



**Amended AGENDA FOR
CITY COUNCIL MEETING**

Council Chambers

401 E Third Street

Kewanee, Illinois 61443

Closed Meeting starting at 6:00 p.m.

Open Meeting starting at 7:00 p.m.

Monday, July 22, 2019

Posted by 6:00 p.m., July 19th, 2019

1. Call to Order
2. Roll Call
3. Closed Meeting pursuant to Section 2 (C) (1) of the Open Meetings Act to discuss Employee Compensation.
4. Roll Call
5. Pledge of Allegiance
6. Consent Agenda
 - a. Approval of Minutes
 - b. Payroll
 - c. Staff Reports
7. Presentation of Bills and Claims
8. Citizen Participation
9. Business:
 - a) **Consideration of an Ordinance to establish parking restrictions on both sides of Nelson Ave.**
 - b) **Consideration of an Ordinance granting a request for variance to Kim Cernovich 1002 Western Ave.**
 - c) **Consideration of a Resolution authorizing the Fire Chief to enter into a Mutual Intercept agreement with Stark County Ambulance Service.**
 - d) **Consideration of a Resolution Authorizing the Fire Chief to enter into an agreement with ESO Solutions for the purchase of Computer Software.**
 - e) **Consideration of an Ordinance approving and authorizing the Execution of a Tax Increment Financing (TIF) District Redevelopment agreement between City of Kewanee and Dooley Bros. Plumbing and Heating**
 - f) **Consideration of an Ordinance approving and authorizing the Execution of a Tax Increment Financing (TIF) District Development agreement between the City of Kewanee and Dale Mathews (D.B.A) The Broken Chimney)**
 - g) **Consideration of a Resolution to Authorize the Chief of Police to Execute an Amended Intergovernmental Cooperation Agreement**
10. Council Communications:
11. Announcements:
12. Adjournment



MEMORANDUM

Date: July 19, 2019
From: Gary Bradley, City Manager
To: Mayor & Council
RE: Council Meeting of **Monday, July 22, 2019**

CLOSED MEETING AT 7:00 P.M.
REGULAR MEETING AT 7:00 P.M.

1. **Street Improvements**— Staff was informed by the state that the repairs made to storm inlet structures will be eligible for the 80/20 split, which greatly reduces unexpected costs associated with the project. Staff inspected an area referred by the Mayor near the intersection of Division and West Street and found the condition severe enough to warrant it being addressed at this time.
2. **Waste Water Treatment Plant**— Bock, Inc, the City's contracted Waste Water Treatment Plant operator, has applied in excess of 200,000 gallons of sludge to a field located between here and Neponset. They will continue operations through next week, then plan to resume operations the first full week of August, weather permitting, and will continue throughout the month.
3. **Billing**— Staff was asked to provide copies of invoices and payments from the Andersons related to Water and Sewer connections on Division Street. Those documents immediately follow this memorandum.
4. **Fire Department Hiring**— Tyler Gudat began his employment last week has a new firefighter for the city. The department still has two openings to fill. The Fire and Police Commission met twice this week to conduct interviews in order to finalize the hiring list for candidates from which to select future firefighters.
5. **Police Department Hiring** — Kellen Daniels began his employment with the City today as our newest police officer.
6. **County-Wide Economic Development**— I had a great meeting today with Jim Kelly, the new Director of Economic Development for Henry County. I'm excited to work with him to help bring Economic Development to the region. With his hiring, we will need to issue a check to Henry County in lieu of the one that was previously voided.
7. **Main and Second**—Staff was asked about the status of the southwest corner of the intersection. We were able to verify that the owner is having some asbestos removed from pipes in what was once a basement and is working with a local contractor to develop cost estimates for stabilizing the property and the basement of the adjacent building.

Pd 8/14/18
 rec #84171 ah
 ck 81087022
 \$2095.27

City of Kewanee
Department of Accounts and Finance
 401 East Third Street, Kewanee Illinois 61443-2365
 Phone (309) 852-2611 FAX (309) 856-6001

TO: Jason T/Laura J Anderson
 40 Edgewood Drive
 Kewanee Illinois 61443

AH2018018

Date 07/24/18

Quantity	Description	Unit Cost	Cost
	Parts to install water service at 810 East Division St on 6/18/18		
70 ft	1 1/2" Plastic water service pipe	\$ 1.05	\$ 73.50
5 ea	1 1/2" Stainless steel inserts	\$ 4.40	\$ 22.00
1 ea	1" AY McDonald meter pit 5 ft tall	\$ 882.59	\$ 882.59
1 ea	1" Iperl water meter		No Charge
1 ea	Flexpro MXU for water meter		No Charge
1 ea	4" x 1 1/2" cc Double strap bronze tapping saddle	\$ 143.78	\$ 143.78
1 ea	1 1/2" cc x Compression Ball Corporation	\$ 226.93	\$ 226.93
1 ea	1 1/2" Compression x Compression Ball Curbstop	\$ 370.40	\$ 370.40
1 ea	1 1/2" FIP x Compression adapter	\$ 79.80	\$ 79.80
1 ea	1 1/2" x 1" Brass bushing	\$ 9.65	\$ 9.65
2 ea	1" x 1 1/4" Brass bushing	\$ 7.55	\$ 15.10
2 ea	1 1/4" FIP x Compression adapter	\$ 63.48	\$ 126.96
1 ea	1 1/4" Stainless steel insert	\$ 2.75	\$ 2.75
1 ea	24" Stainless steel double washer box rod	\$ 68.20	\$ 68.20
1 ea	Complete 95E plastic curbbox	\$ 55.20	\$ 55.20
1 ea	1" x 6" Brass nipple	\$ 11.52	\$ 11.52
1 ea	1 1/2" Compression gasket	\$ 6.89	\$ 6.89
42-389 ah	TOTAL COST		\$ 2,095.27
	DUE 08/13/18		

The balance due must be paid in full within 20 days of the date of this invoice. The unpaid balance will be added to your next water bill. Once there it will be subject to the standard terms/conditions of delinquent water service billings.

Seq No: 84171 Terminal: T05

Date: Tuesday August 142018

Time: 15:16

Item	Qty	Amount
MISC. INC./SAR.,ET	1	2095.27

Total Amount Due: 2095.27

Cash received: .00
Check received: 2095.27
Credit received: .00

Change Due: .00

INV # AH 2018018 FOR JASON/LAURA ANDERSON
N 810 E DIVISION ST INSTALL WATER SERVICE
E Paid Ck: 1087022

CITY OF KEWANEE
401 EAST 3RD STREET
KEWANEE, IL. 61443

Register Receipt

Unsaved Receipt

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER. THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX.

UNION FEDERAL
SAVINGS AND LOAN ASSOCIATION SINCE 1890

DRAWN ON:
UNION FEDERAL SAVINGS AND LOAN
KEWANEE, ILLINOIS

1087022

70-7227 / 2711

VOID AFTER 90 DAYS

Date: August 13, 2018

Pay **\$2,095 DOLLARS AND 27 CENTS**

\$2,095.27

To the CITY OF KEWANEE
Order of DEPARTMENT OF ACCOUNTS & FINANCE

Craig L. Justison

Authorized Signer

MEMO: JASON T ANDERSON AND LAURA J ANDERSON



1087022 271172275 157023440118

Seq No: 69125 Terminal: T01

Date: Wednesday September 132017

Time: 16:21

Item	Qty	Amount
SEWER CONN. FEES	1	161.00
WATER CONN. FEES	1	151.00

Total Amount Due: 312.00

Cash received: .00
Check received: .00
Credit received: 312.00

Change Due: .00

WATER & SEWER CONNECTION FEES FOR 810 E
DIVISION ST JASON/LAURA ANDERSON

CITY OF KEWANEE
401 EAST 3RD STREET
KEWANEE, IL. 61443

Register Receipt

Unsaved Receipt

CITY OF KEWANEE
401 EAST THIRD STREET
KEWANEE, IL 61443
309-852-2611

PAYMENT

Ref #: 1883383
Customer ID:

Acc #: *****8921

Exp: 04/19

Payment Amount: \$312.00

Time: 16:21:32 Date: 09/12/2017
Confirmation #: 74315740

* The Payment Amount does not include
the Convenience Fee detailed below

I agree to pay total amount
according to card issuer agreement

X

COUNCIL MEETING 19-13

July 8th, 2019

The City Council met in Council Chambers at 7:00 PM with the Mayor calling the meeting to order and the following answering to roll call:

Steve Faber	Council Member
Chris Colomer	Council Member
Michael Yaklich	Council Member
Michael Komnick	Council Member
Gary Moore	Mayor

News media present was as follows:

Mike Helenthal Star Courier
Sean Kernan WKEI

The Pledge of Allegiance was said.

Mayor Moore asked for a moment of silence for our troops still fighting overseas.

Mayor Moore explained that the next items were placed on the consent agenda and were considered to be routine in nature to be passed as a whole with one vote of the Council. Mayor Moore requested that any member of the Council or the audience wishing to have an item removed from the consent agenda for individual consideration to make the request and the item would be removed and considered following the approval of the remaining consent items. The consent agenda included minutes from the June 24, 2019 Council Meeting, payroll for the pay period ending June 26, 2019 in the amount of \$200,038.64, The consent agenda items were approved on a motion made by Council Member Colomer and seconded by Council Member Faber. Roll call showed 5 ayes, no nays. The motion passed.

Bills submitted for approval totaling \$916,125.28 were approved on a motion made by Council Member Faber and seconded by Council Member Komnick. Bill from CIPP was questions by Yaklich. It was explained by Rodney Johnson and Gary Bradley that these are liners for the sewer infrastructure. Councilman Yaklich was also concerned that All Seasons didn't take care of some small volunteer trees on Elm St. Keith was not present to answer however Gary Bradley reassured Yaklich that these could be taken care of easily. Roll call showed 5 ayes, no nays. The motion passed.

CITIZEN PARTICIPATION

Mayor Moore then asked if anyone wished to speak regarding a non-agenda item. Andy Koehler stepped forward to keep the board informed about his property located at West Mill St. by Central School. Mr. Koehler admitted that the roof at this location is in serious need of help. He was just here to reassure the board that he is actively looking to get a repair company out to get the necessary repairs done in a timely manner and would keep the board informed on the progress.

NEW BUSINESS

Acceptance of the minutes from the planning Commission from meeting June 27th, 2019. Motion made by Council Member Colomer and seconded by Council Member Yaklich. Roll call showed 5 ayes, no nays. The motion passed.

Ordinance #3972 Granting Special Use Permit to Don Grabbe was approved on a motion made by Council Member Colomer and seconded by Council Member Yaklich. Yaklich then congratulated Mr. Grabbe on the improvement to the property. Council Member Yaklich then asked how they had dealt with a couple neighbors that had complained about the juke box noise. Mr. Grabbe explained that he had reduced the Juke box noise by adjusting the volume level and stated that he was very happy with his recent profits and his neighbors also seemed pleased with adjustments made. Roll call showed 5 ayes, no nays. The motion passed.

Resolution # 5173 authorizing the continuation of the nonconforming use at 200 E 7th st as a B-2 Business district was approved on a motion made by Council Member Yaklich and seconded by Council Member Colomer. Jodi Pettit stepped forward when Council member Yaklich asked if this property had ever been reverted back to a residential home. Jodi assured that this property had always been a business. Roll call showed 5 ayes, no nays. The motion passed.

Resolution #5174 acknowledging the Illinois Housing Development Grant in the amount of \$37k was approved on a motion made by Council Member Komnick and seconded by Council Member Faber. Colomer addressed the board with a concern on how we can reallocate the funds. City Manager Bradley addressed the concern and stated that we have some funds that we allocated to remove delapidated homes and those funds now can be used for other needs. Roll call showed 5 ayes, no nays. The motion passed.

Resolution #5175 to authorize the City Manager Gary Bradley to enter into an agreement with Nyhart for the City actuarial services was approved with a motion made by Council Member Faber and seconded by Council Member Yaklich. Yaklich voiced a concern about the \$1000.00 additional fee for the GASB for 2018. City Finance Director Debbie Johnson explained that these were included in the bid and these were for the past year and for the upcoming audit in July. Roll call showed 5 ayes, no nays. The motion passed.

The Proclamation declaring July 10th Caleb Cleaver day was presented to Caleb Cleaver by Mayor Moore.

OTHER BUSINESS

Council Member Faber spoke to the board and audience on the Prairie Chicken Festival and the Black Knight Mural. Expressed the excitement for this Community to have such a wonderful

festival. Encouraged all to attend and enjoy all the festivities that they had to offer. But when looking at the mural...please pull over and park. It will be worth your time.

Council Member Colomer also wanted to address Caleb Cleaver and praise him for his strength and perserverience. Colomer also reiterated that the Prairie Chick Festival had so many great things to offer. Mentioned the need to support your community and what it has to offer. Mentioned the Chalk art on Saturday.

Council Member Komnick started by thanking Police Chief Ainley on speaking with the Senior Center. Komnick also wanted to mention the Mary Poppins production that was this past weekend. Stated he may be a bit biased due to his family performing in the production. Gary Moore also stated it was an amazing show and that we should congratulate the performers. Komnick stated hats off to the arts.

Council Member Yaklich requested an update on East street? Due to the length of the project were there any additional costs that we should be concerned about? City Manager Bradley responded with any project like this one there are unexpected issues that arise. Rodney Johnson also responded that he was in contact with IMEG to see which changes would qualify for additional funds from the state. Bradley stated that is the benefit in being in the 80/20 split to help defer some of the cost. Yaklich asked how the engineer search was coming. City Manager Bradley responded that we are only 2 months into this year and that our main focus at this time is to finish the projects that we have on our plate. A question was raised by Yaklich on the Neponset Ambulance Service and if we had entered into an agreement with them. Council Member Yaklich was concerned that a decision and or vote was never brought before the board. Council Members Colomer, Faber, and Komnick assured Council Member Yaklich that yes this was brought in front of the board and that they voted to let the City Manager to go forward with negotiations and make the deal. Yaklich then asked for an update on the audit status. Debbie Johnson indicated that the auditors would be Kewanee to start their fieldwork on July 28th. Yaklich then asked about the budget reports and the date of their completion. City Manager Bradley stated that City Finance Manager Debbie Johnson had all the numbers inputted and had given him a hard copy as an example earlier in the day and that staff would like to simplify the document.. Last but not least Council Member Yaklich asked for an update on the sludge. Bradley stated that he was in contact and was hoping to hear if they were going to spread today or tomorrow but unfortunately didn't get a response in time for the meeting. Yaklich raised concerns by Colomer on the man hours that we are paying for from this company. And if they are not doing the work are we due a refund for the funds. Mayor Moore also commented on this stating he felt we were not being charged for the man hours that they were just stating they will provide the man hours, but agreed he feels that if they were doing better cleanouts and not partial cleanouts we may not be in this situation. Council Member Yaklich asked for a copy of the bill and check for the Division St. project. City Manager Bradley stated he would get that to him.

Mayor Moore wanted to also mention that the Mary Poppins performance was wonderful and he was glad to attend. Mayor Moore also congratulated retired Police Officer Tim Pence for his service.

ANNOUNCEMENTS

There being no further business, Council Member Colomer moved to adjourn the meeting and Council Member Faber seconded the motion. Roll call showed 5 ayes, no nays. The meeting adjourned at 7:32 PM.

RABECKA JONES , CITY CLERK

DATE APPROVED

SYS DATE:07/17/19

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 212

SYS TIME:08:24

[NW1]

DATE: 04/18/19

Thursday April 18,2019

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 1-800-RADIATOR & A/C 53328217	62-45-613	RADIATOR AND HOSES	157.00	157.00
01 ADVANCED BUSINESS SYSTEMS INC INV13871	01-11-512	MAINTENCE CONTRACT	187.33	187.33
01 AEP ENERGY 3999900015	62-45-571	CITY HALL	22074.59	1455.96
3999900015	52-93-571	DISPOSAL ELECTRIC		93.16
3999900015	01-11-571	SIREN RR AVE		.17
3999900015	01-11-571	6TH AVE MANI		20.95
3999900015	52-93-571	TOC LIFT STATION		7.25
3999900015	51-93-571	NWTP ELECTRIC		3088.07
3999900015	01-11-571	SIREN W CHURCH		.17
3999900015	52-93-571	HIGH AND 3RD LIFT		29.01
3999900015	52-93-571	MIDLAND PLAZA		36.13
3999900015	52-93-571	FIRST AND UNION LIFT		57.10
3999900015	51-93-571	SWTP ELECTRIC		4089.30
3999900015	01-11-571	3RD AND MAIN TRAFFIC		6.35
3999900015	51-93-571	WATER WELL 3		980.47
3999900015	52-93-571	CAMBRIDGE RD LIFT		43.32
3999900015	52-93-571	WWTP ELECTRIC		8766.97
3999900015	52-93-571	6TH STREET LIFT		191.05
3999900015	62-45-571	PW BLDG		105.93
3999900015	62-45-571	XFER ST ELECTRIC		79.73
3999900015	01-11-571	SIREN 5TH PARK		.17
3999900015	58-36-571	PV CEMETERY		11.35
3999900015	52-93-571	FISHER PUMP STATION		194.02
3999900015	62-45-571	FIRE ST 2		106.82
3999900015	01-11-571	N EAST ST SIGNALS		85.00
3999900015	51-93-571	WATER WELL 5		2310.41
3999900015	52-93-571	LAKE ST LIFT		111.94
3999900015	52-93-571	KENTVILLE LIFT		2.61
3999900015	54-54-571	FRANCIS PARK		99.37
3999900015	01-11-571	ESDA SIREN EMMONS AND DWIGHT		.08
3999900015	01-11-571	MCCLURE AND TENNEY		20.18
3999900015	01-11-571	SOUTH AND TENNEY		16.53
3999900015	01-11-571	TENNEY AND COLLEGE		.13
3999900015	52-93-571	SOUTH AND HOLLIS LIFT		20.02
3999900015	51-93-571	WATER		10.22
3999900015	62-45-571	SHOOTING RANGE		.18
3999900015	58-36-571	MAUSOLEUM		1.91
3999900015	62-45-571	FIRE STORAGE		.27
3999900015	01-11-571	2ND AND MAIN		7.14
3999900015	01-11-571	FIRST AND MAIN		7.78
3999900015	01-11-571	CENTRAL AND MAIN		7.06
3999900015	01-11-571	PROSPECT AND MAIN		10.31
01 AUCA CHICAGO MC LOCKBOX			170.96	

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
D062419	62-45-471	UNIFORM RENTAL		42.74
D062419	62-45-471	UNIFORM RENTAL		42.74
D062419	62-45-471	UNIFORM RENTAL		42.74
D062419	62-45-471	UNIFORM RENTAL		42.74
01 AUTOMOTIVE ELECTRIC OF KEWANEE			267.95	
68116	62-45-512	SANI HOE		215.00
68116	62-45-612	PAINTER BATTERY		52.95
01 AUTO ZONE			14.37	
264437420	62-45-613	DURALAST WIPERS		14.37
01 B & B PRINTING			215.82	
23235	01-22-553	AMBULANCE TRANSFER INFO		215.82
01 B & B LAWN EQUIPMENT & CYCLERY			509.57	
D072219	01-52-612	BLADE SET		198.00
D072219	58-36-612	OIL FILTER		181.32
D072219	62-45-612	VBELT/DEF;ECTER		130.25
01 BI-STATE REGIONAL COMM			1511.75	
D07222019	02-61-561	QRTLY MEMBERSHIP		1511.75
01 MARK BITTING			2295.80	
332750	01-41-574	BULK BRUSH		1065.00
332750	57-44-574	LANDSCAPE		1230.80
01 BOCK'S EQUIPMENT & REPAIR INC			2740.00	
49930	01-52-830	REAR DISCHARGE		2740.00
01 BREEDLOVE'S SPORTING GOODS			125.00	
37695	62-45-473	NAVY TEES		105.00
37695	38-71-549	NAME PLATES		20.00
01 CALHOUN, JACK			200.00	
13122	01-41-473	CLOTHING ALLOWANCE		200.00
01 CHAMLIN & ASSOCIATES INC			2396.00	
20019321	52-93-542	BOCK SERVICES		2000.00
20019321	52-93-870	PROJECT ENGINEER		396.00
01 COLWELL, BRENT			225.00	
D072219	01-65-549	1200 W DIV ST		25.00
D072219	01-65-549	N MAIN ST		50.00
D072219	01-65-549	216 N VINE ST		50.00
D072219	01-65-549	216 N VINE ST		25.00
D072219	01-65-549	GALESBURG SIGN		50.00
D072219	01-65-549	GALESBURG SIGN		25.00
01 COMCAST CABLE			86.90	
D072219	51-42-537	INTERNET PW BLDG		43.45
D072219	62-45-537	INTERNET PW BLDG		43.45
01 CORE & MAIN LP			20491.86	
K750363	52-43-615			4560.00
K750363	51-42-615	15931.86		15931.86
01 DINGES FIRE COMPANY			295.02	
01474-00522	01-22-159.7	SHOCK ABSORBS		124.05
01474-00522	01-22-471	ARCTIC GRIPS		170.97
01 EASTERN IOWA TIRE, INC			32.50	

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
100071831	62-45-613	HP WHEEL ZINC		32.50
01 ED'S HEATING, A/C, PLBG & ELEC 17661	38-71-549	TRAIN STATION	105.00	105.00
01 ELLIOTT EQUIPMENT CO 151639	62-45-613	HEATER CORE AND ACC	431.93	431.93
01 FOSTER COACH SALES, INC 17106	62-45-613	OS WHELEN LIGHT	177.11	61.66
17106	62-45-613	BLUE LIGHT		115.45
01 FRIENDS OF THE ANIMALS 628678	01-21-539	SEMI MONTHLY	1333.33	1333.33
01 GALLS, LLC 13085220	01-21-473	BODY ARMOR	170.99	170.99
01 GUSTAFSON FORD 6599 6575	62-45-613	CALIPERS X2	480.34	92.48
6599 6575	62-45-613	BEZEL		226.40
D061819	62-45-613	PIN/KEY		18.12
D061819	62-45-613	FILTER/BRAKE		126.35
D061819	62-45-613	CAP ASSEMBLY		16.99
01 HACH COMPANY 11526458	52-93-652	LAB SUPS	465.06	81.50
11526458	52-93-652	PIPET STERILE		383.56
01 THOMPSON TRUCK & TRAILER, INC X203026794:01	62-45-613	DEF FLEET	356.53	58.90
X203026794:01	62-45-613	VALVE KIT		297.63
01 HENRY SCHEIN, INC 66738019	01-22-612	MEDICAL SUPPLIES	519.30	519.30
01 HODGE'S 66 INC 52900	62-45-513	SAFETY TEST	42.50	42.50
01 I/O SOLUTIONS INC NS13543	01-11-541	FIREFIGHTER TOOL	641.00	641.00
01 IDEMIA IDENTITY & SECURITY USA 122298	01-21-512	ANNUAL MAINTENANCE	2332.00	2332.00
01 IL DEPT OF REVENUE 4-2018 01-2019 01-11-929		LATE FILLINGS AND PENALTIES	902.79	510.03
4-2018 01-2019 01-11-929		LATE FILLINGS AND PENALTIES		392.76
01 ILLINOIS LAW ENFORCEMENT ALARM ANNUAL MEMBERSH	01-21-561	MEMBERSHIP	120.00	120.00
01 IMEG CORPORATION 19001250.00-1	31-71-532	EAST ST PROJECT	21843.25	21843.25
01 IMPACT NETWORKING 14912	01-11-551	KONICA TONER	211.82	19.50
14912	01-11-512	BLK AND COLOR		192.32
01 INCE'S TOWING INC 20418	01-21-538	TOWED VEHICLE	225.00	225.00
01 INTERSTATE BATTERY SYSTEMS OF 1027637	62-45-612	ACT #1411	99.95	99.95
01 JOHN'S GLASS SHOP			189.74	

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
21186	62-45-513	BROKEN WINDSHIELD		189.74
01 JOHNSON HEATING & A/C INC 304859	51-93-512	PLEATED FILTERS	60.40	60.40
01 JOHN DEERE FINANCIAL			497.32	
D072219	58-36-612	PARTS		52.65
D072219	62-45-612	LODER BUCKET		52.66
D072219	62-45-613	JD MAGNUM PUMP		36.73
D072219	01-52-612	PARTS		34.76
D072219	01-52-612	PARTS		118.58
D072219	62-45-612	VBELTS		97.92
D072219	58-36-612	PIN/VBELTS		104.02
01 KELLEY, ELIZABETH D072219	01-11-471	CLOTHING	60.96	60.96
01 KEWANEE VETERINARY CLINIC D070119	01-21-539	CITY POUND	601.99	601.99
01 KEY EQUIPMENT & SUPPLY CO 156187	62-45-612	ROD ENDS AND NUTS	117.56	117.56
01 KNOX COUNTY LANDFILL D063019	57-44-573	SOLID WASTE	44860.20	44860.20
01 LEMAN PRECAST D072219	31-71-814	INLET	4231.00	2617.00
D072219	31-71-814	30-36 BOXES		1614.00
01 LENOVO (UNITED STATES) INC 6452241834	01-21-537	THINK CENTRE	1250.40	1250.40
01 MARTIN EQUIPMENT OF ILLINOIS I 412879	62-45-612	PARTS	329.01	329.01
01 MARTIN BROS COMPANIES INC 427	01-41-582	COLD PATCH	110.00	110.00
01 MARTIN SULLIVAN INC D072219	58-36-612	PIN/V BELT	320.52	104.02
D072219	01-52-612	PIPE/WHEEL/ETC		118.58
D072219	62-45-612	CONCRETE BELT		97.92
01 MCKESSON MEDICAL SURGICAL 57413434	01-22-612	MEDICAL SUPPLIES	300.51	51.31
57413434	01-22-612	MEDICAL SUPPLIES		249.20
01 MED-TECH RESOURCE LLC 105813	01-22-612	MEDICAL SUPPLIES	2011.44	283.00
105874	01-22-159.7	RESCUE TECH		1728.44
01 MICHIG ENERGY LTD			10194.04	
D063019	01-41-655	pw		404.07
D063019	51-42-655	water		760.71
D063019	52-43-655	SEWER		275.35
D063019	52-93-655	WWTP		127.27
D063019	01-22-655	FIRE		143.24
D063019	01-21-655	POLICE		2878.32
D063019	52-43-655	ENGINEERING		74.04
D063019	01-65-655	COMMUNITY DEVELOPEMENT		176.14

DATE: 04/18/19

Thursday April 18,2019

PAGE 5

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
D063019	01-41-655	PW		770.72
D063019	51-42-655	WATER		45.55
D063019	57-44-655	SANITATION		2210.21
D063019	01-22-655	FIRE		588.52
D063019	58-36-655	CEMETERY GAS		485.03
D063019	58-36-655	CEMETERY GAS		369.82
D063019	58-36-655	CEMETERY GAS		357.93
D063019	58-36-655	CEMETERY GAS		172.59
D063019	58-36-655	CEMETERY DIESEL		185.85
D063019	01-52-655	FRANCIS PARK		168.68
01 MIKE'S LOCK & KEY			144.00	
22512	38-71-549	DUPLICATE KEYS		144.00
01 MISSISSIPPI VALLEY PUMP INC			1045.80	
1275-12755	52-43-830.6	UNION ST LIFT		660.80
1275-12755	52-43-830.6	6TH ST LIFT		385.00
01 MOORE TIRES KEWANEE			408.55	
D072219	62-45-513	K22498		339.00
D072219	62-45-513	K22847		23.78
D072219	62-45-513	K21693		22.99
D072219	62-45-513	K22394		22.78
01 MUTUAL WHEEL CO INC			22.10	
467186	62-45-613	HOOD LATCH		22.10
01 NEAL AUTO PARTS INC			77.00	
402438	62-45-613	SONATA WHEEL		77.00
01 NORTHWEST PLUMBING HEATING AC			363.00	
26380	38-71-549	HVAC MAINTENCE		363.00
01 OFFICE SPECIALISTS INC			392.73	
1053262-00	38-71-611	CORK BOARD		69.96
1053413-0	52-93-652	OFFICE SUPPLIES		322.77
01 ORKIN EXTERMINATING CO			71.18	
181542935	51-93-580	PC STANDARD		71.18
01 PANTHER UNIFORMS INC			457.34	
D060519	01-22-471	BLK BOOTS		139.99
D060519	01-22-471	INITIAL UNIFORMS		317.35
01 PDC LABORATORIES INC			281.68	
I9371996	51-93-542	PHOSPHATE TEST		25.25
I9371996	52-93-542	CHLORINE/NITROGEN		176.43
I9371996	51-93-542	80.00		80.00
01 PEART PROPERTIES			1495.83	
D072219	38-71-549	JANITORIAL		1495.83
01 PEERLESS WELL & PUMP			4221.50	
601	51-93-512	CHEMICAL REHABILITATION		4221.50
01 PEST DOCTOR			85.00	
27737	38-71-549	CITY HALL		60.00
27737	01-21-539	CITY HALL		25.00
01 PETTY CASH FUND			402.99	
D071619	51-42-929	PICK UP NSF CHECK		344.06

DATE: 04/18/19

Thursday April 18,2019

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
D071619	01-22-513	FIRE TRAILER PLATES		8.00
D071619	01-22-473	FIRE-SHEETS FOR GUDAT		20.74
D071619	01-22-652	BUG REPELLENT		15.67
D071619	01-41-562	TOLLS		2.20
D071619	01-11-929	DRAWER SHORTAGE		4.75
D071619	58-36-652	CEMETERY WELDER PARTS		7.57
01 PUBLIC SAFETY CENTER INC			58.88	
5874097	01-22-612	MEDICAL SUPPLIES		58.88
01 RAY O'HERRON COMPANY INC			2901.69	
1937425-IN	01-21-471	NAVY CARRIERS		2901.69
01 REHRIG PACIFIC COMPANY			625.00	
50026047	57-44-537	REVISION SERVICES		625.00
01 S&S BUILDERS HARDWARE CO			1214.64	
559034	38-71-611	UPS CHARGE		27.90
559034	38-71-611	ELECTRICAL STRIKE		1186.74
01 S&S INDUSTRIAL SUPPLY			55.61	
4904041 ri	62-45-652	FLEET SHOP SUPPLIES		55.61
01 SENECA			187.09	
350838	62-45-613	PETRO PART		187.09
01 SNODEPOT LLC			820.00	
394351	62-45-613	SS OIL PAN AND GASKET		820.00
01 SOUTHPARK PSYCHOLOGY			700.00	
191921	01-21-455	DANIELS		350.00
191921	01-22-455	GUDAT		350.00
01 SPETS BROTHERS INC			1141.57	
67900	52-93-512	PAINT		275.74
67900	52-93-512	PAINT		247.38
67900	52-93-512	PAINT		618.45
01 SULLIVAN DOOR COMPANY			212.50	
66717	57-44-511	REPAIR TRANSFER DOOR		212.50
01 TRIANGLE CONCRETE INC			1968.75	
9680-9282	52-43-615	CONCRETE		125.00
9680-9282	52-43-517	CONCRETE		281.25
9680-9282	52-43-517	CONCRETE		156.25
9680-9282	52-43-517	CONCRETE		250.00
9680-9282	52-43-517	CONCRETE		1156.25
01 TSS			130.00	
50638	51-42-455	SALES TAX		130.00
01 VALLEY DISTRIBUTION CORP			3126.41	
352747	62-45-613	BULK OIL		1984.41
352747	62-45-613	BULK OIL		1142.00
01 VERIZON WIRELESS			293.43	
9833350606	01-21-552	POLICE CELLULAR		293.43
01 WEMPLES SALES & SERVICE			24.00	
0269	52-93-512	OPE		24.00
01 THOMSON REUTERS - WEST			514.00	
840617187	01-21-553	POLICE CHIEF		257.00

SYS DATE:07/17/19

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 212

SYS TIME:08:24
[NW1]

DATE: 04/18/19

Thursday April 18,2019

PAGE 7

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
840617187	21-11-533	CITY MANAGER		257.00
** TOTAL CHECKS TO BE ISSUED			173032.68	

SYS DATE:07/17/19

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 212SYS TIME:08:24
[NW1]

DATE: 04/18/19

Thursday April 18,2019

PAGE 8

FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
GENERAL FUND			26246.03	
ECONOMIC DEVELOPMENT			1511.75	
PUBLIC BENEFITS FUND			257.00	
NHR SALES TAX INFRASTRUCTURE IMP			26074.25	
CAPITAL MAINTENANCE/MUN. BLDG.			3472.43	
WATER FUND			32192.43	
SEWER FUND			22129.62	
FRANCIS PARK			99.37	
SANITATION			49138.71	
CEMETERY FUND			2034.06	
CENTRAL MAINTENANCE			9877.03	
*** GRAND TOTAL ***			173032.68	
TOTAL FOR REGULAR CHECKS:			171,699.35	
TOTAL FOR DIRECT PAY VENDORS:			1,333.33	

=====

A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

PAYABLE TO REG# INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DISTR
01 EDWARDS, KEITH 402 AFLAC-1	07/15/19 01-00-159.7	56243 AFLAC REFUND-PLAN CHANGE	42.88	42.88
01 MEDICARE PART B 402 D051019-JS	07/10/19 01-22-929	148 REFUND MEDICARE OVERPAYMENT	300.82	300.82
01 PROFESSIONAL BILLING SERVICES 402 JUNE 19	07/10/19 01-22-579	147 JUNE 19 BILLING CHARGES	1221.09	1221.09
01 SUPREME RADIO COMMUNICATIONS 402 SO 42337-00	07/12/19 01-21-917	1195DF 12 PORTABLE RADIOS	12781.14	12781.14
15 HENRY COUNTY TREASURER 402 2019-00000110	07/10/19 15-41-514	1055 MFT-22.57 TON PATCH MIX	1241.35	1241.35
44 STATE BANK OF TOULON 402 D070119T	07/10/19 44-84D-710	071019BC TAXABLE BOND/PRINCIPAL	1725.20	1456.71
402 D070119T	44-84D-720	TAXABLE BOND/INTEREST		268.49
44 STATE BANK OF TOULON 402 D070119E	07/10/19 44-84D-710	BC071019 EXEMPT BOND/PRINCIPAL	9539.34	8037.42
402 D070119E	44-84D-720	EXEMPT BOND/INTEREST		1501.92
74 LIPPENS, PAUL J 402 OCT-DEC 18	07/15/19 74-14-549	1340A REFUND HEALTH INS PREMS	890.16	890.16
74 SISCO 402 D070519	07/10/19 74-14-451	1338A DENTAL/VISION CLAIMS	2024.35	2024.35
74 SISCO 402 D071219	07/15/19 74-14-451	1339A DENTAL/VISION CLAIMS	42.74	42.74
** TOTAL MANUAL CHECKS REGISTERED			29809.07	

A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

PAYABLE TO REG#	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DISTR
--------------------	--------	--------------------------	-------------------------	--------	-------

REPORT SUMMARY

CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	173032.68	14345.93	187378.61
15	.00	1241.35	1241.35
44	.00	11264.54	11264.54
74	.00	2957.25	2957.25
TOTAL CASH	173032.68	29809.07	202841.75

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	26246.03	14345.93	40591.96
02	1511.75	.00	1511.75
15	.00	1241.35	1241.35
21	257.00	.00	257.00
31	26074.25	.00	26074.25
38	3472.43	.00	3472.43
44	.00	11264.54	11264.54
51	32192.43	.00	32192.43
52	22129.62	.00	22129.62
54	99.37	.00	99.37
57	49138.71	.00	49138.71
58	2034.06	.00	2034.06
62	9877.03	.00	9877.03
74	.00	2957.25	2957.25
TOTAL DISTR	173032.68	29809.07	202841.75

BOCK INC.
MONTHLY REPORT FOR
JUNE, 2019

SUBMITTED BY: *Stan Bock*

DMR Copy of Record

[illegible]

50060	Chlorine, total residual	1 - Effluent Gross	0	--	Permit Req.										<=	.05 DAILY MX	19 - mg/L		CL/OC - Chlorination/Occurances	GR - GRAB
					Value NODI											9 - Conditional Monitoring - Not Required This Period				
74055	Coliform, fecal general	1 - Effluent Gross	0	--	Sample										=	1625	13 - #/100mL	0	01/30 - Monthly	GR - GRAB
					Permit Req.											Req Mon DAILY MX	13 - #/100mL		01/30 - Monthly	GR - GRAB
					Value NODI															
80082	BOD, carbonaceous [5 day, 20 C]	1 - Effluent Gross	0	--	Sample	=	84.2	=	200	26 - lb/d			=	1.39	=	2.71	19 - mg/L	0	01/07 - Weekly	CP - COMPOS
					Permit Req.	<=	417 MO AVG	<=	834 DAILY MX	26 - lb/d			<=	10 MO AVG	<=	20 DAILY MX	19 - mg/L		01/07 - Weekly	CP - COMPOS
					Value NODI															

Submission Note

If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.

Edit Check Errors

Parameter		Monitoring Location	Field	Type	Description	Acknowledge
Code	Name					
00940	Chloride [as Cl]	1 - Effluent Gross	Quantity or Loading Sample Value 2	Soft	The provided sample value is outside the permit limit. (Error Code: 1)	Yes

Comments

Chlorination did not occur this monitoring period.

Attachments

No attachments.

Report Last Saved By

KEWANEE, CITY OF

User:	bockinc1992
Name:	Stanley Bockewitz
E-Mail:	stanb@bockinc.net
Date/Time:	2019-07-16 14:47 (Time Zone: -05:00)

Report Last Signed By

User:	bockinc1992
Name:	Stanley Bockewitz
E-Mail:	stanb@bockinc.net
Date/Time:	2019-07-16 14:55 (Time Zone: -05:00)

DMR Copy of Record

Permit

Permit #:

IL0029343

Major:

Yes

Permittee:

KEWANEE, CITY OF

Permittee Address:

401 EAST THIRD STREET
KEWANEE, IL 61443

Facility:

KEWANEE STP

Facility Location:

194 FISHER AVENUE
KEWANEE, IL 61443

Permitted Feature:

INF
Internal Outfall

Discharge:

INF-L
INFLUENT MONITORING

Report Dates & Status

Monitoring Period:

From 06/01/19 to 06/30/19

DMR Due Date:

07/25/19

Status:

NetDMR Validated

Considerations for Form Completion

Principal Executive Officer

First Name:

Stanley

Last Name:

Bockewitz

Title:

Operator-in-Charge

Telephone:

309-852-2789

No Data Indicator (NODI)

Form NODI:

--

Submission Note

If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.

Edit Check Errors

No errors.

Comments

Attachments

No attachments.

Report Last Saved By

KEWANEE, CITY OF

User:

bockinc1992

Name:

Stanley Bockewitz

E-Mail:

stanb@bockinc.net

Date/Time:

2019-07-16 14:50 (Time Zone: -05:00)

Report Last Signed By

User:

bockinc1992

Name:

Stanley Bockewitz

E-Mail:

stanb@bockinc.net

Date/Time:

2019-07-16 14:54 (Time Zone: -05:00)

DMR Copy of Record

Permit

Permit #:

IL0029343

Major:

Yes

Permittee:

KEWANEE, CITY OF

Permittee Address:

401 EAST THIRD STREET
KEWANEE, IL 61443

Facility:

KEWANEE STP

Facility Location:

194 FISHER AVENUE
KEWANEE, IL 61443

Permitted Feature:

003
External Outfall

Discharge:

003-0
EMERGENCY HIGH LEVEL OVERFLOW

Report Dates & Status

Monitoring Period:

From 06/01/19 to 06/30/19

DMR Due Date:

07/25/19

Status:

NetDMR Validated

Considerations for Form Completion

Principal Executive Officer

First Name:

Stanley

Last Name:

Bockewitz

Title:

Operator-in-Charge

Telephone:

309-852-2789

No Data Indicator (NODI)

Form NODI:

--

Parameter		Monitoring Location	Season #	Param. NODI		Quantity or Loading					Quality or Concentration						# of Ex.	Frequency of Analysis	Sample Type		
Code	Name					Qualifier 1	Value 1	Qualifier 2	Value 2	Units	Qualifier 1	Value 1	Qualifier 2	Value 2	Qualifier 3	Value 3	Units				
00310	BOD, 5-day, 20 deg. C	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB	
					Permit Req.												Req Mon DAILY MX				19 - mg/L
					Value NODI												C - No Discharge				
00530	Solids, total suspended	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB	
					Permit Req.												Req Mon DAILY MX				19 - mg/L
					Value NODI												C - No Discharge				
74055	Coliform, fecal general	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB	
					Permit Req.												Req Mon DAILY MX				13 - #/100mL
					Value NODI												C - No Discharge				
74071	Flow	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging		
					Permit Req.												Req Mon MO TOTAL 4K - #/mo				
					Value NODI												C - No Discharge				

Submission Note

If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.

Edit Check Errors

No errors.

Comments

Attachments

No attachments.

Report Last Saved By

KEWANEE, CITY OF

User:

bockinc1992

Name:

Stanley Bockewitz

E-Mail:

stanb@bockinc.net

Date/Time:

2019-07-16 14:51 (Time Zone: -05:00)

Report Last Signed By

User:

bockinc1992

Name:

Stanley Bockewitz

E-Mail:

stanb@bockinc.net

Date/Time:

2019-07-16 14:56 (Time Zone: -05:00)

DMR Copy of Record

Permit

Permit #:IL0029343

Major:Yes

Permittee:KEWANEE, CITY OF

Permittee Address:401 EAST THIRD STREET
KEWANEE, IL 61443

Facility:KEWANEE STP

Facility Location:194 FISHER AVENUE
KEWANEE, IL 61443

Permitted Feature:004
External Outfall

Discharge:004-0
EXCESS FLOW LAGOON OUTFALL- EAST LAGOON

Report Dates & Status

Monitoring Period:From 06/01/19 to 06/30/19

DMR Due Date:07/25/19

Status:NetDMR Validated

Considerations for Form Completion

NUMBER OF DAYS OF DISCHARGE:

Principal Executive Officer

First Name:Stanley

Last Name:Bockewitz

Title:Operator-in-Charge

Telephone:309-852-2789

No Data Indicator (NODI)

Form NODI:--

Parameter		Monitoring Location	Season #	Param. NODI		Quantity or Loading					Quality or Concentration							# of Ex.	Frequency of Analysis	Sample Type	
Code	Name					Qualifier 1	Value 1	Qualifier 2	Value 2	Units	Qualifier 1	Value 1	Qualifier 2	Value 2	Qualifier 3	Value 3	Units				
00300	Oxygen, dissolved [DO]	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB	
					Permit Req.								Req Mon MN WK AV		Req Mon DAILY MN	19 - mg/L					
					Value NODI								C - No Discharge		C - No Discharge						
00310	BOD, 5-day, 20 deg. C	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB	
					Permit Req.								<=	30 MO AVG	<=	45 WKLY AVG	19 - mg/L				
					Value NODI									C - No Discharge		C - No Discharge					
00400	pH	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB	
					Permit Req.								>=	6 MINIMUM		<=	9 MAXIMUM				12 - SU
					Value NODI									C - No Discharge		C - No Discharge					
00530	Solids, total suspended	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB	
					Permit Req.									<=	30 MO AVG	<=	45 WKLY AVG				19 - mg/L
					Value NODI									C - No Discharge		C - No Discharge					
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB	
					Permit Req.										Req Mon MO AVG		Req Mon WKLY AVG				19 - mg/L
					Value NODI										C - No Discharge		C - No Discharge				
00665	Phosphorus, total [as P]	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB	
					Permit Req.										Req Mon MO AVG		Req Mon WKLY AVG				19 - mg/L
					Value NODI										C - No Discharge		C - No Discharge				
50060	Chlorine, total residual	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB	
					Permit Req.									<=	.75 MO AVG		19 - mg/L				
					Value NODI									C - No Discharge							
74055	Coliform, fecal general	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB	
					Permit Req.											<=	400 DAILY MX				13 - #/100mL
					Value NODI										C - No Discharge						
82220	Flow, total	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	CN - CONTIN	
					Permit Req.										Req Mon MO TOTAL 03 - MGD						
					Value NODI										C - No Discharge						

Submission Note

If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.

Edit Check Errors

No errors.

Comments

Attachments

No attachments.

Report Last Saved By

KEWANEE, CITY OF

User:bockinc1992

Name:Stanley Bockewitz

E-Mail:stanb@bockinc.net

Date/Time:2019-07-16 14:51 (Time Zone: -05:00)

Report Last Signed By

User:bockinc1992
Name:Stanley Bockewitz
E-Mail:stanb@bockinc.net
Date/Time:2019-07-16 14:57 (Time Zone: -05:00)

DMR Copy of Record

Permit

Permit #:IL0029343

Major:Yes

Permittee:KEWANEE, CITY OF

Permittee Address:401 EAST THIRD STREET
KEWANEE, IL 61443

Facility:KEWANEE STP

Facility Location:194 FISHER AVENUE
KEWANEE, IL 61443

Permitted Feature:005
External Outfall

Discharge:005-0
EXCESS FLOW LAGOON OUTFALL-WEST LAGOON

Report Dates & Status

Monitoring Period:From 06/01/19 to 06/30/19

DMR Due Date:07/25/19

Status:NetDMR Validated

Considerations for Form Completion

NUMBER OF DAYS OF DISCHARGE:

Principal Executive Officer

First Name:Stanley

Last Name:Bockewitz

Title:Operator-in-Charge

Telephone:309-852-2789

No Data Indicator (NODI)

Form NODI:--

Parameter		Monitoring Location	Season #	Param. NODI		Quantity or Loading					Quality or Concentration							# of Ex.	Frequency of Analysis	Sample Type
Code	Name					Qualifier 1	Value 1	Qualifier 2	Value 2	Units	Qualifier 1	Value 1	Qualifier 2	Value 2	Qualifier 3	Value 3	Units			
00300	Oxygen, dissolved [DO]	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.									Req Mon MN WK AV		Req Mon DAILY MN	19 - mg/L			
					Value NODI									C - No Discharge		C - No Discharge				
00310	BOD, 5-day, 20 deg. C	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.								<=	30 MO AVG	<=	45 WKLY AVG	19 - mg/L			
					Value NODI									C - No Discharge		C - No Discharge				
00400	pH	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.					>=	6 MINIMUM				<=	9 MAXIMUM	12 - SU			
					Value NODI						C - No Discharge					C - No Discharge				
00530	Solids, total suspended	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.								<=	30 MO AVG	<=	45 WKLY AVG	19 - mg/L			
					Value NODI									C - No Discharge		C - No Discharge				
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.									Req Mon MO AVG		Req Mon WKLY AVG	19 - mg/L			
					Value NODI									C - No Discharge		C - No Discharge				
00665	Phosphorus, total [as P]	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.									Req Mon MO AVG		Req Mon WKLY AVG	19 - mg/L			
					Value NODI									C - No Discharge		C - No Discharge				
50060	Chlorine, total residual	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.								<=	.75 MO AVG			19 - mg/L			
					Value NODI									C - No Discharge						
74055	Coliform, fecal general	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.										<=	400 DAILY MX	13 - #/100mL			
					Value NODI											C - No Discharge				
82220	Flow, total	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	CN - CONTIN
					Permit Req.				Req Mon MO TOTAL 03 - MGD											
					Value NODI				C - No Discharge											

Submission Note

If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.

Edit Check Errors

No errors.

Comments

Attachments

No attachments.

Report Last Saved By

KEWANEE, CITY OF

User:bockinc1992

Name:Stanley Bockewitz

E-Mail:stanb@bockinc.net

Date/Time:2019-07-16 14:53 (Time Zone: -05:00)

Report Last Signed By

User:bockinc1992
Name:Stanley Bockewitz
E-Mail:stanb@bockinc.net
Date/Time:2019-07-16 14:58 (Time Zone: -05:00)

Community Development EOM Violation Listing

From Date: 06/01/2019

To Date: 06/30/2019

File#	Owner Name	Street#	Pre-Direction	Street Name	Street Type	Phone#	Open Date	Violation Short Description	Violation Comments	How Received
19-000425	SYDNEY, JOSHUA S & CHEROKEE L	205		ROOSEVELT	AVE		06/03/2019	Casting Refuse on Public Ways	Grass blown into roadway.	Phone
19-000426	DEREU, ROBERT MICHAEL	124	WEST	9TH	ST		06/03/2019	Casting Refuse on Public Ways	Tree down in front yard. Must be clean up.	Staff Initiated
19-000436	ANDERSON, JOHN R & CATHERINE M & DANNER, KAREN J	726	NORTH	WALNUT			06/03/2019	Storage and parking of vehicles and other personal property	2 boats must be remove by date on notice.	Phone
19-000436	ANDERSON, JOHN R & CATHERINE M & DANNER, KAREN J	726	NORTH	WALNUT			06/03/2019	Littering	Three junk piles must be remove by date on notice.	Phone
19-000437	BLAKEY, SHARON	112	WEST	COLLEGE			06/03/2019	Littering	Dog kennel within 20' of neighboring house.	In Person
19-000439	WORKHEISER, MICHELLE P	235		GOODRICH	ST		06/04/2019	Livestock and Domestic Fowl Prohibited	Pigs	In Person
19-000439	WORKHEISER, MICHELLE P	235		GOODRICH	ST		06/04/2019	Livestock and Domestic Fowl Prohibited	Pigs	In Person

19-000446	SCHWIGEN, JOSEPH E	1020		KNOX	ST		06/06/2019	Storage and parking of vehicles and other personal property	Storage of suspected unlicensed and/or inoperable vehicles/trucks/trailers.	In Person
19-000446	SCHWIGEN, JOSEPH E	1020		KNOX	ST		06/06/2019	Littering	Misc items stored openly, areas of tall weeds.	In Person
19-000447	KUSTER, APRIL R & GUTSCHLAG, CAROL L	611	EAST	6TH	ST		06/06/2019	Littering	Chair at street	Staff Initiated
19-000449	RUMBOLD, MYRON & LORI	300	SOUTH	WALNUT			06/06/2019	Littering	Trash and litter in yard	
19-000450	CARRERA, JAVIER & ANGULO, MARIA	1132		MADISON			06/07/2019	Littering	Trash and junk around home needs general yard clean up.	Phone
19-000454	HEB LLC,	115	EAST	CHURCH			06/07/2019	Littering	Junk around home.front and back. General lawn clean up. All must be cleaned up by date. On notice.	Staff Initiated
19-000459	NIERYNCK, MATTHEW	420	EAST	MILL			06/10/2019	Littering	All junk on east yard must be cleaned up by date on notice.	Staff Initiated
19-000465	ROUMBOS, SOPHIA G	718-720	EAST	4TH	ST		06/10/2019	Littering	Trash and junk at rear of building. Must be cleaned up by date on notice.	Staff Initiated
19-000469	GUERRERO, NOE CAVADA	632	EAST	9TH	ST		06/11/2019	Casting Refuse on Public Ways	Bushes over side walk must be cut back.	In Person
19-000471	JOHNSON, LYNN E	620	EAST	11TH	ST		06/11/2019	Exterior Structure Property Areas, Sanitation	Misc trash and debris all over.	
19-	JOHNSON, LYNN E	620	EAST	11TH	ST		06/11/2019	Littering	Misc trash and debris all over.	

000471										
19-000471	JOHNSON, LYNN E	620	EAST	11TH	ST		06/11/2019	Exterior Structure, Protective Treatment	Areas of missing or failing protective treatment.	
19-000471	JOHNSON, LYNN E	620	EAST	11TH	ST		06/11/2019	Exterior Structure, Roofs and drainage	Roof treatment is not to code.	
19-000471	JOHNSON, LYNN E	620	EAST	11TH	ST		06/11/2019	Interior Structure, General	No active water account. Section IPMC 505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to a public water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot water in accordance with the Illinois Plumbing Code.	
19-000472	VANSKIKE, JAMES L	717		ROSE	ST		06/11/2019	Exterior Structure Property Areas, Sidewalks and driveways	Complaint received of city sidewalk removed along with driveway. Please contact City Hall to discuss the work being done and if a permit is required.	In Person
19-000473	TRUSSEN, JERRY F & SUSAN	311	SOUTH	VINE			06/11/2019	Casting Refuse on Public Ways	Brush pile. Must be remove.	Staff Initiated
19-000475	MERCER, NICHOLAS I	118		ROOSEVELT			06/11/2019	Littering	Junk on trailer. Yard clean up around home needed. Must be cleaned up by date on notice.	Staff Initiated
19-000481	LONGEVILLE, BRETT A	812	NORTH	CHESTNUT			06/11/2019	Littering	trash and trash bags at front door needs general clean up	Phone
19-000482	GUSTAFSON, MICHAEL	1000	NORTH	GRACE	AVE		06/12/2019	Storage and parking of vehicles and other	CAMPER IN BACKYARD NOT LICENSED TO THE PROPERTY OWNER.	Phone

								personal property		
19-000482	GUSTAFSON, MICHAEL	1000	NORTH	GRACE	AVE		06/12/2019	R-1 ONE-FAMILY DWELLING DISTRICT	COMPLAINT OF SUBJECTS LIVING IN A CAMPER IN THE BACKYARD.	Phone
19-000483	CLAYES, FRANK J JR	127	EAST	DIVISION			06/12/2019	Exterior Structure, Protective Treatment	Missing and failing paint.	Staff Initiated
19-000483	CLAYES, FRANK J JR	127	EAST	DIVISION			06/12/2019	Exterior Structure Property Areas, Accessory structures	Garage roof in need of repair.	Staff Initiated
19-000484	ORR, KEITH D & LOUISE M	419	EAST	2ND	ST		06/12/2019	Exterior Structure, Protective Treatment	Missing paint and/or siding	Staff Initiated
19-000486	ESTERLY, RICHARD W	719	EAST	2ND	ST		06/12/2019	Exterior Structure, Protective Treatment	Missing / failing paint.	Staff Initiated
19-000488	PIANOWSKI, ALAN J & JUDITH A LTR	712	EAST	9TH	ST		06/12/2019	R-2 ONE-FAMILY DWELLING DISTRICT	See R1 permitted uses.	In Person
19-000488	PIANOWSKI, ALAN J & JUDITH A LTR	712	EAST	9TH	ST		06/12/2019	R-1 ONE-FAMILY DWELLING DISTRICT	Junking is not a permitted use in a residential R1 or R2 district.	In Person
19-000492	TURNER, JAMES P	209		EUSTIS			06/13/2019	Pest Elimination, Owner	Ground hogs in home.	Phone
19-000493	RIVERA, MARIA J	206	NORTH	BURR			06/13/2019	Exterior Structure,	Missing / failing paint.	Staff Initiated

								Protective Treatment		
19-000494	LEMANSKI, STEVEN J	415	SOUTH	GROVE			06/13/2019	Exterior Structure, Protective Treatment	Areas of missing or failing paint.	Staff Initiated
19-000496	VOGT, KRAIG L & SUSAN	304	SOUTH	COTTAGE	ST		06/13/2019	Exterior Structure, Protective Treatment	Missing and/or failing paint.	Staff Initiated
19-000497	BUCKLEY, JAN	1100		LAKE	ST		06/13/2019	Exterior Structure, Protective Treatment	Missing/failing paint.	Staff Initiated
19-000498	HOLLIS, MICHAEL & TERESA	1110		LAKE	ST		06/13/2019	Exterior Structure Property Areas, Accessory structures	Garages/accessory structure roofs failing. Action needs taken to repair or remove the structures.	Staff Initiated
19-000498	HOLLIS, MICHAEL & TERESA	1110		LAKE	ST		06/13/2019	Exterior Structure, Protective Treatment	Areas of missing or failing paint.	Staff Initiated
19-000499	BUMPHREY, GERALD & MINDY	812	EAST	3RD			06/13/2019	Exterior Structure, Protective Treatment	Areas of failing or missing paint and/or siding.	Staff Initiated
19-000499	BUMPHREY, GERALD & MINDY	812	EAST	3RD			06/13/2019	Exterior Structure, Stairways, decks, porches and balconies	Front porch in need of repair.	Staff Initiated
19-000500	STOLLENWERK, FRED & JOYCE	801		ELMWOOD	AVE		06/13/2019	Exterior Structure,	Missing siding.	Staff Initiated

								Protective Treatment		
19-000500	STOLLENWERK, FRED & JOYCE	801		ELMWOOD AVE			06/13/2019	Exterior Structure Property Areas, Accessory structures	Garage in need of repair. Actions must be taken to repair or remove the structure.	Staff Initiated
19-000504	SCHOONOVER, LINDA S	419	SOUTH	TREMONT ST			06/17/2019	Littering	Sofa at street and trash by back door.	
19-000505	KEWANEE MHP LLC,	801		COLE ST			06/17/2019	Littering	Yard needs a general clean up.	Staff Initiated
19-000512	ETC FBO FRANK PROCTOR IRA Z087971-W60274,	221		TENNEY ST			06/17/2019	Littering	Sofa outside on porch of indoor type. And other junk around. Yard.	In Person
19-000519	Charles Doty	137	WEST	DIVISION ST			06/18/2019	Swimming Pool - Permits Required; Compliance with Codes	Swimming pool installed with no fence. Permit must be acquired or pool removed.	Phone
19-000519	Charles Doty	137	WEST	DIVISION ST			06/18/2019	Violation Penalties	Deck in process of framing at front of house with no permit. Work must stop and permit applied for upon receipt of this notice.	Phone
19-000526	DAVIS, WILLIAM L & TAYLOR, MINNIE F	424	EAST	8TH ST			06/21/2019	Storage and parking of vehicles and other personal property	Unlicensed/inoperable vehicle(s) junk cars. Must be removed.	In Person
19-000527	PEED, JASON A & LISA R	524	NORTH	CHESTNUT			06/21/2019	Storage and parking of vehicles and other	Inoperable. Truck up on jack stands.	In Person

								personal property		
19-000529	PETTY, JOANNE K	401		HOLLIS	ST		06/21/2019	Storage and parking of vehicles and other personal property		Staff Initiated
19-000529	PETTY, JOANNE K	401		HOLLIS	ST		06/21/2019	Location of Parking Areas - For one and two family dwelling	Parking in front yard. And not in drive way.	Staff Initiated
19-000529	PETTY, JOANNE K	401		HOLLIS	ST		06/21/2019	Location of Parking Areas - For one and two family dwelling	Parking in front yard. And not in drive way.	Staff Initiated
19-000537	SHINKEVICH, RONALD	416	EAST	8TH	ST		06/24/2019	Storage and parking of vehicles and other personal property	Junk cars.	Phone
19-000537	SHINKEVICH, RONALD	416	EAST	8TH	ST		06/24/2019	Littering	Junk car parts.	Phone
19-000538	THURMAN, JAMES & WENDY D	610	EAST	3RD	ST		06/24/2019	Swimming Pool - Permits Required; Compliance with Codes	Pool needs a permit before install and a fence permit too.	Staff Initiated
19-000538	THURMAN, JAMES & WENDY D	610	EAST	3RD	ST		06/24/2019	Swimming Pool - Location		Staff Initiated


19-000538	THURMAN, JAMES & WENDY D	610	EAST	3RD	ST		06/24/2019	Swimming Pool - Barriers		Staff Initiated
19-000545	SCHOONOVER, LINDA S	419	SOUTH	TREMONT	ST		06/27/2019	Littering	Sofa by home.	Staff Initiated
19-000546	MANGUS, AMBER & PAINTER, VALERIE D	418	SOUTH	TREMONT			06/27/2019	Littering	Sofa at street	Staff Initiated
19-000547	BLAIR, SEAN K & ALANA C	714	EAST	5TH	ST		06/27/2019	Littering	Trash and litter in back yard and by fence.	In Person



Violation Listing - Weeds and Tall Grasses

From Date: 06/01/2019

To Date: 06/30/2019

File#	Owner Name	Street#	Pre-Direction	Street Name	Street Type	Phone#	Open Date	Violation Short Description	Violation Comments	How Received
19-000423	SNIDER, JAMES M	115		ROOSEVELT	AVE		06/03/2019	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
19-000424	SWARTZ, ELAINE	524	WEST	4TH	ST		06/03/2019	Weeds and Tall Grasses	Tall weeds and grass in yard.	Staff Initiated
19-000427	OLSON, MERRIL A	721	NORTH	CHESTNUT			06/03/2019	Weeds and Tall Grasses	Tall weeds and grass in yard.	Staff Initiated
19-000428	SUTTON AGENCY	921	NORTH	CHESTNUT			06/03/2019	Weeds and Tall Grasses	tall weeds around home and back yard.	Staff Initiated
19-000429	BENITEZ, EDUARDO	824		MADISON	AVE		06/03/2019	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
19-000430	NEIRIN ANGULO FLORES	1132		MADISON			06/03/2019	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
19-000431	GODFREY, CONNIE J	620		STOKES	ST		06/03/2019	Weeds and Tall Grasses	Tall weeds and grass in yard.	Staff Initiated
19-000432	MOJICA, JOSE A	430	NORTH	WEST			06/03/2019	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
19-000433	GRAF, CHARLES	1021		ROSE	ST		06/03/2019	Weeds and Tall Grasses	Tall weeds and grass in yard.	Staff Initiated
19-000434	GRAF, CHARLES R	1027		ROSE	ST		06/03/2019	Weeds and Tall Grasses	Tall weeds and grass in yard and. In fence.	Staff Initiated
19-000435	TURNER, JAMES P	209		EUSTIS			06/03/2019	Weeds and Tall Grasses	Tall weeds and grass in yard.	Phone
19-	STONE, DUSTIN K &	923		SIMPSON	AVE		06/04/2019	Weeds and	Tall weeds and grass in yard.	

000438	AMETHYST A							Tall Grasses		
19-000440	ELGIN, BRIAN E & LORIE H	610	WEST	5TH	ST		06/04/2019	Weeds and Tall Grasses	tall weeds around home and back yard.	Staff Initiated
19-000441	TUMBLESON, MICHAEL	621	EAST	5TH	ST		06/04/2019	Weeds and Tall Grasses	tall weeds around home and back yard.	Staff Initiated
19-000442	JOHN BEAMAN	121	SOUTH	GRACE			06/06/2019	Weeds and Tall Grasses	tall weeds around home and back yard.	Phone
19-000443	MORGAN, DANIEL J	920	NORTH	ELM			06/06/2019	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
19-000444	HENRY COUNTY AS TRUSTEE	606	EAST	11TH	ST		06/06/2019	Weeds and Tall Grasses	Tall grass in lot.	Online
19-000445	JOHNSON, LYNN E	620	EAST	11TH	ST		06/06/2019	Weeds and Tall Grasses	tall weeds around home and back yard.	Online
19-000448	PETTY, MARILYN J C/O EDWARD PETTY	121	SOUTH	JACKSON			06/06/2019	Weeds and Tall Grasses	Tall weeds and grass in yard.	
19-000449	RUMBOLD, MYRON & LORI	300	SOUTH	WALNUT			06/06/2019	Weeds and Tall Grasses	Tall weeds by front porch.	
19-000451							06/07/2019	Weeds and Tall Grasses		
19-000453	FAVELA, OMAR	816		PINE	ST		06/07/2019	Weeds and Tall Grasses	Tall weeds and grass in yard. Front and back.	Staff Initiated
19-000455	MITCHELL, JOYCE A	301		HOLLIS	ST		06/07/2019	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
19-000456	ENGELS, TERRY R & MICHELLE	224		PAYSON			06/07/2019	Weeds and Tall Grasses	Tall grass and weeds. In all of yard on hills in front too. All the way back of yard.	Staff Initiated
19-000457	RUIZ, ZACHARY STEPHEN	714	EAST	7TH	ST		06/10/2019	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
19-	HENRY CO AS TRUSTEE	522	EAST	7TH	ST		06/10/2019	Weeds and Tall Grasses	Tall weeds in lot	Staff Initiated

000458										
19-000461	BOKER, GLENNA L	1620		NEW	ST		06/10/2019	Weeds and Tall Grasses	tall weeds and grass around home and back yard. On hills around buildings.	Staff Initiated
19-000462	KIRKHOVE, JODIE A	905		ELMWOOD	AVE		06/10/2019	Weeds and Tall Grasses	Tall weeds and grass in yard.	Staff Initiated
19-000463	CRAWFORD, JUSTIN & YELM, SAMANTHA	200		MAPLE	AVE		06/10/2019	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
19-000464	LAMBERT, JAMIE R	302		GOODRICH	ST		06/10/2019	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
19-000466	JOHNSON, CLAYTON D	1400		LAKE	ST		06/10/2019	Weeds and Tall Grasses	tall weeds around home and back yard.	Staff Initiated
19-000467	WILLEY, JENNIFER S	415	EAST	PROSPECT	ST		06/10/2019	Weeds and Tall Grasses	Tall grass around home. And back yard.	
19-000474	STONE, DUSTIN K & AMETHYST A	125		LYLE			06/11/2019	Weeds and Tall Grasses	Tall weeds and grass in yard.	Staff Initiated
19-000476	JOSE RIOS	508	NORTH	GRACE	AVE		06/11/2019	Weeds and Tall Grasses	tall weeds around home and back yard.	Staff Initiated
19-000478	MARTINEZ, HERIBERTO BUCIO	513	NORTH	GRACE			06/11/2019	Weeds and Tall Grasses	tall weeds around home and back yard.	Staff Initiated
19-000479	HENRY CO AS TRUSTEE	310	EAST	7TH	ST		06/11/2019	Weeds and Tall Grasses	Tall weeds in lot.	Staff Initiated
19-000485	STOLLENWERK, FRED	218		TENNEY	ST		06/12/2019	Weeds and Tall Grasses	Tree branches hanging over. Street sign.	Staff Initiated
19-000487	SUNQUIST, DAVID & MARCIA	302	SOUTH	COTTAGE			06/12/2019	Weeds and Tall Grasses	Tall weeds and grass in yard.	In Person
19-000489	GASTFIELD, RONALD & JUOZUNAS, LAURA	706	NORTH	ELM			06/12/2019	Weeds and Tall Grasses	Tall weeds and grass in yard.	Staff Initiated
19-	GASTFIELD, RONALD	708	NORTH	ELM			06/12/2019	Weeds and Tall Grasses	Tall weeds and grass in yard.	Staff Initiated

000490										
19-000491	DURKIN, PATRICK D & TINA M	1020	NORTH	EAST	ST		06/12/2019	Weeds and Tall Grasses	Tall grass and weeds	
19-000495	AFFORDABLE HOUSING AND MAINTENANCE	419	SOUTH	GROVE			06/13/2019	Weeds and Tall Grasses	Tall weeds and grass in yard.	Staff Initiated
19-000501	BONILLA, CARLOS	714	EAST	3RD	ST		06/13/2019	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
19-000502	PROPP, MILDRED R	916	NORTH	VINE	ST		06/14/2019	Weeds and Tall Grasses	Tall weeds and grass in yard.	Staff Initiated
19-000503	CLEVERETLE AN JAMIE CONLEY	1033		TERRY	AVE		06/14/2019	Weeds and Tall Grasses	tall weeds around home and back yard.	Staff Initiated
19-000507	SCOTT, WYATT J	829		WILSON			06/17/2019	Weeds and Tall Grasses	Tall grass in lot.	Staff Initiated
19-000510	BUILDFORTUNE, LLC,	108	WEST	CHURCH			06/17/2019	Weeds and Tall Grasses	Tall weeds and grass in yard.	
19-000513	BEGYN, DARLENE L	207	NORTH	ELM	ST		06/17/2019	Weeds and Tall Grasses	Tall weeds in lot.	Staff Initiated
19-000514	STONE, DUSTIN K & AMETHYST A	319		RIDYARD			06/17/2019	Weeds and Tall Grasses	Tall weeds and grass in yard.	Staff Initiated
19-000516	ANGELCYK, DAISY F & FRANK E	300	EAST	CENTRAL	BLVD		06/18/2019	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
19-000517	MURPHY, CARMEN M	722		MONROE	ST		06/18/2019	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
19-000518	LAMBERT, RANDY L	1318	EAST	7TH	ST		06/18/2019	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
19-000520	FIDOE, JOHN D JR	315		ELLIOTT	ST		06/19/2019	Weeds and Tall Grasses	tall weeds around home and back yard.	Phone
19-000521	CURRENT OWNER	827		WILSON	ST		06/20/2019	Weeds and Tall Grasses	Tall grass in lot.	Staff Initiated

19-000522	CONNER, GREGORY A	321	NORTH	BOSS	ST		06/20/2019	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
19-000523	SHAMBAUGH, ASHLEA L	522		ELLIOTT	ST		06/20/2019	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
19-000524	LOPEZ, ARMANDO PEREZ	231	SOUTH	BURR	BLVD		06/20/2019	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
19-000525	DELGADO, MARTIN & MARIA GUADALUPE	805	EAST	2ND	ST		06/20/2019	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
19-000528	PIP WEST- LLC	410	EAST	8TH	ST		06/21/2019	Weeds and Tall Grasses	Tall weeds and grass in yard.	Staff Initiated
19-000530	JS & KG INC,	1319	WEST	PROSPECT	ST		06/21/2019	Weeds and Tall Grasses	Tall weeds back yard fence.	Phone
19-000532	PENA, JOSE M II & MARQUEZ, ROSELINE	630	NORTH	UNION	ST		06/21/2019	Weeds and Tall Grasses	Tall grass around home and in the lot to the north.	Staff Initiated
19-000533	GUSTAVO GUTIERREZ	601	EAST	5TH	ST		06/24/2019	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
19-000534	FRANCISCOVICH, MARK & TERESA	1001		CAMBRIDGE	RD		06/24/2019	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
19-000535	BRANNOCK, JAMES L SR	104	NORTH	BOSS	ST		06/24/2019	Weeds and Tall Grasses	tall weeds around home and back yard.	Staff Initiated
19-000536	BRANNOCK, JAMES	106	NORTH	BOSS	ST		06/24/2019	Weeds and Tall Grasses	tall weeds around home and back yard.	Staff Initiated
19-000539	CAMEY, RICHARD E & MARGARET	807	WEST	4TH			06/24/2019	Weeds and Tall Grasses	Tall weeds in lot.	Phone
19-000540	BROCK, TRAVIS	1517		BUNN	AVE		06/25/2019	Weeds and Tall Grasses	tall weeds around home and back yard.	Staff Initiated
19-000541	JASON STURTENANT	427	WEST	2ND	ST		06/25/2019	Weeds and Tall Grasses	Tall grass on corner.	Staff Initiated
19-	MAXWELL PROPERTIES	112	WEST	GARFIELD			06/25/2019	Weeds and	Tall grass around home.	Staff

000542								Tall Grasses		Initiated
19- 000544	SMITH, THOMAS A	318	EAST	PROSPECT			06/27/2019	Weeds and Tall Grasses	tall weeds around home and back yard.	Staff Initiated
19- 000548	CHURCH FIRST CHRISTIAN,	307	EAST	DIVISION	ST		06/28/2019	Weeds and Tall Grasses	Tall weeds by garage.	Phone
19- 000549	ROSS, KEITH	314	WEST	PROSPECT			06/28/2019	Weeds and Tall Grasses	Tall weeds by back wall.	Phone



Mowing Program Cost Tracking

From: 04/01/2019

To: 06/30/2019

File#	Date Turned In For Mowing	Date Verified Mowed	Address	Admin Fee	Mowing Charges	Total Fee	Payments
			Totals:	1680.00	3741.21	5421.21	212.42
19-000262	05/07/2019	05/14/2019	709 Florence	40.00	74.68	114.68	0.00
19-000271	05/07/2019	05/14/2019	435 CARLTON DR	40.00	60.00	100.00	0.00
19-000293	05/14/2019	05/21/2019	905 W Church	40.00	208.38	248.38	0.00
19-000314	05/17/2019	05/28/2019	215 WEST 8TH	40.00	40.00	80.00	80.00
19-000316	05/17/2019	05/28/2019	212 NORTH GROVE	40.00	94.84	134.84	0.00
19-000318	05/20/2019	06/19/2019	221 TENNEY ST	80.00	95.00	175.00	0.00
19-000325	05/20/2019	05/28/2019	439 WEST DIVISION	40.00	81.03	121.03	0.00
19-000337	05/24/2019	06/05/2019	827 WEST 4TH	40.00	94.30	134.30	0.00
19-000344	05/24/2019	06/05/2019	415 SOUTH CHESTNUT	40.00	118.45	158.45	0.00
19-000315	05/28/2019		607 NORTH TREMONT	0.00	0.00	0.00	0.00
19-000273	05/28/2019	06/05/2019	624 WILLARD	40.00	70.00	110.00	0.00
19-000281	05/28/2019	06/05/2019	600 NORTH Lexington	40.00	540.90	580.90	0.00
19-000356	05/28/2019		842 BIRCH PL	40.00	116.31	156.31	0.00
19-000359	05/28/2019		414 EAST OAK	0.00	0.00	0.00	0.00
19-000360	05/28/2019	06/05/2019	519 PINE	40.00	50.00	90.00	0.00
19-000364	05/28/2019	06/05/2019	214 EAST 6TH ST	40.00	50.00	90.00	0.00
19-000365	05/28/2019	06/05/2019	611 NORTH ELM	40.00	50.00	90.00	0.00
19-000346	05/29/2019	06/12/2019	305 NORTH GROVE	40.00	77.80	117.80	0.00
19-000349	05/30/2019	06/07/2019	701 SOUTH CHESTNUT	40.00	130.00	170.00	0.00
19-000369	05/30/2019	06/12/2019	614 WILLOW ST	40.00	81.06	121.06	0.00
19-000375	05/31/2019	06/27/2019	100 GOODRICH ST	0.00	0.00	0.00	0.00
19-000366	05/31/2019	06/12/2019	621 NORTH WALNUT	40.00	116.70	156.70	0.00

19-000367	05/31/2019		633 NORTH WALNUT	0.00	0.00	0.00	0.00
19-000383	05/31/2019		416 PROSPECT PL	0.00	0.00	0.00	0.00
19-000385	05/31/2019	06/12/2019	624 NORTH ELM	40.00	112.03	152.03	0.00
19-000387	05/31/2019	06/27/2019	1022 NORTH EAST ST	0.00	0.00	0.00	0.00
19-000381	06/01/2019		205 ROOSEVELT AVE	0.00	0.00	0.00	0.00
19-000404	06/07/2019	06/28/2019	721 NORTH VINE	0.00	0.00	0.00	0.00
19-000405	06/07/2019	06/19/2019	1205 ROSEVIEW AVE	40.00	50.00	90.00	0.00
19-000407	06/07/2019	06/19/2019	317 NORTH PARK	40.00	50.00	90.00	0.00
19-000409	06/10/2019	06/19/2019	506 O DEA ST	40.00	40.00	80.00	0.00
19-000410	06/10/2019	06/19/2019	411 WEST 4TH ST	40.00	74.69	114.69	0.00
19-000423	06/11/2019		115 ROOSEVELT AVE	0.00	0.00	0.00	0.00
19-000424	06/11/2019	06/19/2019	524 WEST 4TH ST	40.00	60.00	100.00	0.00
19-000263	06/11/2019	06/28/2019	805 N Vine	40.00	50.00	90.00	0.00
19-000429	06/11/2019	06/19/2019	824 MADISON AVE	40.00	92.42	132.42	132.42
19-000430	06/11/2019		1132 MADISON	0.00	0.00	0.00	0.00
19-000433	06/11/2019		1021 ROSE ST	0.00	0.00	0.00	0.00
19-000434	06/11/2019		1027 ROSE ST	0.00	0.00	0.00	0.00
19-000435	06/13/2019	06/25/2019	209 EUSTIS	40.00	50.00	90.00	0.00
19-000438	06/13/2019	06/26/2019	923 SIMPSON AVE	40.00	82.65	122.65	0.00
19-000265	06/13/2019		111 Tenney	0.00	0.00	0.00	0.00
19-000395	06/14/2019		325 WEST 4TH ST	0.00	0.00	0.00	0.00
19-000444	06/14/2019	06/25/2019	606 EAST 11TH ST	40.00	119.03	159.03	0.00
19-000445	06/14/2019		620 EAST 11TH ST	0.00	0.00	0.00	0.00
19-000458	06/18/2019		522 EAST 7TH ST	40.00	78.05	118.05	0.00
19-000461	06/18/2019		1620 NEW ST	0.00	0.00	0.00	0.00
19-000462	06/18/2019	06/25/2019	905 ELMWOOD AVE	40.00	100.83	140.83	0.00
19-000474	06/18/2019	06/25/2019	125 LYLE	40.00	50.00	90.00	0.00

19-000335	06/18/2019	06/25/2019	328 RICE	40.00	50.00	90.00	0.00
19-000495	06/21/2019	06/21/2019	419 SOUTH GROVE	40.00	60.00	100.00	0.00
19-000502	06/24/2019	07/02/2019	916 NORTH VINE ST	40.00	70.00	110.00	0.00
19-000403	06/24/2019		106 HOULE AVE	0.00	0.00	0.00	0.00
19-000307	06/25/2019	07/02/2019	402 NORTH EAST ST	80.00	100.00	180.00	0.00
19-000510	06/25/2019	07/02/2019	108 WEST CHURCH	40.00	50.00	90.00	0.00
19-000489	06/25/2019		706 NORTH ELM	0.00	0.00	0.00	0.00
19-000513	06/27/2019	07/15/2019	207 NORTH ELM ST	0.00	0.00	0.00	0.00
19-000521	06/27/2019	07/15/2019	827 WILSON ST	0.00	0.00	0.00	0.00
19-000313	06/27/2019	07/02/2019	1106 MADISON	80.00	252.06	332.06	0.00
19-000427	06/27/2019	07/15/2019	721 NORTH CHESTNUT	0.00	0.00	0.00	0.00
19-000528	06/28/2019		410 EAST 8TH ST	0.00	0.00	0.00	0.00
19-000520	06/28/2019		315 ELLIOTT ST	0.00	0.00	0.00	0.00

Mowing Program Budget/Cost Projection

#	File Number	Work Order Date	Date Returned	Address				Lot Width	Lot Depth	Lot Area	+/- 12"	Projected Costs To Contractor (Does not include Admin Fee)	City Mowed
1	19-000262	5/7/2019	5/14/2019	709		Florence	St	64	150	9600	+	\$74.68	\$0.00
2	19-000263	5/7/2019	5/14/2019	805	N	Vine	St	60	100	6000	+	\$50.00	\$0.00
3	19-000268	5/7/2019	5/14/2019	144		Tenney	St	145	110	15950	+	\$124.09	\$0.00
4	19-000271	5/7/2019	5/14/2019	435		Carlton	Dr	60	120	7200	+	\$60.00	\$0.00
5	19-000293	5/14/2019	5/21/2019	905	W	Church	St	186	144	26784	+	\$208.38	\$0.00
6	19-000307	5/16/2019	5/28/2019	402	N	East	St	60	100	6000	+	\$50.00	\$0.00
7	19-000309	5/20/2019	5/28/2019	834		Franklin	St	60	150	9000	+	\$50.00	\$0.00
8	19-000313	5/17/2019	5/28/2019	1106		Madison	Ave	120	135	16200	+	\$126.03	\$0.00
9	19-000314	5/17/2019	5/28/2019	215	W	Eighth	St	60	50	3000	+	\$40.00	\$0.00
10	19-000316	5/17/2019	5/28/2019	212	N	Grove	St			12197	+	\$94.84	\$0.00
11	19-000318	5/20/2019	5/28/2019	221		Tenney	St	60	100	6000	+	\$50.00	\$0.00
12	19-000325	5/20/2019	5/28/2019	439	W	Division	St	62	168	10416	+	\$81.03	\$0.00
13	19-000273	5/28/2019	6/4/2019	624		Willard	St	67	125	8375	+	\$70.00	\$0.00
14	19-000281	5/28/2019	6/5/2019	600	N	Lexington	Ave			69525	+	\$540.90	\$0.00
15	19-000337	5/24/2019	6/3/2019	827	W	Fourth	St	86	140.75	12104.5	+	\$94.30	\$0.00
16	19-000340	5/24/2019	6/2/2019	1005	N	Wilbur	St	55	150	8250	+	\$70.00	\$0.00
17	19-000344	5/24/2019	6/2/2019	415	S	Chestnut	St	75	203	15225	+	\$118.45	\$0.00
18	19-000346	5/29/2019	6/11/2019	305	N	Grove	St	50	200	10000	+	\$77.80	\$0.00
19	19-000349	5/30/2019	6/4/2019	701	S	Chestnut **	St	131.5	232.5	30573.75	+ **	\$0.00	\$130.00
20	19-000356	5/28/2019	6/3/2019	842		Birch	Pl	115	130	14950	+	\$116.31	\$0.00
21	19-000360	5/28/2019	6/3/2019	519		Pine	St	52	112.5	5850	+	\$50.00	\$0.00
22	19-000364	5/28/2019	6/2/2019	214	E	6th	St	55	100	5500	+	\$50.00	\$0.00
23	19-000365	5/28/2019	6/2/2019	611	N	Elm	St	76	120	9120	+	\$50.00	\$0.00
24	19-000366	5/31/2019	6/11/2019	621	N	Walnut	St			15000	+	\$116.70	\$0.00
25	19-000369	5/30/2019	6/11/2019	614		Willow	St			24393	+	\$81.06	\$0.00
26	19-000385	5/31/2019	6/11/2019	624	N	Elm	St	120	120	14400	+	\$112.03	\$0.00
27	19-000268	6/3/2019	6/11/2019	144		Tenney	St	145	110	15950	+	\$124.09	\$0.00
28	19-000375	5/31/2019	6/28/2019	100		Goodrich **	St	60	120	7200	+ **	\$0.00	\$65.00
29	19-000387	5/31/2019	6/28/2019	1022	N	East **	St	62	351	21762	+ **	\$0.00	\$65.00
30	19-000318	6/7/2019	6/18/2019	221		Tenney	St	60	100	6000	+	\$45.00	\$0.00
31	19-000404	6/7/2019	6/28/2019	721	N	Vine **	St	112	57	6384	+ **	\$0.00	\$130.00
32	19-000405	6/7/2019	6/18/2019	1205		Roseview	Ave	42	85	3570	+	\$50.00	\$0.00
33	19-000407	6/7/2019	6/18/2019	317	N	Park	St	40	131	5240	+	\$50.00	\$0.00
34	19-000409	6/10/2019	6/18/2019	506		O'dea	St	42	85	3570	+	\$40.00	\$0.00
35	19-000410	6/10/2019	6/18/2019	411	W	4th	St	64	150	9600	+	\$74.69	\$0.00
36	19-000263	6/11/2019	6/28/2019	805	N	Vine **	St	60	100	6000	+ **	\$0.00	\$130.00
37	19-000424	6/11/2019	6/18/2019	524	W	4th	St	50	150	7500	+	\$60.00	\$0.00
38	19-000429	6/11/2019	6/18/2019	824		Madison	Ave	88	135	11880	+	\$92.42	\$0.00
39	19-000433	6/11/2019		1021		Rose **	St			9000	+ **	\$0.00	\$65.00
40	19-000434	6/11/2019		1027		Rose **	St			3000	+ **	\$0.00	\$65.00
41	19-000435	6/13/2019	6/25/2019	209		Eustis	St	50	75	3750	+	\$50.00	\$0.00

42	19-	000438	6/13/2019	6/25/2019	923		Simpson	Ave	64	166	10624	+	\$82.65	\$0.00
43	19-	000395	6/14/2019		325	W	4th	St			16034	+	\$124.46	\$0.00
44	19-	000444	6/14/2019	6/25/2019	606	E	11th	St	102	150	15300	+	\$119.03	\$0.00
45	19-	000445	6/14/2019		620	E	11th	St	84	150	12600	+	\$98.01	\$0.00
46	19-	000448	6/17/2019	6/25/2019	121	S	Jackson	St	48	165	7920	+	\$70.00	\$0.00
47	19-	000335	6/18/2019	6/25/2019	328		Rice	St	56	75	4200	+	\$50.00	\$0.00
48	19-	000458	6/18/2019	6/25/2019	522	E	Seventh	St	57	176	10032	+	\$78.05	\$0.00
49	19-	000462	6/18/2019	6/25/2019	905		Elmwood	Ave			12960	+	\$100.83	\$0.00
50	19-	000474	6/18/2019	6/25/2019	125		Lyle	St	33	148	4884	+	\$50.00	\$0.00
51	19-	000495	6/21/2019	7/2/2019	419	S	Grove	St	60	120	7200	+	\$60.00	\$0.00
52	19-	000502	6/24/2019	7/2/2019	916	N	Vine	St	60	150	9000	+	\$70.00	\$0.00
53	19-	000307	6/25/2019	7/2/2019	402	N	East	St	60	100	6000	+	\$50.00	\$0.00
54	19-	000392	6/25/2019	7/2/2019	808	E	4th	St	60	100	6000	+	\$50.00	\$0.00
55	19-	000406	6/25/2019	7/2/2019	800		Prairie	Ave	60	120	7200	+	\$60.00	\$0.00
56	19-	000510	6/25/2019	7/2/2019	108	W	Church	St	60	100	6000	+	\$50.00	\$0.00
57	19-	000313	6/27/2019	7/2/2019	1106		Madison	Ave	120	135	16200	+	\$126.03	\$0.00
58	19-	000513	6/27/2019	7/7/2019	207	N	Elm	St	60	100	6000	+	\$50.00	\$0.00
59	19-	000521	6/27/2019	7/7/2019	827		Wilson	St	60	100	6000	+	\$50.00	\$0.00
60	19-	000427	6/27/2019	7/7/2019	721	N	Chestnut	St	60	100	6000	+	\$50.00	\$0.00
61	19-	000536	7/11/2019	7/7/2019	106	N	Boss	St	60	150	9000	+	\$70.00	\$0.00
62	19-	000535	7/9/2019	7/7/2019	104	N	Boss	St			13503	+	\$93.86	\$0.00
63	19-	000479	6/20/2019		310	E	Seventh	St	75	60	4500	+	\$50.00	\$0.00
64	19-	000289	7/5/2019		226	E	College	St			7840	+	\$70.00	\$0.00
65	19-	000458	7/9/2019		522	E	Seventh	St	57	176	10032	+	\$78.05	\$0.00
66	19-	000550	7/11/2019		302		Rice	St	56	150	8400	+	\$60.00	\$0.00
67	19-	000555	7/11/2019		829		Florence	St	160	128	20480	+	\$159.31	\$0.00
68	19-	000559	7/11/2019		830		Rollins	St	68	201	13668	+	\$106.33	\$0.00
69	19-	000563	7/12/2019		126	S	Grace	Ave	60	130	7800	+	\$70.00	\$0.00
70	19-	000564	7/12/2019		117	S	Grace	Ave	60	130	7800	+	\$70.00	\$0.00
71	19-	000340	7/15/2019		1005	N	Wilbur	St	55	150	8250	+	\$60.00	\$0.00
72	19-	000356	7/12/2019		842		Birch	Pl	115	130	14950	+	\$116.31	\$0.00
73	19-	000344	7/16/2019		415	S	Chestnut	St	75	203	15225	+	\$118.47	\$0.00

Total to date: \$5,654.19 \$650.00

Remaining Budget: \$6,345.81

Approved Budget for 2019 mowing season: \$12000

**** Mowed by City Staff**

Kewanee - Azavar Government Solutions Quarterly Client Update

July 2019

Client Name	Note Type	Details
Kewanee	A. Gas Revenue (Taxes and Fees) Audit	Azavar has corrected 2 addresses , that will return an estimated \$61.80 per annum to the City. Azavar is working towards a settlement with the Provider or back taxes owed.
Kewanee	B. Electric Revenue (Taxes and Fees) Audit	Azavar has corrected 2 addresses , that will return an estimated \$61.80 per annum to the City. Azavar is working towards a settlement with the Provider or back taxes owed.
Kewanee	C. Cable Revenue (Taxes and Fees) Audit	Azavar has conducted an onsite visit to the Provider and has 18 address errors . Azavar is awaiting franchise fee data from the Provider for correction date and amount of revenue to be returned.
Kewanee	D. Telecommunications Revenue (Taxes and Fees) Audit	<p>Due to recent changes in the state statute, telecom audits now require address lists be sent to them rather than them sending their lists to Azavar. Because of this, Azavar must insure that the addresses that get submitted match the data in the Provider's database <u>perfectly</u> so as to prevent accidental removal of addresses that should be coded to the municipality.</p> <p>Azavar is working on a solution so as to insure that there is no accidental loss of revenues in the audit process.</p>
Kewanee	E. Hotel/Motel Revenue (Taxes and Fees) Audit	Azavar is in the process of reviewing the client data.
Kewanee	F. Sales Tax Revenue (Taxes and Fees) Audit	Review complete--no findings.
Kewanee	G. Food and Beverage Revenue (Taxes and Fees) Audit	Not applicable.
Kewanee	H. Gas Payable Audit	Audit complete--no findings.
Kewanee	I. Electric Payable Audit	Azavar is working to gather current information to perform this audit.
Kewanee	J. Telecommunications Payable Audit	Audit complete--no findings.

From: [Beth Kelley](#)
To: [Debbie Johnson](#); [Gary Bradley](#); [Rod Johnson](#)
Subject: RE: Murphy's account balances
Date: Friday, July 05, 2019 1:48:03 PM
Attachments: [image001.png](#)

Murphy's has also been keeping up with their regular payments on their old Transfer Station account. They paid \$1800.00 on that one on 7/1/19 as well. The current balance on that account is \$15804.67

From: Beth Kelley
Sent: Friday, July 05, 2019 8:39 AM
To: Debbie Johnson; Gary Bradley; Rod Johnson
Subject: Murphy's account balances

Hello,

Here are the recent charges and payments for Murphy's Transfer Station account as of 7/5/19:

Balance as of 7/1/19: \$43626.86
Payment received in drop box 7/1/19: \$20809.11
June bill processed 7/1/19: \$16636.77
May penalty bill processed 7/5/19: \$503.38

Current account balance is: \$40324.82

If you have any questions or need any other information, let me know. Thanks!

Beth Kelley
City of Kewanee Public Works Department
Phone: 309.852.2611 Ext 222
Email: bmillman@cityofkewanee.net
Fax: 309.856.6001



Everything You Need!

Phone 309-852-2611
Fax 309-856-6001

July 18, 2019

Honorable Mayor and City Council
Kewanee City Hall
401 E. Third Street
Kewanee, Illinois 61443-2365

RE: Report from Zoning Board of Appeals for July 17, 2019 Meeting.

The Zoning Board of Appeals convened at 7:00 p.m. on July 17, 2019 Kewanee City Hall, Council Chambers. ZBA member Peart was absent. For business, there was one variance petition applications upon which to conduct a public hearing.

Case 1:

1002 Western Ave, request to allow a 6-foot fence (chain link) to be installed at the property line in the required street yards on a corner lot.

Kim Cernovich, owner of 1002 Western Ave., inquired about installing a 6-foot chain link fence at the front property line, adjacent to Western Ave., and along the side (East) property line, adjacent to Franklin St. Cernovich was advised that a fence greater than four feet in height in a front yard or required street yard is not allowed by ordinance. I explained that he could apply for a variance to the Zoning Board of Appeals and how the process works. Cernovich agreed to follow the process and submitted for a variance petition.

The proposed fence would run along the front property line (East West) on Western Ave and along the side property line (North South) along Franklin St. The proposed fence material is chain link and would enclose the entire yard space, which is adjacent to 1006 Western Ave, which Cernovich owns. Cernovich wishes to fence in the yard space for play space for his grandchildren. The 6 foot height is requested because Cernovich wishes to allow his dogs to use the space as well and has concerns about his dogs being able to jump a 4-foot fence.

The Subject Property:

Address: 1002 Western Ave.

Legal Description: LOT 16 BLK 3 ROSEVIEW ADD CITY OF KEWANEE.

Location: Northwest corner of Western Ave. and Franklin St.

Zoning: R2 Single-Family Dwelling District.

Dimensions: 145 feet North to South by 56 feet East to West, 8120 Sq. Ft area.

Existing Buildings or Uses: One family dwelling with detached garage. (On the adjacent lot)

Existing Land Use Map: Low Density Residential.

Proposed Land Use Map: Low Density Residential.

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Fax 309-856-6001

The Surrounding Area:

Zoning District(s): Surrounding land is zoned R2 Single-Family Dwelling District.

Uses of Land:

The surrounding land contains single-family dwellings.

Variance Requested:

A variance of 2 feet to the maximum allowable fence height in a front yard and required street yard to allow installation of a 6-foot chain link fence along the South and East property lines.

Background Information:

With consideration to the surrounding neighborhood characteristics and after speaking with the City Manager about this petition: The City has no recommendation and encourages all Zoning Board members to perform their own on-site inspection prior to the meeting. However, The City would like bring to your attention that the proposed fence material will have greater than the required 70% visibility as required by ordinance. Please see the fence ordinance section that applies to this case at the end of this memo.

The Public Hearing:

At 7:00 p.m. on July 17, 2019, the hearing on the variance requests at 1002 Western Ave. was held. **Rhonda LaFollette** of 1014 Western Ave., Kewanee, Illinois, was present to represent the petition for the variance request.

- Lafollette stated that she and her fiancé Kim Cernovich purchased the corner property at 1002 Western Ave. and demolished the house in order to make a fenced in playground area for their grandchildren. The property is adjacent to Kim's father's house and the two parcels will be combined. They are requesting the variance to make the fenced in area as large as possible to have room for the playground equipment and to have ample room for their two German shepherds to run. The reason they need the fence to be six feet in height is to keep neighborhood pit-bulls out of the yard. Lafollette stated that she and Kim live at 1014 Western Ave and that they have a four foot fence in their front yard and have had issues with pit-bulls that run loose in the area jumping the four-foot fence. The six-foot fence will help keep their grandchildren and dogs safe and the variance requested to place the fence at the property lines on the Western Ave side and the Franklin St. side will give their nine grandchildren considerably more room to play.
- Polly Moore of 1028 Western Ave came forward and stated she has no problem with the variance requested.
- ZBA member Clark asked LaFollette who told her a six-foot fence would be enough to keep a pit-bull out. LaFollette stated that they inquired with Interstate Fence out of Geneseo.

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Fax 309-856-6001

- ZBA member Thompson stated that he has a problem with six-foot fence being placed in the front yard area and has concerns of six-foot fences being placed in front yards all over town if this is allowed.
- There was discussion about the 70% visibility requirement, which the chain link fence material would meet.
- ZBA member McIntyre stated his only concern would be to add a stipulation to prevent them from installing the vinyl slats into the chain link that would reduce visibility. Edwards stated that could be added to the variance if it is passed.
- ZBA member McIntyre made the motion to approve the variance.
- ZBA member Dolieslager second the motion.
- ZBA member Thompson state in further discussion that he doesn't think the ZBA should set the precedence by letting them have a six foot fence in the front yard. Thompson has concerns that once this is done there will be six-foot fences in front yards all over town. Thompson stated once we do this, we can't stop anyone else. Thompson stated that everybody and anybody could put a six-foot fence in their front yard.
- ZBA Chairman Medley reminded Thompson that anyone wishing to install a six-foot fence in their front yard would have to come to the ZBA individually and follow the same process.
- Edwards stated that each case would have to come in front of the ZBA and be considered.
- ZBA member Thompson stated he believes they have plenty of room in the yard to set the fence back.
- The vote was a tie vote and Edwards left the room briefly to check the ruling on a tie vote. While Edwards was out of the room, ZBA member Thompson and Clark discussed the tie vote situation and Thompson remarked, "Let the City Council decide, they have the right to overturn the ZBA recommendation".
- LaFollette stated that she understood ZBA member Thompson's concerns but also understands that the ZBA should consider each case individually.
- Edwards returned to the meeting and stated that he and Debbie Johnson (who was in the office) researched Zone Board cases online and found that a tie vote constitutes a denial of the variance.
- Edwards advised LaFollette that she and/or Kim should be at the City Council meeting on the following Monday at 7pm to answer any questions that the Council or Mayor may have.

No others were present to speak in support of the variance petition.

No others were present to speak in opposition to the variance petition.

*Everything You Need!*Phone 309-852-2611
Fax 309-856-6001**Recommendation:**

After discussing the facts and testimony presented, the Zoning Board of Appeals recommends, based on the authority of §33.062 of the City Code, by a vote of three in favor of the application, three opposed to the application, that the City Council does not grant the variance petition as filed.

Specifically, the Zoning Board of Appeals recommends the City Council does not grant the following variance to Kim Cernovich for his property at 1002 Western Ave., as to the height limitation for a street yard fence:

Variance Requested:

A variance of 2 feet to the maximum allowable fence height in a front yard and required street yard to allow installation of a 6-foot chain link fence along the South and East property lines.

There being no further business, the meeting adjourned at 7:18 p.m.

Respectfully yours,



Martin Medley, Chairman

§ 158.07 CONSTRUCTION, APPEARANCE AND MAINTENANCE.**(A) Appearance.**

(1) Orientation. For all fences and screens constructed or installed after the passing of this chapter, the finished side of all fences shall face outward from the subject property. Visible supports and other structural components shall be placed and face inward toward the subject property, with exception to fences that are designed and constructed such that the fence panel components are attached to the side of a post perpendicular to the panel.

(2) Opacity. Any fence within a street yard, including along property lines that intersect a right-of-way shall have 70% visibility; however, fences abutting a railroad right-of-way may be solid.

(B) Materials.

(1) Residential districts. Acceptable materials for constructing fencing, walls and decorative posts include wood (that is designed, milled and treated as such to be used for fencing purposes), stone, brick, wrought iron, vinyl and chain link. ***Any fence within a street yard, including along property lines that intersect a right-of-way, shall have 70% visibility.*** All fences must be kept in good repair and appearance maintained.

(2) Nonresidential districts. Acceptable materials for constructing fencing and decorative posts include wood (that is designed, milled and treated as such to be used for fencing purposes), stone, brick, wrought iron, vinyl, chain link and corrugated steel panels providing that the

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corrugated steel panels are treated with a rust preventative treatment that is weather resistant, is compliant with § 158.05(B) herein and is approved by the Building Official. Barbed wire fencing is permitted only in manufacturing districts and at heights greater than eight feet. The height of the barbed wire is not to exceed two feet above the top of the fence to which it is attached. All barbs and prongs shall be faced toward the ground. The installation of barbed wire fencing is prohibited along any property line abutting a residentially zoned property unless set back from the property line adjacent to the residential property by no less than 15 feet. Any fence within a street yard, including along property lines that intersect a right-of-way, shall have 70% visibility.

(3) Nonresidential abutting residential. Privacy screening with uniform eight-foot height must be provided where business or manufacturing abuts a residential district.

- (a) No sharp pointed pickets.
- (b) No barbed wire fence except as permitted in division (B)(2) herein.
- (c) No chain link topped by barbed wire except as permitted in division (B)(2) herein.
- (d) All fences must be kept in good repair and appearance maintained.
- (e) The portion of screening abutting a residential district and paralleling a means of egress to a public way on either side of the screening, as measured from the public right-of-way toward the interior of the abutting properties, for a distance of not less than 20 feet and not greater than 30 feet, shall comply with all regulations for that of the adjacent residential district.

(4) Temporary fencing following purposes may be allowed:

- (a) Use of rolled wood or plastic snow fencing for the purposes of limiting snow drifting between November 1 and April 1.
- (b) For the protection of excavation and construction sites and the protection of plants during grading construction. Fencing for excavation sites shall be a minimum of 48 inches in height.
- (c) For security fencing of permitted temporary use or temporary outdoor entertainment areas.
- (d) For the purpose of keeping wildlife out of personal gardens on residential property provided that said fencing surrounds live vegetation intended for consumption and said fencing is not a substitute for permanent fencing. Once the garden has died off and/or the garden is not being maintained, the fencing shall be removed.

(5) Dangerous or hazardous fences. Fences constructed of any material deemed to be dangerous or hazardous to the public's welfare and safety by the Building Official, such as and including electrified, barbed wire and spike-topped fences shall be prohibited except as permitted in division (B)(2).

(C) Visibility. Any fence located within a front or street yard, including along property lines that intersect a right-of-way, shall have 70% visibility.

(D) Height.

(1) Maximum. The maximum height of any fence or decorative post shall be the following:

- (a) Four feet when located within a required front yard or street yard on any property.**
- (b) Six feet when:**

1. Located on any residential property, but not within a required front yard or a required street yard, except as allowed along a railroad right-of-way in division (C)(2)(b).

111

Date: _____

Zoning Board

1002 Western Ave.

Attendance

PEART Jeremy <i>y</i>	X	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
BRACKETT Stephen <i>y</i>	✓	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
CLARK Richard <i>y</i>	✓	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
MEDLEY Martin <i>y</i>	✓	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
THOMPSON Jerry <i>y</i>	✓	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
MCINTYRE David <i>y</i>	✓	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
DOLIESLAGER Lance <i>y</i>	✓	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
		yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
	6	3	3								

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	July 22, 2019	
RESOLUTION OR ORDINANCE NUMBER	Completed by City Clerk	
AGENDA TITLE	Consideration of an Ordinance to establish parking restrictions on both sides of Nelson Ave.	
REQUESTING DEPARTMENT	Police	
PRESENTER	Troy Ainley, Police Chief	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Amends City code to eliminate parking on both sides of a very narrow street per the request of residents living on that street.	
BACKGROUND	The Mayor and City Manager were contacted by residents on Nelson Ave. who raised concerns regarding the safety of parking on the street given its inadequate width. Police Chief and engineering technician both reviewed the street in question and concluded that parking could easily be restricted on both sides of the street with minimal impact to the residents of the street given the availability of off street parking.	
SPECIAL NOTES	N/A	
ANALYSIS	N/A	

PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff Recommends approval
PROCUREMENT POLICY VERIFICATION	N/A
REFERENCE DOCUMENTS ATTACHED	N/A

ORDINANCE NO. 3972

AN ORDINANCE TO ESTABLISH PARKING RESTRICTIONS ON BOTH SIDES OF NELSON AVENUE, AND DECLARING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT UPON ITS PASSAGE AND APPROVAL AS PROVIDED BY LAW

- WHEREAS, Nelson Avenue is narrow and provides no space for the safe passage of emergency vehicles when vehicles are parked on either side of the street; and
- WHEREAS, Prohibiting parking on Nelson Avenue improves the safety of both vehicular and pedestrians traffic travelling on Nelson Avenue; and
- WHEREAS, Eliminating parking on the Nelson Avenue improves sightlines where the street intersects with East Street, Maple Avenue, and Goodrich Street; and
- WHEREAS, The City Council finds it to be in the best interest of the safety of the users of Nelson Avenue to ban on-street parking on Nelson Avenue.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KEWANEE THAT:

- Section 1** Schedule I of Chapter 78 of the City Code, Parking Restrictions in Specified Places, be amended by inserting the words shown underlined below to include the following area:

<i><u>Street</u></i>	<i><u>Location</u></i>	<i><u>Side</u></i>
<u>Nelson Avenue</u>	<u>East Street to Goodrich Street</u>	<u>Both</u>

- Section 2** This Ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

Passed by the Council of the City of Kewanee, Illinois this 22nd day of July, 2019

ATTEST:

Rabecka Jones, City Clerk

Gary Moore, Mayor

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Gary Moore				
Council Member Mike Komnick				
Council Member Chris Colomer				
Council Member Steve Faber				
Council Member Mike Yaklich				

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	July 22, 2019	
RESOLUTION OR ORDINANCE NUMBER	Completed by City Clerk	
AGENDA TITLE	Consideration of an ordinance granting a variance to Kim Cernovich, 1002 Western Ave.	
REQUESTING DEPARTMENT	Community Development	
PRESENTER	Keith Edwards, Director of Community Development.	
FISCAL INFORMATION	Cost as recommended:	N/A, including recurring charges
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To grant a variance of 2 feet to the maximum allowable fence height in a front yard and required street yard to allow installation of a 6-foot chain link fence along the South and East property lines.	
BACKGROUND	Kim Cernovich, owner of 1002 Western Ave., inquired about installing a 6 foot chain link fence at the front property line, adjacent to Western Ave., and along the side (East) property line, adjacent to Franklin St. Cernovich was advised that a fence greater than 4 feet in height in a front yard or required street yard is not allowed by ordinance. I explained that he could apply for a variance to the Zoning Board of Appeals and how the process works. Cernovich agreed to follow the process and submitted for a variance petition.	
SPECIAL NOTES	Please see the ZBA minutes as there was considerable discussion.	

ANALYSIS	<u>The Surrounding Area:</u> <i>Zoning District(s):</i> Surrounding land is zoned R2 Single-Family Dwelling District. <u>Uses of Land:</u> The surrounding land contains single-family dwellings.
PUBLIC INFORMATION PROCESS	Legal notice was published in the Star Courier, Post cards were mailed to all persons owning land within 300 feet
BOARD OR COMMISSION RECOMMENDATION	After discussing the facts and testimony presented, the Zoning Board of Appeals recommends, based on the authority of §33.062 of the City Code, by a vote of three in favor of the application, three opposed to the application, that the City Council does not grant the variance petition as filed.
STAFF RECOMMENDATION	With consideration to the surrounding neighborhood characteristics and after speaking with the City Manager about this petition: The City has no recommendation and encourages all Zoning Board members to perform their own on-site inspection prior to the meeting. However, The City would like bring to your attention that the proposed fence material will have greater than the required 70% visibility as required by ordinance.
PROCUREMENT POLICY VERIFICATION	
REFERENCE DOCUMENTS ATTACHED	ZBA Minutes

ORDINANCE NO. 3973

ORDINANCE GRANTING A REQUEST FOR VARIANCE TO KIM CERNOVICH,
1002 WESTERN AVE., KEWANEE, ILLINOIS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEWANEE,
ILLINOIS, IN COUNCIL ASSEMBLED, AS FOLLOWS.

SECTION ONE: The City Council finds that a petition has heretofore been filed by Kim Cernovich directed to the Zoning Board of Appeals and City Council requesting that a variance of 2 feet to the maximum allowable fence height in a front yard and required street yard to allow installation of a 6-foot chain link fence along the South and East property lines.

As restricted by §158.007-(D),

Height -

(1) Maximum. The maximum height of any fence or decorative post shall be the following:

(a) Four feet when located within a required front yard or street yard on any property.

(b) Six feet when:

1. Located on any residential property, but not within a required front yard or a required street yard, except as allowed along a railroad right-of-way in division (C)(2)(b)., of the City Code for the following described property:

LOT 16 BLK 3 ROSEVIEW ADD CITY OF KEWANEE.

SECTION TWO: The Zoning Board of Appeals conducted a hearing upon the said Petition on Wednesday, July 17, 2019, in Council Chambers at 401 E. Third Street, pursuant to notice published in the Kewanee Star Courier, at which time and place the Zoning Board of Appeals heard statements of the Petitioners. There were no Objectors.

SECTION THREE: The Zoning Board of Appeals has recommended to the Council, by a vote of three in favor, three opposed, one absent, that a variance of 2 feet to the maximum allowable fence height in a front yard and required street yard to allow installation of a 6-foot chain link fence along the South and East property lines as required by §158.007-(D), CONSTRUCTION, APPEARANCE AND MAINTENANCE , HEIGHT, of the City Code not be granted.

SECTION FOUR: The recommendations of the Zoning Board of Appeals regarding the variance is accepted and hereby approved.

SECTION FIVE: The following variance shall be, and hereby is granted:
A variance of 2 feet to the maximum allowable fence height in a front yard and required street yard to allow installation of a 6-foot chain link fence along the South and East property lines. as required by §158.007-(D), CONSTRUCTION, APPEARANCE AND MAINTENANCE , Height, of the City Code be granted.

SECTION SIX: This Ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

Passed by the Council of the City of Kewanee, Illinois this 22nd day of July, 2019.

ATTEST:

Rabecka Jones, City Clerk

Gary Moore, Mayor

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Gary Moore				
Councilmember Mike Komnick				
Councilmember Steve Faber				
Councilmember Chris Colomer				
Councilmember Michael Yaklich				

**CITY OF KEWANEE
CITY COUNCIL AGENDA ITEM**

MEETING DATE	July 22, 2019	
RESOLUTION OR ORDINANCE NUMBER	Resolution 5176	
AGENDA TITLE	Consideration of a resolution to authorize the Fire Chief to enter into a Mutual Intercept Agreement with Stark County Ambulance Service.	
REQUESTING DEPARTMENT	Fire Dept.	
PRESENTER	Kevin Shook, Fire Chief	
FISCAL INFORMATION	Cost as recommended:	N/A,
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	This agreement would allow the intercepting agency to bill the requesting agency \$200.00 for their services upon a successful intercept.	

BACKGROUND	<p>When an agency is on an EMS call and begins transport but is of a lower level of care than the patient's condition calls for an intercept is called for with a neighboring agency. For safety concerns, we do not move patients from one ambulance to another alongside a road. The responding ALS unit moves to the requesting ambulance to take over patient care. Currently when agencies call for an intercept we are unable to bill for those services. By law, only the transporting agency is allowed to bill the patient. This agreement would allow the agency responding to the request to bill the department a flat rate to cover expenses. Currently these expenses are absorbed as operating costs. This charge is not part of the patient's care bill. The bill for an intercept would go to the department making the request. The director of the Stark County Ambulance Service and I both understand the need to make an arrangement in case we are ever in a situation where we do not have a paramedic available on an ambulance but the patient is in need of that level of care. This agreement is outside of the mutual aid agreements we already have that do not allow for financial reimbursement.</p>
SPECIAL NOTES	The agreement being presented was furnished by Stark County Ambulance and is unaltered.
ANALYSIS	Mutually beneficial to both agencies and promotes better patient care by allowing the agency to cover its costs.
PUBLIC INFORMATION PROCESS	Normal posting and council practices.
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval
PROCUREMENT POLICY VERIFICATION	N/A
REFERENCE DOCUMENTS ATTACHED	Mutual Intercept Agreement

RESOLUTION NO. #5176

A RESOLUTION AUTHORIZING THE FIRE CHIEF TO ENTER INTO A MUTUAL INTERCEPT AGREEMENT WITH STARK COUNTY AMBULANCE SERVICE.

WHEREAS, The City of Kewanee Fire Department operates emergency ambulances staffed by trained emergency medical staff; and,

WHEREAS, The Stark County Ambulance operates emergency ambulances staffed by trained emergency medical staff; and,

WHEREAS, both services strive to provide the highest level of care that can be provided for patients; and

WHEREAS, at certain times both parties may need assistance to maintain the highest level of care for patients; and

THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF KEWANEE THAT:

Section 1 The Fire Chief is authorized to execute the necessary documents to enter into a mutual intercept agreement with Stark County Ambulance Service.

Section 2 This agreement is to include the language of “A \$200.00 charge to be billed to the transporting agency after a successful intercept. No Charge will be assessed if an intercept is requested and cannot be fulfilled for any reason. Patient will not be charged by anyone other than the transporting agency.”

Section 3 This Resolution shall be in full force and effective immediately upon its passage and approval as provided by law.

Adopted by the Council of the City of Kewanee, Illinois this 22nd day of July, 2019.

ATTEST:

Rabecka Jones, City Clerk

Gary Moore, Mayor

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Gary Moore				
Council Member Mike Komnick				
Council Member Chris Colomer				
Council Member Steve Faber				
Council Member Michael Yaklich				

MUTUAL INTERCEPT AGREEMENT

AN AGREEMENT BETWEEN STARK COUNTY AMBULANCE SERVICE AND

Kewanee Fire Department

WHEREAS, The Stark County Ambulance Service has initiated and continues to maintain an Ambulance Service for residents within the Stark County and surrounding areas.

WHEREAS, Kewanee Fire Department also maintains an Ambulance Service for people within their districts.

WHEREAS, at certain times the Stark County Ambulance Service needs additional help to adequately furnish Ambulance Service for the people residing within their district.

WHEREAS, at times Kewanee Fire Department also has need for aid in furnishing Ambulance Service to those persons within its district.

WHEREAS, Stark County Ambulance Service and Kewanee Fire Department enter into a Mutual Intercept Agreement to furnish Advanced Life Support Intercept Services to each other's respective Districts in time of need.

THEREFORE, it is agreed as follows:

- I. Stark County Ambulance Service agrees that if it has personnel and equipment available at the request for intercept with Kewanee Fire Department it will furnish such Advanced Life Support personnel and equipment to the Kewanee Fire Department in order to aid the district in protecting the health in protecting the health and welfare of their people.
- II. Kewanee Fire Department agrees that if it has personnel and equipment available at the request for intercept with the Stark County Ambulance Service it will furnish such Advanced Life Support personnel and equipment to the Stark County Ambulance Service in order to aid the district in protecting the health and welfare of their people.
- III. A \$200 charge will be billed to the transporting agency requesting the intercept after a successful intercept. No charge will be assessed if an intercept is requested and cannot be fulfilled for any reason. Patient will not be charged by anyone other than the transporting agency.

By _____
Chief
Kewanee Fire Department

By _____
Director
Stark County Ambulance Service

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	July 22, 2019	
RESOLUTION OR ORDINANCE NUMBER	Completed by City Clerk	
AGENDA TITLE	Consideration of a resolution to authorize the Fire Chief to enter into an agreement with ESO Solutions to open for use the P&M module on the current software.	
REQUESTING DEPARTMENT	Fire Dept.	
PRESENTER	Kevin Shook, Fire Chief	
FISCAL INFORMATION	Cost as recommended:	\$3307.75
	Budget Line Item:	01-22-537
	Balance Available	\$13,166.29
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Kewanee Fire Department uses ESO Suite software for EMS records. This would allow the use of an additional module within the ESO software. It's use is to perform inspections, preplans, hydrant flow data tracking, and maintain staff training and licensing records.	

BACKGROUND	<p>In the Spring of 2018 The City purchased ESO software as a replacement for Firehouse software. While looking for a single software platform we could replace our old software with the fire department evaluated, demo, and received quotes on several other software suites for the use of electronic EMS reports. The software comes with basic NEMSIS and NFIRS modules, which reports automatically to the State/National databases. This has increased efficiency, and accuracy, and decreased paper use as well as bringing the EMS side of the Department into this century technologically. On the fire side the department is still using the old "Firehouse" program that is outdated and no longer supported, to keep track of all preplans and fire safety inspections of businesses. Firehouse is also used for training records, hydrant management, and personnel records. By purchasing the P&M module for the ESO Suite we would be able to finally retire the old software that is not user friendly nor supported. The ESO version of this software follows the same user friendly format we are currently using for EMS reports which allows our staff the ability to do records on the go in less time than before instead of waiting to get back to the station. This software will also allow staff to attach floor plans, photographs, and other data to preplans that can be viewed on a tablet or smart phone at an emergency scene. The software is in the budget for this year under line 01-22-537 (Computer services.) the initial cost is \$3307.75 for the first year, with an annual renewal license fee of \$2317.75 for this module.</p>
SPECIAL NOTES	N/A
ANALYSIS	N/A
PUBLIC INFORMATION PROCESS	Normal posting and council practices.
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval



Completed by City Clerk

PROCUREMENT POLICY VERIFICATION	Budgeted item from a single source vender.
REFERENCE DOCUMENTS ATTACHED	ESO P&M Agreement.

RESOLUTION NO. #5177

A RESOLUTION AUTHORIZING THE FIRE CHIEF TO ENTER INTO AN AGRMENT WITH ESO SOLUTIONS FOR THE PURCHASE OF COMPUTER SOFTWARE, P&M MODULE.

WHEREAS, The Kewanee Fire Department performs business inspections to increase safety for our residents and businesses; and,

WHEREAS, The Kewanee Fire Department performs preplans of occupancies to better serve the community in case of emergency; and,

WHEREAS, The Kewanee Fire Department is charged with hydrant water flow data collection; and

WHEREAS, The Kewanee Fire Department must maintain training and licensing information on staff members ; and

WHEREAS, ESO Solutions offers a computer program that allows management of data collected from the aforementioned activities.

WHEREAS, Each of the aforementioned activities provides data that can be collected and to better provide for data driven decision making. Funds for the purchase of the ESO Solutions Software modules were included in the current budget.

THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF KEWANEE THAT:

Section 1 The Fire Chief is authorized to execute the necessary documents to enter into an agreement with ESO Solutions for the purchase and licensing of computer software to supplement the software already licensed by the department.

Section 2 This Resolution shall be in full force and effective immediately upon its passage and approval as provided by law.

Adopted by the Council of the City of Kewanee, Illinois this 22nd day of July, 2019.

ATTEST:

Rabecka Jones, City Clerk

Gary Moore, Mayor

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Gary Moore				
Council Member Mike Komnick				
Council Member Chris Colomer				
Council Member Steve Faber				
Council Member Michael Yaklich				

MASTER SUBSCRIPTION AND LICENSE AGREEMENT

This Master Subscription and License Agreement (the "Agreement") is entered into as of _____ ("Effective Date"), by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 9020 North Capital of Texas Highway, Building II-300, Austin, TX 78759 ("ESO") and Kewanee Fire Department ("Customer") having its principal place of business at 401 E. 3rd Street, Kewanee, IL 61443. This Agreement consists of the General Terms & Conditions below and any Addenda (as defined below) executed by the parties, including any attachments to such Addenda.

The parties have agreed that ESO will provide Customer with certain technology products and/or services and that Customer will pay to ESO certain fees. Therefore, in consideration of the covenants, agreements and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as set forth in the pages that follow.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement shall have the meanings below:
 - 1.1. "Add-On Software" means any complementary software components or reporting service(s) that ESO makes available to customer through its Licensed Software, Interoperability Software or SaaS.
 - 1.2. "Addendum" or "Addenda" means a writing addressing an order of a specific set of products or services executed by authorized representatives of each party. An Addendum may be (a) a Software Schedule (see Exhibit A1 – A4), (b) a Statement of Work, or (c) another writing the parties intend to be incorporated by reference into this Agreement.
 - 1.3. "Customer Data" means data in electronic form managed or stored by ESO, which is entered into or transmitted through the Software.
 - 1.4. "Deliverable" means software, report, or other work product created pursuant to a Statement of Work.
 - 1.5. "Documentation" means user guides, operating manuals, and specifications regarding the Software covered by this Agreement.
 - 1.6. "Feedback" refers to any suggestion or idea for improving or otherwise modifying ESO's products or services.
 - 1.7. "Intellectual Property" means trade secrets, copyrightable subject matter, patents, and patent applications and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs.
 - 1.8. "Interoperability Software" means software-as-a-service that ESO hosts (directly or indirectly) for Customer to exchange healthcare data with others. Some of ESO's Reporting Services may be made available to Customer via the Interoperability Software. For the avoidance of doubt, Interoperability Software does not include Add-on Software, Licensed Software or SaaS.
 - 1.9. "Licensed Software" means on premise software that ESO provides to Customer for its reproduction and use. For the avoidance of doubt, Licensed Software does not include Add-on Software, Interoperability Software or SaaS.
 - 1.10. "Professional Services" means professional services that a Statement of Work calls on ESO to provide.
 - 1.11. "Protected Health Information" or "PHI" shall have the meaning set forth in HIPAA. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.
 - 1.12. "Reporting Services" means collectively the different programs or tools ESO provides for Customer to generate compilations of data, including but not limited to ad-hoc reports, analytics, benchmarking or any other reporting tool provided through the Software.
 - 1.13. "SaaS" means software-as-a-service that ESO hosts (directly or indirectly) for Customer's use. For the avoidance of doubt, SaaS does not include Licensed Software, but does include Add-on Software and Interoperability Software.
 - 1.14. "Software" means any computer program, programming or modules specified in each Software Schedule or SOW. For the avoidance of doubt, Add-on Software, SaaS; Interoperability Software; and Licensed Software shall collectively be referred to as Software.
 - 1.15. "Software Schedule" refers to an Addendum in which Customer has ordered either Add-on Software, Licensed Software, Interoperability Software or SaaS, collectively Software. See Exhibits A1 – A4.
 - 1.16. "Statement of Work" or "SOW" refers to an Addendum in which Customer has ordered Professional Services or a Deliverable from ESO.
 - 1.17. "Support Services" means those services described in Exhibit B.
 - 1.18. "User" means any individual who uses the Software on Customer's behalf or through Customer's account or passwords, whether authorized or not.
2. **SOFTWARE SCHEDULES.** During the Term of this Agreement, Customer may order Software from ESO by signing a Software Schedule. Customer's license to Licensed Software and its subscription to SaaS are set forth below. Each such Software Schedule, Exhibits A-1, A-2, A-3, and A-4, are incorporated herein by reference.
3. **LICENSE/SUBSCRIPTION TO SOFTWARE**
 - 3.1. Grant of License. In the case of Licensed Software, during the Term of this Agreement ESO hereby grants Customer a

limited, non-exclusive, non-transferable, non-assignable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Software Schedule and as necessary for Customer's internal business purposes; provided that, Customer complies with the Restrictions on Use (Section 3.3) and other limitations and obligations contained in this Agreement. Such internal business purposes do not include reproduction or use by any parent, subsidiary, or affiliate of Customer, or any other third party, and Customer shall not permit any such use.

3.2. Grant of Subscription. In the case of SaaS, during the term of this Agreement Customer may access and use the SaaS, in such quantities as are set forth on the applicable Software Schedule; provided that, Customer complies with the Restrictions on Use (Section 3.3) and other limitations contained in this Agreement.

3.3. Restrictions on Use. Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party. The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term of this Agreement. Customer recognizes that the Software and its components are protected by copyright and other laws.

3.4. Delivery. In the case of Licensed Software, ESO shall provide the Licensed Software to Customer through a reasonable system of electronic download. In the case of SaaS, ESO shall grant Customer access to SaaS promptly after the Effective Date.

3.5. Third-Party Software. Software may incorporate software and other technology owned and controlled by third parties ("Third-Party Software"). ESO is licensed to sublicense and distribute Third-Party Software. All Third-Party Software falls under the scope of this Agreement. Moreover, ESO neither accepts liability, nor warrants the functionality, reliability or accuracy of Third-Party Software, including but not limited to third-party mapping applications.

4. HOSTING, SLA & SUPPORT SERVICES

4.1. Hosting & Management. Customer shall be solely responsible for hosting and managing the Licensed Software. ESO shall be responsible for hosting and managing the SaaS.

4.2. Service Level Agreement. No credits shall be given in the event Customer's access to SaaS is delayed, impaired or otherwise disrupted (collectively, an "Outage"). If such Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for three consecutive months or three months in any rolling twelve-month period (collectively, "Uptime Commitment"), then Customer shall have the option to immediately terminate this Agreement; and ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.

4.3. Scheduled Downtime. In the event ESO determines that it is necessary to intentionally interrupt the SaaS or that there is a potential for the SaaS to be interrupted for the performance of system maintenance (collectively, "Scheduled Downtime"), ESO will use good-faith efforts to notify Customer of such Scheduled Downtime at least 72 hours in advance and will ensure Scheduled Downtime occurs during non-peak hours (midnight to 6 a.m. Central Time). In no event shall Scheduled Downtime constitute a failure of performance by ESO.

4.4. Support and Updates. During the Term of this Agreement, ESO shall provide to Customer the Support Services, in accordance with Exhibit B. Exhibit B is incorporated herein by reference.

5. FEES

5.1. Fees. In consideration of the rights granted and except in the event there is a Third-Party Payer (as defined below), Customer agrees to pay ESO the fees for the Software and/or Professional Services as set forth in the Software Schedule(s) or SOW(s) (collectively, "Fees"). The Fees are non-cancelable and non-refundable. Customer shall pay all invoices within thirty (30) days of receipt. In the event a third-party is paying some or all of the Fees on behalf of Customer ("Third-Party Payer"), the Software Schedule will state that payment obligation. The parties agree that Customer may replace the Third-Party Payer by submitting to ESO written notice memorializing the change. However, no such change shall be made until the then-current Term's renewal. Moreover, Customer is responsible for payment in the event the Third-Party Payer does not pay the Fees and Customer continues using the Software. For the avoidance of doubt, any such Addenda will become part of this Agreement.

5.2. Uplift on Renewal. Except in the instance of Overages (as defined below), Fees for Software, which recur annually, shall increase by three percent (3%) each year this Agreement is in effect.

5.3. Taxes and Fees. This Agreement is exclusive of all taxes and credit card processing fees, if applicable. Customer is responsible for and will remit (or will reimburse ESO upon ESO's request) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement.

5.4. Appropriation of Funds. If Customer is a city, county or other government entity, the parties accept and agree that Customer has the right to terminate the Agreement at the end of the Customer's fiscal term for a failure by Customer's governing body to appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this

provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid. Moreover, Customer agrees to provide ESO reasonable documentation evidencing such non-appropriation of funds.

- 5.5. Audit Rights. ESO may regularly audit Customer's use of the Software and charge Customer a higher annual Fee if Customer's usage has increased beyond the tier contracted for in the current Software Schedule or otherwise assess additional fees (for example, Customer is uploading more records into the Software than it has previously contracted for) (collectively, "Overages"). ESO may invoice for Overages immediately. Notwithstanding the foregoing, it is solely Customer's responsibility to report Overages to ESO in a timely manner.

6. TERM AND TERMINATION

- 6.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and continue for the period set forth in the applicable Software Schedule or, if none, for one year. Thereafter, the Term will renew for successive one-year periods, unless either party opts out of such renewal by providing at least sixty days' written notice before the scheduled renewal date. The license period or subscription period shall begin on the date specified in the applicable Software Schedule, and this Agreement shall automatically be extended to ensure that the contract Term is coterminous with the subscription period or license period, as applicable.
- 6.2. Termination for Cause. Either party may terminate this Agreement or any individual Software Schedule for the other party's material breach by providing written notice. The breaching party shall have thirty days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.
- 6.3. Bankruptcy/Insolvency. This Agreement and any applicable Software Schedule may be terminated immediately upon the following: (a) the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of the other party; (b) the making of an assignment for the benefit of creditors by the other party; or (c) the dissolution of the other party.
- 6.4. Effect of Termination.
- 6.4.1. If this Agreement or any Software Schedule is terminated by Customer prior to the expiration of its then-current term, for any reason other than ESO's breach, Customer agrees to immediately remit all unpaid Fees as set forth on the applicable Software Schedule equal to the Fees that will become due during the remaining Term.
- 6.4.2. If Customer terminates this Agreement or any Software Schedule as a result of ESO's breach, then to the extent that Customer has prepaid any Fees, ESO shall refund to Customer any prepaid Fees on a pro-rata basis to the extent such Fees are attributable to the period after the termination date.
- 6.4.3. Upon termination of this Agreement or any Software Schedule, Customer shall cease all use of the Software and delete, destroy or return all copies

of the Documentation and Licensed Software in its possession or control, except as required by law.

- 6.4.4. Termination of this Agreement is without prejudice to any other right or remedy of the parties and shall not release either party from any liability (a) which at the time of termination, has already accrued to the other party, (b) which may accrue in respect of any act or omission prior to termination, or (c) from any obligation which is intended to survive termination.

- 6.5. Delivery of Data. If Customer requests its data within sixty (60) days of expiration or termination of this Agreement, ESO will provide Customer access to Customer Data in a searchable .pdf format within a reasonable time frame thereafter. ESO is under no obligation to retain Customer Data more than sixty (60) days after expiration or termination of this Agreement.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. Material Performance of Software. ESO warrants and represents that the Software will materially perform in accordance with the Documentation provided by ESO, if any.
- 7.2. Warranty of Services. ESO warrants that its personnel are adequately trained and competent to perform Professional Services and/or Support Services and that each will be performed in a professional and workmanlike manner.
- 7.3. Due Authority. Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement has been duly authorized by all necessary corporate or government action.
- 7.4. Customer Cooperation. Customer agrees to reasonably and timely cooperate with ESO, including but not limited to providing ESO with reasonable access to its equipment, software, data and using current operating system(s).

8. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) ESO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) ESO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE. CUSTOMER THEREFORE ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."

9. CONFIDENTIALITY

- 9.1. "Confidential Information" refers to the following items: (a) any document marked "Confidential"; (b) any information orally designated as "Confidential" at the time of disclosure,

provided the disclosing party confirms such designation in writing within five (5) business days; (c) the Software and Documentation, whether or not designated confidential; and (d) any other nonpublic, sensitive information reasonably considered a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the other party's possession at the time of disclosure; (ii) is independently developed without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of a party's improper action or inaction; (iv) is approved for release in writing by the disclosing party; (v) is required to be disclosed by law; or (vi) PHI, which shall be governed by the Business Associate Agreement rather than this Section.

- 9.2. **Nondisclosure.** The parties shall not use Confidential Information for any purpose other than to fulfill the terms of this Agreement (the "Purpose"). Each party: (a) shall ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein and (b) shall not disclose Confidential Information to any other third party without prior written consent from the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.
- 9.3. **Disclosure of ESO's Security Policies.** Customer acknowledges that any information provided by ESO pertaining to ESO's security controls, policies, procedures, audits, or other information concerning ESO's internal security posture are considered Confidential Information and shall be treated by Customer in accordance with the terms and conditions of this Agreement.
- 9.4. **Injunction.** Customer agrees that breach of this Section would cause ESO irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, ESO will be entitled to injunctive relief against such breach or threatened breach, without ESO proving actual damage or posting a bond or other security.
- 9.5. **Termination & Return.** With respect to each item of Confidential Information, the obligations of nondisclosure will terminate three (3) years after the date of disclosure; provided that, such obligations related to Confidential Information constituting ESO's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify, in writing, the destruction thereof.
- 9.6. **Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license thereto.
- 9.7. **Open Records and Other Laws.** Notwithstanding anything in this Section to the contrary, the parties expressly acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law, a lawful public records request, or judicial

order, provided that prior to such disclosure, written notice of such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort. In addition, Customer may disclose the contents of this Agreement solely for the purpose of completing its review and approval processes under its local rules, if applicable.

10. **INSURANCE.** Throughout the term of this Agreement, and for a period of at least three (3) years thereafter for any insurance written on a claims-made form, ESO shall maintain in effect the insurance coverage described below:

- 10.1. Commercial general liability insurance with a minimum of \$1 million per occurrence and \$1 million aggregate;
- 10.2. Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of \$1 million for bodily injury and property damage liability;
- 10.3. Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of \$1 million each accident or disease; and
- 10.4. Computer processor/computer professional liability insurance ("Technology Errors and Omissions") covering the liability for financial loss due to error, omission or negligence of ESO, and Privacy and Network Security Insurance ("Cyber") covering losses arising from a disclosure of confidential information, with a combined aggregate amount of \$3 million.

11. INDEMNIFICATION

- 11.1. **IP Infringement.** ESO shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each an "Indemnified Claim"). If an Indemnified Claim under this Section occurs or if ESO determines that an Indemnified Claim is likely to occur, ESO shall at its option: (a) obtain a right for Customer to continue using such Software; (b) modify such Software to make it a non-infringing equivalent or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably available, either party may, at its option, terminate this Agreement and/or relevant Software Schedule. ESO will refund any pre-paid Fees on a pro-rata basis for the allegedly infringing Software provided. Notwithstanding the foregoing, ESO shall have no obligation hereunder for any claim resulting or arising from (x) Customer's breach of this Agreement; (y) modifications made to the Software that were not performed or provided by or on behalf of ESO or (z) the combination, operation or use by Customer or anyone acting on Customer's behalf of the Software in connection with a third-party product or service (the combination of which causes the infringement). This Section 11 states ESO's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement by the Software.

- 11.2. Indemnification Procedures. Upon becoming aware of any matter which is subject to the provisions of Sections 11.1 (a "Claim"), the party seeking indemnification (the "Indemnified Party") must give prompt written notice of such Claim to the other party (the "Indemnifying Party"), accompanied by copies of any written documentation regarding the Claim received by the Indemnified Party. The Indemnifying Party shall compromise or defend, at its own expense and with its own counsel, any such Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that the Indemnifying Party will have the right to control such settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at the Indemnifying Party's expense.

12. LIMITATION OF LIABILITY

- 12.1. LIMITATION OF DAMAGES. UNDER NO CIRCUMSTANCES SHALL ESO OR CUSTOMER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS.
- 12.2. LIMITATION OF LIABILITY. WITH THE EXCEPTION OF SECTION 12.3 (EXCEPTIONS TO THE LIMITATION OF LIABILITY), ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, SHALL NOT EXCEED THE FEES PAID BY CUSTOMER OR ON BEHALF OF CUSTOMER IN THE CASE OF A THIRD-PARTY PAYER UNDER THE APPLICABLE SOFTWARE SCHEDULE OR SOW GIVING RISE TO THE CLAIM WITHIN THE PRECEDING 12-MONTH PERIOD.
- 12.3. EXCEPTIONS TO LIMITATION OF LIABILITY. NOTWITHSTANDING SECTION 12.2, A PARTY'S LIABILITY FOR CLAIMS INVOLVING A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, SHALL BE LIMITED TO \$250,000. IN ADDITION, AND NOTWITHSTANDING SECTION 12.2, A PARTY'S LIABILITY SHALL BE LIMITED TO THE AMOUNT OF INSURANCE COVERAGE REQUIRED BY SECTION 10 FOR THE FOLLOWING TYPES OF CLAIMS: (I) CLAIMS ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (II) CLAIMS ARISING FROM A BREACH OF CONFIDENTIAL INFORMATION, INCLUDING A BREACH OF PROTECTED HEALTH INFORMATION.
- 12.4. THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY

MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

- 12.5. THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

13. CUSTOMER DATA & PRIVACY

- 13.1. Ownership of Data & Reports. As between ESO and Customer, all Customer Data shall be owned by Customer. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property in any aggregated and de-identified reports, summaries, compilations, analysis or other information made available through ESO's Reporting Services. If subscribed to by Customer, ESO grants to Customer a limited, non-exclusive license to use its Reporting Services for Customer's internal purposes only during the Term of this Agreement. No other third party shall rely on ESO's Reporting Services or the contents thereof. ESO disclaims all liability for any damages related thereto. Customer acknowledges and agrees that any such license expires upon the expiration or termination of the applicable Software Schedule granting a license to ESO's Reporting Services.
- 13.2. Use of Customer Data. Unless it receives Customer's prior written consent, ESO: (a) shall not access, process, or otherwise use Customer Data; and (b) shall not intentionally grant any third-party access to Customer Data, including without limitation ESO's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement or authorized participants in the case of Interoperability Software. Notwithstanding the foregoing, ESO may use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or by proper legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 13.3. Anonymized Data. Notwithstanding any provision herein, ESO may use, reproduce, license, or otherwise exploit Anonymized Data; provided that Anonymized Data does not contain and is not PHI. ("Anonymized Data" refers to Customer Data with the following removed: personally identifiable information and the names and addresses of Customer and any of its Users and/or Customer's clients.)
- 13.4. Risk of Exposure. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure and that, in accessing and using the SaaS, Customer assumes such risks. Customer has sole responsibility for obtaining, maintaining, and securing its connections to the Internet. ESO makes no representations

to Customer regarding the reliability, performance or security of any network or provider.

14. FEEDBACK RIGHTS & WORK PRODUCT

- 14.1. Feedback Rights. ESO does not agree to treat as confidential any Feedback that Customer provides to ESO. Nothing in this Agreement will restrict ESO's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensation or crediting Customer. Feedback will not constitute Confidential Information, even if it would otherwise qualify as such pursuant to Section 9 (Confidential Information).
- 14.2. Work Product Ownership. In the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly acknowledges and agrees that nothing in this Agreement or a separate SOW gives the Customer any right, title, or interest to the intellectual property or proprietary know-how of the Deliverables.

15. GOVERNMENT PROVISIONS

- 15.1. Compliance with Laws. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of this Agreement.
- 15.2. Business Associate Addendum. The parties agree to the terms of the Business Associate Addendum attached hereto as Exhibit C and incorporated herein by reference.
- 15.3. Equal Opportunity. The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.
- 15.4. Excluded Parties List. ESO agrees to immediately report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

16. PHI ACCURACY & COMPLETENESS

- 16.1. ESO provides the Software to allow Customer (and its respective Users) to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or disclosed through the Software.
- 16.2. Customer is solely responsible for any decisions or actions taken involving patient care or patient care management, whether those decisions or actions were made or taken using information received through the Software.

17. MISCELLANEOUS

- 17.1. Independent Contractors. The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.
- 17.2. Notices. Notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested to a party's principal place of business as forth in the recitals on page 1 of this Agreement, (b) hand delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mail, or (e) delivery by a reputable overnight carrier service. In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e). The notice will be deemed given on the day the notice is received.
- 17.3. Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.
- 17.4. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 17.5. Assignment & Successors. Neither party may assign, subcontract, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent. Except that either party may, without the prior consent of the other, assign all its rights under this Agreement to (i) a purchaser of all or substantially all assets related to this Agreement, or (ii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either party is participating (collectively, a "Change in Control"); provided however, that the non-assigning party is given notice of the Change in Control.
- 17.6. Modifications and Amendments. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party.
- 17.7. Force Majeure. No delay, failure, or default, other than a failure to pay Fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature,

strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event last longer than thirty (30) days, the other party may immediately terminate the applicable Software Schedule.

- 17.8. Marketing. Customer hereby grants ESO a license to include Customer's primary logo in any customer list or press release announcing this Agreement; provided ESO first submits each such press release or customer list to Customer and receives written approval, which approval shall not be unreasonably withheld. Goodwill associated with the logo inures solely to Customer, and ESO shall take no action to damage the goodwill associated with the logo or with Customer.
- 17.9. Waiver & Breach. Neither party will be deemed to have waived any of its rights under this Agreement unless it is an explicit written waiver made by an authorized representative. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 17.10. Survival of Terms. Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.
- 17.11. Ambiguous Terms. This Agreement will not be construed against any party by reason of its preparation.
- 17.12. Governing Law. This Agreement, any related Addenda, and any CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND ESO, including their affiliates, contractors, and agents, and each of their respective employees, directors, and officers (a "Dispute") will be governed by the laws of the State of Texas, without regard to conflicts of law. Notwithstanding the foregoing, in the event Customer is a U.S. city, county, municipality or other U.S. governmental entity, then any Dispute will be governed by the law of state where Customer is located, without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees under § 38.001 of the Texas Civil Practices and Remedies Code.
- 17.13. Venue. The parties agree that any Dispute shall be brought exclusively in the state or federal courts located in Travis County, Texas. The parties agree to submit to the personal jurisdiction of such courts. Notwithstanding the foregoing,

in the event Customer is a U.S. city, county, municipality or other U.S. governmental entity, then any Dispute shall be brought exclusively in the state or federal courts located in the county where Customer is located.

- 17.14. Bench Trial. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.
- 17.15. No Class Actions. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST THE OTHER CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.
- 17.16. Limitation Period. NEITHER PARTY, shall be liable for any claim brought more than 2 years after the cause of action for such claim first arose.
- 17.17. Dispute Resolution. Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within thirty (30) days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.
- 17.18. Technology Export. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo (as of the Effective Date - Cuba, Iran, North Korea, Sudan, and Syria).
- 17.19. Order of Precedence. In the event of any conflict between this Agreement, Addenda or other attachments incorporated herein, the following order of precedence will govern: (1) the General Terms and Conditions; (2) any Business Associate Agreement; (3) the applicable Software Schedule or SOW, with most recent Software Schedule or SOW taking precedence over earlier ones; and (3) any ESO policy posted online, including without limitation its privacy policy. No amendments incorporated into this Agreement after execution of the General Terms and Conditions will amend such General Terms and Conditions unless it specifically states its intent to do so and cites the section or sections amended.
- 17.20. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.
- 17.21. Signatures. Electronic signatures on this Agreement or on any Addendum (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ESO Solutions, Inc.

Customer

[Signature]

Kevin J Shook
[Signature]

[Printed Name]

Kevin J Shook
[Printed Name]

[Title]

Fire Chief
[Title]



Sales Order For: Kewanee Fire Dept
Sales Order Number: Q015073
Effective Date*: 10/01/2019
ESO Account Manager: Kaitlyn Hughes

Contact and Billing Details			
Sold to:	Kevin Shook	Contact:	Kevin Shook
Bill To:	Kewanee Fire Dept	Phone:	(309) 852-2115
Email:	kshook@cityofkewanee.net	Email:	kshook@cityofkewanee.net
		Address:	401 East 3rd Street Kewanee, Illinois 61443 United States

Subscription and/or License Terms			
Initial Term (Months):	12	Billing Frequency:	Annual
Renewal Term (Months):	12	Billing Method:	Email
		Terms:	Net 30
		Customer ID:	201712-21765
		Total Recurring Fees:	\$2,317.75
		Total One-Time Fees:	\$ 990.00

Product Name	Product Description	Quantity	Total Price/ Discounts
Fire Properties - Career FD - 1st Station	Initial station subscription for Properties – the data collection application for Properties & Occupancies – includes CAMEO integration, Pre-Plan view, and stores property and occupant history (presence or chemicals & tanks, Incidents, and previous inspec	1 /Stations	\$ 495.00
	Fee Type: Recurring		
Fire Properties - Career FD - 1st Station - Discount			(\$ 24.75)
	Fee Type: Recurring		
Personnel Management - Fire Bundle	Includes tracking of Training classes, certifications, credentials, immunization records. Discounted as a part of the Fire Bundle.	19 /Employees	\$ 745.00
	Fee Type: Recurring		
Personnel Management - Fire Bundle - Discount			(\$ 260.75)
	Fee Type: Recurring		
Fire Inspections - Career - Additional Stations	Additional station subscription for ESO's Inspections Application for Career Fire Departments.	1 /Stations	\$ 445.00
	Fee Type: Recurring		
Fire Inspections - Career - Additional Stations - Discount			(\$ 22.25)
	Fee Type: Recurring		
Fire Inspections - Career FD - 1st Station	Initial station subscription for Inspections – includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections – as well	1 /Stations	\$ 595.00
	Fee Type: Recurring		
Fire Inspections - Career FD - 1st Station - Discount			(\$ 29.75)
	Fee Type: Recurring		
Fire Properties - Career - Additional Stations	Additional station subscription for ESO's Properties Application for Career Fire Departments.	1 /Stations	\$ 395.00
	Fee Type: Recurring		
Fire Properties - Career - Additional Stations - Discount			(\$ 19.75)
	Fee Type: Recurring		
Fire Online Training	Webinar Training Session for ESO Fire.	2 /Sessions	\$ 990.00
	Fee Type: One-Time		

List Price: \$3,665.00

Discounts: (\$357.25)

Tax: \$0.00

Total: \$3,307.75

THANK YOU FOR CHOOSING ESO SOLUTIONS

Sales Order For: Kewanee Fire Dept
Sales Order Number: Q015073
Effective Date*: 10/01/2019
ESO Account Manager: Kaitlyn Hughes

SAAS – TERMS AND CONDITIONS:

1. If the Customer indicated below has an ESO Master Subscription and License Agreement ("MSLA") dated on or after February 20, 2017, then that MSLA will govern this Sales Order. **Otherwise, Customer Intends and agrees that this Sales Order adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**
<http://bit.ly/ESOContract>
2. The Effective Date of this Sales Order shall be the earlier of: i) the date of the signature below or ii) the "Effective Date" identified in the header of this Sales Order.
3. Except in the event Customer has selected a Third-Party Payer, the fees above shall be invoiced as follows:
 - a. Training and Training Travel fees, if any, shall be invoiced on or about the Effective Date.
 - b. During the first year, 100% of the remaining fees shall be invoiced fifteen days after the Effective Date. ("Subscription Date")
 - c. During the second year and any renewal years thereafter, 100% of the recurring fees shall be due on the anniversary of the Subscription Date.

Customer: Kewanee Fire Dept

[Signature]

Kevin J Shook

[Print Name]

Fire Chief

[Title]

7/1/19

[Date]

THANK YOU FOR CHOOSING ESO SOLUTIONS

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	July 22, 2019	
RESOLUTION OR ORDINANCE NUMBER	Ordinance # 3974	
AGENDA TITLE	Consideration of an Ordinance approving and authorizing the Execution of a Tax Increment Financing (TIF) District Redevelopment agreement between City of Kewanee and Dooley Bros. Plumbing and Heating	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Gary Bradley, City Manager	
FISCAL INFORMATION	Cost as recommended:	\$10,000
	Budget Line Item:	44-84E-919
	Balance Available	\$52,000 *
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Provides economic incentives for improvements to the building at 306 North Tremont Street.	
BACKGROUND	Dooley Brothers Plumbing has completed the TIF Incentive application for the replacement of the roof on their building. Our TIF Attorney at Jacob & Klein has reviewed the application and determined there to be sufficient eligible project costs to merit consideration of this project.	

SPECIAL NOTES	We budgeted \$52,000 based on last year's activity, but have a fund balance of \$409,191 and anticipate in excess of \$196,000 to be added this year through property taxes and interest, making the total available for eligible expenses in excess of \$605,000, with only a handful of recurring payments made through long-term TIF agreements.
ANALYSIS	<p>Similar to previously approved TIF Agreements, the proposed use of TIF revenues serves in the retention of an existing business; in this case a small business that has called Kewanee home for more than 100 years. The repairs in question are essential to the long term-preservation of a building in the downtown area that provides a fair amount of EAV and the work done from the building generates a larger amount of sales tax than many would presume. The owners of the building are making significant improvements to the building.</p> <p>The proposed reimbursement agreement would mimic the terms of the previous agreements approved in the Downtown TIF for other businesses. The loan would be forgiven over the period of five years provided that the business operates on the premises for those five years. The concept of the forgivable loan from the TIF fund was proposed by the City's TIF Advisors to provide incentives because it is not anticipated that the property tax increases would be significant enough to provide for much of the reimbursement needed to assist with the project. (The TIF Attorney does not anticipate very much TIF increment from this project).</p>
PUBLIC INFORMATION PROCESS	Project was briefly discussed at Joint Review Board meeting held on June 26, 2019.
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval
PROCUREMENT POLICY VERIFICATION	N/A

**REFERENCE DOCUMENTS
ATTACHED**

TIF Redevelopment/forgivable loan agreement,
ordinance.

CITY OF KEWANEE, ILLINOIS

ORDINANCE NO. __3974__

KEWANEE DOWNTOWN TAX INCREMENT FINANCING DISTRICT

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TAX INCREMENT FINANCING
(TIF) DISTRICT REDEVELOPMENT AGREEMENT**

by and between

THE CITY OF KEWANEE, HENRY COUNTY, ILLINOIS

and

DOOLEY BROS. PLUMBING & HEATING, INC.

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF KEWANEE, HENRY COUNTY, ILLINOIS
ON THE 22ND DAY OF JULY, 2019.**

CITY OF KEWANEE, ILLINOIS: ORDINANCE NO. _____

KEWANEE DOWNTOWN TIF DISTRICT

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TAX INCREMENT FINANCING
(TIF) DISTRICT REDEVELOPMENT AGREEMENT**

by and between

THE CITY OF KEWANEE

and

DOOLEY BROS. PLUMBING & HEATING, INC.

The Mayor and City Council of the City of Kewanee, Henry County, Illinois (the “City”), have determined that this Redevelopment Agreement is in the best interest of the citizens of the City of Kewanee.

THEREFORE, be it ordained by the Mayor and City Council of Kewanee, Illinois, in the County of Henry, as follows:

1. The TIF Redevelopment Agreement with Dooley Bros. Plumbing & Heating, Inc. (the “Developer”) attached hereto as ***Exhibit A*** is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Redevelopment Agreement and the City Clerk of the City of Kewanee is hereby authorized and directed to attest such execution.
3. The Redevelopment Agreement shall be effective the date of its approval on the 22nd day of July, 2019.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

[the remainder of this page is intentionally blank]

PASSED APPROVED AND ADOPTED by the Mayor and City Council of the City of Kewanee this 22nd day of July, 2019.

MAYOR AND CITY COUNCIL	AYE VOTE	NAY VOTE	ABSTAIN	ABSENT
Chris Colomer				
Mike Komnick				
Mike Yaklich				
Steve Faber				
Gary Moore, Mayor				

APPROVED: _____, Date ____/ ____ / 2019
Mayor

ATTEST: _____, Date: ____/ ____ / 2019
City Clerk, City of Kewanee

Attachment: **EXHIBIT A.** Redevelopment Agreement by and between the City of Kewanee and Dooley Bros. Plumbing & Heating, Inc.

EXHIBIT A

**TAX INCREMENT FINANCING
(TIF) DISTRICT REDEVELOPMENT AGREEMENT**

by and between

THE CITY OF KEWANEE

and

DOOLEY BROS. PLUMBING & HEATING, INC.

**TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

CITY OF KEWANEE, HENRY COUNTY, ILLINOIS

and

DOOLEY BROS. PLUMBING & HEATING, INC.

KEWANEE DOWNTOWN TAX INCREMENT FINANCING DISTRICT

JULY 22, 2019

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF KEWANEE
AND
DOOLEY BROS. PLUMBING & HEATING, INC.**

KEWANEE DOWNTOWN TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 22nd day of July, 2019, by the **City of Kewanee** (the “City”), an Illinois Municipal Corporation, Henry County, Illinois, and **Dooley Bros. Plumbing & Heating, Inc., an Illinois Corporation** (the “Developer”).

PREAMBLE

WHEREAS, the City has the authority to promote the health, safety, and welfare of the City and its citizens and to prevent the spread of blight and deterioration and inadequate public facilities by promoting the development of private property thereby increasing the tax base of the City and providing employment for its citizens; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, a municipality may appropriate and expend funds for economic development purposes, including without limitation for commercial enterprises that are deemed necessary or desirable for the promotions of economic development within the community; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.4 *et seq.*, as amended (the “Act”), the City has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owners for certain costs from resulting increases in real estate tax revenues; and

WHEREAS, on January 12, 2015, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or undeveloped, the City adopted Tax Increment Financing under the Act, approved a Redevelopment Plan and designated a Redevelopment Area known as the **Kewanee Downtown Tax Increment Financing District** (the “TIF District”); and

WHEREAS, one such property is owned by the Developer and located at 306 N. Tremont Street, Kewanee, Illinois, currently PIN # 20-33-137-006 (the “Property”) and said Property is in need of development and integral to the development of the TIF District; and

WHEREAS, the Developer owns said Property and is proceeding with plans to renovate and rehabilitate the roof, fascia, and downspouts of the commercial building located thereon (the “Project”) based upon incentives made available by the City; and

WHEREAS, it is the intent of the City to encourage economic development which will increase the real estate tax, which increased taxes will be used, in part, to finance incentives to assist this Developer’s Project; and

WHEREAS, the City has the authority under the Act to incur Redevelopment Project Costs (“Eligible

Project Costs”) and to reimburse Developer for such costs; and

WHEREAS, the Developer has requested that incentives for the development be provided by the City from incremental increases in real estate taxes of the City and its Project and that such incentives include the reimbursement of Eligible Project Costs; and

WHEREAS, the City has determined that this Project requires the incentives requested and that said Project will, as a part of the Plan, promote the health, safety and welfare of the City and its citizens by attracting private investment to prevent blight and deterioration, to develop underutilized property, and to provide employment for its citizens and generally to enhance the economy of the City; and

WHEREAS, the City and the Developer (the “Parties”) have agreed that the City shall provide a forgivable loan to the Developer for the reimbursement of the Developer’s TIF Eligible Project Costs (*Exhibit 2, “Promissory Note”*) of an amount not to exceed **Ten Thousand and No/100 Dollars (\$10,000.00)** to be paid from the Kewanee Downtown TIF District Special Tax Allocation Fund as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer’s TIF Eligible Project Costs under this Agreement exceed **Ten Thousand Dollars and No Cents (\$10,000.00)**; and

WHEREAS, the City is entering into this Agreement to induce the Developer to acquire the Property and complete the Project; and

WHEREAS, in consideration of the execution of this Agreement and in reliance thereon, the Developer has proceed with its plans to complete the Project as set forth herein.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement, and are to be construed as binding statements of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.

4. The Developer shall complete the Project within six (6) months from the date this Agreement is executed, subject to extension due to Force Majeure (defined below).
5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the “Kewanee Downtown TIF District” which includes the Developer’s Property. The City has approved certain Redevelopment Project Costs, including the types described in *Exhibit 1* for the Developer’s Project which shall be known as the **“Dooley Bros. Plumbing & Heating, Inc. Renovation Project”**.

C. INCENTIVES

In consideration for the Developer completing the Dooley Bros. Plumbing & Heating, Inc. Renovation Project, the City agrees to extend to Developer the following incentives to assist Developer’s Project:

1. The City agrees to loan to the Developer (also, the “Borrower”) by separate Promissory Note (attached hereto as ***Exhibit “2”***) the sum of **Ten Thousand Dollars (\$10,000.00)** from the Kewanee Downtown TIF District Special Tax Allocation Fund for TIF Eligible Project Costs incurred as a result of the Developer’s Project. The terms and conditions for the Loan shall be as follows:
 - a. The full Loan amount of \$10,000.00 shall be paid to the Developer from the Kewanee Downtown TIF District Special Tax Allocation Fund within thirty (30) days following the execution of this Agreement, or upon verification of a minimum of \$10,000 of TIF Eligible Project Costs pursuant to *Section E* below, whichever occurs later.
 - b. A separate Promissory Note is attached as ***Exhibit “2”***.
 - c. The interest rate for the Loan shall be Three Percent (3%) per annum, and shall begin to accrue on the date the Loan funds are dispersed to the Developer.
 - d. The term of the Loan shall expire on August 31, 2024.
 - e. One-fifth (1/5) of the principal of the Loan amount, plus any accrued interest thereon, shall be forgiven annually by the City commencing August 31, 2020 and continuing on August 31st of each year thereafter for the term of the Loan, provided the Developer has been at all times in full compliance with every term of this Agreement, including the following:
 - i. The Developer agrees to continually operate the Dooley Bros. Plumbing & Heating, Inc. business located on the Property.
 - ii. The Developer shall annually provide verification of the payment of the real estate taxes for the property.

- iii. The Developer does not file for bankruptcy or otherwise become insolvent.
- iv. The Property is not the subject of foreclosure proceedings.
- v. The Developer does not sell or otherwise convey the Property during the term of the Loan.
- vi. The Developer shall not file any challenge, appeal or similar action which seeks to reduce the equalized assessed value of the property.

D. LIMITATION OF INCENTIVES TO DEVELOPER

- 1. In no event, shall the maximum cumulative reimbursements for the Developer's TIF Eligible Project Costs pursuant to *Section C(1)* above exceed Ten Thousand Dollars and No Cents (\$10,000.00) as set forth herein.
- 2. It is not contemplated that, nor is the City obligated, to use any of its proportionate share of the monies generated by this Project for any of Developer's Eligible Project Costs, but rather the City shall use such sums for any purpose under the Act as it may in its sole discretion determine.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

- 1. Payment to the Developer for Eligible Project Costs as set forth by the Act shall be made by a Requisition for Payment of Private Development Redevelopment Costs ("Requisition") submitted from time to time to Jacob & Klein, Ltd. and the Economic Development Group, Ltd. (collectively the "Administrator") and subject to their approval of the costs and availability of funds in the Special Account.
- 2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors, or professionals together with mechanic's lien waivers (whether partial or full) from each of the parties entitled to a payment that is the subject of the Requisition as required by the City.
- 3. In order for the Developer to receive reimbursement of TIF Eligible Project Costs for costs it has incurred in any year as set forth in *paragraphs 1 and 2* above, the Developer must submit such proposed Eligible Project Costs to the City by March 1 of the following year. If there are no accumulated outstanding Eligible Project Costs previously submitted and approved by the City and if the Developer does not submit such proposed Eligible Project Costs by this deadline, the Developer will forfeit reimbursement of such costs from the prior year's real estate tax increment to be paid in the current year. Any approved Eligible Project Costs submitted after this deadline will be eligible for reimbursement from next year's real estate tax increment receipts.
- 4. Any real estate tax increment not required to be paid to the Developer under the terms of *paragraph 3* above shall be available to the City for any purpose set forth in the TIF Plan and allowed by the Act.
- 5. The Developer shall use such sums as reimbursement for TIF Eligible Project Costs only to the

extent permitted by law and the Act and may allocate such funds for any purpose for the Term of this Agreement or the term of the TIF District whichever is longer.

6. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator, the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.
7. All TIF Eligible Project Costs approved shall then be paid by the City from the TIF District Special Tax Allocation Fund to the Developer, or to others as directed by the Developer, pursuant to the Redevelopment Plan and as allowed by Illinois Law. The City shall pay such approved TIF Eligible Project Costs provided the Developer has satisfied the terms of this Agreement and costs which exceed the amount available in the TIF District Special Tax Allocation Fund to pay the Developer shall carry forward until paid without further action of the Developer. Payments shall be made within forty-five (45) days after approval of the TIF Eligible Project Costs subject to the terms of this Agreement and after receipt of the increment generated by the TIF District into the TIF District Special Tax Allocation Fund.
8. The Parties acknowledge that the determination of TIF Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The City has no obligation to the Developer to attempt to modify those decisions, but will reasonably assist the Developer in every respect to obtain approval of Eligible Project Costs.
9. The Developer may submit for prior approval by the City as TIF Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer to provide to the City as requested the following:
 - A. Copies of all **PAID** annual real estate tax bills for the Property.
2. The failure of Developer to provide any information required herein after notice from the City, including verification of Eligible Project Costs, and the continued failure to provide such information within thirty (30) days after such notice, shall be considered a material breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

G. LIMITED OBLIGATION

The City's obligation hereunder to pay the Developer for its TIF Eligible Project Costs is a limited obligation to be paid solely from the TIF District Special Tax Allocation Fund. Said obligation does not now and shall never constitute an indebtedness of the City within the meaning of any State of Illinois

constitutional or statutory provision, and shall not constitute or give rise to a pecuniary liability of the City or a charge or lien against any City fund or give rise to the City's general credit or taxing power.

H. LIMITED LIABILITY OF CITY TO OTHERS FOR DEVELOPER'S EXPENSES

There shall be no obligation by the City to make any payments to any person other than the Developer, nor shall the City be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to the Developer for the Project. This Agreement shall not create any third-party rights and the Developer shall indemnify and hold the City harmless on any claims arising out of the Developer's construction activities.

I. COOPERATION OF THE PARTIES

The City and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Project. This includes without limitation the City assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, or subsidy which may be available as the result of the Developer's or City's activities. This also includes without limitation the Developer assisting or sponsoring the City, or agreeing to jointly apply with the City, for any grant, award or subsidy which may be available as the result of the City's or Developer's activities.

J. DEFAULT; CURE; REMEDIES

In the event of a default under this Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other party (the "Non-defaulting Party") shall have an action for damages, or in the event damages would not fairly compensate the Non-defaulting Party's for the Defaulting Party's breach of this Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Agreement, it shall not be deemed to be in default under this Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any non-monetary covenant as and when it is required to under this Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying the nature of the default, provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, it shall not be deemed to be in default if it commences curing within such thirty (30) days period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

K. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete the Project within six (6) months following the execution of this Agreement. Failure to do so shall be cause for the City to declare the Developer in default and unilaterally terminate the Agreement. However, the Developer and the City

shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the City (or the City's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or the City.

L. ASSIGNMENT

The rights and obligations of the Developer under this Agreement shall not be assignable.

M. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing.

No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

N. SEVERABILITY

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

O. NOTICES

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

To Developer:

Dooley Bros. Plumbing & Heating, Inc.
c/o Chris Dooley, President
306 N. Tremont Street
Kewanee, Illinois 61443

To City:

City of Kewanee
City Clerk
401 E. Third Street
Kewanee, Illinois 61443
Telephone: (309) 852-2611

With copy to:

Jacob & Klein, Ltd.
Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, Illinois 61704
Telephone: (309)664-7777

P. SUCCESSORS IN INTEREST

Subject to the Provisions of *Section L* above, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

Q. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

Neither anything in this Agreement nor any acts of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such Parties.

R. INDEMNIFICATION OF CITY

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

S. ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Developer with respect to the subject matter hereof.

T. WARRANTY OF SIGNATORIES

The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

U. TERM OF THE AGREEMENT

This Agreement shall expire on August 31, 2024. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings or upon any other default by the Developer of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Kewanee, Illinois.

**CITY OF KEWANEE, ILLINOIS, an
Illinois Municipal Corporation.**

By: _____
Mayor

ATTEST:

City Clerk

**DEVELOPER:
DOOLEY BROS. PLUMBING &
HEATING, INC., an Illinois Corporation.**

By: _____

Name: _____

Title: _____

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**DOOLEY BROS. PLUMBING & HEATING, INC.
“Dooley Bros. Plumbing & Heating, Inc. Renovation Project”**

Kewanee Downtown TIF District, City of Kewanee, Henry County, Illinois

Project Description: Developer owns the Property and is proceeding with plans to renovate and rehabilitate the roof, fascia, and downspouts of the commercial building located thereon.

Location: 306 N. Tremont Street, Kewanee, Illinois

Parcel Number: 20-33-137-006

Estimated TIF Eligible Project Costs:

Rehabilitation and Renovation Costs \$10,000

Total *Estimated* Eligible Project Costs \$10,000

*The Developer’s total reimbursement of TIF Eligible Project Costs under *Section C* of the Agreement shall not exceed **\$10,000.00**.

EXHIBIT 2

PROMISSORY NOTE

PROMISSORY NOTE

FOR VALUE RECEIVED, Dooley Bros. Plumbing & Heating, Inc., an Illinois Corporation (the "Borrower"), promises to pay the City of Kewanee, Henry County, Illinois, an Illinois Municipal Corporation ("Lender") the principal sum of Ten Thousand Dollars (\$10,000.00) with interest accruing on the unpaid principal at the rate of three percent (3%) per annum. The aforementioned principal sum represents monies loaned by the Lender to the Borrower for the reimbursement of Borrower's TIF Eligible Project Costs, specifically redevelopment project costs, incurred as a result of a Redevelopment Project located at 306 N. Tremont Street, Kewanee, Illinois (PIN # 20-33-137-006) (the "Property"), within the Redevelopment Project Area and that is the subject of a Tax Increment Financing District Redevelopment Agreement between the City of Kewanee and Dooley Bros. Plumbing & Heating, Inc. (the "Redevelopment Agreement") entered into the 22nd day of July, 2019.

The term of this Promissory Note shall commence on the date the Redevelopment Agreement is executed between the Borrower and the Lender and end on August 31, 2024.

Provided that the Borrower is at all times in compliance with the Redevelopment Agreement and this Promissory Note, One-Fifth (1/5) of the principal balance of \$10,000.00, plus any accrued interest thereon, shall be forgiven by the Lender each year during the term of this Promissory Note, with the first date of forgiveness being August 31, 2020 and continuing on August 31st of each year thereafter for the term of this Promissory Note. Provided that the Borrower does not Default or otherwise breach this Promissory Note or the Redevelopment Agreement, the full principal amount of this Promissory Note, plus any accrued interest thereon, shall be forgiven on the expiration of this Promissory Note.

The Borrower shall be deemed in Default of this Promissory Note, if the Borrower:

- 1) The Borrower fails to continually operate the Dooley Bros. Plumbing & Heating business located on the Property for the Term of the Promissory Note;
- 2) Sells or otherwise conveys the subject Property during the term of this Promissory Note;
- 3) Files for bankruptcy or otherwise becomes insolvent during the term of this Promissory Note;
- 4) Fails to provide annual verification that the ad valorem real estate taxes for the subject Property have been paid;
- 5) If the Property becomes the subject of foreclosure proceedings;
- 6) If the Developer files any challenge, appeal or similar action which seeks to reduce the equalized assessed value of the Property.

In the event the Borrower is in Default under the terms of this Promissory Note or the Redevelopment Agreement and does not cure said default or breach on or before the thirtieth (30th) day after Lender gives Borrower written notice of Default thereof by personal delivery or certified mailing, the outstanding principal amount, plus any accrued interest thereon, is immediately due to the Lender and the Lender shall be entitled to all remedies permitted by law. Notice shall be deemed given on the date of personal delivery or date of mailing, whichever applies. No delay or failure in giving notice of said Default or breach shall constitute a waiver of the right of the Lender to exercise said right in the event of a subsequent or continuing Default or breach. Furthermore, in the event of such Default or breach, Borrower promises to reimburse Lender for all collection and/or litigation costs incurred by the City, including reasonable attorney fees and court costs, whether judgment is rendered or not.

This Promissory Note has been entered into and shall be performed in the City of Kewanee, Henry County, Illinois, and shall be construed in accordance with the laws of Illinois and any applicable federal statutes or regulations of the United States. Any claims or disputes concerning this Note shall, at the sole election of the Lender, be adjudicated in Henry County, Illinois.

BORROWER:

DOOLEY BROS. PLUMBING &
HEATING, INC.

BY:_____

NAME:_____

TITLE:_____

LENDER:

CITY OF KEWANEE

BY:_____
Mayor, City of Kewanee

ATTEST:_____
City Clerk, City of Kewanee

DATE:_____

EXHIBIT 3

**CITY OF KEWANEE, ILLINOIS
KEWANEE DOWNTOWN TIF DISTRICT**

**PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY
DOOLEY BROS. PLUMBING & HEATING, INC.**

Date_____

Attention: City TIF Administrator, City of Kewanee, Illinois

Re: TIF Redevelopment Agreement, dated July 22, 2019
by and between the City of Kewanee, Illinois, and Dooley Bros. Plumbing & Heating, Inc. (the
“Developer”)

The City of Kewanee is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the following amount(s), to the Developer and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: Dooley Bros. Plumbing & Heating, Inc.
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in ***Exhibit “1”*** of the Redevelopment Agreement.

5. The undersigned certifies and swears under oath that the following statements are true and correct:
- (i) the amounts included in (3) above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect; and
 - (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for TIF Eligible Redevelopment Project Costs; and
 - (iii) the expenditures for which amounts are requested represent proper Redevelopment Project Costs as identified in the "Limitation of Incentives to Developer" described in *Section "D"* of the Redevelopment Agreement: have not been included in any previous Request for Reimbursement; have been properly recorded on the Developer's books; are set forth with invoices attached for all sums for which reimbursement is requested; and proof of payment of the invoices; and
 - (iv) the amounts requested are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs; and
 - (v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

Any violation of this oath shall constitute a default of the Redevelopment Agreement and shall be cause for the City to unilaterally terminate the Redevelopment Agreement.

6. Attached to this Request for Reimbursement is ***Exhibit "1"*** of the Redevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

BY: _____ (Developer)

TITLE: _____

CITY OF KEWANEE, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

JACOB & KLEIN, LTD. & THE ECONOMIC DEVELOPMENT GROUP, LTD.

BY: _____

TITLE: _____ DATE: _____

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	July 22, 2019	
RESOLUTION OR ORDINANCE NUMBER	Ordinance # 3975	
AGENDA TITLE	Consideration of an Ordinance approving and authorizing the Execution of a Tax Increment Financing (TIF) District Development agreement between the City of Kewanee and Dale Mathews (D.B.A) The Broken Chimney)	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Gary Bradley, City Manager	
FISCAL INFORMATION	Cost as recommended:	\$20,000
	Budget Line Item:	44-84E-919
	Balance Available	\$52,000 *
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Provides economic incentives for improvements to the building at 618 South Tenney Street.	
BACKGROUND	Dooley Brothers Plumbing has completed the TIF Incentive application for the replacement of the roof on their building. Our TIF Attorney at Jacob & Klein has reviewed the application and determined there to be sufficient eligible project costs to merit consideration of this project.	

SPECIAL NOTES	We budgeted \$52,000 based on last year's activity, but have a fund balance of \$409,191 and anticipate in excess of \$196,000 to be added this year through property taxes and interest, making the total available for eligible expenses in excess of \$605,000, with only a handful of recurring payments made through long-term TIF agreements.
ANALYSIS	<p>Similar to previously approved TIF Agreements, the proposed use of TIF revenues serves in the retention and expansion of an existing business; in this case a small business that has been in Kewanee for just a few months, but also supporting the recent remodeling of a commercial building and the planned addition of more retail space in other outparcels. The owner of the building has made significant improvements to the property and has additional improvements planned, as well.</p> <p>The proposed reimbursement agreement would mimic the terms of the previous agreements approved in the Downtown TIF for other businesses incorporating both a forgivable loan and a reimbursement from increment generated specifically from the property. The loan would be forgiven over the period of five years provided that the business operates on the premises for those five years.</p>
PUBLIC INFORMATION PROCESS	Project was briefly discussed at Joint Review Board meeting held on June 26, 2019.
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval
PROCUREMENT POLICY VERIFICATION	N/A
REFERENCE DOCUMENTS ATTACHED	TIF Redevelopment/forgivable loan agreement, ordinance.

CITY OF KEWANEE, ILLINOIS

ORDINANCE NO. __3975_____

KEWANEE DOWNTOWN TAX INCREMENT FINANCING DISTRICT

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TAX INCREMENT FINANCING
(TIF) DISTRICT REDEVELOPMENT AGREEMENT**

by and between

THE CITY OF KEWANEE, HENRY COUNTY, ILLINOIS

and

**DALE MATTHEWS
(D.B.A. THE BROKEN CHIMNEY)**

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF KEWANEE, HENRY COUNTY, ILLINOIS
ON THE 22ND DAY OF JULY, 2019.**

CITY OF KEWANEE, ILLINOIS: ORDINANCE NO. _____

KEWANEE DOWNTOWN TIF DISTRICT

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TAX INCREMENT FINANCING
(TIF) DISTRICT REDEVELOPMENT AGREEMENT**

by and between

THE CITY OF KEWANEE

and

**DALE MATTHEWS
(D.B.A. THE BROKEN CHIMNEY)**

The Mayor and City Council of the City of Kewanee, Henry County, Illinois (the “City”), have determined that this Redevelopment Agreement is in the best interest of the citizens of the City of Kewanee.

THEREFORE, be it ordained by the Mayor and City Council of Kewanee, Illinois, in the County of Henry, as follows:

1. The TIF Redevelopment Agreement with Dale Matthews (the “Developer”) attached hereto as ***Exhibit A*** is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Redevelopment Agreement and the City Clerk of the City of Kewanee is hereby authorized and directed to attest such execution.
3. The Redevelopment Agreement shall be effective the date of its approval on the 22nd day of July, 2019.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

[the remainder of this page is intentionally blank]

PASSED APPROVED AND ADOPTED by the Mayor and City Council of the City of Kewanee this 22nd day of July, 2019.

MAYOR AND CITY COUNCIL	AYE VOTE	NAY VOTE	ABSTAIN	ABSENT
Chris Colomer				
Mike Komnick				
Mike Yaklich				
Steve Faber				
Gary Moore, Mayor				

APPROVED: _____, Date ____/ ____ / 2019
Mayor

ATTEST: _____, Date: ____/ ____ / 2019
City Clerk, City of Kewanee

Attachment: **EXHIBIT A.** Redevelopment Agreement by and between the City of Kewanee and Dale Matthews.

EXHIBIT A

**TAX INCREMENT FINANCING
(TIF) DISTRICT REDEVELOPMENT AGREEMENT**

by and between

THE CITY OF KEWANEE

and

**DALE MATTHEWS
(D.B.A. THE BROKEN CHIMNEY)**

**TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

CITY OF KEWANEE, HENRY COUNTY, ILLINOIS

and

**DALE MATTHEWS
(D.B.A. THE BROKEN CHIMNEY)**

KEWANEE DOWNTOWN TAX INCREMENT FINANCING DISTRICT

JULY 22, 2019

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF KEWANEE
AND
DALE MATTHEWS
(D.B.A. THE BROKEN CHIMNEY)**

KEWANEE DOWNTOWN TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 22nd day of July, 2019, by the **City of Kewanee** (the “City”), an Illinois Municipal Corporation, Henry County, Illinois, and **Dale Matthews, d.b.a. The Broken Chimney** (the “Developer”).

PREAMBLE

WHEREAS, the City has the authority to promote the health, safety, and welfare of the City and its citizens and to prevent the spread of blight and deterioration and inadequate public facilities by promoting the development of private property thereby increasing the tax base of the City and providing employment for its citizens; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, a municipality may appropriate and expend funds for economic development purposes, including without limitation for commercial enterprises that are deemed necessary or desirable for the promotions of economic development within the community; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.4 *et seq.*, as amended (the “Act”), the City has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owners for certain costs from resulting increases in real estate tax revenues; and

WHEREAS, on January 12, 2015, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or undeveloped, the City adopted Tax Increment Financing under the Act, approved a Redevelopment Plan and designated a Redevelopment Area known as the **Kewanee Downtown Tax Increment Financing District** (the “TIF District”); and

WHEREAS, one such property is owned by the Developer and located at 618 S. Tenney Street, Kewanee, Illinois, currently PIN # 25-04-480-016 (the “Property”) and said Property is in need of development and integral to the development of the TIF District; and

WHEREAS, the Developer owns said Property and is proceeding with plans to renovate and rehabilitate the parking lot located thereon (the “Project”) based upon incentives made available by the City; and

WHEREAS, it is the intent of the City to encourage economic development which will increase the real estate tax, which increased taxes will be used, in part, to finance incentives to assist this Developer’s Project; and

WHEREAS, the City has the authority under the Act to incur Redevelopment Project Costs (“Eligible

Project Costs”) and to reimburse Developer for such costs; and

WHEREAS, the Developer has requested that incentives for the development be provided by the City from incremental increases in real estate taxes of the City and its Project and that such incentives include the reimbursement of Eligible Project Costs; and

WHEREAS, the City has determined that this Project requires the incentives requested and that said Project will, as a part of the Plan, promote the health, safety and welfare of the City and its citizens by attracting private investment to prevent blight and deterioration, to develop underutilized property, and to provide employment for its citizens and generally to enhance the economy of the City; and

WHEREAS, the City and the Developer (the “Parties”) have agreed that the City shall provide a forgivable loan to the Developer for the reimbursement of the Developer’s TIF Eligible Project Costs (*Exhibit 2, “Promissory Note”*) of an amount not to exceed **Ten Thousand and No/100 Dollars (\$10,000.00)** to be paid from the Kewanee Downtown TIF District Special Tax Allocation Fund as specified below in *Section C, Incentives*; and

WHEREAS, the City also agrees to reimburse the Developer **Fifty Percent (50%)** of the annual “net” real estate tax increment generated by the Developer’s Project as additional reimbursement for the Developer’s TIF Eligible Project Costs not to exceed Ten Thousand Dollars (\$10,000.00) pursuant to *Section C* below; and

WHEREAS, in no event shall the cumulative maximum reimbursements for the Developer’s TIF Eligible Project Costs under this Agreement exceed **Twenty Thousand Dollars and No Cents (\$20,000.00)**; and

WHEREAS, the City is entering into this Agreement to induce the Developer to acquire the Property and complete the Project; and

WHEREAS, in consideration of the execution of this Agreement and in reliance thereon, the Developer has proceed with its plans to complete the Project as set forth herein.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement, and are to be construed as binding statements of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of

the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.

4. The Developer shall complete the Project within six (6) months from the date this Agreement is executed, subject to extension due to Force Majeure (defined below).
5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the “Kewanee Downtown TIF District” which includes the Developer’s Property. The City has approved certain Redevelopment Project Costs, including the types described in *Exhibit 1* for the Developer’s Project which shall be known as the **“The Broken Chimney Renovation Project”**.

C. INCENTIVES

In consideration for the Developer completing the The Broken Chimney Renovation Project, the City agrees to extend to Developer the following incentives to assist Developer’s Project:

1. The City agrees to loan to the Developer (also, the “Borrower”) by separate Promissory Note (attached hereto as ***Exhibit “2”***) the sum of **Ten Thousand Dollars (\$10,000.00)** from the Kewanee Downtown TIF District Special Tax Allocation Fund for TIF Eligible Project Costs incurred as a result of the Developer’s Project. The terms and conditions for the Loan shall be as follows:
 - a. The full Loan amount of \$10,000.00 shall be paid to the Developer from the Kewanee Downtown TIF District Special Tax Allocation Fund within thirty (30) days following the execution of this Agreement, or upon verification of a minimum of \$10,000 of TIF Eligible Project Costs pursuant to *Section E* below, whichever occurs later.
 - b. A separate Promissory Note is attached as ***Exhibit “2”***.
 - c. The interest rate for the Loan shall be Three Percent (3%) per annum, and shall begin to accrue on the date the Loan funds are dispersed to the Developer.
 - d. The term of the Loan shall expire on August 31, 2024.
 - e. One-fifth (1/5) of the principal of the Loan amount, plus any accrued interest thereon, shall be forgiven annually by the City commencing August 31, 2020 and continuing on August 31st of each year thereafter for the term of the Loan, provided the Developer has been at all times in full compliance with every term of this Agreement, including the following:

- i. The Developer agrees to continually operate The Broken Chimney restaurant located on the Property.
 - ii. The Developer shall annually provide verification of the payment of the real estate taxes for the property.
 - iii. The Developer does not file for bankruptcy or otherwise become insolvent.
 - iv. The Property is not the subject of foreclosure proceedings.
 - v. The Developer does not sell or otherwise convey the Property during the term of the Loan.
 - vi. The Developer shall not file any challenge, appeal or similar action which seeks to reduce the equalized assessed value of the property.
2. The City further agrees to reimburse the Developer **Fifty Percent (50%)** of the annual “net” incremental increase in real estate tax generated over the base year by the Developer’s Project for the reimbursement of the Developer’s TIF Eligible Project Costs (**Exhibit “1”**). Said reimbursements shall commence with the real estate tax increment derived from the real estate taxes assessed in year 2018 and paid in 2019, and continue for the current remaining life of the TIF District, which is tax year 2037 with final payment received in 2038, or until all TIF Eligible Project Costs as described in Exhibit “1” are fully reimbursed, not to exceed a total of **Ten Thousand Dollars (\$10,000.00)**, whichever occurs first. These funds are to be allocated to and when collected shall be paid to the City Treasurer for deposit in a separate account within the Special Tax Allocation Fund for the Kewanee Downtown TIF District designated as “The Broken Chimney Special Account” (the “Special Account”). All monies deposited into the Special Account shall be used exclusively by the City for the purposes set forth in this Agreement.
- a. “Net” real estate tax increment is defined as increases in annual real estate tax increment derived from the Developer’s Project after payment of the proportionate amount of administrative fees and costs incurred by the City and payments pursuant to TIF District Intergovernmental Agreements, if any. The Developer’s proportionate amount is calculated by dividing the increment generated by the Developer’s Project by the total TIF District increment.
3. In no event shall the total cumulative reimbursements for the Developer’s TIF Eligible Project Costs pursuant to *Sections C(1) and C(2)* above exceed **Twenty Thousand Dollars and No Cents (\$20,000.00)**.

D. LIMITATION OF INCENTIVES TO DEVELOPER

- 1. In no event, shall the maximum cumulative reimbursements for the Developer’s TIF Eligible Project Costs pursuant to *Sections C(1) and C(2)* above exceed Twenty Thousand Dollars and No Cents (\$20,000.00) as set forth herein.

2. It is not contemplated that, nor is the City obligated, to use any of its proportionate share of the monies generated by this Project for any of Developer's Eligible Project Costs, but rather the City shall use such sums for any purpose under the Act as it may in its sole discretion determine.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for Eligible Project Costs as set forth by the Act shall be made by a Requisition for Payment of Private Development Redevelopment Costs ("Requisition") submitted from time to time to Jacob & Klein, Ltd. and the Economic Development Group, Ltd. (collectively the "Administrator") and subject to their approval of the costs and availability of funds in the Special Account.
2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors, or professionals together with mechanic's lien waivers (whether partial or full) from each of the parties entitled to a payment that is the subject of the Requisition as required by the City.
3. In order for the Developer to receive reimbursement of TIF Eligible Project Costs for costs it has incurred in any year as set forth in *paragraphs 1 and 2* above, the Developer must submit such proposed Eligible Project Costs to the City by March 1 of the following year. If there are no accumulated outstanding Eligible Project Costs previously submitted and approved by the City and if the Developer does not submit such proposed Eligible Project Costs by this deadline, the Developer will forfeit reimbursement of such costs from the prior year's real estate tax increment to be paid in the current year. Any approved Eligible Project Costs submitted after this deadline will be eligible for reimbursement from next year's real estate tax increment receipts.
4. Any real estate tax increment not required to be paid to the Developer under the terms of *paragraph 3* above shall be available to the City for any purpose set forth in the TIF Plan and allowed by the Act.
5. The Developer shall use such sums as reimbursement for TIF Eligible Project Costs only to the extent permitted by law and the Act and may allocate such funds for any purpose for the Term of this Agreement or the term of the TIF District whichever is longer.
6. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator, the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.
7. All TIF Eligible Project Costs approved shall then be paid by the City from the TIF District Special Tax Allocation Fund to the Developer, or to others as directed by the Developer, pursuant to the Redevelopment Plan and as allowed by Illinois Law. The City shall pay such approved TIF Eligible Project Costs provided the Developer has satisfied the terms of this Agreement and costs which exceed the amount available in the TIF District Special Tax Allocation Fund to pay the Developer shall carry forward until paid without further action of the Developer. Payments shall be made within forty-five (45) days after approval of the TIF Eligible

Project Costs subject to the terms of this Agreement and after receipt of the increment generated by the TIF District into the TIF District Special Tax Allocation Fund.

8. The Parties acknowledge that the determination of TIF Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The City has no obligation to the Developer to attempt to modify those decisions, but will reasonably assist the Developer in every respect to obtain approval of Eligible Project Costs.
9. The Developer may submit for prior approval by the City as TIF Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer to provide to the City as requested the following:
 - A. Copies of all **PAID** annual real estate tax bills for the Property.
2. The failure of Developer to provide any information required herein after notice from the City, including verification of Eligible Project Costs, and the continued failure to provide such information within thirty (30) days after such notice, shall be considered a material breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

G. LIMITED OBLIGATION

The City's obligation hereunder to pay the Developer for its TIF Eligible Project Costs is a limited obligation to be paid solely from the TIF District Special Tax Allocation Fund. Said obligation does not now and shall never constitute an indebtedness of the City within the meaning of any State of Illinois constitutional or statutory provision, and shall not constitute or give rise to a pecuniary liability of the City or a charge or lien against any City fund or give rise to the City's general credit or taxing power.

H. LIMITED LIABILITY OF CITY TO OTHERS FOR DEVELOPER'S EXPENSES

There shall be no obligation by the City to make any payments to any person other than the Developer, nor shall the City be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to the Developer for the Project. This Agreement shall not create any third-party rights and the Developer shall indemnify and hold the City harmless on any claims arising out of the Developer's construction activities.

I. COOPERATION OF THE PARTIES

The City and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Project. This includes without limitation the City assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, or subsidy which may be available as the result of the Developer's or City's activities. This also includes

without limitation the Developer assisting or sponsoring the City, or agreeing to jointly apply with the City, for any grant, award or subsidy which may be available as the result of the City's or Developer's activities.

J. DEFAULT; CURE; REMEDIES

In the event of a default under this Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other party (the "Non-defaulting Party") shall have an action for damages, or in the event damages would not fairly compensate the Non-defaulting Party's for the Defaulting Party's breach of this Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Agreement, it shall not be deemed to be in default under this Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any non-monetary covenant as and when it is required to under this Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying the nature of the default, provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, it shall not be deemed to be in default if it commences curing within such thirty (30) days period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

K. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete the Project within six (6) months following the execution of this Agreement. Failure to do so shall be cause for the City to declare the Developer in default and unilaterally terminate the Agreement. However, the Developer and the City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the City (or the City's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or the City.

L. ASSIGNMENT

The rights and obligations of the Developer under this Agreement shall not be assignable.

M. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing.

No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

N. SEVERABILITY

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

O. NOTICES

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

To Developer:

Dale Matthews
d.b.a. The Broken Chimney
PO Box 107
Princeville, Illinois 61559

To City:

City of Kewanee
City Clerk
401 E. Third Street
Kewanee, Illinois 61443
Telephone: (309) 852-2611

With copy to:

Jacob & Klein, Ltd.
Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, Illinois 61704
Telephone: (309)664-7777

P. SUCCESSORS IN INTEREST

Subject to the Provisions of *Section L* above, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

Q. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

Neither anything in this Agreement nor any acts of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such Parties.

R. INDEMNIFICATION OF CITY

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement

for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

S. ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Developer with respect to the subject matter hereof.

T. WARRANTY OF SIGNATORIES

The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

U. TERM OF THE AGREEMENT

This Agreement shall expire on August 31, 2024. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings or upon any other default by the Developer of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Kewanee, Illinois.

**CITY OF KEWANEE, ILLINOIS, an
Illinois Municipal Corporation.**

**DEVELOPER:
DALE MATTHEWS, d.b.a. The Broken
Chimney.**

By: _____
Mayor

By: _____
Dale Matthews

ATTEST:

City Clerk

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**Dale Matthews
“The Broken Chimney Renovation Project”**

Kewanee Downtown TIF District, City of Kewanee, Henry County, Illinois

Project Description: Developer owns the Property and is proceeding with plans to renovate
and rehabilitate the parking lot located thereon.

Location: 618 S. Tenney Street, Kewanee, Illinois

Parcel Number: 25-04-480-016

Estimated TIF Eligible Project Costs:

Rehabilitation and Renovation Costs \$84,000

Total *Estimated* Eligible Project Costs \$84,000

*The Developer’s total reimbursement of TIF Eligible Project Costs under *Sections C(1) and C(2)* of the Agreement shall not exceed **\$20,000.00**.

EXHIBIT 2

PROMISSORY NOTE

PROMISSORY NOTE

FOR VALUE RECEIVED, Dale Matthews (the “Borrower”), promises to pay the City of Kewanee, Henry County, Illinois, an Illinois Municipal Corporation (“Lender”) the principal sum of Ten Thousand Dollars (\$10,000.00) with interest accruing on the unpaid principal at the rate of three percent (3%) per annum. The aforementioned principal sum represents monies loaned by the Lender to the Borrower for the reimbursement of Borrower’s TIF Eligible Project Costs, specifically redevelopment project costs, incurred as a result of a Redevelopment Project located at 618 S. Tenney, Kewanee, Illinois (PIN # 25-04-480-016) (the “Property”), within the Redevelopment Project Area and that is the subject of a Tax Increment Financing District Redevelopment Agreement between the City of Kewanee and Dale Matthews (the “Redevelopment Agreement”) entered into the 22nd day of July, 2019.

The term of this Promissory Note shall commence on the date the Redevelopment Agreement is executed between the Borrower and the Lender and end on August 31, 2024.

Provided that the Borrower is at all times in compliance with the Redevelopment Agreement and this Promissory Note, One-Fifth (1/5) of the principal balance of \$10,000.00, plus any accrued interest thereon, shall be forgiven by the Lender each year during the term of this Promissory Note, with the first date of forgiveness being August 31, 2020 and continuing on August 31st of each year thereafter for the term of this Promissory Note. Provided that the Borrower does not Default or otherwise breach this Promissory Note or the Redevelopment Agreement, the full principal amount of this Promissory Note, plus any accrued interest thereon, shall be forgiven on the expiration of this Promissory Note.

The Borrower shall be deemed in Default of this Promissory Note, if the Borrower:

- 1) The Borrower fails to continually operate The Broken Chimney restaurant located on the Property for the Term of the Promissory Note;
- 2) Sells or otherwise conveys the subject Property during the term of this Promissory Note;
- 3) Files for bankruptcy or otherwise becomes insolvent during the term of this Promissory Note;
- 4) Fails to provide annual verification that the ad valorem real estate taxes for the subject Property have been paid;
- 5) If the Property becomes the subject of foreclosure proceedings;
- 6) If the Developer files any challenge, appeal or similar action which seeks to reduce the equalized assessed value of the Property.

In the event the Borrower is in Default under the terms of this Promissory Note or the Redevelopment Agreement and does not cure said default or breach on or before the thirtieth (30th) day after Lender gives Borrower written notice of Default thereof by personal delivery or certified mailing, the outstanding principal amount, plus any accrued interest thereon, is immediately due to the Lender and the Lender shall be entitled to all remedies permitted by law. Notice shall be deemed given on the date of personal delivery or date of mailing, whichever applies. No delay or failure in giving notice of said Default or breach shall constitute a waiver of the right of the Lender to exercise said right in the event of a subsequent or continuing Default or breach. Furthermore, in the event of such Default or breach, Borrower promises to reimburse Lender for all collection and/or litigation costs incurred by the City, including reasonable attorney fees and court costs, whether judgment is rendered or not.

This Promissory Note has been entered into and shall be performed in the City of Kewanee, Henry County, Illinois, and shall be construed in accordance with the laws of Illinois and any applicable federal statutes or regulations of the United States. Any claims or disputes concerning this Note shall, at the sole election of the Lender, be adjudicated in Henry County, Illinois.

BORROWER:

DALE MATTHEWS

BY: _____
Dale Matthews

DATE: _____

LENDER:

CITY OF KEWANEE

BY: _____
Mayor, City of Kewanee

ATTEST: _____
City Clerk, City of Kewanee

DATE: _____

EXHIBIT 3

**CITY OF KEWANEE, ILLINOIS
KEWANEE DOWNTOWN TIF DISTRICT**

**PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT**

**BY
DALE MATTHEWS D.B.A. THE BROKEN CHIMNEY**

Date_____

Attention: City TIF Administrator, City of Kewanee, Illinois

Re: TIF Redevelopment Agreement, dated July 22, 2019
by and between the City of Kewanee, Illinois, and Dale Matthews (the “Developer”)

The City of Kewanee is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the following amount(s), to the Developer and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: Dale Matthews
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in ***Exhibit “1”*** of the Redevelopment Agreement.
5. The undersigned certifies and swears under oath that the following statements are true and correct:

- (i) the amounts included in (3) above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect; and
- (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for TIF Eligible Redevelopment Project Costs; and
- (iii) the expenditures for which amounts are requested represent proper Redevelopment Project Costs as identified in the "Limitation of Incentives to Developer" described in *Section "D"* of the Redevelopment Agreement: have not been included in any previous Request for Reimbursement; have been properly recorded on the Developer's books; are set forth with invoices attached for all sums for which reimbursement is requested; and proof of payment of the invoices; and
- (iv) the amounts requested are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs; and
- (v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

Any violation of this oath shall constitute a default of the Redevelopment Agreement and shall be cause for the City to unilaterally terminate the Redevelopment Agreement.

6. Attached to this Request for Reimbursement is ***Exhibit "1"*** of the Redevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

BY: _____ (Developer)

TITLE: _____

CITY OF KEWANEE, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

JACOB & KLEIN, LTD. & THE ECONOMIC DEVELOPMENT GROUP, LTD.

BY: _____

TITLE: _____ DATE: _____

RESOLUTION NO. #5178

A resolution authorizing the Chief of Police to Execute an Amended Intergovernmental Cooperation Agreement

WHEREAS, on June 10, 2019 the City Council approved Resolution 5169 authorizing the execution of the Henry County Intergovernmental Agreement to help curb both Human Trafficking and Drug Trafficking; and

WHEREAS, one of the parties of the agreement insisted on changing a word contained within the approved agreement.

NOW, THEREFORE, be it resolved as follows:

Section 1 The Chief of Police is authorized to execute an amended intergovernmental agreement.

Section 2 Words added to the agreement are shown by Underline. Words deleted from the agreement are shown by ~~Strikethrough~~.

1. Section 1-9 Language will be changed to read the following:

~~Only~~ All those Henry County Trafficking Enforcement Group agencies considered to be Group members for distribution purposes shall be eligible for distribution. An agency shall be deemed to be a member agency eligible for distribution beginning when the agency:

Section 3 This Resolution shall be in full force and effective immediately upon its passage and approval as provided by law.

Adopted by the Council of the City of Kewanee, Illinois this 22nd day of July, 2019.

ATTEST:

Rabecka Jones, City Clerk

Gary Moore, Mayor

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Gary Moore				
Council Member Mike Komnick				
Council Member Chris Colomer				
Council Member Steve Faber				
Council Member Michael Yaklich				

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement which is evidenced by the authorized signature of Chief Troy Ainley.

Dated this _____ Day of _____, 2019

Kewanee Police Department