RESOLUTION 2018-159  FAILED: DECEMBER 10, 2018

APPROVING A BODY ART ESTABLISHMENT LICENSE FOR TALL TATTOO, LOCATED AT 205 S. THIRD STREET, DEKALB, ILLINOIS.

WHEREAS, the City Council of the City of DeKalb has previously adopted Chapter 67 of the City Code, which Chapter relates to the licensure of Body Art Establishments located within the corporate limits of the City; and

WHEREAS, the City has been requested to approve of a body art license for the facility to be known as Tall Tattoo, LLC, proposed to be located at 205 S. Third Street, DeKalb, Illinois; and

WHEREAS, the City Council of the City of DeKalb hereby finds that the licensure of the establishment is necessary and desirable, and that the applicant is fit, willing, able and qualified to perform such body art services and to conform to the provisions of City Code; and

WHEREAS, in making those findings, the City Council has considered the following factors:

1. The number of body art establishments already in operation;
2. Whether existing body art establishments are adequate to meet the public need;
3. The proximity of body art establishments to the proposed location;
4. The probable effect of the body art establishment on neighboring businesses;
5. The compliance of the proposed premises with City codes and ordinances and State law and regulations; and,
6. The character, experience and responsibility of the applicant; and,

WHEREAS, the City Council finds that issuance of the license contemplated above is appropriate, subject to the imposition of the restrictions outlined below;

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

SECTION 1: A Body Art Establishment License for Tall Tattoo, 205 S. Third Street, DeKalb, Illinois, for the ownership described in the attached Exhibit A, Body Art Establishment License Application, is hereby approved subject to the following conditions and restrictions:
1. All signage shall strictly conform to the City of DeKalb Unified Development Ordinance.

2. The licensee shall not utilize any form of temporary signage to advertise body art services, nor to advertise sales, promotional activities or other similar endeavors.

3. The licensee shall not display photographs, pictures or depictions of body art modifications in the establishment in an area where visible from the public right of way.

4. The licensee shall not provide body art services in a fashion visible from the public right of way.

5. The license shall be subject to the imposition of further and future restrictions as the City Council may determine to be appropriate from time to time.

6. Licensee shall be required to complete all applicable inspections and obtain all other licensure as shall be required to lawfully maintain the facility and must satisfactorily pass inspection prior to commencing operations.

7. Licensure shall be contingent upon the City Council later approving an amendment to Section 67.03, amending the applicable setback distances to permit this establishment.

8. Licensee shall comply with all applicable City Code requirements, and all superior governmental mandates.

SECTION 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor’s Signature and shall be effective thereupon. The City shall issue a license, inclusive of the restrictions outlined above, upon payment of the appropriate licensure fee. Said license shall subsequently be eligible for renewal, subject to the provisions of Chapter 67 of the City Code and the reservation of the City Council to impose additional restrictions at a future date.

FAILED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 10th day of December 2018 and approved by me as Mayor on the same day. Failed by a 0-6 roll call vote. Aye: None. Nay: Jacobson, Finucane, Fagan, Noreiko, Verbic, Faivre.
Body Art Establishment License Application
For complete information please refer to Municipal Code Chapter 67

PART I: BUSINESS APPLICANT INFORMATION

Type of Applicant: Individual ☐ Partnership ☐ Corporation ☐ LLC ☑

1. NAME of Individual, Partnership, Corporation or LLC: TALL TATTOO L.L.C.
   ADDRESS: __________________________________________ CITY: __________________________________________
   STATE: _______ ZIP CODE: _______
   TELEPHONE: ___________________________ DATE OF FORMATION OR INCORPORATION: 1/20/17
   BUSINESS E-MAIL ADDRESS AND CELLULAR TELEPHONE: __________________________

2. NAME OF BUSINESS PREMISES: TALL TATTOO L.L.C.
   ADDRESS: 205 S. 3RD STREET CITY: DEKALB
   STATE: _______ ZIP CODE: 60115
   TELEPHONE: 623 296 2423

3. ILLINOIS BUSINESS TAX NUMBER (IBT OR SALES TAX NO.): 16-81-5047005

4. Describe the proposed business operation and types of services to be provided:
   Body Art

5. For Corporations or Limited Liability Companies:
   NAME of Registered Agent for the Business: BUSINESS FILINGS INCORPORATED
   ADDRESS: __________________________________________ PHONE: ________________

6. ☐ YES ☐ NO Are you delinquent in the payment of any Illinois business taxes (sales, withholding, etc.)?

7. ☐ YES ☐ NO Are you a defaulter in any financial obligation to the City, including but not limited to the payment of any fines, fees, taxes, bills or assessments due to the City?

8. ☐ YES ☐ NO Within the preceding seven (7) years, have you been convicted of a felony, any sex offense, drug or narcotics offense, battery or convicted of being the keeper of or are keeping a house of ill fame, or convicted of other crimes opposed to honesty, decency and morality? (PLEASE NOTE that applicant is not required to disclose any sealed or expunged convictions.)

FOR CITY USE ONLY
Application Fee Paid: $250 License Fee Paid: $100
Date Received: 10-31-18 Date Received: 10-31-18
Check #: 2083016040 Cash: ☐ Check #: 2083016041 Cash: ☐

Page 1 of 6
SECTION 1: OWNERSHIP INFORMATION
ALL OWNERS, PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS AND MEMBERS
WHO HOLD EQUAL TO OR GREATER THAN 5% INTEREST MUST COMPLETE THIS
SECTION AND PART II, PERSONAL INFORMATION, OF THIS APPLICATION.

INDIVIDUAL OR SOLE PROPRIETORSHIP: Owner must complete this section, Section 2 and Part II
Personal Information.

PARTNERSHIP: All general partners, limited partners and managing partners with an interest equal to or
greater than 5% must complete this section and Part II Personal Information.

CORPORATION: All officers, directors and shareholders with stock equal to or greater than 5% must complete
this section and Part II Personal Information. Attach a copy of Certificate of Good Standing from the Secretary of
State’s Office: www.cyberdriveillinois.com/departments/business_services/corp.html or (217) 782-6875.

LIMITED LIABILITY COMPANY: Each member or partner must complete this section and Part II, Personal
Information. Attach a copy of Certificate of Good Standing from the Secretary of State’s Office available at:
www.cyberdriveillinois.com/departments/business_services/corp.html or (217) 782-6875.
(Make additional copies of this page if needed.)

| NAME | [Handwritten Name] |
| HOME ADDRESS | [Handwritten Address] |
| TELEPHONE | [Handwritten Number] |
| DOB | [Handwritten Date] |
| SEX | [Handwritten Gender] |
| % OWNED | [Handwritten Percentage] |

| NAME | |
| HOME ADDRESS | |
| TELEPHONE | |
| DOB | |
| SEX | |
| % OWNED | |

| NAME | |
| HOME ADDRESS | |
| TELEPHONE | |
| DOB | |
| SEX | |
| % OWNED | |

| NAME | |
| HOME ADDRESS | |
| TELEPHONE | |
| DOB | |
| SEX | |
| % OWNED | |

| NAME | |
| HOME ADDRESS | |
| TELEPHONE | |
| DOB | |
| SEX | |
| % OWNED | |

| NAME | |
| HOME ADDRESS | |
| TELEPHONE | |
| DOB | |
| SEX | |
| % OWNED | |

| NAME | |
| HOME ADDRESS | |
| TELEPHONE | |
| DOB | |
| SEX | |
| % OWNED | |

| NAME | |
| HOME ADDRESS | |
| TELEPHONE | |
| DOB | |
| SEX | |
| % OWNED | |
SECTION 2: MISCELLANEOUS BUSINESS INFORMATION

All applicants complete this section.

If the premises are planned, under construction or undergoing substantial alteration, this application shall be accompanied by a set of preliminary plans showing the proposed design. If the plans are on file with the Building and Code Enforcement Division of Public Works, no additional plans need to be filed.

9. PROPERTY INFORMATION: Subsequent to the submission of a completed application, the applicant's premises shall be inspected by the City to determine its compliance with applicable property maintenance, zoning and building codes.

1. Do you own the premises on which the license is to be located: YES ☐ NO ☑

If "yes", please supply a copy of the documentation (deed or trust agreement) evidencing ownership.

☐ If you lease, provide landlord information and documentation evidencing a lease of the premises.

Landlord's Name: MIKE WILLIAMS Phone: ___________________________
Address: __________________________ City: __________________________ State: ______ Zip Code: ______

10. BODY ARTISTS' INFORMATION - (Please print or type)
If additional space is needed, please make copies of this page or request more from the City Manager's Office.

NAME: _______________ PHONE: _______________ ADDRESS: _______________ CITY: _______________
STATE: _______________ ZIP CODE: _______________

NAME: _______________ PHONE: _______________ ADDRESS: _______________ CITY: _______________
STATE: _______________ ZIP CODE: _______________

NAME: _______________ PHONE: _______________ ADDRESS: _______________ CITY: _______________
STATE: _______________ ZIP CODE: _______________

NAME: _______________ PHONE: _______________ ADDRESS: _______________ CITY: _______________
STATE: _______________ ZIP CODE: _______________

11. BODY ART ESTABLISHMENT LICENSE HISTORY

☐ YES ☐ NO Have you applied for a body art establishment license in DeKalb or any other jurisdiction?
If yes, provide the name of the municipality, county or state, the date of such application, and the disposition of such application.

Name of Governmental Body: __________________________ Date of application: __________________________

DISPOSITION: ☐ GRANTED ☐ DENIED ☐ WITHDRAWN ☐ EXPIRED

☐ YES ☐ NO Have you ever been granted a body art or tattoo establishment license? If yes provide the following information:

Name of Governmental Body that Issued License: __________________________
Date Issued: __________________________ Date Expired: __________________________

☐ YES ☐ NO Have you had any previous Body Art Establishment License and/or Tattoo License revoked?
12. THE FOLLOWING DOCUMENTS SHALL ACCOMPANY THIS APPLICATION:

1) A scale (1:20) site plan showing the interior of the premises in which the body art services will take place and identifying the source of hot and cold running water, other utilities and sharps container(s) to be used;

2) A copy of the current Certificate of Registration issued by the State of Illinois for the Body Art Establishment premises must be supplied prior to issuance of a Body Art Establishment license;

3) Certificate of public liability insurance, in a minimum amount of $100,000 per incident and occurrence, which policy shall contain a provision requiring 30-day advance notice to the City of DeKalb of any cancellation or non-renewal;

4) A copy of the aftercare instructions to be provided by the person(s) who will perform the tattooing; and

5) Proof of completion of a bloodborne pathogen training program, compliant with the OSHA Bloodborne Pathogens requirement (29 CFR 1910.1030), for each of the body artists employed by the applicant.

13. SIGNATURE/TITLE/DATE

Please sign and date the application form and provide your title with the organization. An owner, an officer, a partner or an officially authorized agent of the business must sign the application. The signature must be an original—rubber stamps or electronic signatures are not accepted.

I, THE UNDERSIGNED APPLICANT OR AUTHORIZED AGENT THEREOF, SWEAR OR AFFIRM THAT: I UNDERSTAND THAT BODY ART MAY NOT BE SOLD OR OFFERED FOR SALE PRIOR TO THE DATE THE CITY OF DEKALB'S BODY ART ESTABLISHMENT LICENSE IS ISSUED AND THAT THE MATTERS STATED IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT; THEY ARE MADE UPON MY PERSONAL KNOWLEDGE AND INFORMATION; THEY ARE MADE FOR THE PURPOSE OF REQUESTING THE CITY OF DEKALB TO ISSUE THE LICENSE HEREIN APPLIED FOR; THE APPLICANT AND EACH INDIVIDUAL WITH AN OWNERSHIP INTEREST THAT COMPLETED SECTION TWO IS QUALIFIED AND ELIGIBLE TO OBTAIN THE LICENSE APPLIED FOR; AND THE APPLICANT WILL NOT VIOLATE ANY OF THE LAWS OF THE UNITED STATES OF AMERICA, THE STATE OF ILLINOIS, OR THE CITY OF DEKALB, IN PARTICULAR, THE CITY OF DEKALB’S TATTOO ORDINANCE – CHAPTER 67, CITY OF DEKALB’S ORDINANCES, RULES AND REGULATIONS, AND THE CIVIL RIGHTS THEREOF.

FURTHER, I AGREE TO NOTIFY THE CITY CLERK WITHIN 14 DAYS OF CHANGES IN ANY OF THE ABOVE INFORMATION.

[Signature]

SIGNATURE OF APPLICANT/AUTHORIZED AGENT

(print name)

-owner_

TITLE/POSITION

DATE

[Signature]

SIGNATURE OF APPLICANT/AUTHORIZED AGENT

(print name)

[Signature]

Notary Public

(CITY PERSONNEL WILL NOT NOTARIZE APPLICATION)

Page 4 of 6
Station 1
Sharps
hand sink
hot/cold water

Station 2
Sharps
hand sink
hot/cold water

Station 3
Sharps
hand sink
hot/cold water

Utility closet

Entrance/exit

Waiting room
BODY ART ESTABLISHMENT REGISTRATION or TANNING FACILITY PERMIT APPLICATION

Illinois Department of Public Health
Division of Food, Drugs and Dairies
525 W Jefferson St.
Springfield IL 62761
Phone 217-785-2439 Fax 217-782-0943
TTY (hearing impaired) 800-547-0466
Email dph.bodyart@illinois.gov
or dph.tan@illinois.gov

Permit or Registration Number
94,78
FM# 9722
Fee Paid $ 1000.00

Purpose of Application (check one)

☑ New
☐ Change of Ownership
☐ Change of Location Effective: ____________________________ List Previous Address Here:

I am applying for the following registration/permit (check one). I understand fees are due with application submittal.

<table>
<thead>
<tr>
<th>Check</th>
<th>Registration or Permit Type</th>
<th>You Must Complete Section(s)</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>✑</td>
<td>Body Art Permanent Business</td>
<td>1 &amp; 2</td>
<td>Base $500 See *</td>
</tr>
<tr>
<td></td>
<td>Body Art Mobile Business</td>
<td>1 &amp; 2</td>
<td>Base $500 See *</td>
</tr>
<tr>
<td></td>
<td>Body Art Temporary Event</td>
<td>3</td>
<td>Flat $250</td>
</tr>
<tr>
<td></td>
<td>Tanning Facility</td>
<td>1 &amp; 4</td>
<td>Flat $250</td>
</tr>
</tbody>
</table>

IMPORTANT: The registration or permit fee is due at time of application submission. This is a non-refundable fee. Checks or money orders should be made out to the Illinois Department of Public Health. Please allow 10 working days for application processing.

* The Body Art permanent and mobile business registration fee is $500. This fee includes one workstation. If you have more than one workstation, an additional $50 per work station is required. For example, if you have a total of 3 work stations, your fee will be $600 ($500 + 2 x $50 = $600).

To calculate your body art fee: $500 + (Total number of work stations after the first one x $50) = Fee Due

Mail this completed application and fee to: Illinois Department of Public Health
Division of Food, Drugs and Dairies
525 W. Jefferson Street (Floor 2H)
Springfield, IL 62761

SECTION 1

* Denotes Mandatory Information

Legal Name of Business* TALL TATTOO L.L.C.
Doing Business As (If applicable) TATTING

Physical Facility Address* 205 S. 3rd St.

City* Decatur State* Illinois Zip code (+ 4 if known)* 61534

County* McLean

Business Phone No. (Include area code)* 217-296-2425
Emergency/Cell Phone No. 0

Facility Email Address (please print clearly)* TALLTATT @GMAIL.COM
Web Address N/A

Days and hours of Operation 7 DAYS A WEEK 12 NOON – 9 PM

Revised 04/11/2018

1 Page
Section 1 cont.

Owner and/or Operator of Business

Owner or Operator First and Last Name*

SHANE THOMAS PEASE

Age*

Owner or Operator Address*

Owner Phone No. (Include area code)*

Owner Email Address*

Ownership Type (Check applicable box and complete information)

Sole Proprietor/Individual
List Name: SHANE PEASE

Partnership/Multiple Owners
List Name of Each Owner: 

Government

Non-Profit

Cooperative
List exact full cooperative name: 

Limited Liability Company (LLC)*
List complete name of LLC and FEIN: TALL TATTOO L.L.C. / 81-5047605

Corporation
List Complete name of Corp. and FEIN:

*If either a LLC or Corporation, list the registered agent on file with the Secretary of State here:

**BUSINESS FILINGS INCORPORATED**

Mailing Address

Check here 1 if the mailing address is the same as the physical address (do not have to re-type below).
Check here 2 if the mailing address is the same as the owner's address (do not have to re-type below).

Mailing Address

City

State

Zip code (+ 4 if known)

Certification Statement:
This application must be signed by the owner, if an individual; by one of the partners, if a partnership; or by an officer of the company or corporation.

I affirm that I am the owner, partner or officer of the firm name as shown on page one, that I am authorized on the part of said applicant to verify and file with the Illinois Department of Public Health this application, and that I have a full working knowledge of the matters set forth herein and that all of same are true in substance and fact.

Print Name: SHANE THOMAS PEASE

Signature: 

Title: Owner/Proprietor

Date: 7-23-18
**CERTIFICATE OF LIABILITY INSURANCE**

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

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

**PRODUCER**

Insureon (Bin Insurance Holdings LLC.)
30 N. LaSalle, 25th Floor, Chicago, IL 60602

**INSURED**

Tall Tattoo LLC
205 s. 3rd st, Dekalb, IL 60115

**CONTACT**

NAME: 
PHONE: (800) 301-6256
FAX: 877-826-8067
E-MAIL: 
ADDRESS: 
INSURER(S) AFFORDING COVERAGE: United States Liability Insurance Group
NAIC #: 25995

**COVERAGES**

**CERTIFICATE NUMBER:** Cl. 2738556

**REVISION NUMBER:** 10/22/2018

<table>
<thead>
<tr>
<th>ITEM</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL INSUR</th>
<th>INSD. WPD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>OCCUR</td>
<td>1</td>
<td>10/22/2018</td>
<td>10/22/2019</td>
<td>EACH OCCURRENCE: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (Ex. occurrence): $100,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person): $5,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADJ INJURY: Excluded</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE: $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMBOP AGG: Excluded</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ANY AUTO</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>HIRED AUTOS</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>UMBRELLA LIMIT</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EXCESS LIABILITY</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DED</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>RETENTION</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>WORKERS COMPENSATION</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ANY Proprietor/Partner/Executive Officer/Employee Excluded?</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(Mandatory in NY)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Y/N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>IF YES, DESCRIBE UNDER</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DESCRIPTION OF OPERATIONS below</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

**CANCELLATION**

**AUTHORIZED REPRESENTATIVE**

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2018/03) The ACORD name and logo are registered marks of ACORD
TATTOO AFTERCARE

YOUR TATTOO WAS CAREFULLY CREATED BY A PROFESSIONAL. TO ENSURE A TOP QUALITY TATTOO, THE REST IS UP TO YOU. PLEASE STRICTLY FOLLOW THESE SIMPLE CARE INSTRUCTIONS FOR THE HEALING PROCESS OF THIS TATTOO TO ENSURE MAXIMUM RESULTS AND TO AVOID ANY ERROR IN YOUR PART.

1. WASH TATTOO WITH CLEAN HANDS, WARM WATER AND LIQUID ANTIBACTERIAL HANDSOAP. DO NOT USE BAR SOAP.

2. PAT DRY WITH A CLEAN PAPER TOWEL.

3. APPLY A THIN LAYER OF REGULAR NONSCENTED, NONCOLORED HAND LOTION (IE. LUBRIDEORM, OR CUREL)

4. REPEAT THIS PROCESS MORNING AND NIGHT, OR AFTER ANY TIME YOUR TATTOO WAS EXPOSED TO DIRT, HEAVY SWEATING, OR ANY OUTSIDE ELEMENTS.

5. NO SWIMMING, SOAKING, OR SUNTANNING FOR ATLEAST 2 WEEKS. THIS DOES NOT MEAN YOU CAN'T SHOWER, THIS MEANS YOU CAN'T SOAK. DO NOT PICK OR SCRATCH.

6. FOLLOW THESE INSTRUCTIONS TO ENSURE MAXIMUM HEALING RESULTS, DO NOT FOLLOW WHAT YOUR BROTHER, SISTER, MOTHER, COUSIN, (INSERT NAME HERE) DID ON THEIR TATTOO...DIFFERENT ARTIST, DIFFERENT APPLICATION, DIFFERENT RULES.

7. PLEASE CALL YOUR ARTIST SHOULD YOU HAVE ANY QUESTIONS FROM HERE ON OUT. ANY DEVIANCE FROM THIS HEALING METHOD WOULD MEAN THAT TOUCHUPS NEEDED ON THE TATTOO ARE AT YOUR EXPENSE, AND DUE TO YOUR NEGLIGENCE.

8. ENJOY YOUR NEW TATTOO!
ProTrainings hereby certifies that

**SHANE PEASE**

has successfully completed the education in OSHA Bloodborne Pathogens Standard 29 CFR 1910.1030 and body art safety

This course includes the following objectives and is consistent with OSHA Bloodborne Pathogens Standard 29 CFR 1910.1030 and body art safety

- Infection Control for Body Artists
- How Bloodborne Pathogens are spread
- HIV and AIDS
- Hepatitis B Virus and Vaccine
- Hepatitis C Virus
- Skin Diseases
- Medical Issues with Body Art
- Engineering and Work Practice Controls
- Regulated Waste
- Body Fluid Cleanup Procedures
- Glove Removal
- Handwashing
- Sterilization Procedures for Body Art Shops
- Exposure Incident and Reporting
- Reducing Risk
- Cross Contamination
- Course is 2 contact hours

**Date Issued:** 06/13/2018  
**Renewal Date:** 06/13/2019  
**Certificate Number:** 152893908483792

**Instructor:** ROY W. SHAW #100

ProTrainings 6452 E Fulton St. #1, Ada, MI 49301  888-406-7467  support@protrainings.com  tattoo.probloodborne.com
Inquiry Information

Date of inquiry: 10/30/2018
Federal Employer ID #: 81-5047065
Legal business name: TALL TATTOO LLC

This business is NOT registered as a retailer or reseller for sales tax with the Illinois Department of Revenue.

This is not a substitute for a valid Certificate of Resale. For more information on certificates of resale, click here.

This business is currently active for the following:
- IL Withholding Income Tax
- Unemployment Insurance
- IL Business Income Tax
COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 29th day of October, 2018

BETWEEN:

WHM Ventures, Inc., 3231 Napa Court, DeKalb, IL 60115
(the "Landlord")

- AND -

Shane Pease (personally) and Tall Tattoo LLC, (the "Tenant")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

   a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;

   b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 205 S. 3rd Street, DeKalb, IL 60115, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;

   c. "Common Areas and Facilities" mean:

      i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable
premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

e. "Premises" means the commercial space at 205 S. 3rd Street, DeKalb, IL 60115

**Leased Premises**

2. The Landlord agrees to rent to the Tenant the commercial space municipally described as 205 S. 3rd Street, DeKalb, IL 60115, (the "Premises"). The Premises are more particularly described as follows:

   Reception area, three work stations, bathroom, and small storage room

   Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

3. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises without the prior written permission of the Landlord. Upon thirty (30) days notice, the Landlord may revoke any consent previously given under this clause.

4. Subject to the provisions of this Lease, the Tenant is entitled to the non-exclusive use of the following parking on or about the Premises: on street parking only. (the "Parking").

**Term**

5. The term of the Lease is for 60 months to commence at 12:01 a.m. on November 1, 2018.
6. Upon Five (5) days notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.

7. Upon Ten (10) days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 10 days notice.

8. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

9. Subject to the provisions of this Lease, the Tenant will pay the Base Rent of $800.00 (the "Base Rent") will be payable monthly. Rent will escalate by 3% per year under the following schedule:

November 1, 2018-October 31, 2019 = $800.00 per month
November 1, 2019-October 31, 2020 = $824.00 per month
November 1, 2020-October 31, 2021 = $848.72 per month
November 1, 2021-October 31, 2022 = $874.18 per month
November 1, 2022-October 31, 2023 = $900.41 per month

10. The Tenant will pay the Base Rent on or before the 1st of every month starting November 1, 2018 of each and every month of the term of this Lease to the Landlord at such other place as the Landlord may designate.

11. The Tenant will be charged an additional amount of 5.00% of the Rent for any late payment of Rent.

12. The Security Deposit is equal to one month’s rent ($800.00) and is due upon execution of this lease. Last month’s rent ($900.41) due on lease start date of November 1, 2018 along with first month rent ($800.00).

Operating Costs

13. In addition to the Base Rent and as Additional Rent, without setoff, abatement or deduction, Tenant is responsible to pay for all utilities specific to the unit, including but not limited to, water, sewer, electric, gas, phone, cable, and internet. Tenant understands the gas service serves other areas of the building not related to tenant’s specific unit. This has been taken into consideration in the lower than market rental amount. Tenant will be billed by landlord for 1/5 of the water bill paid by landlord for the property.
Tenant will pay $25 monthly to landlord for garbage service. If tenant requires more than one garbage container to use per week it will be an additional $7 per month per can.

**Use and Occupation**

14. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of TALL TATTOO, LLC and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

15. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

**Quiet Enjoyment**

16. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

**Distress**

17. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

**Overholding**

18. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.
Additional Rights on Reentry

19. If the Landlord reenters the Premises or terminates this Lease, then:

   a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;

   b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;

   c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;

   d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

   e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;

   f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;

   g. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;

   h. the Tenant will pay to the Landlord on demand:

      i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:

1. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

2. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

**Tenant Improvements**

20. The Tenant will and/or can make the following improvements to the Premises at Tenant expense. All improvements done in a professional manner.

a. Painting unit

b. Sign on front of building (subject to landlord approval)

c. Flooring

d. Lighting (existing lights to be given to Landlord)

e. Sinks/work station cabinets updated to meet standards for Tattoo business

f. Tenant responsible for any other updates/improvements required for operation of tenant’s business.

g. Tenant is responsible to obtain any/all permits for alterations that require such, at TENANT EXPENSE. If improvements cause the requirement of a fire alarm or sprinkler, Tenant will bear the cost for such throughout the entire building.
21. All improvements provided by the Tenant will revert to the Landlord at the end of the Lease. All leasehold improvements are assumed to revert to the Landlord when the Tenant vacates the space at the end of the lease.

**Utilities and Other Costs**

22. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: garbage, water, sewer. Tenant will pay to landlord $25/month for garbage (includes one can and $7/month per additional can) and 1/5 of the water bill.

23. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, telephone, cable and internet. Tenant understands the gas service serves other areas of the building not related to tenant’s specific unit. This has been taken into consideration in the lower than market rental amount.

24. The Tenant is responsible for snow removal from the sidewalk in front of the building and the side of the building from the front to the subject unit’s door.

**Insurance**

25. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant’s insurance agent regarding a Tenant’s Policy of Insurance.

26. The Tenant is not responsible for insuring the Landlord’s contents and furnishings in or about the Premises for either damage or loss, and the Tenant assumes no liability for any such loss.

27. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.

28. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord. Michael Mills and WHM Ventures, Inc. are to be named as "Additionally Insured."

**Attorney Fees**

29. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid
by the Tenant as Additional Rent. All rents including the Base Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

**Governing Law**

It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Illinois, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

30. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Illinois (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

**Assignment and Subletting**

31. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

**Additional Provisions**

32. Tenant agrees to cooperate with any front façade improvement.

**Care and Use of Premises**

33. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

34. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

35. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

36. The Tenant will not engage in any illegal trade or activity on or about the Premises.
37. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

**Hazardous Materials**

38. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

**Rules and Regulations**

39. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

**General Provisions**

40. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

41. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

42. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

43. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
The Parties to this Lease have duly affixed their signatures or by a duly authorized officer, on this 29th day of October, 2018.

WHM Ventures, Inc.  
(Landlord)

Print Name

Signature  
Date

Tall Tattoo, LLC  
(Tenant)

Print Name  
Date

Signatures  
Date

Due @ lease signing:

1st month $ 800.00
Security deposit $ 500.00
Last month $ 905.41
Total $ 2,500.41

Received $2,500.00 on 10/29/18

Balance due $ 250.41

Shane Pease, personally

Print Name  
Date

Signature  
Date
BACKGROUND CHECK REQUEST

DATE: __________________________

NAME OF APPLICANT: SHARE PEASE

BUSINESS NAME: TALL TATTOO L.L.C

PHONE NUMBER: __________________________

DRIVER'S LICENSE NUMBER: __________________________

FEE: $50.00

PURPOSE OF BACKGROUND CHECK:

[ ] HOTEL/MOTEL
[ ] ITINERANT MERCHANT/PEDDLER/SOLICITOR
[ ] TAXI BUSINESS
[ ] TAXI DRIVER
[ ] OTHER: TATTOO SHOP

DATE RECEIVED BY POLICE DEPARTMENT: __________________________

PROCESSED BY: __________________________

DATE forwarded TO FINANCE DEPARTMENT: __________________________

MUST MAKE AN APPOINTMENT WITH KELLY SULLIVAN AT THE CITY OF DEKALB POLICE DEPARTMENT AT 815-748-8446. THE POLICE DEPARTMENT IS LOCATED AT 700 W LINCOLN HWY. DO NOT SHOW UP FOR FINGERPRINTING WITHOUT MAKING AN APPOINTMENT FIRST.

FOR CITY USE ONLY

DATE PAYMENT RECEIVED: 8-20-18

FEE PAID: S[ ] CHECK #: [ ] CASH: [X]

PAYMENT AMOUNT HERE: __________________________
MEMO TO: Chief Gene Lowery
FROM: CSO Dan Gerace
DATE: 09/20/18
SUBJECT: BACKGROUND INVESTIGATION for Shane Pease, Tattoo License for Tall Tattoo LLC

CRIMINAL CHECKS

LiveScan Fingerprinting Results?
☐ No Arrests/Contacts Located ☒ Yes Explain: Carol Stream Police: 2007 DUI/Endanger Life/Health of a Child
Possession of Drug Paraphernalia
St. Charles Police: 2009 Battery
South Elgin Police: 2010 DUI
Tempe, Arizona Police: 2014 Possession of Marijuana

Police Records Checks – List all departments you inquired with.
☐ No ☒ Yes Explain: DeKalb Police had no record.

Does applicant possess a valid driver’s license?
☐ No ☒ Yes Explain: Valid driver’s license.

CIVIL CHECKS

Were any bankruptcies, liens or judgments located on applicant?
☐ No ☒ Yes Explain: Kane County a judgment for $1394 with Plaintiff being DuPage Credit Union

OTHER AGENCIES CHECKED

Were any other agencies contacted?
☒ No ☐ Yes Explain:

Based on the applicant's history, I do not recommend approval.

[Signature]
9-27-18
PUBLIC NOTICE
NOTICE OF HEARING
CITY OF DEKALB
DEKALB COUNTY, ILLINOIS
BODY ART LICENSURE
PUBLIC HEARING
TAKE NOTICE that, pursuant to the provisions of Chapter 67 of the City Code of the City of DeKalb, the City Council shall conduct a public hearing to consider the application for body art establishment licensure for a facility proposed as Tall Tattoo, L.L.C., 202 S. Third Street. Said hearing shall be conducted on December 10, 2018, at 6:00 p.m. at the DeKalb City Council Chambers, 200 S. Fourth Street, Second Floor, DeKalb, IL 60115. Interested persons are invited to attend and provide public comment. The hearing may be continued to a future date at such time without requirement of further publication. Persons requiring an accommodation should contact the City Hall at 815-748-2090.

(Published in the Daily Chronicle, November 29, 2018.) 1608759