibly 'M. J. ...'. The signature on the right is a more complex, stylized cursive signature.



File Number

0725183-1



**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*

JK ENTERTAINMENT, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON SEPTEMBER 26, 2018, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY 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 16TH day of OCTOBER A.D. 2018 .***

*Jesse White*

SECRETARY OF STATE



**CONSENT AGENDA ITEM NO. 7G**

FOR COUNCIL: December 17, 2018

**SPONSORING DEPARTMENT:** City Clerk's Office

**SUBJECT:** Consideration of the Change in Classification Application of Lupita's Hispanic and American Grocery, Inc. d/b/a Lupita's Hispanic and American Grocery, located at 1512 W. Market St., Suite 200, requesting a Class RAPS (Restaurant and Package Sales, All Types of Alcohol, Sunday Sales) liquor license, which would allow the sale of all types of alcohol for consumption on the premises and the retail sale of packaged liquor for off premise consumption seven (7) days a week, as requested by the City Clerk's Office.

**RECOMMENDATION/MOTION:** That the Change in Classification Application of Lupita's Hispanic and American Grocery, Inc. d/b/a Lupita's Hispanic and American Grocery, located at 1512 W. Market St., Suite 200, requesting a Class RAPS (Restaurant and Package Sales, All Types of Alcohol, Sunday Sales) liquor license, which would allow the sale of all types of alcohol for consumption on the premises and the retail sale of packaged liquor for off premise consumption 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 December 11, 2018 on the Change in Classification Application of Lupita's Hispanic and American Grocery, Inc. d/b/a Lupita's Hispanic and American Grocery, located at 1512 W. Market St., Suite 200, requesting a Class RAPS (Restaurant and Package Sales, All Types of Alcohol, Sunday Sales) liquor license, which would allow the sale of all types of alcohol for consumption on the premises and the retail sale of packaged liquor for off premise consumption seven (7) days a week, as requested by the City Clerk's Office.

Present were: Commissioners Tari Renner, Lindsey Powell, and Jim Jordan; George Boyle, Asst. Corporation Counsel, Asst. Police Chief Greg Scott, and Ashley Lara, Legislative Assistant.

Arturo Hernandez, Owner of Lupita's Hispanic & American Grill, and an additional representative of the establishment came before the Commission on behalf of the application.

Mr. Boyle stated that this is a change of classification from a PAS, which is essentially a grocery store packaged license to a RAPS. There has been a restaurant added. He explained there has been a previously approved change in classification for this applicant. However, the restaurant had not yet been constructed. When a license is approved, it is an approval for the ability to obtain a license, which lapses after 12 months. In this case, the previous change in classification authorization from the Council lapsed on June 8th of this year. Since the initial application, the restaurant facilities have been built and approved by the health and fire inspectors.

Commissioner Renner asked whether the police have any concerns. Asst. Chief of Police Greg Scott stated they do not.

Commissioner Jordan asked whether the bar and the grocery store is all one room, based on the floor plan. The representative from Lupita's stated the grocery is divided from the restaurant. It is the same building but they built a wall to divide it from the restaurant.

Commissioner Jordan clarified that there is a doorway from the grocery store into the bar and the restaurant. The representative from Lupita's stated that it is a separate space. Commissioner Renner asked if it is separate and they responded yes.

Commissioner Jordan asked Mr. Boyle whether this falls under the same type of classification as Hy-Vee. Mr. Boyle responded yes.

Mr. Boyle asked whether it is expected that customers will take the alcohol out of the restaurant and drink it in the store. The representative replied no.

Commissioner Renner asked if Commissioner Powell had any concerns and she responded that she had no concerns.

Commissioner Renner asked for a motion to submit to the Council with a positive recommendation.

Motion by Commissioner Powell seconded Commissioner Jordan to submit to the Council with a positive recommendation.

Commissioner Jordan stated he would second with the stipulation that they fully understand the concept of what is being approved. He asked what time they would be serving in the bar. The representative responded 11 a.m. to 9 p.m.

Ayes: Commissioners Renner, Powell and Jordan.

Nays: None

Motion carried.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph on December 1, 2018 in accordance with City Code. In accordance with City Code, approximately 500 courtesy copies of the Public Notice were mailed on December 1, 2018. In addition, the Agenda for the December 11, 2018 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 change in classification. The current quarterly license fee for a PAS liquor license is \$437.50. If approved, the quarterly license fee for a RAPS liquor license will be applied to the account. The RAPS quarterly liquor license fee is \$737.50, 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 119.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared By: Ashley Lara, Legislative Assistant

Review By: Cherry L. Lawson, City Clerk

Financial & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- Creation of New License Findings
- Application

## 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)



ROUTE SLIP FOR LIQUOR APPLICATION

NAME OF ESTABLISHMENT LUPITAS HISPANIC & AMERICAN GROCERY INC.
LOCATION 1512 W MARKET ST. SUITE 200 BLOOMINGTON, IL
NAME OF OWNER ARTURO HERNANDEZ
OWNER'S DATE OF BIRTH [REDACTED] SS# [REDACTED]
PHONE NUMBER(S): 309-828-6400 Bms

REQUIRED DOCUMENTS TO BE FILED AT TIME OF APPLICATION

- 1. X Emergency Call-In Sheet
2. X Questionnaire
3. X Application (Signed & Notarized)
4. X Application for Sunday Sales
5. X Food & Beverage Tax Form
6. X Evidence of Dram Shop Insurance
7. X Bond
8. Financial Statement
9. V Articles of Incorporation
10. V Copy of Lease
11. V Site/Floor Plan
12. V BASSET Certificates\*
13. V Proof of Good Standing (State of IL)
14. \$400 Application Fee

\*All servers and bouncers (i.e. those required to check ID's)
\*BASSET Certificates are required BEFORE license can be issued

OFFICE USE ONLY

Date Received/Paid
Receipt #
Check # (If Applicable)
Staff Initials
Date of Council
Date of Public Hearing
Date Tax Form taken to Finance

APPROVAL

Building Safety (Bob Coombs)
Health Department (Linda Foutch)
Fire Inspector (Bob Coombs)

OTHER REQUIRED LICENSES

Public Dancing Yes No X
Tobacco Yes No X

BUSINESS ID: LICENSE CLASS:

OFFICE USE ONLY

Submittal Date: \_\_\_\_\_  
Renewal Type (A, SA, Q): \_\_\_\_\_  
Business ID: \_\_\_\_\_ Class: \_\_\_\_\_  
Staff Initials: \_\_\_\_\_



**Emergency Call-In Listing**

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

Individual/Partnership/Corporation/LLC:	LUPITA HISPANIC & AMERICAN GROCERY INC.
Doing Business As (D/B/A):	Lupita Hispania & American Groceries
Business Address:	1512 W. MARKET ST. STE 200
City/State:	BLOOMINGTON
Zip Code:	IL 61701-2681
Business Phone Number:	309-828-6400
Business Email Address:	N/A

Please list those responsible for **License Renewals** and **Building Security** for the above establishment. Also, list the **Building Owner** information. *At least one person must live within McLean County.*

**License Renewals**

Name: ARTURO HERNANDEZ Phone Number: 309-828-6400  
 Address: 1512 W. MARKET ST STE 200 City/State: Bloomington, IL Zip Code: 61701  
 Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Building Security**

Name: N/A Phone Number: \_\_\_\_\_  
 Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Building Owner Name:** \_\_\_\_\_ **Phone Number:** 309 828 6400  
**Address:** \_\_\_\_\_ **City/State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_



## Liquor License Application Questionnaire

### TO THE APPLICANT:

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

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

### LEGAL REQUIREMENTS: *(Please Circle)*

Y / N	Have you attained the age of 21 years?	<input checked="" type="radio"/> Y / <input type="radio"/> N	Have you ever had a Bloomington liquor license revoked for any cause? <b>NO</b>
Y / 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? <b>YES</b>
Y / N	Are you a citizen of the United States?	<input checked="" type="radio"/> Y / <input type="radio"/> N	Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence? <b>NO</b>
Y / N	Are you a person of good character and reputation?	<input checked="" type="radio"/> Y / <input 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? <b>NO</b>
Y / N	Do you own or have a valid lease to the premises for which the license is sought?	<input checked="" type="radio"/> Y / <input type="radio"/> N	Have you ever been convicted of a felony under the laws of the United States or any state? <b>NO</b>
Y / 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? <b>NO</b> <i>(If applicant is a corporation)</i>
Y / 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? <b>NO</b>



**NATURE OF LICENSE:**

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

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 (SALE OF ALCOHOL NOT PERMITTED)
S	Sunday Sales

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

3. State the significance of a liquor license to your establishment, present or future: IT WILL HELP DRIVE MORE BUSINESS TO MY RESTAURANT.

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? IT WILL GIVE THE RESIDENTS A PLACE TO COME & EAT WITH THEIR FAMILY.

5. Upon what facts do you base your answers to the previous question? BECAUSE MY STORE HAS LOTS OF CLIENTS & I THINK IT WILL BE A GOOD THING FOR THE CITY TO HAVE.

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: \_\_\_\_\_

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? THE SALE OF MEXICAN FOODS.

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 ADDITIONAL LICENSES 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.
Video Gaming	Currently Not Available; See City Code Chapter 7 Article XIII



**IMPACT OF ESTABLISHMENT:**

1. State the location of your establishment:

Address: 1512 W. MARKET ST. SUITE 200 City/State: BLOOMINGTON, IL Zip Code: 61701

2. What hours will the establishment be open?

Monday: 9AM TO 9PM Tuesday: 9AM TO 9PM Wednesday: 9AM TO 9PM  
Thursday: 9AM TO 9PM Friday: 9AM TO 9PM Saturday: 9AM TO 9PM Sunday: 9AM TO 9PM

3. What type or types of building(s) adjoin the establishment? DOLLAR STORE, RENT-A-CENTER  
SECRETARY OF STATE DMV.

a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? 9AM TO 9PM

b. If adjoining buildings are predominately residential, are they single or multi-family and what other business establishments are in the area? ALL COMMERCIAL WE  
ARE IN A MINI-MALL / STRIP MALL.

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): MARKET & BROWN ST.

5. How much additional traffic do you expect the establishment with a liquor license to generate? I THINK THAT IT WILL GIVE US 30% SALES.

6. Describe on and off street parking facilities to handle traffic anticipated: MARKET & BROWN ST

7. How many establishments with liquor licenses are located within the immediate area of your establishment? THAT WE KNOW OF NONE.

8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? WE THINK PEOPLE WOULD WANT TO EAT & DRINK  
HERE.



a. Upon what facts do you base your answer to the previous question? MY OPINION

**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? NONE.

DATED this 6th day of AUGUST, 20 18.

SIGNED:

ARTURO HERNANDEZ



Signature

Owner



Title

Address

Bloomington IL 61701  
City/State/Zip Code

Printed Name

Signature

Title

Address

City/State/Zip Code



## Application for the Sale of Alcoholic Beverages

This application is being submitted as:

~~\_\_\_\_\_~~ A New Application  Renewal Change to Original Application

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

1. Application is herein made a CLASS RAP 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: 1/26/2011

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

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

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address:

Name: ARTURO HERNANDEZ Title: PRESIDENT

Address: 1512 W MARKET ST SUITE 200 City/State/Zip Code: Bloomington IL 61701

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: GROCERY STORE & RESTAURANT INSIDE.

a. Trade Name: LUPITA'S HISPANIC & AMERICAN GROCERY/INC.

Please answer the following questions by circling Y (yes) or N (no).

Y/N  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  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: Prairie Vista LLC Term of Lease: 10/29/11 to 10/29/18  
Address: P.O. Box 154 City/State: 13100 IL Zip Code: 61702

Y /  N

Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages?

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

DATED this 2<sup>ND</sup> day of AUGUST, 20 18

**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**

LUPITAS HISPANIC & AMERICAN GROCERY INC.	
Corporate Name	
ARTURO HERNANDEZ	Arturo Hernandez
President of Company (Print Name)	President of Company (Signature)

ATTEST:

\_\_\_\_\_  
Secretary

And the following officers, directors or majority stockholders:

_____	_____
_____	_____



**Application for the Sunday Sale of Alcoholic Beverages**

**This application is being submitted as:**

~~X~~ A New Application    X Renewal (Change to Original Application)

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

LUPITAS HISPANIC & AMERICAN GROCERY INC.  
NAME OF APPLICANT

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

1. A ~~CLASS B~~ <sup>RAP</sup> ~~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 2ND day of AUGUST, 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]
Notary Public

My Commission Expires: 7/10/19







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 3rd day of AUGUST; 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]

Notary Public

My Commission Expires: 7/10/19







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

Illinois Business Tax (IBT) #: [REDACTED]

Date Business started at this location (Month\Day\Year): 01/26/2011

Describe your type of Business: GROCERY & RESTAURANT.

DBA Business Name: LUPITAS HISPANIC & AMERICAN GROCERY INC

Address: 1512 W. MARKET ST.  
STE 200

Contact: ARTURO HERNANDEZ

Phone: 309-828-6400 Fax: 309-828-3504

Email: N/A

Owner/Corporate Name:  
(if different from above)

Address:

Contact:

Phone: Fax:

Email:

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

Type of Organization:

Sole Proprietorship       Partnership

Corporation                       LLC

Other \_\_\_\_\_

▶ **Mail, Drop Off, Fax, or Email to:**      **Address:** City Hall  
Finance Department  
Room 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]      8/3/18

Signature of Officer Empowered to Sign      Date

ARTURO HERNANDEZ PRES.      \_\_\_\_\_

Print Name and Title

# Liquor License



June 27, 2018



Letter ID: [REDACTED]

LUPITAS HISPANIC & AMERICAN GROCERY INC  
 LUPITAS HISPANIC & AMERICAN GROCERY INC  
 1512 W MARKET ST STE 200  
 BLOOMINGTON IL 61701-2681

License No.: [REDACTED]  
 Expiration Date: 11/30/18  
 License Type: RETAILER  
 Account ID: [REDACTED]

The State of Illinois Liquor License must be FRAMED and displayed on the licensed premises in plain view of the general public.

Letter ID: [REDACTED]							
 <p><b>STATE OF ILLINOIS</b>                  LIQUOR CONTROL COMMISSION                  Governor Bruce Rauner</p>	<div style="border: 1px solid black; width: 150px; height: 40px; background-color: black; margin: 0 auto;"></div> <p>License Number</p>						
<p style="text-align: center;">IN ACCORDANCE WITH THE LIQUOR CONTROL ACT OF 1934, THIS CERTIFIES THAT</p> <p>LUPITAS HISPANIC &amp; AMERICAN GROCERY INC                  LUPITAS HISPANIC &amp; AMERICAN GROCERY INC                  1512 W MARKET ST                  STE 200                  BLOOMINGTON IL 61701-2681</p> <p style="text-align: right;">McLean</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">HAS PAID ALL FEES AND IS ISSUED A LICENSE IN THE FOLLOWING CLASS:</td> <td style="width: 50%; padding: 2px; text-align: center;"><b>RETAILER COMBINED</b></td> </tr> <tr> <td style="padding: 2px;">ISSUE DATE: 11/29/17</td> <td style="padding: 2px;">Effective: 12/01/17</td> </tr> <tr> <td style="padding: 2px;">THIS LICENSE EXPIRES ON:</td> <td style="padding: 2px; text-align: center;"><b>11/30/18</b></td> </tr> </table>	HAS PAID ALL FEES AND IS ISSUED A LICENSE IN THE FOLLOWING CLASS:	<b>RETAILER COMBINED</b>	ISSUE DATE: 11/29/17	Effective: 12/01/17	THIS LICENSE EXPIRES ON:	<b>11/30/18</b>
HAS PAID ALL FEES AND IS ISSUED A LICENSE IN THE FOLLOWING CLASS:	<b>RETAILER COMBINED</b>						
ISSUE DATE: 11/29/17	Effective: 12/01/17						
THIS LICENSE EXPIRES ON:	<b>11/30/18</b>						
<p>THIS LICENSE MUST BE FRAMED AND HUNG IN PLAIN VIEW IN A CONSPICUOUS PLACE ON THE LICENSED PREMISES.                  Warehouse: N/A</p>	<p style="text-align: center;">Sales Tax Acct # [REDACTED]</p> <p style="text-align: center;"><b>THIS LICENSE NOT TRANSFERABLE AS TO PRINCIPAL</b></p>						

DO NOT REMOVE UNLESS THIS DOCUMENT IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH AND A MICROPRINT BORDER

### CITY OF BLOOMINGTON LIQUOR LICENSE

EXPIRES 09/30/2018

Number  
8092

PAS LIQUOR LICENSE

PACKAGE SALES, ALL TYPES, SUNDAY SALES



LUPITA'S HISPANIC & AMERICAN GROCERY INC: 4939  
DBA LUPITA'S HISPANIC & AMERICAN GROCERY  
ATTN: ARTURO HERNANDEZ  
1512 W MARKET ST, SUITE 200  
BLOOMINGTON, IL 61701

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

**PAID**

06/13/2018

*Tari Renner*  
Tari Renner, Mayor/Liquor Commissioner

Attest

*Cherry Lawson*  
Cherry L. Lawson, City Clerk

Total Received..... \$400.00

This License is NOT Transferable

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

06/13/2018	<b>CITY OF BLOOMINGTON LIQUOR LICENSE</b>	Number 8092
LUPITA'S HISPANIC & AMERICAN GROCERY INC: 4939 DBA LUPITA'S HISPANIC & AMERICAN GROCERY ATTN: ARTURO HERNANDEZ 1512 W MARKET ST, SUITE 200 BLOOMINGTON, IL 61701		
PAS LIQUOR LICENSE  PACKAGE SALES, ALL TYPES, SUNDAY SALES	  PACKAGE SALES, ALL TYPES, QUARTER \$275.00 SUNDAY SALES, QUARTER \$125.00  <b>Total Received..... \$400.00</b>	



**PERSONAL FINANCIAL STATEMENT**

Submitted to: Bloomington Liquor Control Commission

**Section 1 - Individual Information**

*(Please type or print legibly)*

---

Name: Arturo Hernandez  
Address: [REDACTED]  
City, State & Zip Code: Bloomington, IL 61701  
Personal Phone Number: [REDACTED]  
Position or Occupation: Company President  
Length of Employment: Approximately 5 years  
Business Name: Lupita's Hispanic & American Grocery, INC.  
Business Address: 1512 W Market Street, Ste. 200  
City, State & Zip Code: Bloomington, IL 61701  
Business Phone Number: 309.828.6400

**Section 2 - Other Party Information**

*(Please type or print legibly)*

---

Name: N/A  
Address:  
City, State & Zip Code:  
Personal Phone Number:  
Position or Occupation:  
Length of Employment:  
Business Name:  
Business Address:  
City, State & Zip Code:  
Business Phone Number:



**Section 3 - Statement of Financial Condition as of** August 16, **2018**  
*(Please type or print legibly)*

ASSETS (Do not include assets of doubtful value)	IN DOLLARS (Omit Cents)	LIABILITIES	IN DOLLARS (Omit Cents)
Cash on hand	\$ [REDACTED]	Notes Payable to Banks <i>(See Schedule E)</i>	\$ 0
Cash in banks	\$ [REDACTED]	Notes Payable to Other Institutions <i>(See Schedule E)</i>	\$ 0
U.S. Government & Marketable Securities <i>(See Schedule A)</i>	\$ 0	Due To Brokers	\$ 0
Nonmarketable Securities <i>(See Schedule B)</i>	\$ 0	Amounts Payable to Others - Secured	\$ 0
Securities Held by Broker in Margin Accounts	\$ 0	Amounts Payable to Others - Unsecured	\$ 0
Restricted, Control, Or Margin Account Stocks	\$ 0	Accounts and Bills Due	\$ 0
Real Estate Owned <i>(See Schedule C)</i>	\$ [REDACTED]	Unpaid Income Tax	\$ 0
Accounts, Loans, and Notes Receivable	\$ 0	Other Unpaid Income Tax	\$ 0
Automobiles	\$ [REDACTED]	Real Estate Mortgages Payable <i>(See Schedules C &amp; E)</i>	\$ 0
Other Personal Property	\$ 0	Other Debts (Car Payments, Credit Cards, Etc.) - Itemize	\$ 0
Cash Surrender Value – Life Insurance <i>(See Schedule D)</i>	\$ 0		
<i>If Applicable</i> Other Assets - Itemize <i>(See Schedule F)</i>	\$ 0		
		<b>Total Liabilities</b>	\$ 0
		<b>Total Net Worth</b>	\$ [REDACTED]
<b>Total Assets:</b>	\$ [REDACTED]	<b>Total Liabilities &amp; Net Worth</b>	\$ [REDACTED]



**Section 4**

*(Please type or print legibly)*

Annual Income for Year Ended 20 <u>17</u>	\$\$\$	Annual Expenditures	\$\$\$	Contingent Liabilities	Y / N (Circle)	Estimated Amounts
Salary, Bonuses & Commissions	\$ [REDACTED]	Mortgage/Rental Payments	\$ [REDACTED]	Do you have any?	Y (N)	\$ 0
Dividends & Interest	\$ 0	Real Estate Taxes & Assessments	\$	Contingent Liabilities		\$ 0
Real Estate Income	\$ 0	Taxes (Federal, State, & Local)	\$	(As endorser, co-maker or guarantor? on leases? on contracts?)	Y (N)	\$ 0
[REDACTED]	[REDACTED]	Other Contract Payments (Car Payments, Charge Cards, Etc.)	\$ [REDACTED]	Involvement in pending legal actions?	Y (N)	-
[REDACTED]	[REDACTED]	Alimony, Child Support, & Maintenance	\$ 0	Other special debt or circumstances?	Y (N)	\$ 0
[REDACTED]	[REDACTED]	Other Expenses (water, gas, elect. utilities)	\$ [REDACTED]	Contested income tax liens?	Y (N)	\$
				If "yes" to any questions please describe		NONE
Total Income:	\$ [REDACTED]	Total Expenditures	[REDACTED]	Total Contingent Liabilities		\$ 0

**(COMPLETE SCHEDULES AND SIGN)**

**SCHEDULE A**

**U.S. Government & Marketable Securities**

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



**SCHEDULE B**  
*Non-Marketable Securities*

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

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

Address & Type of Property	Title in Name of	% of Ownership	Date Acquired	Cost	Market Value	Monthly Payment	Mortgage Amount	Mortgage Maturity
Residences	Arturo Hernandez	100%	2008	[REDACTED]	[REDACTED]	mortgage paid	paid	paid
Residences								
Commercial Other: Property	Arturo Hernandez	100%	02/2014	[REDACTED]	[REDACTED]			
Other:								

**SCHEDULE D**  
*Life Insurance Carried, Including Group Insurance*

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

**SCHEDULE E**  
*Bank & Other Institutional Relationships*

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



**SCHEDULE F**  
**Business Ventures**

List Name & Address of Any Business Venture in Which You are a Principal or Partner	Total Assets Listed in Section 3	Your % of Ownership	Your Position/ Tile in the Business	Total Assets of Business	Line of Business	Years in Business
Arlia Properties, LLC	[REDACTED]	47.8%	Manager	[REDACTED]	Real Estate	1.5

**INDIVIDUAL**

Signed this 8 day of 17, 2018.

[REDACTED]

Social Security Number

[REDACTED]

Date of Birth

HATURO HERNANDEZ

Printed Name

[REDACTED]

Signature

**OTHER PARTY**

Signed this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**  
**FILING ENDORSEMENT**

*This is to Certify that the* ARTICLES OF INCORPORATION

*for*

REMODELACIONES AZTECA INC

*ID Number:* [REDACTED]

*received by electronic transmission on* November 28, 2017 , *is hereby endorsed.*

*Filed on* December 11, 2017 , *by the Administrator.*

*The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.*



*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 11th day of December, 2017.*

*Julia Dale*

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

**LARA** Corporations  
Online Filing System  
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

**ARTICLES OF INCORPORATION**  
For use by DOMESTIC PROFIT CORPORATION

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned executes the following Articles:

**ARTICLE I**

The name of the corporation is:

REMODELACIONES AZTECA INC

**ARTICLE II**

Unless the articles of incorporation otherwise provide, all corporations formed pursuant to 1972 PA 284 have the purpose of engaging in any activity within the purposes for which corporations may be formed under the Business Corporation Act. You may provide a more specific purpose:

General Remodeling

**ARTICLE III**

State the total authorized shares of each class of stock that the corporation is authorized to issue. All corporations must authorize stock.\* If there is more than one class or series of shares, state the relative rights, preferences and limitations of the shares of each class in Article III(2).

Class of Shares	Total Authorized Shares
COMMON	100

**ARTICLE IV**

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: RODOLFO HERRERA LOPEZ  
 2. Street Address: [REDACTED]  
 Apt/Suite/Other:  
 City: ROMULUS  
 State: MI Zip Code: [REDACTED]

3. Registered Office Mailing Address:  
 P.O. Box or Street Address: [REDACTED]  
 Apt/Suite/Other:  
 City: ROMULUS  
 State: MI Zip Code: [REDACTED]

**ARTICLE V**

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residential or Business Address
------	---------------------------------

RODOLFO HERRERA LOPEZ

ROMULUS, MI USA

Signed this 28th Day of November, 2017 by the incorporator(s).

Signature

Incorporator

Rodolfo Herrera Lopez

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline

Accept

**SNYDER**

**THE SNYDER COMPANIES**  
APARTMENTS | HOTELS | INSURANCE | REAL ESTATE

Reynaldo Gonzales  
Lupita's Restaurant & Grocery  
1512 W. Market St. Unit 200  
Bloomington, IL 61701  
October 28, 2011

Re: final CAM charge revision

Dear Mr. Gonzales:

Since I last wrote you about the CAM charges for your unit, you have met with Steve Snyder and David Fedor regarding the terms proposed in my letter. As a result of those discussions, we have made modifications to the terms of the lease which I understand are agreeable to you. These terms are as follows:

1. Your monthly CAM charges will be [REDACTED] every month, effective October 1, 2011, for a period of 12 months, after which it will increase to [REDACTED] per month, effective October 1, 2012.
2. The CAM charges stated above are in addition to your delinquent CAM charges for the period of June-September, 2011. We acknowledge that CAM charges prior to that time are not your responsibility.
3. Your current share of real estate taxes is \$820 per month.
4. The total payment due each month for rent, real estate taxes and CAM charges is [REDACTED] per month.
5. You agree to exercise your option to extend your lease for seven (7) years from its current expiration date at the end of this month. I enclose a copy of the lease. Except as stated in this letter, all the remainder of the lease is unaffected and continues in force.

Assuming these terms accurately state the agreement between you and us, please so indicate by signing a copy of this letter and returning it in the stamped self-addressed envelope provided.

Very truly yours,

*David Stanczak*  
David Stanczak  
Corporate Affairs Manager

10/29/11 - 10/29/18  
CURRENT LEASE TERM

Accepted this 1 day of November, 2011

Reynaldo Gonzales  
Reynaldo Gonzales

ASSIGNMENT OF LEASE

This assignment made February 2, 2012, by <sup>U</sup>LAPITA'S HISPANIC & AMERICAN <sup>RG</sup>GROCERY, INC., an Illinois Corporation ("Assignor"), to ARTURO G. HERNANDEZ ("Assignee"), to wit:

In exchange for value received, Assignor assigns and transfers to Assignee the lease, dated July 1, 2008, assumed, as Tenant of May 12, 2011, and by PRAIRIE VISTA, INC., a Delaware Corporation and COMMERCE BANK, as TRUSTEE UNDER LAND TRUST NO. PB-176, an Illinois Land Trust, collectively as Landlord, of the premises described on attached Exhibit A, together with all its right, title, and interest in and to the lease and premises, subject to all the conditions and terms contained in the lease. A copy of the lease is attached and made a part of this assignment.

Assignor covenants that it is the lawful and sole owner of the interest assigned hereunder; that this interest is free from all encumbrances. As an inducement to Landlord to consent to this assignment, Assignor agrees to remain responsible for Tenant's performance under said lease, and guarantees performance of all terms of said lease by Assignee.

Assignee agrees to pay all rent due after the effective date of this assignment, February 2012, and to assume and perform all duties and obligations required by the terms of the lease.

Dated: 2-02-12

Dated: 2-2-12

Assignor:

Lapita's Hispanic and American  
Grocery, Inc.

Assignee:

  
Arturo G. Hernandez

By Renaldo Gonzalez

CONSENT OF LESSOR

PRAIRIE VISTA, INC., a Delaware Corporation and COMMERCE BANK, as TRUSTEE UNDER LAND TRUST NO. PB-176, and Illinois Land Trust, collectively as Landlord, named in the above assignment of the lease executed on July 1, 2008, consent to the foregoing assignment.

The undersigned consents to the agreement by assignee to assume, after February 2, 2012, the payment of rent and performance of all duties and obligations as stated in the lease, and accept assignee as lessee in the place of, lessee and assignor.

Dated: 2-2-12.

Commerce Bank, as Trustee under Land Trust

No. PBB-176, an Illinois Land Trust and

Prairie Vista, Inc., a Delaware Corporation

By: 

Title: Beneficiary and President  
Landlord

## LEASE

THIS LEASE is made on the 1<sup>st</sup> day of July, 2008, between PRAIRIE VISTA, INC., a Delaware Corporation, duly authorized to do business in the State of Illinois, and COMMERCE BANK, as TRUSTEE UNDER LAND TRUST NO. PBB-176, an Illinois Land Trust, jointly and severally, (collectively "Landlord") and LA BAMBA GROCERY STORE, INC, ("Tenant").

### ARTICLE 1. PREMISES

In consideration of the mutual covenants and agreements herein contained, Landlord hereby leases to Tenant the land and improvements existing thereon situated in Bloomington, McLean County, Illinois, described on Exhibit A attached hereto (hereafter referred to as the "Leased Premises"), together with all appurtenances and the rights granted with respect to the Common Facilities (as hereafter defined). The entire tract of land of which the Leased Premises is a part, together with any additions thereto and all improvements existing or constructed thereon are hereafter referred to as the "Retail Center." The Retail Center is legally described on Exhibit AA attached hereto.

### ARTICLE 2. TERM

**Section 2.1 Initial Term.** The term shall begin on the earlier of the day Tenant opens for business with the public in the Leased Premises or 120 days from execution of this lease if such date occurs on the first day of a month; if not, then on the first day of the first month following such date. The term shall end on the last day of the third (3rd) lease year (as hereafter defined). Within sixty (60) days after the beginning of the term, Tenant shall certify the beginning and ending dates of the term in a letter to Landlord.

**Section 2.2 Options.** Tenant shall have the option to extend this Lease for one (1) term of seven (7) years and two successive extension terms of five (5) full lease years each, subject to the terms, covenants and provisions of this Lease. Tenant may exercise each said option by giving Landlord written notice thereof no less than ninety (90) days prior to the beginning of each such period of extension. The word "term" whenever used herein shall mean the original term and any extensions thereof unless the context otherwise requires.

**Section 2.3 Lease Year.** The term "lease year" shall mean a period of twelve consecutive months. The first lease year shall begin on the date of the beginning of the term. Subsequent lease years shall run consecutively, each beginning on the first day of the month succeeding the completion of the previous lease year.

**Section 2.4. Right of First Refusal.** Landlord agrees that, during any term of this Lease, should it receive a bona fide offer to purchase the demised premises acceptable to Landlord, prior to acceptance of said offer, it will offer the premises for sale to Tenant under the same terms as contained in the offer made to Landlord. Tenant shall have 30 days to accept said terms and sign a contract to purchase the property on such terms.

### ARTICLE 3. RENT

**Section 3.1 Rent Payee.** Rent checks shall be made payable to Prairie Vista, Inc. and rent checks shall be mailed to 1 Brickyard Drive, Bloomington, Illinois until Tenant is otherwise notified in writing by Landlord at least ten (10) days prior to the rent payment date on which the change in payee is to be effective. In the event that the Landlord's interest in this Lease shall pass or devolve upon another, or in the event that one other than the Landlord or the designated rent payee shall become entitled to collect the rent, then in any such event notice of the fact shall be given to the Tenant by the Landlord; and, until such notice Tenant may continue to pay rent to the one to whom the last preceding installment of rent was paid and each such payment shall to the extent thereof fully exonerate Tenant. Notwithstanding the foregoing, (i) Tenant may, but in the absence of notice given as above provided shall be under no obligation to, pay rent to such one other than the Landlord, or the designated rent payee, who may become legally entitled to receive such rent; and (ii) Tenant shall be fully protected in acting upon any notice purporting to be signed by or on behalf of the one who should give such notice and believed by Tenant in good faith to be genuine.

**Section 3.2 Base Rent.**

A. Tenant shall pay as base rent the sum of \$ [REDACTED] per month commencing on the day Tenant opens for business to the public at the Leased Premises or on 10/29/08 (121<sup>st</sup> day after signing the lease), whichever first occurs. If the first base rent payment is due on a day other than the first day of the month, the amount of the first base rent payment shall be prorated for the month and be payable on the first day of the following month along with that month's rent. Tenant shall thereafter pay base rent on the first day of each successive month for the remainder of the first three (3) lease years, and on years four (4) and five (5), should Tenant exercise its option to extend the lease for seven (7) years.

B. Should Tenant elect to extend the lease for seven years, the base rent for lease years six (6) through ten (10) shall be calculated as follows: [REDACTED] per month times the cumulative percentage increase, if any, in the cost of living for the five calendar years preceding the sixth lease year. For this purpose, the increase in the cost of living shall be determined pursuant to the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items, as published by the Bureau of Labor Statistics of the U.S. Department of Labor. If that index ceases to be published, there shall be substituted any other index the parties hereto determine reflects similar information; provided, however, the base rent for lease years six (6) through ten shall be no more than \$3,544.50. The base rent for lease years six (6) through ten (10) shall be paid on or before the first day of each month of lease years six (6) through ten (10).

C. The base rent for the first five-year extension term shall be calculated as follows: the base monthly rent for lease years six (6) through ten (10) times the cumulative percentage increase, if any, in the cost of living for the five calendar years preceding the first year of the first five-year extension term. For this purpose, the increase in the cost of living shall be determined pursuant to the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items, as published by the Bureau of Labor Statistics of the U.S. Department of Labor. If that index ceases to be published, there shall be substituted any other index the parties hereto determine reflects similar information; provided, however, the base rent for the first five-year extension term cannot increase by

more than two (2%) percent over the base rent for lease years six (6) through ten (10). The base rent for the first five-year extension term shall be paid on or before the first day of each month of the first five-year extension term.

D. The base rent for the second five-year extension term shall be calculated as follows: the base monthly rent for the first five-year extension term times the cumulative percentage increase, if any, in the cost of living for the five calendar years preceding the first year of the second extension term. For this purpose, the increase in the cost of living shall be determined pursuant to the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items, as published by the Bureau of Labor Statistics of the U.S. Department of Labor. If that index ceases to be published, there shall be substituted any other index the parties hereto determine reflects similar information; provided, however, the base rent for the second five-year extension term cannot increase by more than two (2%) percent over the base rent for the first five-year extension term. The base rent for the second five-year extension term shall be paid on or before the first day of each month of the second five-year extension term.

**Section 3.3 Percentage Rent.** Commencing with the third lease year, Tenant shall pay, in addition to the base rent, percentage rent in an amount equal to 2.67% of the amount by which Tenant's Gross Sales (as herein defined) during the lease year from the Leased Premises shall exceed [REDACTED] of the amount by which Tenant's Gross Sales (as herein defined) during the lease year from the Leased Premises shall exceed [REDACTED] provided, however, that in no event shall the total of the base rent and the percentage rent to be paid by Tenant for a lease year exceed [REDACTED] for the third lease year and [REDACTED] for any lease year thereafter during the initial term and all extension terms. Within ninety (90) days after the conclusion of each lease year to which percentage rent may apply, Tenant shall provide to Landlord a statement of Tenant's Gross Sales from the Leased Premises for the preceding lease year, which statement shall be certified by the chief financial officer of Tenant. Tenant shall also provide Tenant's sales tax returns submitted to the Illinois Department of Revenue for purposes of verifying the percentage rent. If any percentage rent is due to Landlord from Tenant as herein provided, said percentage rent shall be paid by Tenant to Landlord within ninety days after the conclusion of the lease year. "Gross Sales" shall mean the selling price of all goods, wares and merchandise sold in, upon or from any part of the Leased Premises by Tenant at retail, on credit or any other terms; without any deduction or allowances, except that the following shall not be included in Gross Sales and shall be deducted therefrom:

- (a) Returns or refunds, or credits received in settlement of claims for loss or damage to goods, wares or merchandise;
- (b) All sales taxes, excise taxes, and gross receipt taxes, whether imposed under any existing or future rules, regulations, laws or ordinances;
- (c) Any delivery of goods, wares or merchandise from the Leased Premises to any manufacturers or suppliers thereof, for any purpose except a sale;
- (d) Any receipts from Vending Machines (as defined herein), money orders, check cashing and banking services, and any and all service counter charges.

## ARTICLE 4. IMPROVEMENTS

**Section 4.1 Tenant's Plans and Permits.** Tenant may take possession of the Leased Premises for the purpose of remodeling the Leased Premises on the date Landlord and Tenant agree upon the final plans for Tenant's remodeling of the Leased Premises. If Landlord and Tenant are unable to agree on the final plans for Tenant's remodeling of the Leased Premises within 15 days of the date of this Lease, or if Tenant is denied any building permit or other governmental approval, including without limitation a certificate of occupancy, necessary to permit Tenant to make improvements to the Leased Premises that Tenant deems necessary to operate a retail food store thereon, then Tenant may cancel this Lease by notice given in writing to Landlord and both Landlord and Tenant shall have no further obligations under the terms of this Lease.

**Section 4.2 Leased Premises Improvements.** Any remodeling of the Leased Premises shall be done by Tenant at its expense. Tenant's remodeling of the Leased Premises shall be done in a lien-free, good and workmanlike manner, in compliance with all applicable codes and governmental requirements and in accordance with the plans agreed to by Landlord and Tenant. Tenant shall have the right, at Tenant's expense, to paint the exterior of the Leased Premises. Tenant shall also have the right, at Tenant's expense, to install a minimum of three and a maximum of eight cart corrals in the Retail Center parking lot.

## ARTICLE 5. MAINTENANCE, REPAIRS AND UTILITIES

**Section 5.1 Tenant's Obligations.** With respect to the improvements on the Leased Premises, Tenant agrees, at its sole expense, to:

- (a) Make all repairs necessitated by the negligence of Tenant, its agents and employees;
- (b) After Tenant opens for business to the public at the Leased Premises, Tenant shall provide ordinary maintenance of the heating, air-conditioning and air cooling equipment and make minor replacements and repairs incidental thereto (for the purposes herein, incidents of repair and/or replacement costing less than \$500.00 per incident shall be deemed "minor");
- (c) Pay for all water, fuel, gas and electricity used by it, but only if Landlord provides separate meters for measuring Tenant's use; if Landlord does not provide separate meters, Landlord shall pay for all such utilities;
- (d) Repair all doors and replace all plate glass broken or, damaged;
- (e) Perform other routine maintenance of the interior of the Leased Premises; and,
- (f) Pay for all trash and garbage removal for Tenant's business on the Leased Premises. Tenant shall be allowed to have a dumpster and storage for cardboard bales outside the rear of the Leased Premises.

Notwithstanding the foregoing, Tenant shall not be obliged to make any repairs, replacements or restorations made necessary by reason of fire or other casualty, unless

caused by the negligence of the Tenant or Tenant's employees.

**Section 5.2 Landlord's Obligations.** Landlord agrees, at its sole expense, to:

- (a) Make all necessary repairs and provide maintenance to the exterior portions and structural portions of the Leased Premises, including but not limited to roofs, walls and canopies, but excluding Tenant's signs; and to repaint all exterior painted portions of the Leased Premises when necessary but in no event less than once every five (5) years in such color(s) as Tenant designates;
- (b) Provide adequate connections with the local water supply, sewerage systems, gas, electrical and other utilities; maintain all said systems and lines to the point where they enter the exterior walls of the Leased Premises and provide separate meters for measuring Tenant's use;
- (c) Make all alterations, repairs and replacements, interior and exterior, to the Leased Premises when necessary as a result of faulty construction by Landlord or Landlord's failure to promptly discharge its obligations under subsections (a), (b), (c) or (d) hereof.

**Section 5.3 Common Facilities.** Landlord shall maintain the Common Facilities in good order, appearance and repair (including but not limited to all necessary patching, resurfacing and re-striping of the parking areas), provide adequate lighting thereof, and promptly remove all snow, dirt and debris therefrom. The sidewalks, driveways, alleys, landscaping, parking areas, service areas, including loading and unloading facilities, utilities to the point where they enter a building, Retail Center signs and other facilities of the Retail Center designed for use by all occupants of the Retail Center, including all easements, accesses or other rights benefiting the Retail Center (even if not located on the Retail Center) are herein together referred to as the "Common Facilities."

**Section 5.4 Performance.** All maintenance, alterations, repairs and replacements shall be begun and completed within a reasonable time. Any of such work to be performed by Landlord shall be done so as to minimize inconvenience to the operation of the Tenant's business on the Leased Premises.

**Section 5.5 Landlord's Representations.** Landlord represents and warrants to Tenant that as of the beginning of the term of this Lease, (a) there is no material adverse fact relating to the physical condition of the Common Facilities or the Leased Premises which has not been disclosed in writing to Tenant; (b) Landlord has no knowledge that any of the current occupants of the Retail Center plan to vacate the Shopping Center; and, (c) Landlord has no knowledge of any proposed plans for the widening of any street adjacent to the Retail Center or for any other public projects or public works affecting the Retail Center.

## **ARTICLE 6. USE, COMMON FACILITIES, ALTERATIONS AND FIXTURES**

**Section 6.1 Use.** The Leased Premises may be used for a grocery store and for any lawful related purpose, including a Mexican restaurant in which alcoholic beverages are sold. Landlord hereby grants to Tenant, its employees and invitees: (a) the right to use in

common with others entitled to similar use thereof, all of the Common Facilities; and (b) the exclusive right to use (i) that portion of the service areas designed for use with the Leased Premises, including any loading and unloading facilities; and (ii) reasonable portions of the sidewalks adjacent to the Leased Premises for storage of shopping carts and the display and sale of merchandise.

**Section 6.2 Use of Common Facilities.** Landlord agrees that (a) it shall not grant any rights with respect to the Common Facilities or permit the use thereof by any persons other than the tenants and occupants of the Retail Center, their employees and invitees; (b) it shall provide all of the Common Facilities for such use at all times, except during reasonable periods of time required to provide necessary maintenance or repairs; (c) it shall not change the Common Facilities in any manner without the prior written consent of Tenant, and (d) it shall require all tenants and occupants of the Retail Center and their employees to park their automobiles in a portion of the parking area designated for such purpose, which area shall be located in the part of the Retail Center least likely to be used by the customers of Tenant and other tenants and occupants of the Retail Center.

**Section 6.3 Use Restrictions.** Landlord agrees that no portion of the Retail Center, except for the Leased Premises, shall be used or operated:

(a) as a Mexican restaurant, supermarket or other store, or department within a store, for the sale of food, groceries, fruit, produce, dairy products, vegetables, bakery products, meats, delicatessen products, or packaged alcoholic beverages; or

(b) as an adult book store, night club or discotheque, massage parlor, or any other establishment which provides live adult entertainment or which sells, rents or exhibits pornographic or obscene materials.

Notwithstanding paragraph (a) of this Section: Tenant acknowledges that Landlord cannot change the terms of the existing leases of the tenants now in possession in the Retail Center; and, Tenant agrees that new leases for current and future tenants of the Retail Center may allow the tenants to sell grocery products as long as the total grocery products offered for sale consistently constitute less than five percent of total retail products offered for sale and as long as the total grocery product sales consistently constitute less than five percent of total retail sales.

Landlord further agrees that Landlord shall not erect or allow to be erected any structure at the Retail Center which shall obstruct in any manner the visibility of the Leased Premises from Market Street.

In the event of breach of any restrictions contained within this Section, Tenant shall be entitled to injunctive relief, in addition to any other rights or remedies available to Tenant pursuant to applicable law.

**Section 6.4 Zoning.** Landlord warrants that there is no zoning law, ordinance or regulation prohibiting the use of the Leased Premises for a retail business including the sale of groceries, meats, and general merchandise, nor prohibiting the use of the

Common Facilities for accessory automobile parking, signs, and service facilities as herein permitted or required. If any such existing or future zoning law, ordinance or regulation is enforced so as to prohibit such use of the Leased Premises or Common Facilities, Tenant may cancel this Lease by giving Landlord not less than ten (10) days' written notice.

**Section 6.5 Deliveries.** If at any time the access by semi-trailer trucks (with 48' trailers) or other delivery vehicles to or from the service doors of the Leased Premises and the adjacent streets and alleys is prevented or materially impeded for any reason beyond Tenant's reasonable control and as a result thereof Tenant discontinues or is prevented from conducting a retail business in the Leased Premises, then all rents and other charges to be paid by Tenant under this Lease shall abate until such access is again permitted. If such access preclusion continues for a period of thirty (30) days, Tenant may terminate this Lease by notice in writing to Landlord at any time thereafter while said condition continues.

**Section 6.6 Private Restrictions.** Landlord covenants that Tenant will not be prevented from or restricted in the retail selling of any merchandise or rendering of any services on the Leased Premises nor in exercising the rights herein granted with respect to the Common Facilities because of any restriction, covenant or agreement entered into by any person having or having had an interest in the Leased Premises or the Retail Center. If Tenant is prevented from or restricted in so using the Leased Premises or in exercising said rights because of any court order or other judicial determination arising out of any such restriction, covenant or agreement, the rents and other charges to be paid by Tenant under this Lease shall abate during the period Tenant is so prevented from or restricted in using the Leased Premises or exercising said rights; and if said period shall continue for thirty (30) days or more, Tenant may terminate this Lease by notice in writing to Landlord at any time thereafter during said period. From and after the execution and delivery hereof, Landlord shall defend, indemnify and save harmless Tenant against all actions, claims, costs (including attorney's fees) and loss arising out of the existence of any such restriction, covenant or agreement or allegation thereof.

**Section 6.7 Landlord's Alterations.** Landlord shall at its expense from time to time make any alterations, improvements or additions to the Leased Premises that may be required on account of any existing or future laws, ordinances or regulations of lawful authority except alterations, improvements or additions to the Leased Premises as may be required solely by reason of the nature of Tenant's business. If because of any such law, ordinance or regulation or the work to be done by Landlord in connection with this Lease, Tenant is deprived of the use of the Leased Premises, the rents and other charges to be paid by Tenant under this Lease shall abate during the period of such deprivation.

**Section 6.8 Tenant's Alterations.** Tenant may at its expense from time to time make any non-structural alterations, changes or improvements in, on and to the Leased Premises which it may deem necessary or desirable. Tenant may make structural changes to the Leased Premises with the approval of Landlord which approval shall not be unreasonably withheld or delayed, provided that the changing or addition of doors, entrances, interior partition walls, plumbing, electrical, and other lines shall not be deemed structural changes. Tenant shall not be required to, but may, remove any such alterations, changes or improvements at any time before or within ten (10) days following the termination of this Lease by lapse of time or otherwise, provided Tenant

shall repair any damage caused by such removal.

**Section 6.9 Liens.** Tenant shall keep the Leased Premises free from any mechanics or materialmen's liens for any labor or material furnished Tenant in connection with the Leased Premises, except that Tenant shall have the right to contest the validity or amount of any such lien.

**Section 6.10 Fixtures.** Any fixtures, equipment, signs or other property, however attached to or incorporated in the Leased Premises or the Retail Center, belonging to the Tenant or its subtenants or licensees are to be and remain their property, and they shall have the right to remove them at any time before or within ten (10) days following the termination of this Lease by-lapse of time or otherwise, provided Tenant shall repair any damage caused by such removal.

**Section 6.11 Signs.** Tenant shall have the exclusive right to place signs and advertisements on the exterior and interior of the Leased Premises including the walls, windows, doors, canopy and roof of the Leased Premises, provided that during the last three (3) months of the term Landlord may place a "For Rent" or "For Sale" sign not in excess of 2' x 3' in size on any portion of the exterior of the Leased Premises other than on the plate glass or in any place obstructing Tenant's signs. In the event any sign in the Retail Center, other than the signs on the individual store facades, bears any name or advertisement other than that of the Retail Center as a whole, Tenant shall have the right to place its name and/or advertising in a prominent place on such sign. Tenant shall have the right to place its name on the pylon sign on Market Street. Landlord shall have the right to approve the appearance of Tenant's name and advertising on Landlord's signs, but Landlord's approval shall not be unreasonably withheld. Landlord shall always maintain a sign on Market Street for the occupants of the Retail Center.

**Section 6.12 Vending Machines.** Notwithstanding anything to the contrary contained herein, Tenant shall be entitled, at its expense, to install and operate within or adjacent to the exterior of the Leased Premises, or to cause to be installed and operated within or adjacent to the exterior of the Leased Premises, public pay telephones, vending machines, postage machines and for any and all machines or devices used by the public and operated through the use of coins, tokens, credit cards or similar means (the "Vending Machines"). Tenant, or its subtenants, designees or licensees, or the actual owners of the Vending Machines, as the case may be, shall have the sole right to collect and retain any and all profits and receipts from such Vending Machines, and Landlord shall have no right to any such Vending Machines or to any of the receipts or profits generated therefrom.

For the purposes hereof, any Vending Machines installed or caused to be installed within or adjacent to the exterior of the Leased Premises shall be and remain the property of Tenant or its subtenants, designees, or licensees, or the actual owners of the Vending Machines, as the case may be, and such Vending Machines shall be subject to removal by them at any time before or within ten days following the termination of this Lease by lapse of time or otherwise.

## ARTICLE 7. RESTORATION

### **Section 7.1 Release: Waiver of Subrogation.**

(a) Landlord hereby releases and discharges Tenant, its subtenants, licensees and their agents and employees of and from all liability to Landlord and to anyone claiming by, through or under Landlord on account of any loss or damage resulting from or arising out of any fire or other casualty, however caused, excepting only if caused by the intentional acts of Tenant, its agents, servants or employees.

(b) Tenant hereby releases and discharges Landlord, its tenants, licensees and its agents and employees of and from all liability to Tenant and to anyone claiming by, through or under Tenant on account of any loss or damage resulting from or arising out of any fire or other casualty, however caused, excepting only the intentional acts of Landlord, its agents, servants or employees.

**Section 7.2 Hazard Insurance.** Landlord shall carry comprehensive hazard insurance with a face amount equal to 100% of the replacement value of the Retail Center. The insurance shall (a) name as additional insureds each of the parties hereto, and (b) not be able to be canceled or materially changed unless Landlord and Tenant are given written notice of such cancellation or change at least 30 days in advance. Before the beginning of the term of this Lease, Landlord shall deliver to Tenant a certificate of insurance that evidences the existence of the insurance required under this section.

**Section 7.3 Restoration.** If twenty-five (25%) percent or more of the Leased Premises or Common Facilities are damaged or destroyed by fire, explosion or other casualty then Tenant may terminate this Lease by giving written notice to Landlord. In the absence of such written notice from Tenant, Landlord shall at its expense repair and restore the Leased Premises and the Common Facilities so as to be substantially the same as prior to such damage or destruction, provided that Landlord shall not be obligated to expend for such repair and restoration an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage. Landlord shall begin such repairs or restoration within sixty (60) days from the date of such fire or other casualty and shall complete said repairs or restoration within one hundred eighty (180) days from said date. In no event shall Landlord be required to repair or replace Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment.

**Section 7.4 Rent Abatement.** If damage or destruction to the Leased Premises results in the suspension of business in the Leased Premises or if damage or destruction to the Retail Center reasonably results in suspension of business in the Leased Premises, all rents and other charges payable by Tenant under this lease shall abate from the date of such suspension of business until the earlier of (i) the date such business is resumed, or (ii) the date sixty (60) days following the completion of said repairs or restoration. If such damage or destruction or the work of repairing or restoring said improvements results in only a partial suspension of business, the abatement shall be apportioned accordingly.

**Section 7.5 Failure to Restore.** If Landlord fails to begin or complete the repairs or restoration of the Leased Premises and Common Facilities within the times and in the manner provided for in this Article 7, then Tenant may, in addition to any other remedies it may have, (i) terminate this Lease by notice in writing to Landlord at any time prior to said beginning or completion, as the case may be, or (ii) Tenant may perform said repairs or restoration or so much of them as it deems necessary or desirable, and upon demand

Landlord shall pay to Tenant a sum equal to the costs incurred by Tenant in connection therewith. If Landlord fails to pay said costs to Tenant, Tenant may recoup said costs, together with interest at the rate of six percent (6%) per annum from the tenth (10th) day following said demand on the balance remaining from time to time unpaid by deducting said costs from all rents and other charges due thereafter.

## ARTICLE 8. EMINENT DOMAIN

**Section 8.1 Total.** If the entire Leased Premises is taken under the power of eminent domain, this Lease shall terminate on the date Tenant is deprived of possession pursuant to such taking.

**Section 8.2 Partial.** If under the power of eminent domain, any part of the Leased Premises, or any part of the service areas accessory to the Leased Premises, or any part of the parking area for the Retail Center is taken, or if any access to the Retail Center is taken by one or more takings, then, in any such event, Tenant may terminate this Lease by giving Landlord no less than ten (10) days' written notice thereof at any time after the date of such taking provided that the taking has a material impact on the business of the Tenant. For purposes of this paragraph, the impact on Tenant's business shall be deemed "material" if Tenant's Gross Sales per week during a four week period after the taking are less than Tenant's Gross Sales per week during the same four week period in the prior year, if Tenant has a sales history for the prior year. If Tenant does not have a sales history for the prior year, the impact on Tenant's business shall be deemed "material" if Tenant's Gross Sales per week decrease by per week for a four week period after the taking as compared with Tenant's Gross Sales per week for a four week period prior to the taking.

**Section 8.3 Restoration.** If a portion of the Leased Premises or Common Facilities is so taken and this Lease is not terminated therefor, the remainder of the Leased Premises or Common Facilities shall be restored by Landlord as soon as possible.

**Section 8.4 Rent Abatement.** In the event of a partial taking as contemplated by Section 8.2, all rents and other charges payable by Tenant under this Lease shall be reduced from and after the date Tenant is deprived of possession of such portion of the Leased Premises in proportion to the floor area of the Leased Premises so taken. In addition, if any such taking results in the suspension of business in the Leased Premises, all rents and other charges payable by Tenant under this Lease shall abate from the date of such suspension of business until the earlier of (i) the date such business is resumed, or (ii) the date sixty (60) days following the completion of said restoration by Landlord.

**Section 8.5 Settlement.** For the purpose of this Article 8, a taking under the power of eminent domain shall include conveyances or dedications made in settlement of or in lieu of condemnation proceedings.

**Section 8.6 Award.** Tenant and not Landlord shall be entitled to any portion of the award made to Tenant or Landlord for the value of Tenant's trade fixtures, leasehold improvements, business interruption and/or relocation expenses. All compensation awarded for the taking of the Leased Premises, the fee and the leasehold shall belong to and be the property of Landlord, and Tenant shall not be entitled to any damages for the

unexpired portion of the term of the Lease or injury to its leasehold interests except as provided for above.

## ARTICLE 9. INDEMNITIES AND INSURANCE

**Section 9.1 Tenant's Indemnity.** Tenant shall defend and indemnify the Landlord, its agents and employees, against any liability, claim of liability and expense incurred as a result of the liability or claim of liability (including reasonable attorney's fees) whether for death, injury to persons or damage to property (i) occurring on or arising out of the use of the Leased Premises during the terms hereof except if caused by any act or omission to act by Landlord, its licensees or contractors, their agents or employees, (ii) arising out of any default by Tenant under this Lease; or (iii) arising out of any act or omission to act by Tenant, its agents or employees on the Common Facilities at any time or on the Leased Premises prior to the beginning of the term; all subject to the provisions of Section 7.1 hereof.

**Section 9.2 Landlord's Indemnity.** Landlord shall defend and indemnify the Tenant, its subtenants, licensees and concessionaires, their agents and employees, against any liability, claim of liability and expense incurred as a result of the liability or claim (including reasonable attorney's fees) whether for injury to persons, including death, or damage to property (i) occurring on the Leased Premises prior to the beginning of the term hereof except if caused by any act or omission to act by Tenant, its subtenants, licensees, concessionaires or contractors, their agents or employees, or occurring on the Leased Premises during the term if caused by any act or omission to act by Landlord, its licensees or contractors; their agents or employees; (ii) arising out of any default by Landlord under this Lease; or (iii) occurring on the Common Facilities, except if caused by any act or omission to act by Tenant, its subtenants, licensees, concessionaires or contractors, their agents or employees.

**Section 9.3 Insurance.** Each of Landlord and Tenant shall, prior to the commencement of any construction or reconstruction required by this Lease or prior to the commencement of the term, whichever is earlier, procure and maintain an insurance policy in a form and from an insurer reasonably acceptable to the other party covering (i) its liability with respect to any construction or reconstruction that it may perform or have performed in, upon or in connection with the Leased Premises and the Retail Center premises; (ii) its liability for ownership, maintenance and use of the Leased Premises (as to the Tenant) and the Retail Center (as to the Landlord); and (iii) the party's contractual liability arising under Section 9.2 or Section 9.1. Each of such insurance policies shall (a) provide a combined single limit of not less than Two Million Dollars (\$2,000,000.00); and (b) contain a clause that the insurer will not cancel or change the policy without first giving Tenant (with respect to Landlord's policy) and Landlord (with respect to Tenant's policy) ten (10) days' prior written notice. Landlord and Tenant shall each furnish the other with copies of the policy, or certificates or memoranda thereof.

## ARTICLE 10. TITLE AND POSSESSION

**Section 10.1 Quiet Enjoyment.** Landlord covenants that if the Tenant shall perform all of the covenants and provisions of this Lease to be performed by the Tenant, the Tenant shall peaceably and quietly occupy and enjoy the full possession and use of the Leased

Premises and the use of the Common Facilities as herein provided. If at any time Landlord's title shall fail or Landlord is unable to grant rights to the Common Facilities as provided in this Lease, Tenant may at its option cancel this Lease by notice in writing to Landlord.

**Section 10.2 Assignment and Subletting.** Tenant may from time to time assign or reassign this Lease or sublease the whole or any part of the Leased Premises with Landlord's prior written consent which shall not be unreasonably withheld.

**Section 10.3 Title.** Landlord represents that it has good title to the Leased Premises and the Retail Center in fee simple absolute subject only to current taxes not past due, utility easements and leases and other interests not conflicting with the rights herein granted to Tenant and the matters set forth on Exhibit AA hereto, if any. Landlord also represents that there are no contracts, leases or other agreements of any kind which adversely affect or limit Tenant's use of the Leased Premises or the Common Facilities.

**Section 10.4 Subordination.** Landlord agrees to deliver to Tenant prior to the beginning of the term of this Lease, a written agreement, in form reasonably satisfactory to Tenant, from the holder of any deed of trust, trust deed or mortgage which has priority over this Lease that such holder will not disturb the rights of Tenant under this Lease so long as Tenant is not in default of this Lease. If Landlord fails to deliver such an agreement Tenant may terminate this Lease by written notice to Landlord. Provided the Landlord is not in default, Tenant agrees to subordinate this Lease to any deed of trust, trust deed or mortgage which may hereafter be placed on the Leased Premises or the Retail Center premises, provided such trustee or mortgagee thereunder shall agree in form reasonably satisfactory to Tenant that it will not disturb Tenant's right to possess the Leased Premises and other rights under this Lease so long as Tenant is not in default of this Lease.

**Section 10.5 Memorandum of Lease.** At the request of either party, the parties shall execute a memorandum of this Lease in recordable form stating the term of the Lease, the parties hereto and any use restrictions contained in this Lease. Except for such memorandum, this Lease will not be recorded.

## ARTICLE 11. ADDITIONAL RENT

**Section 11.1 Taxes.** Landlord shall pay all taxes levied or assessed against the Retail Center premises before they become delinquent and the parties further agree as follows:

(a) As additional rent, Tenant shall reimburse Landlord in an amount equal to the "taxes" for each calendar year of the term except that the amount to be paid by Tenant with respect to the calendar years during which the term begins and ends shall be adjusted pro rata on the basis on the number of days of the term falling within each of said calendar years. Landlord shall from time to time furnish Tenant with a copy of each receipted tax bill paid with respect to the Retail Center premises, together with a statement in reasonable detail showing the amount, if any, due from Tenant supported by evidence reasonably satisfactory to Tenant. If the base rent abates or is apportioned for any reason, the amounts due pursuant to this Section shall similarly abate or be apportioned. The real estate tax reimbursement shall be on a monthly basis based on estimates provided by the Landlord. The real estate tax monthly payments shall be reconciled at the end of each

calendar year. Tenant shall pay any taxes remaining due or Tenant shall receive a credit against future monthly payments for any taxes overpaid by Tenant.

(b) "Taxes" shall mean a pro rata share of the general real estate taxes levied on the Retail Center based on the ratio of the floor area of the Leased Premises to the floor area of all floors of all buildings (including the Leased Premises) existing on the Retail Center on the applicable assessment dates. If as a result of construction of any taxable improvement on the Retail Center after any applicable assessment date hereunder (any such applicable assessment date being hereinafter referred to as a "base tax year"), the general real estate taxes on the Retail Center are increased ("Improvement Increase"), "Taxes" shall be Tenant's pro rata share (adjusted downward to reflect any increase in the floor area of the Retail Center resulting from the taxable improvement) of the general real estate taxes on the Retail Center for the base tax year and shall not include any of the Improvement Increase. Tenant shall not be required to pay for any part of the taxes applicable to a taxable improvement but only its share as set forth above of taxes for the base tax year and any subsequent increases not attributable to the taxable improvement.

(c) Tenant may in its own name or in the name of Landlord, contest the validity or amount of any such taxes or the assessments upon which the same are based, and Landlord agrees to render to Tenant all assistance reasonably possible, including joining in and signing any protest or pleading which Tenant may deem advisable. If any rebate of such taxes is made, the rebate shall belong to Tenant, to the extent Tenant has so reimbursed Landlord for the year for which such rebate is made. If the Retail Center is subject to a minimum assessment agreement or other agreement that precludes any contest of the amount of real estate taxes, Tenant shall only be obligated to pay its pro rata share of the amount of real estate taxes that would be payable without giving effect to such agreement.

**Section 11.2 Insurance Premiums.** As additional rent, Tenant shall reimburse Landlord in an amount equal to the "Premiums" for each "policy year" throughout the term hereof, except that the amount to be paid by Tenant with respect to the "policy year" in which the term begins and ends shall be adjusted pro rata on the basis of the number of days of the term falling within each of said policy years. "Premiums" shall be deemed a pro rata share of the premiums for extended coverage insurance applicable to all the buildings in the Retail Center based on the ratio of the ground floor of the Leased Premises' floor area to all floors of all buildings in the Retail Center. Landlord shall from time to time furnish to Tenant a statement in reasonable detail showing the amount due from Tenant supported by evidence reasonably satisfactory to Tenant. If the base rent abates or is apportioned for any reason, the amounts due pursuant to this Section shall similarly abate or be apportioned.

**Section 11.3 Common Area Charge.** Tenant shall pay to Landlord on a monthly basis, as additional rent, a proportionate share of the actual out-of-pocket cost incurred by Landlord in performing the maintenance required by Section 5.3 hereof (the "CAM Charges") and the actual out-of-pocket cost of procuring the insurance required by Section 9.3 and 11.2 hereof ("Insurance Costs"). The proportionate share shall be based on the ratio of the ground floor area of the Leased Premises to total floor area of all buildings in the Retail Center. Such costs shall not include any overhead charges, administrative costs, management fees (except reasonable ones actually paid to independent third

parties) or capital expenditures. At the end of each calendar year, Landlord shall submit to Tenant a statement in reasonable detail showing the CAM Charges and Insurance Costs for said lease year and the amount chargeable to Tenant, including the basis of computation. In the event rent abates or is apportioned, for any reason, the charges provided for in this Section shall also abate or be apportioned.

**Section 11.4 Additional Rent Payable.** All additional rent payable by Tenant pursuant to this Section 11 shall be paid on or before the first day of the month commencing with the date the first base rent payment is due. If the first base rent payment is due on a day other than the first day of the month, the amount of the first additional rent payment shall be prorated for the month.

## ARTICLE 12. HAZARDOUS WASTE

**Section 12.1 Hazardous Material.** As used herein, the term "Hazardous material" means petroleum products, asbestos, PCB's nuclear waste, underground storage tanks and any other hazardous or toxic substance, material or waste, which is or becomes regulated by any applicable federal, state or local laws, rules or regulations pertaining to any materials deemed to be hazardous (collectively "Environmental Laws"), whether originating from the Leased Premises or the Retail Center, or migrating, flowing, percolating, defusing or in any way moving onto or under the Leased Premises or the Retail Center.

**Section 12.2 Tenant's Activity.** Tenant shall not engage in any activity on or about the Leased Premises that violates any Environmental Laws. Tenant shall promptly, at Tenant's expense, take all investigative and/or remedial action' required or ordered by any governmental unit or agency as to any contamination of the Leased Premises or the Retail Center created by Tenant that violates any applicable Environmental Law. Tenant shall indemnify and hold Landlord, its agents, employees, lenders, ground tenant, if any, and the Leased Premises and Retail Center harmless from any and all costs, claims, expenses, penalties and attorney's fees arising out of a breach by Tenant of its covenants in this Section 12.2 including but not limited to, the investigation, remediation and/or abatement of any contamination therein involved.

**Section 12.3 Landlord's Responsibilities.** Landlord and Tenant agree as follows with respect to the existence or use of Hazardous Material on the Leased Premises or in the Retail Center:

(a) Landlord hereby represents, warrants and covenants to Tenant that, to its best knowledge,

(i) The Leased Premises and the Retail Center are, as of the commencement of the term, (A) in compliance with all applicable Environmental Laws; and (B) free of any Hazardous Material in, on or under the Retail Center except for those that are commonly used in Retail Center facilities and in reasonable amounts.

(ii) Landlord shall be responsible for all costs (which costs shall not be included in Common Area Maintenance Cost) incurred in complying with any order, ruling or

other requirement of any court or governmental body or agency having jurisdiction over the Retail Center requiring Landlord to comply with any Environmental Laws in, on or about the Retail Center and the Leased Premises including, without limitation, the cost of any required or necessary repair, cleanup or detoxification in the preparation of any closure or other required plans, excluding however, any such cost relating to Hazardous Material on the Leased Premises established to have been caused directly by Tenant's use of the Leased Premises.

(iii) To the extent commercially practical, Landlord shall take such action as is necessary to enforce the requirements contained in any leases or occupancy agreements with other tenants or occupants in the Retail Center which relate to the handling, transportation, storage, treatment, use or disposition of Hazardous Material by such other tenants or occupants.

(iv) Landlord shall indemnify, defend and hold Tenant, its directors, officers, employees and agents and any successor to Tenant's interest in the Leased Premises harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, attorney's fees, consultant fees and expert fees) caused by, arising out of or related to (A) the breach of any representation, warranty or covenant of Landlord contained herein or (B) Hazardous Material in, or about the Retail Center, or the Leased Premises other than Hazardous Material established to have been caused directly by Tenant's use of the Leased Premises, or (C) any such Hazardous Material with respect to which any court or governmental body or agency having jurisdiction over the Retail Center holds Landlord responsible for or otherwise requires Landlord to undertake any repair, cleanup, detoxification or other remedial action, excluding, however, Hazardous material on the leased Premises established to have been caused directly by Tenant's use of the Leased Premises.

**Section 12.4 Interference with Business.** In the event any Hazardous Material shall be present, on or under the Retail Center or the Leased Premises at any time during the term hereof, other than Hazardous Material established to have been caused directly by Tenant's use of the Leased Premises, and such presence or the cleanup, removal repair, detoxification or other remedial action with respect to such Hazardous Material interferes with the conduct of Tenant's business on the Leased Premises, all rent payable by Tenant under this Lease shall be reduced for the duration of such interference based on the extent of such interference; provided, however, if such interference is material and interferes, or reasonably appears that it will interfere, with Tenant's use of the Leased Premises for at least a sixty (60) day period, Tenant shall have the right to terminate this Lease by written notice to Landlord.

## ARTICLE 13. GENERAL

**Section 13.1 Default.** If any rent is due and remains unpaid for ten (10) days after receipt of written notice from Landlord, or if Tenant breaches any of the other covenants of this Lease, and if such other breach continues for thirty (30) days after receipt of written notice from Landlord, or in the event Tenant shall file a petition in bankruptcy or arrangement, or be adjudicated a bankrupt, or make an assignment for the benefit of creditors, or take advantage of any insolvency act, Landlord shall then, but not

until then, have the right to sue for rent or terminate this Lease and reenter the Leased Premises, except that if Tenant shall pay said rent within said ten (10) days, or in good faith within said (30) days commence to correct such other breach and diligently proceed therewith, then Landlord shall not have the right to terminate this Lease. Landlord shall be obligated to exercise reasonable efforts to mitigate any damages it may incur as a result of Tenant's default under this Lease. If Landlord breaches any of its covenants under this Lease, fails to make any required alteration, repair, maintenance or restoration or to pay any utility bill or other fee or charge required to be paid by Landlord under this Lease and such breach continues for thirty (30) days after receipt of written notice from Tenant (except that in case of emergency prior notice need not be given), then Tenant shall have any and all rights and remedies available to it at law or in equity and additionally may perform Landlord's obligations. Landlord shall, within ten (10) days after written demand, pay to Tenant the amount incurred by Tenant in performing Landlord's obligations under this Lease. If Landlord fails to pay, Tenant may deduct said amount together with interest thereon at the rate of eight percent (8%) per annum from the rents due under this Lease.

**Section 13.2 Legal Fees.** In the event of legal action between Landlord and Tenant on account of any alleged breach or default by either under this Lease, the prevailing party in such action shall be entitled to be reimbursed by the other party in the amount of all reasonable attorneys' fees and other costs incurred by the prevailing party in connection with such action.

**Section 13.3 Notices.** Notices and demands required or permitted to be given under this Lease shall be given by registered or certified mail and shall be addressed, if to Landlord, at the last address at which rent is payable, and if to Tenant, at La Bamba Restaurants 1905 Glen Park Drive Champaign, IL 61821, or at such other address as Tenant shall designate by written notice to Landlord. Notices and demands shall be deemed to have been given when mailed.

**Section 13.4 Rent Refund.** Promptly after the termination or cancellation of this Lease for any reason or after the effective date of the abatement of rents and other charges under this Lease, whether entire or partial, Landlord shall refund to Tenant all rents and other charges paid by Tenant to the extent they are allocable to any period of time beyond the effective date of such termination, cancellation or abatement of rent and other charges.

**Section 13.5 Holding Over.** Subject to the rights of Tenant pursuant to Sections 6.8 and 6.10 hereof, Tenant shall at the termination of this Lease by lapse of time or otherwise yield up immediate possession of the Leased Premises; if it does not do so, Tenant shall pay as liquidated damages for the time such possession is withheld a sum equal to one and one-half (1-1/2) times the rent prorated on a daily basis. In no event shall such holding be deemed to create a tenancy from year to year, nor shall Landlord elect to create such a tenancy.

**Section 13.6 Commissions** The Landlord shall pay all fees and commissions for bringing about the execution and delivery of this Lease and agrees to defend, indemnify and save the Tenant harmless of and from any and all claims for said fees and commissions.

**Section 13.7 Waiver.** The failure of Landlord or Tenant to insist upon strict performance by the other of any of the provisions of this Lease or to exercise any option herein conferred shall not be deemed as a waiver or relinquishment for the future of any such provision or option.

**Section 13.8 Remedies.** All rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all of the others.

**Section 13.9 No Offer.** The submission of this Lease for examination does not constitute an offer to enter into a lease, and this Lease shall become effective only upon execution and delivery hereof by Landlord and Tenant.

**Section 13.10 Interpretation.** All provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each section hereof. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The captions of the articles and sections contained herein are for convenience only and do not define, limit, construe or describe the scope or intent of such articles or sections. If any provision of this Lease shall be held invalid, the validity of the remainder of this Lease shall not be affected thereby.

**Section 13.11 Exhibits and Entire Agreement.** All exhibits referred to in and attached to this Lease are hereby made a part of this Lease. This Lease and the Exhibits attached hereto reflect the entire agreement of the parties concerning the Retail Center, and no representations, inducements or agreements, whether oral or otherwise, between the parties not contained in this Lease shall be of any force or effect.

**Section 13.12 Successors** This Lease shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, and the covenants, agreements, conditions and undertakings in this Lease shall be construed as covenants running with the land. No third party, other than such heirs, legal representatives, successors and assigns, shall be entitled to enforce any or all of the provisions of this Lease or shall have any rights under this Lease whatsoever.

## ARTICLE 14. CONTINGENCIES

**Section 14.01 Tenant's Title Examination Contingency.** Landlord shall deliver to Tenant upon execution of this Lease, copies of any title policies or commitments it has in its possession regarding the Retail Center. Tenant may obtain, at its own expense, such additional title evidence regarding the Retail Center as it desires. Within 30 days of the date hereof, Tenant may provide Landlord written notice of any title defect that interferes with the Tenant's rights under this Lease. If Landlord does not resolve the title defect to Tenant's reasonable satisfaction within 30 days of the written notice, Tenant may terminate this Lease by written notice to Landlord.

**Section 14.02 Tenant's Environmental Contingency.** Landlord shall deliver to Tenant

upon execution of this Lease, copies of any reports of environmental assessments it has in its possession regarding the Retail Center. Tenant may obtain, at its own expense, such additional environmental investigations of the Retail Center it desires, including physical inspections. If Tenant determines there is an environmental defect on the Retail Center, Tenant may terminate this Lease by written notice to Landlord within 30 days of the date thereof.

**Section 14.03 Exculpatory Clause.** This instrument is executed by Commerce Bank, Bloomington, Illinois not personally, but solely as Trustee under the Trust Agreement described in the execution clause hereof, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in the terms of covenants, promises or agreements) by the named bank or trust company are undertaken by it solely as Trustee under said Trust Agreement, and not individually, and no personal liability shall be asserted or be enforceable against said named bank or trust company by reason of any of the terms, provisions, stipulations, covenants and conditions contained in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this Lease as of the day and year first above written.

Commerce Bank, as Trustee under Land Trust No. PBB-176, an Illinois Land Trust.

By: Sarah E. Aubrey  
Title: AVP & TRUST OFFICER  
Landlord

Prairie Vista, Inc., a Delaware Corporation  
By: [REDACTED]  
Title: Treasurer  
Landlord

La Bamba Grocery Store, Inc., Tenant

By: José L. Aguas-  
Its president

July 1, 2008

The Commerce Trust Company  
120 North Center Street  
Bloomington, IL 61701

To whom it may concern:

Please execute the attached Lease Agreement with La Bamba Grocery Store, Inc., on behalf of Land Trust #PBB-176.

Sincerely,

  
Jack C. Snyder

---

Lease  
Commerce Bank, as Trustee under Land Trust No. PBB-176  
and La Bamba Grocery Store Inc.

EXHIBIT A

1512 W. Market Street, Suite 200, Bloomington, Illinois 61701, consisting of  
approximately 13,900 square feet (formerly Aldi's).



EXHIBIT AA

A part of Lot 3 in Market Square in the City of Bloomington, McLean County, Illinois, per plat recorded as Document No. 88-5207, more particularly described as follows: Commencing at the Southwest Corner of said Lot 3, thence North 0 degrees 00 minutes 00 seconds East 187.50 feet along the West Line of said Lot 3 to the Point of Beginning; From said Point of Beginning, thence North 0 degrees 00 minutes 00 seconds East 430.49 feet along said West Line; thence South 90 degrees 00 minutes 00 seconds East 188 feet to a point of curve; thence Northeast 14.92 feet along an arc of a curve of radius 9.50 feet, said curve being concave to the Northwest and the 13.44 foot chord of said arc bearing North 45 degrees 00 minutes 00 seconds East to a point of tangency; thence North 0 degrees 00 minutes 00 seconds East 131.38 feet to the North Line of said Lot 3; thence South 82 degrees 11 minutes 42 seconds East 206.44 feet along said North Line to the Northeast Corner of said Lot 3; thence South 15 degrees 08 minutes 13 seconds East 530.66 feet along the East Line of said Lot 3 to a point of curve; thence Southeast 32.41 feet along said East Line being the arc of a curve concave to the Northeast with a radius of 1085.44 feet and the 32.41 foot chord of said arc bears South 16 degrees 20 minutes 42 seconds East, thence North 90 degrees 00 minutes 00 seconds West 549.72 feet to the Point of Beginning, in McLean County, Illinois.

EXCEPTING THEREFROM: A part of Lot 3 in Market Square being a Subdivision of part of the Northwest 1/4 of Section 5 and part of the Northeast 1/4 of Section 6, all in Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the Southwest Corner of said Lot 3, thence East 273.05 feet along the South line of said Lot 3 to a point of curve, said point also being the point of beginning. From said point of beginning, thence Southeast 67.22 feet along said South Line being an arc of a curve concave to the Southwest with a radius of 69.50 feet and the 64.63 foot chord of said arc forms an angle to the right of 208 degrees 01 minutes 37 seconds with the last describe course; thence Northeast 162.50 feet along said South line which forms an angle to the right of 117 degrees 39 minutes 41 seconds with the last described chord; thence Southeast 66.68 feet along said South line being the arc of a curve concave to the Southwest with a radius of 232.00 feet and the 66.45 foot chord of said arc forms an angle to the right of 278 degrees 12 minutes 03 seconds with the last described course; thence Northeast 25.00 feet along said South line which forms an angle to the right of 98 degrees 14 minutes 45 seconds with the last described chord; thence Northeast 113.30 feet along said South line which forms an angle to the right of 131 degrees 01 minutes 11 seconds with the last described course; thence Northeast 16.00 feet along said South line which forms an angle to the right of 223 degrees 31 minutes 17 seconds with the last described course to the Southeast corner of said Lot 3 being a point on the Southwesterly right of way of the Norfolk and Western Railroad; thence Northwest 122.35 feet along the East line of said Lot 3 being the arc of a curve concave to the Northeast with a radius of 1085.44 feet and the 122.29 foot chord of said arc forms an angle to the right of 92 degrees 55 minutes 33 seconds with the last described course to a point of tangency; thence Northwest 53.24 feet along said East line which forms an angle to the right of 183 degrees 34 minutes 55 seconds with the last described chord; thence West 69.64 feet along a line which forms an angle to the right of 105 degrees 08 minutes 42 seconds with the last described course; thence South 52.13 feet along a line which forms an angle to the right of 94 degrees 26 minutes 52 seconds with the last described course to a point of curve; thence Southwest 133.39 feet along the arc of a curve concave to the Northwest with a radius of 88.00 feet and the 120.98 foot chord of said arc forms an angle to the right of 223 degrees 25 minutes 12 seconds with the last described course to a point of tangency; thence West 80.06 feet along a line which forms an angle to the right of 223 degrees 25 minutes 12 seconds with the last described chord; thence South 147.08 feet along a line which forms an angle to the right of 92 degrees 43 minutes 48 seconds with the last described course to the point of beginning, in McLean County, Illinois.



Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If yes, cut along the dotted line (fits a standard 5 x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard** - your Illinois Business Authorization is an important tax document that provides you the authorization to legally do business in Illinois.

## Illinois Business Authorization

LUPITAS HISPANIC & AMERICAN GROCERY INC

Loc. Code: [REDACTED]  
Bloomington  
McLean County

1512 W MARKET ST STE 200  
BLOOMINGTON IL 61701-2681

### Certificate of Registration

Expiration Date:  
3/8/2021

Sales and use taxes and fees [REDACTED]

*Constance Beard*  
Director  
DEPARTMENT OF REVENUE  
Issued Date: 03/08/2016

# REGULAR AGENDA



**REGULAR AGENDA ITEM NO. 8A**

FOR COUNCIL: December 17, 2018

**SPONSORING DEPARTMENT:** Finance

**SUBJECT:** Consideration of two (2) Ordinances approving the 2018 Tax Levies for the City of Bloomington and the Bloomington Public Library, as requested by the Finance Department.

**RECOMMENDATION/MOTION:**

(1) The Ordinance Levying Taxes for the City of Bloomington (in the amount of \$20,286,384) for the Fiscal Year Beginning May 1, 2018 and Ending April 30, 2019, for the City of Bloomington, be approved and the Mayor and City Clerk authorized to execute the necessary documents; and

(2) The Ordinance Levying Taxes for the City of Bloomington Library (in the amount of \$4,871,840) for the Fiscal Year Beginning May 1, 2018 and Ending April 30, 2019 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 1c. Engaged residents that are well informed and involved in an open governance process.

**BACKGROUND:**

The calculation of the rate is produced by taking the numerator the tax levy, a fixed amount, and dividing that into the EAV (equalized assessed value). The Final EAV will not be produced until January 1<sup>st</sup>, 2019 therefore the City must adopt its levy based on preliminary estimates.

The City and Library use the preliminary EAV provided by the Bloomington Township for the upcoming tax year. This year the preliminary EAV is \$1,880,282,251.

Tax formula: 
$$\frac{\text{Dollar Requested/Levied}}{\text{Preliminary EAV}} = \text{Rate} \quad \text{Tax}$$

**City of Bloomington**

	<u>\$ 20,286,384</u>	
2018 Proposed Tax Levy	\$ 1,880,282,251	= 1.0789% - prior year 1.0797%

**Bloomington Public Library**

	<u>\$ 4,871,840</u>	
2018 Proposed Tax Levy	\$ 1,880,282,251	= .25910% - prior year .2596%

**Combined**

	<u>\$ 25,158,224</u>	
2018 Proposed Tax Levy	\$ 1,880,282,251	= 1.3380% - prior year 1.3392%

**City Levy Request of \$20,286,384 has not changed from the Estimate adopted on November 26, 2018:**

The City proposes no increase in rate for this year's Levy. The City's estimated Preliminary effective tax rate will actually decrease from 1.0797% to 1.0789%. See Exhibit 1.

**Library Levy Request of \$4,871,840 has not changed from the Estimate adopted on November 26, 2018:**

The Library proposes no increase in rate for this year's Levy. The Library's estimated Preliminary effective tax rate will actually decrease from .2596% to .2591%. See Exhibit 1.

**Tax Levy Procedure:**

According to the Illinois Property Tax Code Division 2 Truth in Taxation (35ILCS 200/18-60), the City and Library must formally adopt an *estimated* tax levy not less than 20 days prior to the adoption of the final tax levy. The *estimated* levies were adopted on November 26, 2018. 35ILCS 200/18-85 requires said estimate be compared to the prior year aggregate levy (excluding amounts for bond debt service) and if a 5% increase exists then a public hearing in addition to a public notice must occur. Neither the City nor the Library Levies increased by more than 5%.

The final tax levy ordinance must be passed by a vote of the Council and a certified copy, thereof, filed with the County Clerk on or before the last working Tuesday in December which is December 25th. The City will abate debt service payments needed to keep the bond and interest portion of the levy flat which has been done historically. By bond covenant any debt service payments abated are guaranteed from other revenues sources.

The City adopts its tax levy based on a preliminary EAV provided by the Bloomington Township which is subject to the tax appeals process. The Final EAV is completed by January 1<sup>st</sup>, 2019. The tax rate generated is later applied to individual property owner's tax bills on April 1<sup>st</sup>, 2019 and bills are sent out on May 1<sup>st</sup> due by June 1<sup>st</sup> and September 1<sup>st</sup>.

**COUNCIL COMMITTEE BACKGROUND:** N/A

**FINANCIAL IMPACT/ANALYSIS:** Finance recommends the Council adopt the tax levy of:

- \$20,286,384 for the City of Bloomington
- \$4,871,840 for the Bloomington Public Library

Respectfully submitted for Council consideration.

Prepared by: Scott Rathbun, Finance Director

Reviewed by: Patti-Lynn Silva, Chief Accountant

Legal review: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- Ordinance 2018 City Tax Levy
- Ordinance 2018 Library Tax Levy
- Exhibit 1 - Proposed & Historical Tax Levy

ORDINANCE NO. 2018 - \_\_\_\_

AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019 FOR THE CITY OF BLOOMINGTON

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

Section One. (a) The sum of Twenty Million, Two Hundred Eighty Six Thousand and Three Hundred Eighty Four dollars (\$20,286,384) being the total sum of the appropriation heretofore legally made which is to be collected from the tax levy of the fiscal year of the City of Bloomington, McLean County, Illinois, beginning May 1, 2018 and ending April 30, 2019, for all corporate purposes and including General Corporate Purposes, Payment of Bonds and Interest on Bonds, Public Library, Fire Pension Fund, Police Pension Fund, Public Parks Fund, Fire Protection Fund, Police Protection Fund, IMRF Fund, and FICA Taxes Fund as appropriated for the fiscal year beginning May 1, 2018 and ending April 30, 2019 as passed by the City Council of said City at its regular meeting held on the 9<sup>th</sup> of April, 2018, shall be and the same is hereby levied on all taxable property within the said City of Bloomington, subject to taxation for said current fiscal year. The specific amounts as levied for the various objects heretofore named appear in the right hand column under the designation "Amount to be raised by Taxation", the said tax so levied being for appropriations heretofore made for said tax levy, the current fiscal year which are to be collected from said tax levy, the total amount of which has been ascertained as aforesaid for the objects and purposes as follows:

CITY OF BLOOMINGTON, MCLEAN COUNTY ILLINOIS

(b) The tax rate against the said taxable property of the City of Bloomington for the year 2018 for and on account of the aforesaid tax levy be, and the same is hereby set for said taxable year as follows:

I.	General Corporate Purposes	\$2,337,450
II.	Police Protection Fund	\$1,526,473
III.	Fire Protection Fund	\$1,900,228
IV.	Public Parks	\$1,001,454
V.	Fire Pension Fund	\$4,196,000
VI.	Police Pension Fund	\$4,008,000
VII.	Illinois Municipal Retirement Fund	\$1,855,626
VIII.	FICA Taxes Fund	\$1,281,010
IX.	General Bond and Interest	<u>\$2,180,143</u>
		\$20,286,384

Section Two: The City Clerk shall make and file with the County Clerk of said County of McLean, a duly certified copy of this Ordinance; the amount levied by Section One of this Ordinance is required by said City to be levied by taxation as aforesaid and extended upon the appropriate tax books for the fiscal year of said City beginning May 1, 2018 and ending April 30, 2019.

Section Three: If any section, subdivision, sentence or clause of this Ordinance for any reason is held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section Four: Where a rate is shown in the Table in Section 1(b), the County Clerk is directed to levy a tax at that rate without regard to either statutory rate for such levy or the number of dollars shown in that fund. Where no rate is shown in the Table above, the rate of tax for each such fund shall be the rate necessary to collect the number of dollars levied by the City for such fund. The rate at which a tax shall be levied for General Corporate purpose shall be that rate necessary, after rates for all other funds are established, to result in a total levy of \$20,286,384.

Section Five: This Ordinance is enacted pursuant to and as an exercise of the City of Bloomington's authority as a home rule unit pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois. Any and all provisions of the Statutes of the State of Illinois regarding rates of tax are hereby declared to be superseded to the extent that they conflict herewith.

Section Six: This Ordinance shall be in full force and effect from and after its passage, signing, approval, and recording, according to law.

PASSED this 17th day of December 2018.

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

**CITY OF BLOOMINGTON**

**ATTEST**

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

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

TRUTH IN TAXATION CERTIFICATE OF COMPLIANCE  
ALL COUNTIES EXCEPT COOK

I, the undersigned, hereby certify that I am the presiding officer of \_\_\_\_\_

\_\_\_\_\_, (Legal Name of Taxing District), and as such presiding officer I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of Section 18-60 through 18-85 of the "Truth in Taxation" law.

Check one of the choices below:

- 1) The taxing district published a notice in the newspaper and conducted a hearing meeting the requirements of the Truth in Taxation Law.
- 2) The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a notice and a hearing were not necessary.
- 3) The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.
- 4) The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

Date: \_\_\_\_\_

Presiding Officer: \_\_\_\_\_

ORDINANCE NO. 2018 - \_\_\_\_

AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON - LIBRARY,  
MCLEAN COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND  
ENDING APRIL 30, 2019 FOR THE CITY OF BLOOMINGTON

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

Section One. (a) The sum of Four Million, Eight Hundred Seventy One Thousand and Eight Hundred and Forty dollars (\$4,871,840) being the total sum of the appropriation heretofore legally made which is to be collected from the tax levy of the fiscal year of the City of Bloomington, McLean County, Illinois, beginning May 1, 2018 and ending April 30, 2019, for the Public Library as appropriated for the fiscal year beginning May 1, 2018 and ending April 30, 2019 as passed by the City Council of said City at its regular meeting held on the 9<sup>th</sup> of April, 2018, shall be and the same is hereby levied on all taxable property within the said City of Bloomington, subject to taxation for said current fiscal year. The specific amounts as levied for the various objects heretofore named appear in the right hand column under the designation "Amount to be raised by Taxation", the said tax so levied being for appropriations heretofore made for said tax levy, the current fiscal year which are to be collected form said tax levy, the total amount of which has been ascertained as aforesaid for the objects and purposes as follows:

CITY OF BLOOMINGTON - LIBRARY, MCLEAN COUNTY ILLINOIS

(b) The tax rate against the said taxable property of the City of Bloomington for the year 2018 for and on account of the aforesaid tax levy be, and the same is hereby set for said taxable year as follows:

Public Library Fund	\$4,871,840
---------------------	-------------

Section Two: The City Clerk shall make and file with the County Clerk of said County of McLean, a duly certified copy of this Ordinance; the amount levied by Section One of this Ordinance is required by said City to be levied by taxation as aforesaid and extended upon the appropriate tax books for the fiscal year of said City beginning May 1, 2018 and ending April 30, 2019.

Section Three: If any section, subdivision, sentence or clause of this Ordinance for any reason is held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section Four: Where a rate is shown in the Table in Section 1(b), the County Clerk is directed to levy a tax at that rate without regard to either statutory rate for such levy or the number of dollars shown in that fund. Where no rate is shown in the Table

above, the rate of tax for each such fund shall be the rate necessary to collect the number of dollars levied by the City for such fund.

Section Five: This Ordinance is enacted pursuant to and as an exercise of the City of Bloomington's authority as a home rule unit pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois. Any and all provisions of the Statutes of the State of Illinois regarding rates of tax are hereby declared to be superseded to the extent that they conflict herewith.

Section Six: This Ordinance shall be in full force and effect from and after its passage, signing, approval, and recording, according to law.

PASSED this 17th day of December 2018.

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

**CITY OF BLOOMINGTON**

**ATTEST**

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

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

TRUTH IN TAXATION CERTIFICATE OF COMPLIANCE  
ALL COUNTIES EXCEPT COOK

I, the undersigned, hereby certify that I am the presiding officer of \_\_\_\_\_

\_\_\_\_\_, (Legal Name of Taxing District), and as such presiding officer I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of Section 18-60 through 18-85 of the "Truth in Taxation" law.

Check one of the choices below:

- 1) The taxing district published a notice in the newspaper and conducted a hearing meeting the requirements of the Truth in Taxation Law.
- 2) The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a notice and a hearing were not necessary.
- 3) The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.
- 4) The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

Date: \_\_\_\_\_

Presiding Officer: \_\_\_\_\_

## City - Exhibit 1: 2018 Proposed & Historical Tax Levy

### City of Bloomington

Levy Type	2018 Proposed Tax Levy	2017 Tax Levy	2016 Levy	2015 Levy	2014 Levy	2013 Levy
BONDS & INTEREST	\$ 2,180,143	\$ 2,180,143	\$ 2,180,143	\$ 2,180,143	\$ 2,180,246	\$ 2,201,965
FIRE PENSION	\$ 4,196,000	\$ 4,196,000	\$ 4,196,000	\$ 4,196,000	\$ 4,196,026	\$ 3,945,921
FIRE PROTECTION	\$ 1,900,228	\$ 1,900,228	\$ 1,900,228	\$ 1,355,228	\$ 1,183,218	\$ 1,183,248
GENERAL CORPORATE	\$ 2,337,450	\$ 2,112,450	\$ 2,112,450	\$ 1,287,233	\$ 1,287,176	\$ 1,287,181
IMRF	\$ 1,855,626	\$ 1,855,626	\$ 1,855,626	\$ 2,502,907	\$ 2,502,893	\$ 2,502,841
POLICE PENSION	\$ 4,008,000	\$ 4,008,000	\$ 4,008,000	\$ 4,008,000	\$ 4,008,040	\$ 3,757,961
POLICE PROTECTION	\$ 1,526,473	\$ 1,526,473	\$ 1,526,473	\$ 1,526,421	\$ 1,354,507	\$ 1,354,473
PUBLIC PARKS	\$ 1,001,454	\$ 1,001,454	\$ 1,001,454	\$ 1,001,415	\$ 1,001,337	\$ 1,001,454
SOCIAL SECURITY	\$ 1,281,010	\$ 1,281,010	\$ 1,281,010	\$ 1,459,009	\$ 1,459,003	\$ 1,458,934
<b>TOTALS</b>	<b>\$ 20,286,384</b>	<b>\$ 20,061,384</b>	<b>\$ 20,061,384</b>	<b>\$ 19,516,356</b>	<b>\$ 19,172,446</b>	<b>\$ 18,693,978</b>
Dollar Increase/(Decrease)	\$ 225,000	\$ -	\$ 545,028	\$ 343,910	\$ 478,468	\$ 21,664
Percent Increase/(Decrease)	1.12%	0.00%	2.79%	1.79%	2.56%	0.12%
EAV	1,880,282,251	1,858,132,129	1,851,302,063			
<b>Estimated Tax Rate</b>	<b>1.0789%</b>	<b>1.0797%</b>	1.0836%	1.0773%	1.0678%	1.0612%

### Bloomington Public Library

Levy Type	2018 Proposed Tax Levy	2017 Tax Levy	2016 Tax Levy	2015 Tax Levy	2014 Tax Levy	2013 Tax Levy
<b>TOTAL</b>	<b>\$ 4,871,840</b>	<b>\$ 4,823,604</b>	<b>\$ 4,683,111</b>	<b>\$ 4,546,800</b>	<b>\$ 4,546,682</b>	<b>\$ 4,546,793</b>
Dollar Increase/(Decrease)	\$ 48,236	\$ 140,493	\$ 136,311	\$ 118	\$ (111)	\$ 33,304
Percent Increase/(Decrease)	1.00%	3.00%	3.00%	0.00%	0.00%	0.74%
EAV	1,880,282,251	1,858,132,129	1,851,302,063			
<b>Estimated Tax Rate</b>	<b>0.25910%</b>	<b>0.2596%</b>	<b>0.2530%</b>	<b>0.2510%</b>	<b>0.2532%</b>	<b>0.2581%</b>

### Combined - City of Bloomington and Library

Levy Type	2018 Proposed Tax Levy	2017 Tax Levy	2016 Levy	2015 Levy	2014 Levy	2013 Levy
BONDS & INTEREST	\$ 2,180,143	\$ 2,180,143	\$ 2,180,143	\$ 2,180,143	\$ 2,180,246	\$ 2,201,965
FIRE PENSION	\$ 4,196,000	\$ 4,196,000	\$ 4,196,000	\$ 4,196,000	\$ 4,196,026	\$ 3,945,921
FIRE PROTECTION	\$ 1,900,228	\$ 1,900,228	\$ 1,900,228	\$ 1,355,228	\$ 1,183,218	\$ 1,183,248
GENERAL CORPORATE	\$ 2,337,450	\$ 2,112,450	\$ 2,112,450	\$ 1,287,233	\$ 1,287,176	\$ 1,287,181
IMRF	\$ 1,855,626	\$ 1,855,626	\$ 1,855,626	\$ 2,502,907	\$ 2,502,893	\$ 2,502,841
POLICE PENSION	\$ 4,008,000	\$ 4,008,000	\$ 4,008,000	\$ 4,008,000	\$ 4,008,040	\$ 3,757,961
POLICE PROTECTION	\$ 1,526,473	\$ 1,526,473	\$ 1,526,473	\$ 1,526,421	\$ 1,354,507	\$ 1,354,473
PUBLIC PARKS	\$ 1,001,454	\$ 1,001,454	\$ 1,001,454	\$ 1,001,415	\$ 1,001,337	\$ 1,001,454
SOCIAL SECURITY	\$ 1,281,010	\$ 1,281,010	\$ 1,281,010	\$ 1,459,009	\$ 1,459,003	\$ 1,458,934
LIBRARY	\$ 4,871,840	\$ 4,823,604	\$ 4,683,111	\$ 4,546,710	\$ 4,546,682	\$ 4,546,793
<b>TOTALS</b>	<b>\$ 25,158,224</b>	<b>\$ 24,884,988</b>	<b>\$ 24,744,495</b>	<b>\$ 24,063,066</b>	<b>\$ 23,719,128</b>	<b>\$ 23,240,771</b>
Dollar Increase/(Decrease)	\$ 273,236	\$ 140,493	\$ 681,429	\$ 343,938	\$ 478,357	\$ 54,968
Percent Increase/(Decrease)	1.14%	0.59%	2.83%	1.45%	2.06%	0.24%
EAV	1,880,282,251	1,858,132,129	1,851,302,063			
<b>Estimated Tax Rate</b>	<b>1.3380%</b>	<b>1.3392%</b>	<b>1.3366%</b>	<b>1.3283%</b>	1.3210%	1.3193%



**REGULAR AGENDA ITEM NO. 8B**

FOR COUNCIL: December 17, 2018

**SPONSORING DEPARTMENT:** Finance

**SUBJECT:** Consideration of two Resolutions for the abatement of property taxes totaling \$5,861,610.85, as requested by the Finance Department.

**RECOMMENDATION/MOTION:**

- (1) the Resolution abating all or a portion of the taxes levied to pay debt service on certain general obligation bonds of the City of Bloomington, McLean County, Illinois, and the Mayor and City Clerk be authorized to execute the Resolution; and
- (2) the Resolution abating a Tax Levy for rent payable under lease agreement between the Public Building Commission, McLean County and the City of Bloomington for the Old Champion Building and the expansion of the parking garage be approved, and the Mayor and City Clerk be authorized to execute the Resolution.

**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:** The adoption of the proposed resolutions are required to abate property tax for debt service and rental payments the City intends to pay from funding sources other than property tax revenue. The City's bond ordinances secure issued debt with property tax revenue; unless sufficient funds are available elsewhere to secure the debt. This covenant which guarantees payment to investors increases the marketability of City bonds and reaps potentially lower interest rates on debt service payments. A Council action is required to abate the Bond & Interest portion of the tax levy which must be filed with the County Clerk's office. We recommend abating \$5,861,610.85 of the 2018 tax levy for annual debt service and rental payments whereas the City has funds set aside to cover this balance.

	2018 Levy Amount as per County Clerk	Abated these Resolutions	Balance to be Levied for 2018
PBC Lease	\$ 2,015,935.00	\$ 2,015,935.00	\$ -
2009 GO Bond	\$ 118,400.00	\$ -	\$ 118,400.00
2013A Refunding Bond	\$ 788,300.00	\$ -	\$ 788,300.00
2013C GO Bonds	\$ 1,161,325.00	\$ -	\$ 1,161,325.00
2014A & 2014B Bonds	\$ 1,543,942.50	\$ 1,431,824.50	\$ 112,118.00
2017 GO Refunding Bond	\$ 1,098,930.00	\$ 1,098,930.00	\$ -
2018 GO Refunding Bond	\$ 1,314,921.35	\$ 1,314,921.35	\$ -
Total	\$ 8,041,753.85	\$ 5,861,610.85	\$ 2,180,143.00

**COUNCIL COMMITTEE BACKGROUND:** N/A

**FINANCIAL IMPACT/ANALYSIS:** The City will abate \$5,861,610.85 in annual debt service and rent and levy only \$2,180,143 in the 2018 property tax levy or approximately 27% of total annual debt service. The City has historically levied \$2,180,143 for debt service since levy year 2008 or for the last 10 years.

Respectfully submitted for Council consideration.

Prepared by: Scott Rathbun, Finance Director

Reviewed by: Patti-Lynn Silva, Chief Accountant

Legal review: Chapman & Cutler  
Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- A Resolution abating all or a portion of the taxes levied to pay debt service on certain general obligation bonds of the City of Bloomington, McLean County, Illinois.
- A Resolution abating a Tax Levy for rent payable under lease agreement between the Public Building Commission, McLean County and the City of Bloomington for the Old Champion Building and the expansion of the parking garage.

**RESOLUTION NO. 2018-\_\_\_\_\_**

A RESOLUTION abating all or a portion of the taxes heretofore levied to pay debt service on certain general obligation bonds of the City of Bloomington, McLean County, Illinois.

\* \* \*

WHEREAS, the City Council (the "*City Council*") of the City of Bloomington, McLean County, Illinois (the "*City*"), by ordinances of the City Council adopted on the 26<sup>th</sup> of November, 2018, 24<sup>TH</sup> of July, 2017, 14<sup>th</sup> day of July, 2014, 14<sup>th</sup> day of October, 2013, 9<sup>th</sup> day of November, 2009, (as supplemented, the "*Bond Ordinances*"), has heretofore issued and has outstanding its general obligation bonds, as further described on Exhibit A attached hereto (collectively, the "*Bonds*"); and

WHEREAS, duly certified copies of the Bond Ordinances were filed in the office of the County Clerk of The County of McLean, Illinois (the "*County Clerk*"); and

WHEREAS, the City Council has determined and does hereby determine that the City has funds on hand and lawfully available (the "*Available Funds*") to pay all or a portion of the principal of and interest on the Bonds due on December 1, 2019, and on June 1, 2020 (collectively, the "*Debt Service Payments*"); and

WHEREAS, the City Council has further determined and does hereby further determine that it is necessary and in the best interests of the City to apply the Available Funds to the Debt Service Payments and abate all or a portion of the taxes heretofore levied in the Bond Ordinances for the year 2018 for the Debt Service Payments; and

WHEREAS, the Available Funds have been deposited to the credit of the bond and interest funds of the City established pursuant to the Bond Ordinances for the purpose of paying principal of and interest on the Bonds:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the City Council of the City of Bloomington, McLean County, Illinois, in the exercise of its home rule powers, as follows:

*Section 1. Incorporation of Preambles.* The City Council hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

*Section 2. Abatement of Tax.* The taxes heretofore levied in the Bond Ordinances for the year 2018 shall be abated by the amount of the Available Funds, as more particularly described in Exhibit B attached hereto.

*Section 3. Filing of Resolution.* Forthwith upon the adoption of this Resolution, the City Clerk shall file a certified copy hereof with the County Clerk, and it shall be the duty of the County Clerk to abate the taxes heretofore levied in the Bond Ordinances for the year 2018 in accordance with the provisions hereof.

*Section 4. Effective Date.* This Resolution shall be in full force and effect forthwith upon its passage by the City Council and signing and approval by the Mayor.

ADOPTED by the City Council on the \_\_\_\_\_, 2018.

APPROVED on the \_\_\_\_\_, 2018.

CITY OF BLOOMINGTON

ATTEST:

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

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

**EXHIBIT A**

**THE BONDS, DESCRIBED AS FOLLOWS:**

**TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A  
AND  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B**

Original principal amount: \$14,920,000 – Series 2013A  
\$9,700,000 – Series 2014B

Dated: September 4, 2014

Originally issued: September 4, 2014

Amount outstanding: \$22,585,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

**\$13,820,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A**

<u>YEAR</u>	<u>AMOUNT (\$)</u>	<u>RATE (%)</u>
2019	645,000	3.00
2020	635,000	3.00
2021	735,000	3.00
2022	845,000	3.00
2023	935,000	3.00
2024	900,000	3.15
2025	675,000	3.75
2026	695,000	3.75
2027	725,000	3.75
2028	755,000	3.75
2029	785,000	3.75
2030	815,000	4.15
2031	850,000	4.15
2032	890,000	4.15
2033	925,000	4.15
2034	965,000	4.15

**\$9,245,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B**

<u>YEAR</u>	<u>AMOUNT (\$)</u>	<u>RATE (%)</u>
2020	160,000	3.00
2021	160,000	3.00
2022	160,000	3.00
2023	150,000	3.00
2024	320,000	3.00
2025	700,000	3.00
2026	820,000	3.00
2027	930,000	3.00
2028	1,050,000	3.00
2029	535,000	3.25
2030	630,000	3.50
2031	720,000	3.75
2032	830,000	3.75
2033	930,000	3.75
2034	1,050,000	3.75

**GENERAL OBLIGATION BOND, SERIES 2013C**

Original principal amount: \$9,225,000 – Series 2013C  
Dated: November 12, 2013  
Originally issued: November 12, 2013  
Amount outstanding: \$6,375,000

Maturing on December 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

<u>YEAR</u>	<u>AMOUNT (\$)</u>	<u>RATE (%)</u>
2019	1,015,000	3.00
2020	1,045,000	3.00
2021	1,075,000	3.00
2022	1,110,000	3.00
2023	1,140,000	3.00

**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013A**

Original principal amount: \$7,800,000  
Dated: October 29, 2013  
Originally issued: October 29, 2013  
Amount outstanding: \$3,800,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

<u>YEAR</u>	<u>AMOUNT (\$)</u>	<u>RATE (%)</u>
2019	720,000	4.00
2020	725,000	3.00
2021	720,000	3.00
2022	335,000	3.00
2023	330,000	3.00

**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009**

Original principal amount: \$2,840,000  
Dated: November 30, 2009  
Originally issued: November 30, 2009  
Amount outstanding: \$2,840,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

<u>YEAR</u>	<u>AMOUNT (\$)</u>	<u>RATE (%)</u>
2025	\$840,000	4.125
2026	1,000,000	4.125
2027	1,000,000	4.250

**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017**

Original principal amount: \$7,240,000  
Dated: July 28, 2017  
Originally issued: July 28, 2017  
Amount outstanding: \$7,240,000

Maturing (or subject to redemption) on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

<u>YEAR</u>	<u>AMOUNT (\$)</u>	<u>RATE (%)</u>
2019	900,000	1.47
2020	1,000,000	1.57
2021	1,000,000	1.68
2022	1,100,000	1.81
2023	1,100,000	1.96
2024	1,200,000	2.08

**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018 A**

Original principal amount: \$11,845,000  
Dated: December 13, 2018  
Originally issued: December 13, 2018  
Amount outstanding: \$11,845,000

Maturing (or subject to redemption) on December 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

<u>YEAR</u>	<u>AMOUNT (\$)</u>	<u>RATE (%)</u>
2019	930,000	2.47
2020	1,120,000	2.63
2021	1,155,000	2.72
2022	1,185,000	2.81
2023	1,220,000	2.90
2024	1,255,000	3.01
2025	1,295,000	3.11
2026	1,335,000	3.22
2027	1,380,000	3.34
2028	970,000	3.44

**EXHIBIT B**

**TAXES LEVIED AND TO BE ABATED:**

**TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A**

**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B**

<u>LEVY YEAR</u>	<u>AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$)</u>	<u>AMOUNT OF TAX HERETOFORE ABATED (\$)</u>	<u>AMOUNT OF TAX NOW ABATED (\$)</u>	<u>AMOUNT OF TAX TO BE EXTENDED (\$)</u>
2018	3,200,000.00	1,656,057.50	1,431,824.50	112,118.00
2019	3,200,000.00	1,579,907.50	0.00	1,620,092.50
2020	3,200,000.00	1,496,757.50	0.00	1,703,242.50
2021	3,200,000.00	1,446,907.00	0.00	1,753,093.00
2022	3,200,000.00	1,344,457.50	0.00	1,855,542.50
2023	3,200,000.00	1,227,407.50	0.00	1,972,592.50
2024	3,200,000.00	1,133,720.00	0.00	2,066,280.00
2025	3,200,000.00	1,044,382.50	0.00	2,155,617.50
2026	3,200,000.00	949,470.00	0.00	2,250,530.00
2027	3,200,000.00	1,494,282.50	0.00	1,705,717.50
2028	3,200,000.00	1,416,107.50	0.00	1,783,892.50
2029	3,200,000.00	1,346,980.00	0.00	1,853,020.00
2030	3,200,000.00	1,259,255.00	0.00	1,940,745.00
2031	3,200,000.00	1,192,315.00	0.00	2,007,685.00
2032	3,200,000.00	1,105,577.50	0.00	2,094,422.50

**GENERAL OBLIGATION BONDS, SERIES 2013C**

<u>LEVY YEAR</u>	<u>AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$)</u>	<u>AMOUNT OF TAX HERETOFORE ABATED (\$)</u>	<u>AMOUNT OF TAX NOW ABATED (\$)</u>	<u>AMOUNT OF TAX TO BE EXTENDED (\$)</u>
2018	1,700,000.00	538,675.00	0.00	1,161,325.00
2019	1,700,000.00	539,575.00	0.00	1,160,425.00
2020	1,700,000.00	541,375.00	0.00	1,158,625.00
2021	1,700,000.00	539,150.00	0.00	1,160,850.00
2022	1,700,000.00	542,900.00	0.00	1,157,100.00
2023	1,700,000.00	1,700,000.00	0.00	0.00
2024	1,700,000.00	1,700,000.00	0.00	0.00
2025	1,700,000.00	1,700,000.00	0.00	0.00
2026	1,700,000.00	1,700,000.00	0.00	0.00
2027	1,700,000.00	1,700,000.00	0.00	0.00

**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013A**

<u>LEVY YEAR</u>	<u>AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$)</u>	<u>AMOUNT OF TAX HERETOFORE ABATED (\$)</u>	<u>AMOUNT OF TAX NOW ABATED (\$)</u>	<u>AMOUNT OF TAX TO BE EXTENDED (\$)</u>
2018	1,600,000.00	811,700.00	0.00	788,300.00
2019	1,600,000.00	838,450.00	0.00	761,550.00
2020	1,600,000.00	1,245,050.00	0.00	354,950.00
2021	1,600,000.00	1,260,100.00	0.00	339,900.00

**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009**

<u>LEVY YEAR</u>	<u>AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$)</u>	<u>AMOUNT OF TAX NOW ABATED (\$)</u>	<u>AMOUNT OF TAX TO BE EXTENDED (\$)</u>
2018	118,400.00	0.00	118,400.00
2019	118,400.00	0.00	118,400.00
2020	118,400.00	0.00	118,400.00
2021	118,400.00	0.00	118,400.00
2022	118,400.00	0.00	118,400.00
2023	958,400.00	0.00	958,400.00
2024	1,083,750.00	0.00	1,083,750.00
2025	1,042,500.00	0.00	1,042,500.00

**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017**

<u>LEVY YEAR</u>	<u>AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$)</u>	<u>AMOUNT OF TAX NOW ABATED (\$)</u>	<u>AMOUNT OF TAX TO BE EXTENDED (\$)</u>
2018	1,098,930.00	1,098,930.00	0.00
2019	1,083,230.00	0.00	1,083,230.00
2020	1,166,430.00	0.00	1,166,430.00
2021	1,146,520.00	0.00	1,146,520.00
2022	1,224,960.00	0.00	1,224,960.00

**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018 A**

<u>LEVY YEAR</u>	<u>AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$)</u>	<u>AMOUNT OF TAX NOW ABATED (\$)</u>	<u>AMOUNT OF TAX TO BE EXTENDED (\$)</u>
2018	1,314,921.35	1,314,921.35	0.00
2019	1,435,319.50	0.00	1,435,319.50
2020	1,439,883.50	0.00	1,439,883.50
2021	1,437,526.25	0.00	1,437,526.25
2022	1,438,187.00	0.00	1,438,187.00
2023	1,436,609.25	0.00	1,436,609.25
2024	1,437,584.25	0.00	1,437,584.25
2025	1,435,953.50	0.00	1,435,953.50
2026	1,436,414.00	0.00	1,436,414.00
2027	986,684.00	0.00	986,684.00

State of Illinois            )  
  ) SS  
COUNTY OF MCLEAN    )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McLean, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, there was filed in my office a duly certified copy of a resolution, numbered 2018-\_\_\_\_\_, and entitled:

A RESOLUTION abating all or a portion of the taxes heretofore levied to pay debt service on certain general obligation bonds of the City of Bloomington, McLean County, Illinois.

(the “*Resolution*”) duly adopted by the City Council of the City of Bloomington, McLean County, Illinois (the “*City*”), on the \_\_\_\_\_ day of December, 2018, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the payment of the City’s outstanding general obligation bonds, as described in the Resolution, will be abated as provided in the Resolution.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Clerk

[SEAL]

RESOLUTION NO. 2018 -

**A RESOLUTION ABATING TAX LEVY FOR RENT PAYABLE UNDER LEASE AGREEMENT  
BETWEEN THE PUBLIC BUILDING COMMISSION, MCLEAN COUNTY AND THE CITY OF  
BLOOMINGTON FOR THE OLD CHAMPION BUILDING AND THE EXPANSION OF THE  
PARKING GARAGE**

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City of Bloomington, pursuant to procedures adopted in Ordinance No. 2001 - 121, Ordinance No. 2003 - 125, and Ordinance No. 2015 - 50 as shown in Chapter 16, Article VI of the Bloomington City Code, 1960 as amended, decided to enter into an agreement the "Lease" with the Public Building Commission to lease a portion of the old Champion Building and to expand the parking garage, passed November 13, 2001, December 22, 2003, and July 27, 2015; and

WHEREAS, pursuant to the authority of said home rule ordinances and provisions of all ordinances relating thereto, the City levied taxes to be extended against all the taxable property within the City of Bloomington for the year 2018, payable in year 2019 to make rental payments due under the Lease; and

WHEREAS, although the City levied \$2,015,935.00 for the year 2018 to make payments due under the Lease in 2019, the amount of the City's rental payment due under the Lease in 2019 is \$1,153,134; and

WHEREAS, there are surplus funds on hand from incremental property and sales tax revenues and interest from the investment of these revenues in an amount sufficient to pay such rental payment.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the year 2018, payable in 2019 of \$2,015,935 on account of the Lease is hereby abated in its entirety, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the same on the tax books of the City of Bloomington property for the tax year levy 2018.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 17<sup>th</sup> day of December 2018.

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

CITY OF BLOOMINGTON

ATTEST

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

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

State of Illinois        )  
                                  ) SS  
COUNTY OF McLEAN    )

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McLean, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, there was filed in my office a duly certified copy of a resolution, numbered 2018-\_\_\_\_\_, and entitled:

A RESOLUTION abating all or a portion of the taxes heretofore levied to pay the "Lease" with the Public Building Commission.

(the "*Resolution*") duly adopted by the City Council of the City of Bloomington, McLean County, Illinois (the "*City*"), on the \_\_\_\_\_ day of December, 2018, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the payment of the City's outstanding general obligation bonds, as described in the Resolution, will be abated as provided in the Resolution.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Clerk

[SEAL]

# Appointments

Brenda Guest: *Bloomington-Normal Sister City Committee (Japan)*

Carlo Robustelli: *Bloomington-Normal Convention and Visitors Bureau Board*

Charlie Moore: *Bloomington-Normal Convention and Visitors Bureau Board*

Michelle McConnell: *Bloomington-Normal Convention and Visitors Bureau Board*

