



CITY COUNCIL MEETING

Council Chambers

401 E Third Street

Kewanee, Illinois 61443

Closed Session starting at 6:30p.m.

Open Meeting starting at 7:00 p.m.

Monday, May 11th, 2020

Posted by 6:00 p.m. May 8th, 2020

1. Call to Order
2. Roll Call
3. Closed Session to discuss Section 2 (c) (5) - includes general discussion of whether land should be purchased or leased by the public body; Section 2 (c) (1) - employee hiring, firing, compensation, discipline and performance.
4. Adjourn
5. Return to Regular Session
6. Call to Order
7. Roll Call
8. Pledge of Allegiance
9. Consent Agenda
 - a. Approval of Minutes
 - b. Payroll
 - c. Staff Reports
 - d. Approval of a Request for Signage by Betty's Garden
10. Presentation of Bills and Claims
11. Public Participation
12. Business:
 - a) **Consideration of a Resolution #5216** Authorizing the City Manager, or his designee, to execute a renewal to the agreement with Neponset Fire protection district for the provision of ambulance service.
 - b) **Consideration a Resolution #5217** to award demolition work at 620 E. 11th St. to Martin Bros. Co., Inc.
 - c) **Consideration of a Resolution #5218** to affirm the Mayor's recommendation for appointments to various commissions and boards.
 - d) **Consideration of a Resolution #5219** accepting the Quotation from BEA Britton Electronics and Automation, Inc. to replace the Scada system at the North and South Water Treatment Plants.
 - e) **Consideration of an Ordinance #4006** Directing the sale of excess real estate located at 1119 Rose St.
 - f) **Consideration of a Resolution #5220** Committing funds from the revolving loan fund of the city of Kewanee to Walter's Jewelers.
 - g) **Consideration of a Resolution # 5207** to authorize the City Manager to execute a right of way agreement with Cambridge Telecommunications Services, Inc. for high speed internet service.

13. Council Communications:

14. Announcements:

15. Adjournment:



MEMORANDUM

Date: May 8, 2020
From: Gary Bradley, City Manager
To: Mayor & Council
RE: Council Meeting of **Monday, May 11, 2020**

CLOSED MEETING AT 6:30 P.M.
REGULAR MEETING AT 7:00 P.M.

1. **Alternative Operations and Return to Normalcy**—The City is phasing in the return to our full array of services in the area of sanitation. Opening the transfer station to the public and collection of recycling began this week. We plan to resume the collection of landscape waste on the 18th. We returned to full staff in the customer service area, but have still not opened the building back to public use. When we do return to a fully open status, customers will be required to wear a mask due to the lack of physical separation between them and staff. As previously predicted, there is a growing unrest with the stay-at-home orders and businesses are beginning to test the system, both through legal challenges and through their own methods. Enforcement of such orders places our law enforcement officers in a difficult position in that they are at risk of being sued civilly for their enforcement efforts.
2. **Restore Illinois** — The Governor has announced a phased plan for reopening the state of Illinois. A copy of the major milestones is included immediately following this memorandum.
3. **Betty's Garden Signage**— Betty's Garden has asked to add wayfinding signage to help people who are trying to find the facility. Images of the proposed signage are included after the Restore Illinois information. The item will appear as a part of the consent agenda.
4. **Enterprise Zone** — The Enterprise Zone expansion application has been completed and is going through a final review at Bi-State before being forwarded to DCEO for their consideration. Bi-State has been invaluable in the expansion process and given the current level of activity at most cities, it's easy to say that this expansion would not have happened but for their efforts.
5. **Budget**—Staff has continued to work on developing budget alternatives that will increase revenues and lower operating costs in order to improve the sustainability of our operations. We've conducted a brain storming session as a leadership team and also reached out to each of our collective bargaining units to see if they might have some helpful or creative solutions that solution financial he next budget workshop will be on the 20th, via electronic meeting as previously conducted. The primary topic will be the general fund.

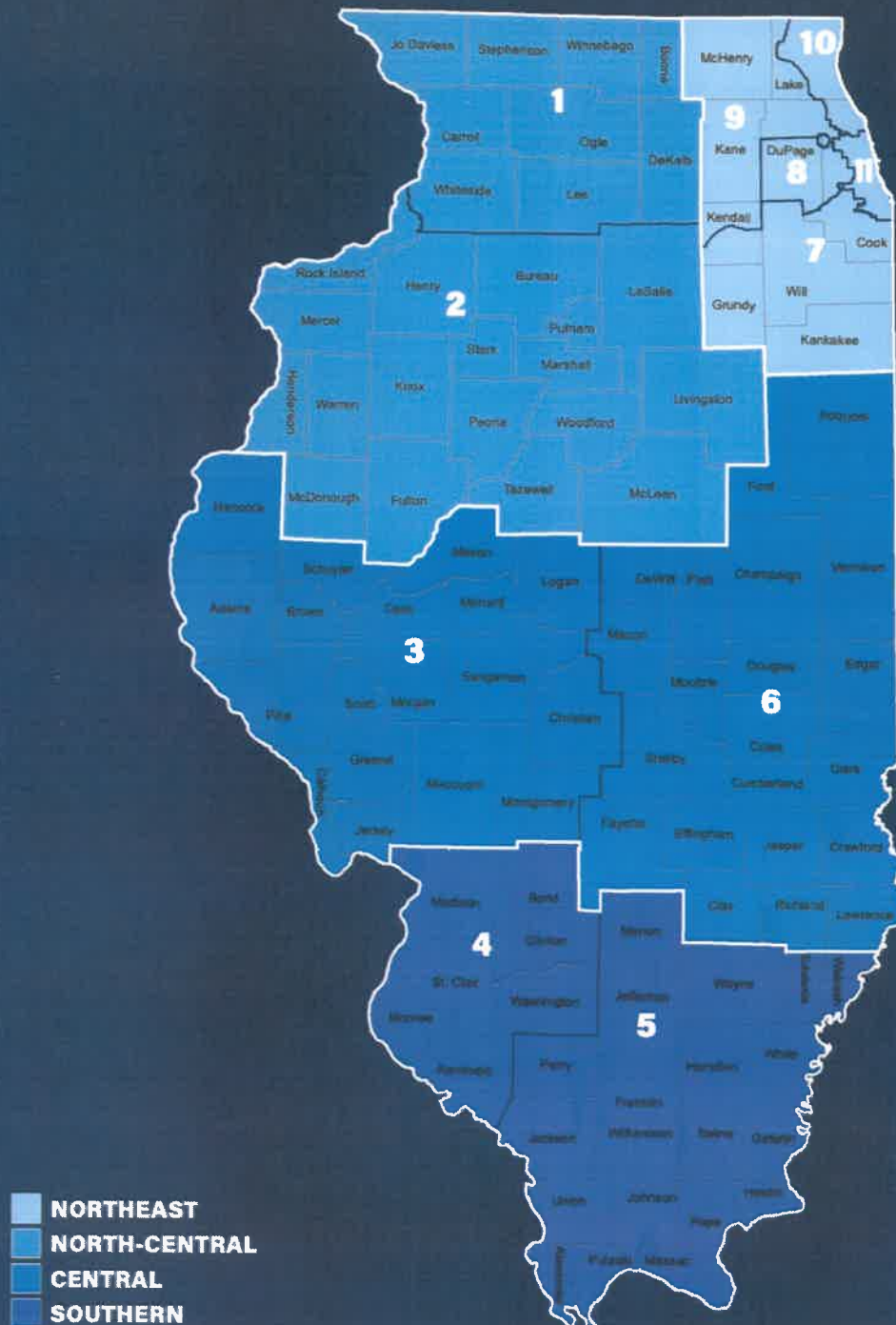
6. **Audit**—The outsourcing group completed their efforts to reconcile the City’s accounts last week. Debbie Johnson has expressed concerns that some of the journal entries that she has been asked to make will have a negative impact on the ability to reconcile other accounts going forward. Nevertheless, the completion of the task has enabled the firm to resume their efforts related to our audit, which they anticipate completed by the end of the month.

During the most recent Budget Workshop, Councilmember Yaklich repeated a statement that he has made on several occasions, that the Auditors have advised in the past two audits that we are expending too much money from restricted fund balances. The fact of the matter is that no such concern was expressed and no such practice exists in our financial operations. The auditors have, however, expressed a concern that we make too many interfund transfers; which is a statement that I actually agree with but is reflective of our historic practice of setting aside money in the “acquisition fund” and making monthly transfers to our healthcare fund and other practices that could and should be altered. With each audit, we’ve taken steps to improve our operations financially. The audit should be a tool to improve financial operations and ensure accountability, not a political tool used to slander staff.

7. **Requests for Qualifications**—A Request for Statements of Qualifications from engineering consultants to provide wastewater services is posted on the City’s homepage. The intent is to ensure that the City is working with the consultant who is best qualified to meet our needs for the IEPA-mandated phosphorus study and other wastewater-related issues. Submittals from interested parties are due May 29th. The submittals will be reviewed in conjunction with Bock, Inc. and a decision is anticipated by mid-June. Information regarding the new phosphorus requirements follows the Betty’s Garden Signage.
8. **Sealed Bids**—The sealed bids for the sale of excess property were delayed due to some setbacks/delays in obtaining the assessment of Fair Market Value. They are now scheduled for opening on June 15th. There is an additional piece of property that will be included in the process if the resolution for its inclusion is approved on Monday.
9. **RFP**—The City has a request for proposals out for janitorial services. The sealed bids will be opened on May 21st.
10. **Street Maintenance Program**—The Henry County Highway Department believes they will be able to provide sealcoating services for us even if Governor Pritzker extends the closures beyond the end of May. The HCHD has our work tentatively scheduled for the 3rd week of August. As such, we’ve advised IDOT that it doesn’t appear we’ll need to solicit bids for a 2nd MFT contract to install the sealcoat. IDOT has already approved the bid documents for the 2nd contract, so we can quickly and easily reverse course and solicit bids should the need arise.
11. **Payroll**— As previously noted, in order to improve operational efficiency and reduce avoidable errors, employee pay dates will change from Wednesday to Friday starting with our next pay-date.

12. **Downtown Small Business Stabilization Program**—The City is working with the American Job Center to assist potential grant applicants in their attempts to complete the voluminous paperwork associated with the Downstate Small business Stabilization Program.

RESTORE ILLINOIS HEALTH REGIONS



Pritzker calls it a data-driven plan that will operate on a region by region basis.

In total, Illinois has what it calls 11 "Emergency Medical Services Regions."

"We have to figure out how to live with COVID-19 until it can be vanquished – and to do so in a way that best supports our residents' health and our healthcare systems, and saves the most lives," said Pritzker. "Restore Illinois is a public health plan to safely reintroduce the parts of our lives that have been put on hold in our fight against COVID-19. This is also a data-driven plan that operates on a region-by-region basis, a recognition that reality on the ground looks different in different areas of our state."

See the five steps in the plan below.

Phase 1 – Rapid Spread: The rate of infection among those tested and the number of patients admitted to the hospital is high or rapidly increasing. Strict stay at home and social distancing guidelines are put in place and only essential businesses remain open. Every region has experienced this phase once already and could return to it if mitigation efforts are unsuccessful.

Phase 2 – Flattening: The rate of infection among those tested and the number of patients admitted to the hospital beds and ICU beds increases at an ever slower rate, moving toward a flat and even a downward trajectory. Non-essential retail stores reopen for curbside pickup and delivery. Illinoisans are directed to wear a face covering when outside the home, and can begin enjoying additional outdoor activities like golf, boating and fishing while practicing social distancing. To varying degrees, every region is experiencing flattening as of early May.

Phase 3 – Recovery: The rate of infection among those tested, the number of patients admitted to the hospital, and the number of patients needing ICU beds is stable or declining. Manufacturing, offices, retail, barbershops and salons can reopen to the public with capacity and other limits and safety precautions. All gatherings limited to 10 or fewer people are allowed. Face coverings and social distancing are the norm.

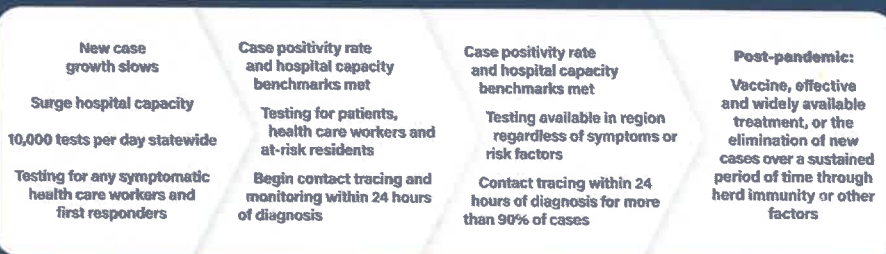
Phase 4 – Revitalization: The rate of infection among those tested and the number of patients admitted to the hospital continues to decline. All gatherings of up to 50 people are allowed, restaurants and bars reopen, travel resumes, child care and schools reopen under guidance from the IDPH. Face coverings and social distancing are the norm.

Phase 5 – Illinois Restored: With a vaccine or highly effective treatment widely available or the elimination of any new cases over a sustained period, the economy fully reopens with safety precautions continuing. Conventions, festivals and large events are permitted, and all businesses, schools, and places of recreation can open with new safety guidance and procedures in place reflecting the lessons learned during the COVID-19 pandemic.

RESTORE ILLINOIS

A Public Health Approach To Safely Reopen Our State

Phase 1 Rapid Spread	Phase 2 Flattening	Phase 3 Recovery	Phase 4 Revitalization	Phase 5 Illinois Restored
<p>Strict stay at home and social distancing guidelines are put in place, and only essential businesses remain open.</p> <p>Every region has experienced this phase once already and could return to it if mitigation efforts are unsuccessful.</p>	<p>Non-essential retail stores reopen for curb-side pickup and delivery.</p> <p>Illinoisans are directed to wear a face covering when outside the home and can begin enjoying additional outdoor activities like golf, boating & fishing while practicing social distancing.</p>	<p>Manufacturing, offices, retail, barbershops and salons can reopen to the public with capacity and other limits and safety precautions.</p> <p>Gatherings of 10 people or fewer are allowed.</p> <p>Face coverings and social distancing are the norm.</p>	<p>Gatherings of 50 people or fewer are allowed, restaurants and bars reopen, travel resumes, child care and schools reopen under guidance from the Illinois Department of Public Health.</p> <p>Face coverings and social distancing are the norm.</p>	<p>The economy fully reopens with safety precautions continuing.</p> <p>Conventions, festivals and large events are permitted, and all businesses, schools and places of recreation can open with new safety guidance and procedures.</p>





BETTY'S GARDEN
MEMORY CARE

BETTY'S GARDEN
MEMORY CARE



BETTY'S GARDEN
MEMORY CARE

We often hear how farm chemical runoff damages our streams, lakes, and rivers and creates the Gulf of Mexico dead zone at the mouth of the Mississippi River. Most of this is caused by transporting phosphorus and nitrogen in eroding soils. Wastewater treatment plants also add phosphorus and nitrogen to our streams, lakes, and rivers and the Illinois EPA is beginning to address both through the National Pollution Discharge Elimination System (NDPES) Permits. This is the permit which governs how the wastewater treatment plant operates and allows the plant to discharge to Mill Creek. The permit has a term of 5 years and is scheduled to be renewed in 2020. The new permit will require us to begin the process of reducing phosphorus levels. We're required to submit a feasibility study to the IEPA within 18 months which identifies our proposed method(s) of phosphorus reduction, a timeframe for implementation, and estimated costs for three different, potential levels of reduction. The study needs to identify both construction and subsequent operational costs.

There are several potential ways to reduce the phosphorus. These include reducing it at the source (say at a laundry mat, hospital, or other location that uses high-phosphorus soap to wash laundry), adding chemicals at the WWTP, and changes to the treatment process itself. We may need to implement more than one method to meet the new limits. The IEPA requires us to have our plan implemented as early as Dec 31, 2025 or as late as Dec 31, 2035 depending on how we choose to proceed. Generally speaking, the easier we can meet the new limit, the sooner it must be done.

It's expected that the IEPA will also require us to reduce nitrogen in the near future. There would be economies of scale to study and construct nitrogen reduction along with phosphorus. As such, we should at least consider investigating the nitrogen reduction at the same time. While it would add to the initial cost, it would save money in the long run.

Outside engineering assistance is necessary to help determine the most cost-efficient method, navigate the IEPA bureaucracy, then develop construction plans to make the necessary improvements. Chamlin has served as our wastewater consultant for the last several years and has generally provided good service. This project has the potential to be involved and expensive, so we want to ensure we're working with the consultant that is the most qualified and best suited to serve our needs. A request for Statements of Qualifications was issued to engineering firms to help us through the phosphorus project and serve as the City's wastewater consultant moving forward. This doesn't mean that a decision has been made to stop working with Chamlin. Rather, it merely means we're performing due diligence to ensure we're working with the best wastewater consultant. Submittals are due May 29th and a decision will be made in early June.

SYS DATE:05/08/20

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 255
Friday May 08,2020

SYS TIME:12:07
[NW1]

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 ADVANCED BUSINESS SYSTEMS INC INV163817	01-11-551	FREIGHT CHGS-TONER	6.00	6.00
01 AEP ENERGY D042920PPP	01-52-571	BERRIEN PARK ELECTRIC	1.42	1.42
01 AMEREN ILLINOIS D042920BP D043020P	01-52-571 01-21-539	BERRIEN PK ELECTRIC CITY POUND ELECTRIC	165.21	36.01 129.20
01 AZAVAR AUDIT SOLUTIONS 149858	01-11-929	CONTINGENCY-ELEC AUDIT	2.32	2.32
01 KERRY D ANDERSON 15272	62-00-159.7	REPAIR WATER TRUCK	1780.00	1780.00
01 CAMBRIDGE TELCOM SERVICES INC D050720 D050720PD	01-11-537 01-21-552	FIBER INTERNET-CITY HALL FIBER INTERNET-POLICE	760.00	485.00 275.00
01 CLIFTONLARSONALLEN LLP 2480395 2483746	11-13-531 11-13-531	FY19 PROFESSIONAL SVS FY19 PROFESSIONAL SVS	10500.00	5775.00 4725.00
01 COLWELL, BRENT 280952 280953 280954 280955 280957 280958 280959	02-61-549 02-61-549 02-61-549 01-65-549 02-61-549 02-61-549 02-61-549	ELECTRICAL INSPECTION ELECTRICAL INSPECTION ELECTRICAL INSPECTION ELECTRICAL INSPECTION ELECTRICAL INSPECTION ELECTRICAL INSPECTION ELECTRICAL INSPECTION	325.00	25.00 50.00 50.00 50.00 50.00 50.00 50.00
01 IDOIT - COMMUNICATIONS REVOLVI T2023297	01-21-552	LEADS LINE	316.70	316.70
01 COMCAST CABLE D042620PW D042620PW	51-42-537 62-45-537	INTERNET - PW BLDG INTERNET - PW BLDG	59.50	29.75 29.75
01 COMCAST CABLE D05132020	51-93-552	INTERNET VPN-NWTP	108.35	108.35
01 COMCAST CABLE D5132020	51-93-552	INTERNET VPN-SWTP	88.40	88.40
01 DOOLEY BROS PLUMBING 920	52-43-515	REMOVE TREE ROOTS-MAIN LINE	480.00	480.00
01 ELECTRICAL ENGINEERING & EQUIP 6757985-00	38-71-549	CITY HALL GENERATOR	601.10	601.10
01 FRIENDS OF THE ANIMALS 628697	01-21-539	SEMI-MO CONTRACT PYMNT	1333.33	1333.33
01 FRONTIER COMMUNICATIONS CORPOR D04192020 D04192020 D04192020 D04192020 D04192020	01-41-552 54-54-552 01-11-552 01-22-552 52-93-552	PW-LOCAL PHONE PARKS-LOCAL PHONE F&A-LOCAL PHONE FIRE-LOCAL PHONE WWTP-LOCAL PHONE	1543.36	227.26 38.03 292.14 192.47 124.18

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D04192020	57-44-552	SANIT-LOCAL PHONE		45.06
D04192020	51-93-552	WTP-LOCAL PHONE		52.52
D04192020	01-21-552	POLICE-LOCAL PHONE		63.24
D04192020	58-36-552	CEM-LOCAL PHONE		84.87
D04192020	62-45-552	FLEET-LOCAL PHONE		57.47
D4192020	01-21-552	POLICE-LOCAL PHONE		366.12
01 GUSTAFSON FORD			1900.74	
170230	62-45-513	REPLACE STEERING ASSY		1892.44
7465	62-45-613	OIL PAN DRAIN PLUG		8.30
01 THOMPSON TRUCK & TRAILER, INC			585.95	
X203029834:01	62-45-613	VALVE, BRAKE SHOES & SENSOR		504.88
X203029844:01	62-45-613	SENSOR		27.97
X203029849:01	62-45-613	FUEL FILTER		53.10
01 HAYES, RAY JR			630.00	
5821	52-43-515	PUSH SPOILS-FORCE MAIN		630.00
01 HENRY CO CLERK/RECORDER			116.00	
D040820	01-65-549	MOWING LIENS RELEASED		116.00
01 HODGE'S 66 INC			45.90	
55159	62-45-513	DOT SAFETY TEST		45.90
01 INTERSTATE BATTERY SYSTEMS OF			231.41	
10131211	62-45-612	BATTERIES - STOCK		132.99
10131211	62-45-830	FLEET - B&C TOOLS		98.42
01 JOHN DEERE FINANCIAL			986.71	
1128797	01-52-612	BEVEL GEAR DRIVE		986.71
01 JOHNSON, FRANK			49.88	
D042820	01-52-473	BOOT ALLOWANCE		49.88
01 KEWANEE VETERINARY CLINIC			75.00	
355631	01-21-539	CLINIC EMERGENCY-DINO		75.00
01 KEY EQUIPMENT & SUPPLY CO			3674.55	
158528	62-45-612	BELTS, ROLLERS & BEARINGS		3674.55
01 KIWANIS CLUB OF KEWANEE			16.00	
829	01-11-561	QTRLY DUES GB		16.00
01 LAFONT, MIKE			15000.00	
D041320	01-22-159.7	INS SETTLEMENT-211 N EAST ST		15000.00
01 MCKESSON MEDICAL SURGICAL			14.77	
2503928	01-22-612	MEDICAL SUPPLIES		1.24
2504017	01-22-612	MEDICAL SUPPLIES		13.53
01 MED-TECH RESOURCE LLC			5799.27	
116619	01-22-612	MEICAL SUPPLIES		1652.40
116910	01-22-612	MEDICAL SUPPLIES		840.92
116960	01-22-612	MEDICAL SUPPLIES		1235.62
117154	01-22-612	MEDICAL SUPPLIES		675.78
117262	01-22-612	MEDICAL SUPPLIES		574.63
117267	01-22-612	MEDICAL SUPPLIES		79.78
117289	01-22-612	IV INFUSION BAGS		56.27
117294	01-22-612	FACE SHIELDS		368.13
117376	01-22-612	FACE MASKS		315.74

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 MOORE TIRES KEWANEE			69.23	
K34785	62-45-513	TIRE REPAIR		24.78
K35625	62-45-513	TIRE REPAIR		21.67
K35741	62-45-513	TIRE REPAIR		22.78
01 MOTOR CITY CHEVROLET-BUICK-GMC			74.48	
203133	62-45-613	AMBULANCE - FILTERS		74.48
01 MUNICIPAL INSURANCE COOPERATIV			421409.00	
2020-2021 PREM	14-11-591	20-21 LIAB INS PREMIUM		421409.00
01 NAPA KEWANEE			28.89	
D043020	62-45-613	BAL DUE ON ACCT		28.89
01 O'REILLY AUTOMOTIVE STORES, IN			450.10	
1143376794	62-45-613	WIPER MOTOR		134.82
1143380265	62-45-613	ADAPTER SET		66.99
1143385060	62-45-830	FILTER WRENCH		9.99
1143387489	01-52-652	PARKS - GLOVES		12.99
1143388862	62-45-613	A/C HEATER SWITCH		143.24
1143389849	62-45-652	FLEET-SHOP SUPPLIES		6.98
1143390155	62-45-613	AIR BRAKE FITTING/ADPTR		20.09
1143390676	62-45-652	FLEET-SHOP SUPPLIES		55.00
01 OFFICE SPECIALISTS INC			490.79	
1081128-0	38-71-611	HAND SANITIZER & MASKS		105.26
1081557-0	01-11-651	OFFICE SUPPLIES		139.00
1081873-0	01-11-651	TONER CARTRIDGE		87.99
1081996-0	01-22-651	FD TONER		75.45
1082187-0	01-22-654	FIRE-JANITORIAL SUPS		114.26
1082252-0	38-71-611	TRASH CAN LINERS		56.82
C1078942-1	01-11-651	RETURNED TONER CARTRIDGE		87.99-
01 PDC LABORATORIES INC			40.00	
I9413925	51-93-542	WATER TESTING		20.00
I9414514	51-93-542	WATER TESTING		20.00
01 LAURA CLARK			1495.83	
D05012020	38-71-549	APRIL JANITORIAL		1495.83
01 PEST DOCTOR			105.00	
30336	38-71-549	MUN BLDG PEST CONTROL		60.00
30338	01-21-539	POUND PEST CONTROL		25.00
30365	01-22-580	FIRE ST#2 PEST CONTROL		20.00
01 PHELPS, GERALD			32.46	
D050220	54-54-652	REIMB-RUGGED REACHER		32.46
01 PUBLIC SAFETY CENTER INC			327.08	
5922968	01-22-612	MEDICAL SUPPLIES		327.08
01 REHRIG PACIFIC COMPANY			625.00	
50094203	57-44-537	RVISION SERVICES		625.00
01 S&S INDUSTRIAL SUPPLY			13.92	
5054422 RI	62-45-652	GRILLE RETAINER CLIPS		13.92
01 SCHUENEMAN TUMBLESON FUNERAL H			245.00	
10681-043020	58-36-929	REFUND OVERPAYMENT		245.00

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 STAR-COURIER 41646	01-65-595	DEMO BIDS	113.90	113.90
01 THYSSENKRUPP ELEVATOR CORP 3005223792	38-71-549	ELEVATOR MAINTENANCE	1008.54	1008.54
01 TRIANGLE CONCRETE INC 9861	51-42-615	HY-EARLY - TERRY AVE	1500.00	1500.00
01 UMB BANK, NA 2013-040220	46-84-720	2013 BOND INTEREST	85151.25	29692.50
2015-040220	31-71-720	2015 BOND INTEREST		55458.75
01 U.S. CELLULAR 369060875	01-41-552	CELLULAR SERV-PW	421.11	150.69
369060875	01-11-552	CELLULAR SERV-CM		61.23
369060875	58-36-552	CELLULAR SERV-CEM		46.81
369060875	01-65-552	CELLULAR SERV-COM DEV		92.37
369060875	58-36-552	WIFI HOTSPOT-FR PARK		23.57
369060875	54-54-552	WIFI HOTSPOT-CEM		23.57
369060875	57-44-552	SANITATION-TABLET		22.87
** TOTAL CHECKS TO BE ISSUED			560798.45	

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
GENERAL FUND			26965.81	
ECONOMIC DEVELOPMENT			275.00	
AUDIT FUND			10500.00	
INSURANCE FUND			421409.00	
NHR SALES TAX INFRASTRUCTURE IMP			55458.75	
CAPITAL MAINTENANCE/MUN. BLDG.			3327.55	
2013 REFUNDING BOND			29692.50	
WATER FUND			1819.02	
SEWER FUND			1234.18	
FRANCIS PARK			94.06	
SANITATION			692.93	
CEMETERY FUND			400.25	
CENTRAL MAINTENANCE			8929.40	
*** GRAND TOTAL ***			560798.45	
TOTAL FOR REGULAR CHECKS:			559,465.12	
TOTAL FOR DIRECT PAY VENDORS:			1,333.33	

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===== 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
31 UMB BANK, NA 461 2012-041620	05/07/20 31-71-720	CC050420 2012 ALT BOND INTEREST	40550.00	40550.00
44 THE ECONOMIC DEVELOPMENT GROUP 461 D042420	05/07/20 44-84E-549	50420CC AMEND DOWNTOWN TIF	2500.00	2500.00
44 JACOB & KLEIN LTD 461 D042820	05/07/20 44-84E-549	CC50420 AMEND DOWNTOWN TIF	2500.00	2500.00
44 PEOPLES NATIONAL BANK 461 D040920TE	05/07/20 44-84C-720	050420CC MC TIF EXEMPT BOND INT	2856.89	2856.89
44 PEOPLES NATIONAL BANK 461 D040920T	05/07/20 44-84C-720	CC050420 MC TIF TAXABLE BOND INT	568.72	568.72
74 MUTUAL OF OMAHA 459 1081492632	04/27/20 74-14-452	1419A LIFE/AD&D INS-05/20	331.80	331.80
74 SISCO 461 D050120	05/04/20 74-14-451	1421A DENTAL/VISION CLAIMS	1000.00	1000.00
74 SISCO 461 201819	05/04/20 74-14-451	1422A DENTAL/VISION ADMIN FEES	440.25	440.25
74 YMCA 460 APRIL 2020	04/28/20 74-14-451	1420A FITNESS MEMBERSHIP %	113.02	113.02

** TOTAL MANUAL CHECKS REGISTERED 50860.68

A/P MANUAL CHECK POSTING LIST

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

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

REPORT SUMMARY

CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	560798.45	.00	560798.45
31	.00	40550.00	40550.00
44	.00	8425.61	8425.61
74	.00	1885.07	1885.07
TOTAL CASH	560798.45	50860.68	611659.13

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	26965.81	.00	26965.81
02	275.00	.00	275.00
11	10500.00	.00	10500.00
14	421409.00	.00	421409.00
31	55458.75	40550.00	96008.75
38	3327.55	.00	3327.55
44	.00	8425.61	8425.61
46	29692.50	.00	29692.50
51	1819.02	.00	1819.02
52	1234.18	.00	1234.18
54	94.06	.00	94.06
57	692.93	.00	692.93
58	400.25	.00	400.25
62	8929.40	.00	8929.40
74	.00	1885.07	1885.07
TOTAL DISTR	560798.45	50860.68	611659.13

From: [Beth Kelley](#)
To: [Rabecka Jones](#); [Gary Bradley](#); [Rod Johnson](#); [Debbie Johnson](#)
Subject: Murphy's report
Date: Tuesday, May 05, 2020 1:33:56 PM
Attachments: [image001.png](#)

Good afternoon,

Here is the updated information on Murphy's account:

Balance as of 5/1/20 = \$35242.84

Payment in drop box processed 5/4/20 = \$16836.45

April bill processed 5/5/20 = \$21210.44

(No March penalty bills processed for water or Transfer Station accounts)

Current balance on account 5/5/20 = \$39616.83

If you have any questions or need any other information on the account 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



Community Development EOM Violation Listing

From Date: 04/01/2020

To Date: 04/30/2020

File#	Owner Name	Street#	Pre-Direction	Street Name	Street Type	Phone#	Open Date	Violation Short Description	Violation Comments	How Received
20-000172	PARKHURST, LORI A BURKE-	334		RICE			04/13/2020	Littering	Love seat needs removed	Staff Initiated
20-000173	DOBBELS, WILLIAM C & PATRICK M	910		MAY	ST		04/14/2020	Unsafe, Unsightly Structures	Garage is falling in	Staff Initiated
20-000173	DOBBELS, WILLIAM C & PATRICK M	910		MAY	ST		04/14/2020	Littering	Debris	Staff Initiated
20-000173	DOBBELS, WILLIAM C & PATRICK M	910		MAY	ST		04/14/2020	Exterior Structure, General	Garage in need of repairs.	Staff Initiated
20-000173	DOBBELS, WILLIAM C & PATRICK M	910		MAY	ST		04/14/2020	Exterior Structure, Protective Treatment	Missing/failing paint or other protective treatment.	Staff Initiated
20-000173	DOBBELS, WILLIAM C & PATRICK M	910		MAY	ST		04/14/2020	Exterior Structure, Roofs and drainage	Roof in need of repair.	Staff Initiated
20-000174	NGUYEN, ANTHONY	1011		RAILROAD			04/15/2020	Littering	Debris and trash needs removed	Staff Initiated
20-000175	REED, JAMES L SR & JAMES L JR	1103		RAILROAD	AVE		04/15/2020	Unsafe, Unsightly Structures	Broken windows and glass	In Person
20-000178	FEUCHT, EARL	116	EAST	7TH	ST		04/21/2020	Littering	Trash and debris on curb	Staff Initiated
20-000179	KEMPIN, TAMARA L	305	EAST	8TH	ST		04/21/2020	Storage and parking of vehicles and other personal property	Vehicles on jack stands on public sidewalk along with trailer parked on sidewalk. Must be moved	Staff Initiated
20-000180	GANDARILLA, LINO	1002	EAST	9TH	ST		04/21/2020	Storage and parking of vehicles and other personal property	Car on jack stands must be removed	Staff Initiated
	CROWE, CHESTER A	1030		PINE	ST		04/21/2020	Exterior Structure,	Rear porch / deck and roof unsafe	F

20-000181								Unsafe Conditions	and falling down. In need of repair.	
20-000181	CROWE, CHESTER A	1030		PINE	ST		04/21/2020	Exterior Structure, Roofs and drainage	Roof in need of repair.	Phone
20-000188	DEFAVELA, MARIA L GUERRERO	221	NORTH	WALNUT			04/22/2020	Construction, Appearance, Maintenance - Visibility	Fence installed with no permit. Permit must be applied for. Fence must have 70% visibility through it.	Staff Initiated
20-000242	WILEY, LESLEY R	717		FLORENCE	ST		04/28/2020	Littering	Trash debris and brush needs removed all sides of home	Online
20-000244	MARTINEZ, JORGE SOTELO & JUANITA SOTELO	605	EAST	5TH	ST		04/29/2020	Littering	Trash and debris front side and back of home	Staff Initiated
20-000246	BRANDON KRUSKOP	132		BIRCH	PL		04/29/2020	Exterior Structure Property Areas, Sanitation	Sewer odor possibly from a septic tank & Sink water being drained to open ground.	Staff Initiated
20-000247	GARMS, JACKIE M	337		WHITNEY	AVE		04/29/2020	Violation Penalties	Work/construction without approved building permit.	
20-000251	RUMBOLD, MYRON H & LORI A	515		WILLOW	ST		04/29/2020	Littering	Excess trash bags. City will not pick up. Blue container only	Staff Initiated
20-000256	HANSEN, GEORGE V	111	SOUTH	PARK	ST		04/29/2020	Littering	Landscape waste and brush in back yard and around perimeter of the structure.	Phone
20-000256	HANSEN, GEORGE V	111	SOUTH	PARK	ST		04/29/2020	Exterior Structure, General	Hole next to South side foundation wall. Complaints of ground hogs coming from this hole in the ground.	Phone
20-000256	HANSEN, GEORGE V	111	SOUTH	PARK	ST		04/29/2020	Exterior Structure, Protective Treatment	Missing/failing paint.	Phone
20-000268	CHESTER CROWE C/O TIMOTHY CROWE	310		5TH	AVE		04/30/2020	Storage and parking of vehicles and other personal property	Inoperable vehicles	Staff Initiated
20-	CHESTER CROWE C/O TIMOTHY CROWE	310		5TH	AVE		04/30/2020	Littering	Junk and debris	Staff

000268

Violation Listing - Weeds and Tall Grasses

From Date: 04/01/2020

To Date: 04/30/2020

File#	Owner Name	Street#	Pre-Direction	Street Name	Street Type	Phone#	Open Date	Violation Short Description	Violation Comments	How Received
20-000182	HENRY COUNTY AS TRUSTEE	811	NORTH	WALNUT			04/22/2020	Weeds and Tall Grasses		Staff Initiated
20-000184	CROWE, CHESTER A C/O TIMOTHY CROWE	406	EAST	7TH	ST		04/22/2020	Weeds and Tall Grasses	Tall grass and weeds	Staff Initiated
20-000185	WARREN, JEFFREY M EST	1106		MADISON			04/22/2020	Weeds and Tall Grasses	Tall grass and brush	Staff Initiated
20-000186	FEUCHT, EARL W & MARGARET L	305	NORTH	GROVE			04/22/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000187	STONE, DUSTIN K & AMETHYST A	317	NORTH	PARK			04/22/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000189	IH MISSISSIPPI VALLEY CREDIT UNION	704	EAST	4TH	ST		04/23/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000191	MOON, AARON	306		MAPLE	AVE		04/23/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000192	FEUCHT, EARL W & MARGARET L	717		WILLOW			04/23/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000193	MURRAY, CASEY	117	SOUTH	GRACE	AVE		04/23/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000194	POLLY MOORE	314	SOUTH	COTTAGE			04/23/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000195	HAYES, RAY E JR & PENNY M	324	EAST	DIVISION			04/24/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-	KERNS, JERRI L	115	EAST	ST S			04/24/2020	Weeds and	Tall grass	§

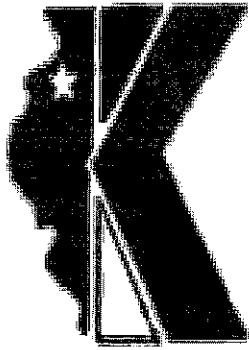
000196								Tall Grasses		Initiated
20-000197	SULLIVAN, SHIRLEY M	624	EAST	DIVISION			04/24/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000198	YOUNGFELDT, SANDRA S	328		BEACH ST S			04/24/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000199	RUMBOLD, TYLER J & KATLYN A	330		BEACH ST S			04/24/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000200	RUMBOLD, TYLER J	116	WEST	MILL	ST		04/24/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000201	FAIRBROTHER, THOMAS III & DONNA	122	WEST	MILL			04/24/2020	Weeds and Tall Grasses	Tall grass and trees along fence	Staff Initiated
20-000202	JAGERS, KURT H	127	WEST	MILL			04/24/2020	Weeds and Tall Grasses	Tall grass weeds and brush along fence	Staff Initiated
20-000203	SCOTT, DENNIS & DEIRDRE	102		HOULE	AVE		04/24/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000204	BERMUDEZ, EDUARDO R RTR	106		HOULE	AVE		04/24/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000205	BURMEISTER, BARBARA	144		TENNEY	ST		04/24/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000206	ARNOLD, MELANIE M	106	EAST	DIVISION			04/24/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000207	SUNQUIST, DAVID L & MARCIA L	1029		ROSEVIEW	AVE		04/24/2020	Weeds and Tall Grasses	Tall grass and weeds	Staff Initiated
20-000208	SUNQUIST, DAVID L & MARCIA L	1031		ROSEVIEW	AVE		04/24/2020	Weeds and Tall Grasses	Tall grass weeds brush overgrown	Staff Initiated
20-000209	BLODGETT, JERRY L	1016		ROSEVIEW			04/24/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000210	SCOTT JUAREZ SAUER HOMES OF KEWANEE,	911	NORTH	MAIN	ST		04/27/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated

[illegible]

20-000225	VALDEZ, SALOMON R	716	WEST	3RD	ST		04/27/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000226	Landmark Realty	209		EUSTIS			04/27/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000227	MILLER, NANCY M	133	NORTH	BOSS			04/27/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000228	HENRY COUNTY AS TRUSTEE,	302		RICE			04/27/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000229	YOUNG, ANN DEARING & MCBRIDE, TRAVIS & JACOBSON, DAVID	419		PERKINS			04/27/2020	Weeds and Tall Grasses	Tall grass and weeds	Staff Initiated
20-000230	FRANCISCOVICH, MARK & TERESA	1001		CAMBRIDGE	RD		04/27/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000231	BRETADO, PEDRO	306	EAST	PROSPECT			04/27/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000232	KARAMAJANES, GEORGE & LATHOURES, GEORGE	319	EAST	PROSPECT			04/27/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000233	JONES, BETTY E	1005	NORTH	WILBUR			04/28/2020	Weeds and Tall Grasses	Tall grass weeds and brush	Staff Initiated
20-000234	OLDEEN, ROBERT S	1019	NORTH	WILBUR			04/28/2020	Weeds and Tall Grasses	Tall grass and brush debris	Staff Initiated
20-000235	CORRAL, TERESA	926	NORTH	ELM			04/28/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000236	PROPP, MILDRED R	916	NORTH	VINE	ST		04/28/2020	Weeds and Tall Grasses	Tall weeds brush and bushes	Staff Initiated
20-000237	AINLEY, RUTH A	519	EAST	9TH	ST		04/28/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000238	CRANE, CASANDRA	826		PRAIRIE	AVE		04/28/2020	Weeds and Tall Grasses	Trash mixed in with brushback yard	Phone
20-	HENRY CO. AS TRUSTEE	721	NORTH	VINE			04/28/2020	Weeds and	Tall grass	Il on

000239								Tall Grasses		
20-000240	MOATS, HAROLD J SR & CAROLE A	805	NORTH	VINE	ST		04/28/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000241	GASTFIELD, RONALD & JUOZUNAS, LAURA	706	NORTH	ELM			04/28/2020	Weeds and Tall Grasses		Staff Initiated
20-000243	DUNN JOSHUA	615		WILBUR			04/29/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000245	PAREDES CHRISTOPHER	714	EAST	3RD	ST		04/29/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000249	HENRY CO. AS TRUSTEE	522	EAST	7TH	ST		04/29/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000252	CORAL-JOSE QUINONIZ	908		ELMWOOD			04/29/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000253	CRAWFORD, JUSTIN & YELM, SAMANTHA	200		MAPLE	AVE		04/29/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000254	LIMBERBUSH LLC,	828	EAST	3RD	ST		04/29/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000257	DOBBELS, WILLIAM C & PATRICK M	916		WILBUR			04/30/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000258	DOBBELS, WILLIAM C & PATRICK M	910		WILBUR			04/30/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000259	FEUCHT, EARL W & MARGARET L	900		WILBUR	ST		04/30/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000260	GANDARILLA, LINO	1002	EAST	9TH	ST		04/30/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000261	CROWE, GINA I	614		WILLOW	ST		04/30/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20-000262	FEUCHT, EARL	135		EDWARDS	ST		04/30/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated

20- 000263	BOWEN, MARK A & SUSAN M	121		EDWARDS			04/30/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20- 000264	JOHNSON, JESSICA M	501	EAST	1ST	ST		04/30/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20- 000265	HORACK, KARI J	307	SOUTH	VINE			04/30/2020	Weeds and Tall Grasses	Tall grass and brush	Staff Initiated
20- 000266	CALI, ANTHONY M & THERESA A	216		MCKINLEY	AVE		04/30/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20- 000267	SUNQUIST, DAVID & MARCIA	302	SOUTH	COTTAGE			04/30/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20- 000269	CHESTER CROWE C/O TIMOTHY CROWE	310		5TH	AVE		04/30/2020	Weeds and Tall Grasses	Tall grass	
20- 000270	STELTENPOHL, GERALD W TR & VICTORIA L TR	1218		PINE	ST		04/30/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated
20- 000271	TRIGG, TIM & STACEY A	1226		ROCKWELL			04/30/2020	Weeds and Tall Grasses	Tall weeds and grass with brush piles	Staff Initiated
20- 000272	AINLEY, MYRTLE M	624		BEACH			04/30/2020	Weeds and Tall Grasses	Tall grass	Staff Initiated



Kewanee PD

Monthly UCR Code Report April 2020

Printed: 01-May-2020 14:24

<u>Code</u>	<u>Description</u>	<u>Total</u>
		3421
0261	CRIMINAL SEXUAL ASSAULT:AGG CRMNL SEXUAL ASSAULT	1
0410	BATTERY:AGGRAVATED	2
0460	BATTERY:SIMPLE	4
0486	BATTERY:DOMESTIC BATTERY	5
0488	BATTERY:AGGRAVATED DOMESTIC BATTERY	1
0610	BURGLARY:FORCIBLE ENTRY	1
0625	BURGLARY:RESIDENTIAL (FORCIBLE ENTRY)	2
0710	THEFT FROM MOTOR VEHICLE	2
0810	THEFT:OVER \$300	2
0815	THEFT UNDER \$500	9
0820	THEFT:UNDER \$300	5
0825	THEFT OVER \$500	4
0850	THEFT:ATTEMPTS	1
0860	THEFT:RETAIL THEFT	7
1110	DECEPTION:DECEPTIVE PRACTICES	1
1120	DECEPTION:FORGERY	9
1130	DECEPTION:FRAUD	2
1137	DECEPTION:IDENTITY THEFT	1
1150	DECEPTION:CREDIT CARDS	3
1310	CRIMINAL DAMAGE TO PROPERTY	6
1320	CRIMINAL DAMAGE TO VEHICLE	3
1330	CRIMINAL TRESPASS TO LAND	2
1350	CRIMINAL TRESPASS TO STATE SUPPORTED LAND	1
1365	CRIMINAL TRESPASS TO RESIDENCE	2
1563	SEX OFFENSES:CRIMINAL SEXUAL ABUSE	1
1740	RUN-AWAYS (JUVENILES)	6
1750	CHILD ABUSE	1
1755	CHILD ABANDONMENT	1
1780	NEGLECT OF CHILD	2

<u>Code</u>	<u>Description</u>	<u>Total</u>
1811	CANNABIS CONTROL ACT:POSS 30 GRAMS OR LESS	1
1910	CONTROLLED SUB ACT:POSS OF METHAMPHETAMINE	1
2110	HYPODERMIC SYR/NEEDLES ACT:POSSESSION OR SALE	1
2170	DRUG PARAPHERNALIA ACT:POSSESS DRUG EQUIPMENT	1
2230	LIQUOR CONTROL ACT VIOL:ILLEGAL CONSUMP. BY MINOR	1
2410	DRIVING UNDER INFLUENCE OF ALCOHOL	1
2440	RECKLESS DRIVING	1
2445	ACCIDENT-HIT AND RUN	1
2461	OPERATE UNINSURED MOTOR VEHICLE	2
2480	SUSPEND/REVOKED DRIVERS LICENSE	3
2485	DRIVER AND PASSENGER SAFETY BELTS	1
2495	ATTEMPTS TO FLEE OR ELUDE OFFICER	1
2805	DISORDERLY CONDUCT:VAGRANCY	1
2820	DISORDERLY CONDUCT:TELEPHONE THREAT	3
2825	DISORDERLY CONDUCT:HARASSMENT BY TELEPHONE	9
2890	DISORDERLY CONDUCT:OTHER(NOT DRUNKENNESS)	3
3000	DISORDERLY CONDUCT:FIREWORKS	1
3710	INTERFER W/PUB.OFFIC:RESIST/OBSTRUCT/DISARM OFFICR	1
3730	INTERFER W/PUB.OFFIC:OBSTRUCTING JUSTICE	1
3960	INTIMIDATION:INTIMIDATION	1
3967	INTIMIDATION:STALKING	1
4387	VIOLATION OF ORDER OF PROTECTION	1
4625	PAROLE VIOLATION	1
4870	DOMESTIC VIOLENCE	2
5081	IN-STATE WARRANT	8
6000	ABANDONED VEHICLE	2
6019	ACCIDENT-TICKET ISSUED	3
6020	ACCIDENT - TRAFFIC - DAMAGE ONLY	13
6021	ACCIDENT-HIT AND RUN - DAMAGE	4
6040	ACCIDENT - TRAFFIC - INJURY	1
6041	ACCIDENT - TRAFFIC - INJ UNK	1
6050	ADMINISTRATIVE DUTIES - OTHER	1
6060	ALARM - BUSINESS	13
6065	ALARM - RESIDENCE	3
6100	AMBULANCE - EMERGENCY	15
6130	ANIMAL - CITATION	3
6140	ANIMAL - DEAD	3
6150	ANIMAL - DOG AT LARGE	37
6151	ANIMAL - OTHER AT LARGE	1
6160	ANIMAL - DOG BITE	1
6170	ANIMAL - TAKEN TO IMPOUND	7

Code	Description	Total
6171	ANIMAL - RELEASE/REDEMPTION RECEIPT	2
6180	ANIMAL - LOST/FOUND	23
6190	ANIMAL - NEGLECT/ABUSE	3
6210	ANIMAL - OTHER COMPLAINT	9
6220	ANIMAL - SICK/INJURED	1
6280	ASSIST - BUSINESS	7
6290	ASSIST - CITIZEN	24
6320	ASSIST - HCSO	1
6340	ASSIST - OTHER AGENCIES	3
6341	ASSIST- AMBULANCE	1
6360	ASSIST - OTHER LAW ENFORCEMENT AGENCIES	1
6410	ATV/MINI BIKE COMPLAINT	9
6431	BICYCLE - FOUND BICYCLE	2
6490	CHECK BUSINESS	109
6500	CHECK OPEN DOOR	4
6501	CHECK OPEN WINDOW	1
6515	CHECK CITY PARK	1
6520	CHECK WELFARE	25
6555	CIVIL STAND BY	14
6560	CIVIL COMPLAINT - OTHER	28
6561	CIVIL COMPLAINT - CUSTODY VIOLATIONS	10
6565	COMMUNITY CONTACTS	2
6571	DAMAGE TO PROPERTY - NON CRIMINAL	1
6580	COURT / ON DUTY	2
6593	CRIME SCENE TECHNICIAN	2
6600	CUSTODY DISPUTE	1
6620	DEATH INVESTIGATION - OTHER	2
6680	DISTURBANCE - CIVIL	1
6690	DISTURBANCE - DOMESTIC	52
6700	DISTURBANCE - FIGHTS-RIOTS-BRAWLS	5
6705	DISTURBANCE - NEIGHBORHOOD TROUBLE	6
6710	DISTURBANCE - JUVENILE	2
6715	DISTURBANCE - OTHER	11
6720	ESCORT BANK	19
6730	ESCORT OTHER	2
6750	EVIDENCE TECH	1
6770	EXTRA PATROL	7
6790	FINGERPRINTING	4
6800	FIRE CALLS - OTHER	2
6801	FIRE CALLS - CONTROLLED BURN	2

Code	Description	Total
6803	FIRE CALLS - STRUCTURE	2
6810	FOLLOW - UP	74
6821	HARASSMENT	14
6865	HOUSING AUTHORITY GUEST PASS	3
6880	ILLEGAL BURNING	29
6910	INTOXICATED PERSON	1
6940	JUVENILES - OTHER PROBLEMS	5
6980	LITTERING	2
6990	LIVESTOCK	2
7000	LOST/FOUND ARTICLES	7
7002	LOST DRIVERS LICENSE OR VEHICLE PLATE	1
7010	LOUD NOISE	19
7040	MENTAL PATIENT	44
7050	MENTAL PATIENT - ATTEMPTED SUICIDE /THREAT	2
7080	MISCHIEVOUS CONDUCT	2
7100	MISSING PERSON - JUVENILE OTHER	3
7110	MOTORIST ASSIST - OTHER	6
7120	OBSTRUCTION OF PUBLIC RIGHT OF WAY	1
7175	OTHER PUBLIC COMPLAINTS	37
7176	CRIMESTOPPER INFO	1
7190	PAPER SERVICE - ATTEMPT	1
7230	PAPER SERVICE - OTHER	1
7250	PARKING COMPLAINT	8
7290	PICKUP - DELIVERY	5
7310	PRISONER TRANSPORT	4
7336	RAILROAD - TRESPASSING	1
7337	RAILROAD - CROSSING PROBLEMS	1
7350	REMOVE UNWANTED SUBJECT	9
7360	REPOSSESSION	2
7376	SCAMS - ATTEMPTED	4
7400	SEX OFFENDER - REGISTRATION	17
7440	SOLICITATION COMPLAINT	2
7455	STOLEN PROPERTY - RECOVERED	1
7470	SUSPICIOUS ACTIVITY	24
7475	SUSPICIOUS AIRCRAFT	1
7480	SUSPICIOUS AUTO	11
7490	SUSPICIOUS NOISE	3
7500	SUSPICIOUS PERSON	21
7560	TRAFFIC COMPLAINT	16
7590	TRAFFIC STOP	8
7600	TRAFFIC STOP - CITATION	4

<u>Code</u>	<u>Description</u>	<u>Total</u>
7610	TRAFFIC STOP - WRITTEN WARNING	1
7640	TRASH	5
7650	UTILITIES COMPLAINT	12
7680	WIRE DOWN	3
7690	911 -HANG UP	58
7700	911-MISDIAL	17
7730	911- WIRELESS CALL	18
7740	911- TEST CALL	4
7760	911 - OPEN LINE	21
7780	911 - UNLAWFUL USE OF 9-1-1	7
7800	DELIVER MESSAGE	1
8000	STATION INFO - INFO NOT LISTED ELSEWHERE	57
9031	OEM - PREMISE ALERT - CODE PURPLE DIRECTIVE	2

Total - 1251
YTD Total - 5881

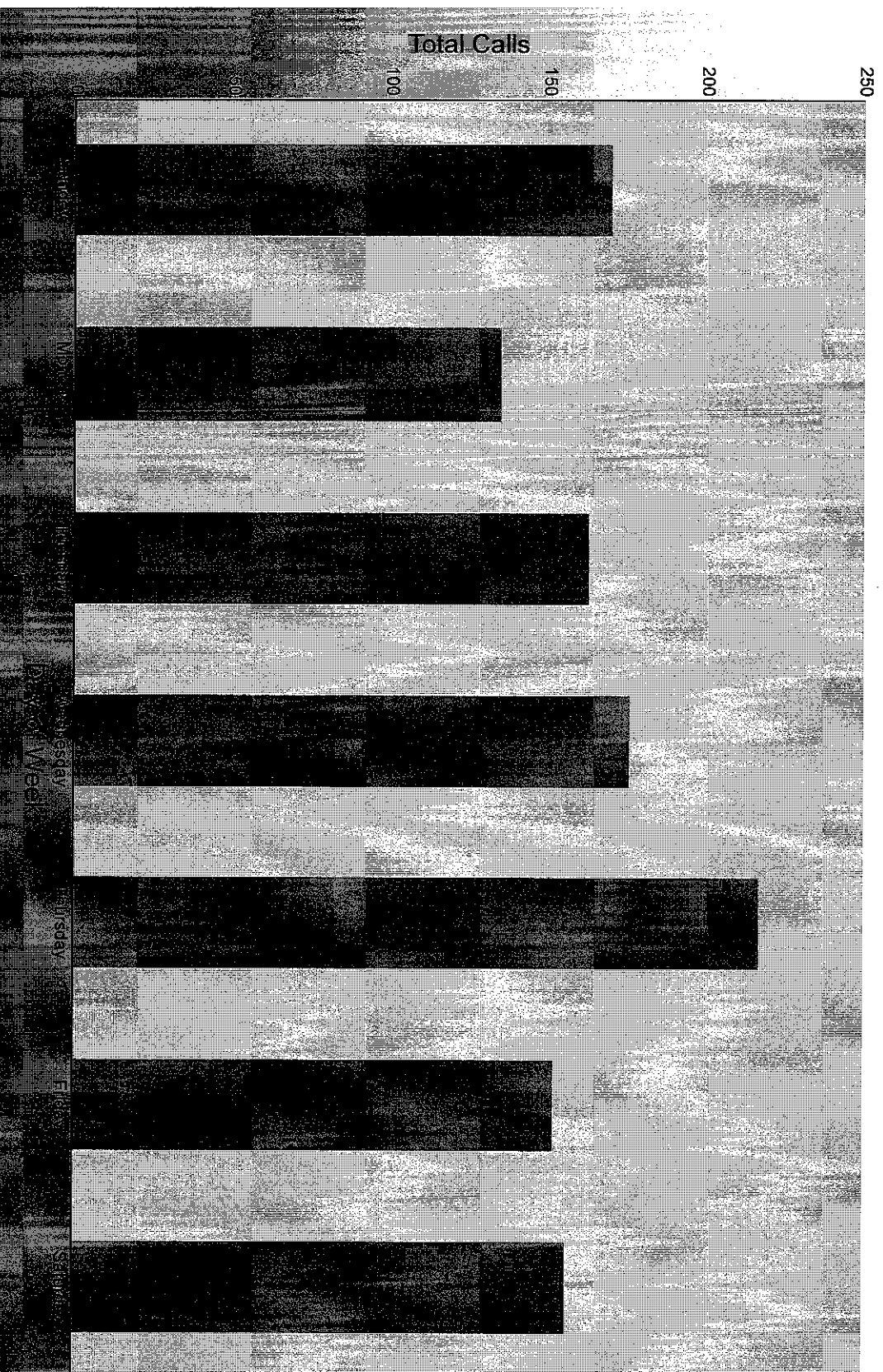


Kewanee PD Calls For Service by Time and Day April 2020

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
0000 - 0059 Hrs	2	2	3	7	7	0	5	26
0100 - 0159 Hrs	5	4	7	4	9	6	7	42
0200 - 0259 Hrs	7	2	6	6	5	5	5	36
0300 - 0359 Hrs	6	7	5	6	2	4	7	37
0400 - 0459 Hrs	4	4	5	7	4	3	6	33
0500 - 0559 Hrs	4	3	4	7	7	5	6	36
0600 - 0659 Hrs	7	5	4	2	5	3	2	28
0700 - 0759 Hrs	5	2	2	3	4	2	1	19
0800 - 0859 Hrs	5	7	7	5	6	7	7	44
0900 - 0959 Hrs	8	7	12	7	11	5	7	57
1000 - 1059 Hrs	7	9	12	9	18	12	4	71
1100 - 1159 Hrs	8	5	7	9	13	6	7	55
1200 - 1259 Hrs	6	8	12	14	8	9	9	66
1300 - 1359 Hrs	14	7	9	12	13	8	7	70
1400 - 1459 Hrs	9	7	7	12	18	11	15	79
1500 - 1559 Hrs	10	6	9	4	17	11	5	62
1600 - 1659 Hrs	8	8	4	9	16	13	5	63
1700 - 1759 Hrs	8	7	6	7	12	5	12	57
1800 - 1859 Hrs	11	10	6	10	11	6	7	61
1900 - 1959 Hrs	8	7	8	12	9	9	12	65
2000 - 2059 Hrs	8	2	6	8	5	7	10	46
2100 - 2159 Hrs	9	10	11	7	6	5	5	53
2200 - 2259 Hrs	7	4	6	3	5	6	2	33
2300 - 2359 Hrs	4	2	5	6	6	4	3	30
Total	170	135	163	176	217	152	156	1,169

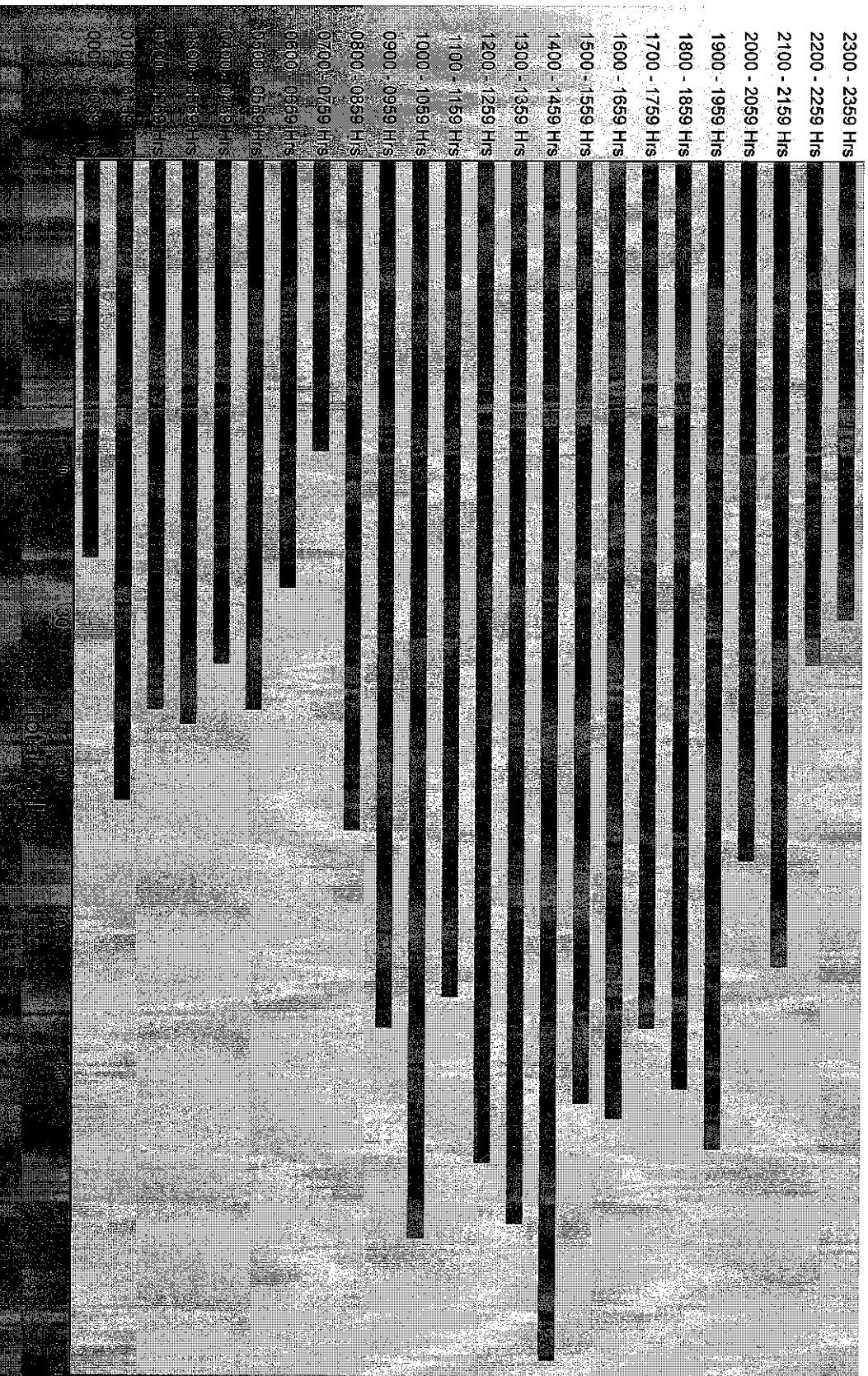
April 2020

Total Calls by Day

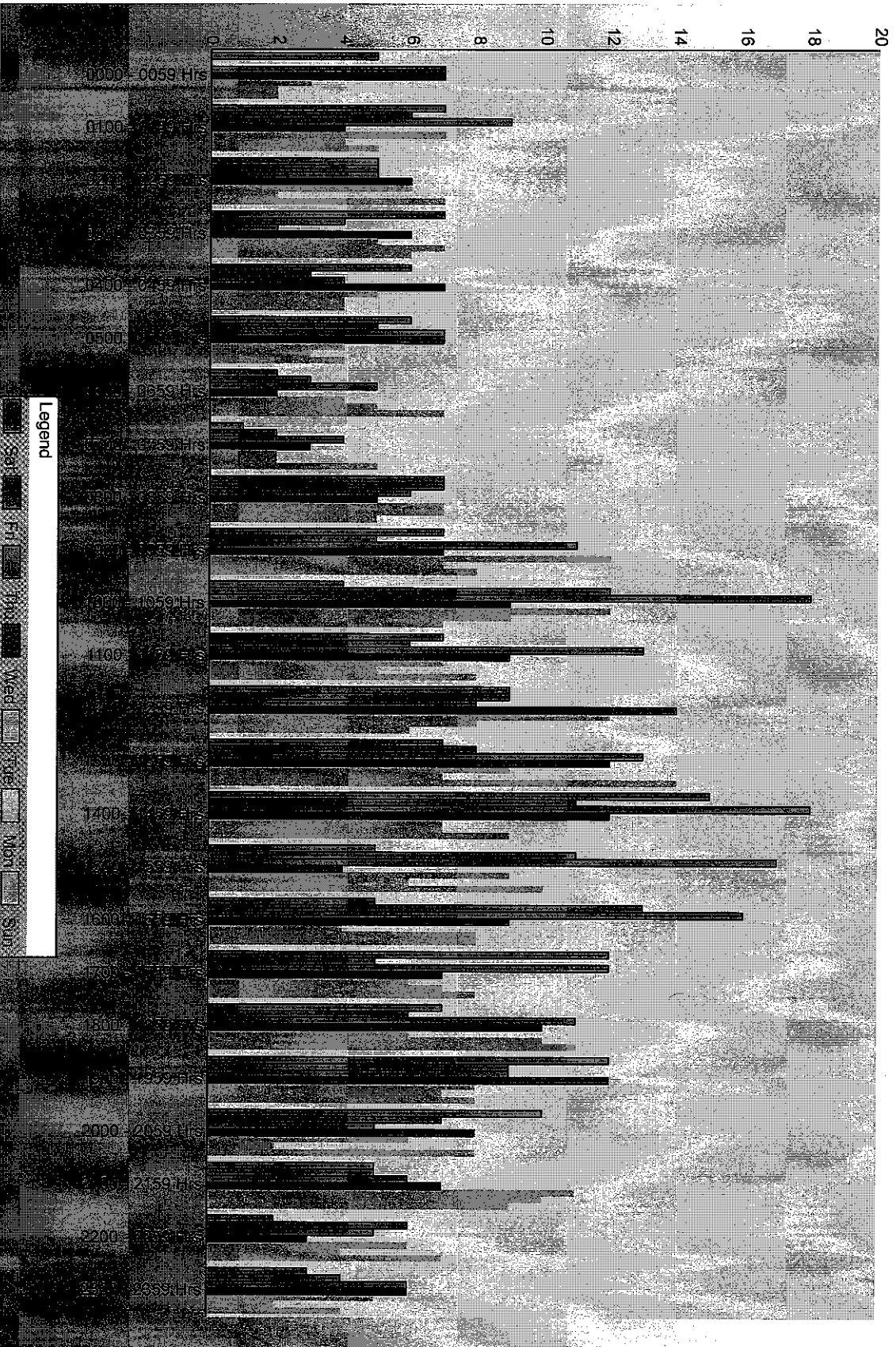


April 2020

Total Calls by Hour



April 2020 Total Calls by Hour and Day



CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	May 11, 2020	
RESOLUTION OR ORDINANCE NUMBER	Resolution 5216	
AGENDA TITLE	Authorizing the City Manager, or his designee, to execute a renewal to the agreement with Neponset Fire protection district for the provision of ambulance service.	
REQUESTING DEPARTMENT	Fire Department	
PRESENTER	Kevin Shook, Fire Chief	
FISCAL INFORMATION	Cost as recommended:	Revenue of \$28,000
	Budget Line Item:	Revenue 01-22-349.1
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To get council (approval or denial) to renew the current contract for another one year term	
BACKGROUND	The contract with the Neponset Fire Protection District expires on June 14, 2020. The original contract was for a one-year term with possible renewals of the contract as written for 3 additional years with both parties approval on an annual basis.	
SPECIAL NOTES	N/A	

ANALYSIS	The City is currently performing this service. It has not created any reported hardships on staff to respond to local emergencies. All payments have been made on time. As of May 6, 2020 while under contract thirty-one responses to the NFPD area have been logged with a comparable collection rate to local responses. The City received \$27,000 from NFPD and an additional \$7,667.23 (currently) from patient billing during the course of the first year of the contract with an expense of \$7,576.10 yielding a combined positive revenue stream of \$27,091.13
PUBLIC INFORMATION PROCESS	Standard postings of agenda and current online meeting standards.
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval
PROCUREMENT POLICY VERIFICATION	N/A
REFERENCE DOCUMENTS ATTACHED	Neponset FPD pdf.

RESOLUTION NO. 5216

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE A RENEWAL TO THE AGREEMENT WITH NEPONSET FIRE PROTECTION DISTRICT FOR THE PROVISION OF AMBULANCE SERVICE, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, The City of Kewanee Fire Department maintains an ambulance service for residents, businesses and visitors within their district and the surrounding district; and,

WHEREAS, the Neponset Fire Protection District has requested the City of Kewanee to provide ambulance service to the residents, businesses, and visitors of the Neponset Fire Protection District, as Kewanee is the nearest emergency facility to the district; and,

WHEREAS, this City currently performs this service and recognizes the need for expediency in an emergency situation; and,

WHEREAS, the current contract requires approval to provide an annual renewal of the contract.

NOW THEREFORE BE IT RESOLVED, BY THE KEWANEE CITY COUNCIL, IN COUNCIL ASSEMBLED, AS FOLLOWS:

Section 1 This Resolution shall be known as, and may hereinafter be referred to as, the Resolution Authorizing the Execution of a renewal to the Agreement with Neponset Fire Protection District for the provision of ambulance service.

Section 2 The City Manager, or his designee, is hereby authorized to sign, execute and deliver the agreement to provide a renewal of contract to Neponset Fire Protection District for ambulance service.

Section 3 If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the provisions of this Resolution.

Section 4 This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

Adopted by the Council of the City of Kewanee, Illinois this 11th day of May, 2020.

ATTEST:

Rabecka Jones, City Clerk

Gary Moore, Mayor

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

Report on Continuing Ambulance Service to Neponset Fire Protection District.

In the spring of 2019 Neponset Fire Protection District (Neponset) approached the City Of Kewanee (the City) to look into a service contract for performing emergency medical services for their fire protection district. During the months of April and May the item appeared on the council agenda numerous times for discussion and/or was tabled and finally voted upon. That vote resulted in a vote of 4-1 to enter into a contract for service. A contract was signed and began on June 14, 2019. The contract is for a one-year term with possible renewals set up for the following three years provided both entities approve of the renewal.

That approval to renew the current contract is what is brought to the council tonight on May 11, 2020.

Background

Neponset made a request to the City in 2016 in an effort to get Kewanee Fire Department (KFD) to take over EMS services for their district. Neponset had stated that having a continually staffed ambulance was an issue with their then current primary provider. Council denied this request. In 2019 Neponset approached the City once again for service. KFD had been performing through mutual aid agreements an estimated 70% of all calls to the Neponset district for EMS. This was primarily due to the ambulance service they had being unable to maintain 24-hour coverage possibly due to a lack of volunteers. Following April 1, 2019, Neponset had no service designated as their primary. Their previous provider disbanded their volunteer service and had entered into a paid contract that did not include Neponset. At that point, KFD began to perform 100% of the service through mutual aid. Because Mutual Aid is not billable to the requesting department (by State Law) no reimbursement for the service could be requested other than patient billing. The amount collected through strictly patient billing was not enough to cover all expenses of the service. A contract was negotiated by the City Manager and was based off Neponset's willingness to pay a rate that far exceeded out costs incurred to provide the service according to the cost analysis performed by Chief Shook.

Following the start of the current contract Neponset paid the City \$27,000 over two payments during the year for service. The City also billed the patients through its billing agency and received comparable collections as to what is collected in Kewanee. The renewal of the contract if approved is for \$28,000 plus patient billings.

Cost Analysis

Staff expenses per hour:	FY2020	FY2021
Average hourly rate	\$20.41	\$20.73
Average overtime rate	\$30.62	\$31.10

Additional Expenses per hour:

Pension Cost	\$1.80	\$1.84
Medicare cost	\$0.32	\$0.32
Medical	\$7.86	\$6.86
Excess Medical	\$0.94	\$0.94
Life/Disability	\$0.02	\$0.02
Clothing Allowance	\$0.21	\$0.21
Workman's Comp	<u>\$1.15</u>	<u>\$1.17</u>
Total hourly cost with benefits:	\$32.71	\$32.09

All figures based on 2825 working hours annually as stated in the bargaining agreement with IAFF-513.

Additional costs taken into account for FY2021:

	FY2020	FY2021
Ambulance depreciation	\$8.13	\$8.13
Fuel	\$5.60	\$5.69
Tires	\$0.42	\$0.42
Safety inspections	\$0.03	\$0.03
Cot maintenance	\$0.30	\$0.30
Employee: 2 on OT for 2 hours and 2 regular time 1 hour	\$187.90	\$188.58
Medical supplies	\$14.08	\$14.36
TOTAL	\$216.46/call x 35=\$7,576.10	\$217.51 x 35=\$7612.85

Based off 35 calls per year average the City cost of performing the service for FY2021 would be \$7,612.85 with the contract rate being \$28,000 plus patient billing.

PARAMEDIC AMBULANCE SERVICE AGREEMENT

THIS PARAMEDIC AMBULANCE SERVICE AGREEMENT ("Agreement") is made as of June 14, 2019 (the "Effective Date") between **NEPONSET FIRE DEPARTMENT** an Illinois political subdivision, located at 103 West Commercial Street, Neponset, Illinois 41345 ("Neponset") and **CITY OF KEWANEE**, an Illinois Municipal Corporation, having its principal place of business at 401 E Third Street, Kewanee IL 61443 ("EMS Provider") ("Kewanee EMS") and each may be referred to as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the City is a municipal corporation engaged in the business of municipal operations, including providing ambulance and paramedic level emergency medical services licensed by the Illinois Department of Public Health ("IDPH") and is authorized to provide service in the service area through a state-designated Medical Control Authority.

WHEREAS, the Parties agree that the availability of ambulance and paramedic level emergency medical services is a continuing necessity for the residents of the Village of Neponset and surrounding areas.

WHEREAS, the Parties agree that Neponset has difficulty providing such services as are contemplated within this agreement to the Village of Neponset and surrounding areas; and

WHEREAS, Neponset Fire Department may, pursuant to state statutes, enter into contracts for the provision of such ambulance and paramedic services to its residents and the City of Kewanee may, pursuant to the same statutes, contract to provide such services; and .

WHEREAS, Neponset wishes to utilize Kewanee EMS to provide these services to Neponset and its service area and wishes to contract with EMS Provider under the terms and conditions of this Agreement.

AGREEMENT

In consideration of these facts and the mutual covenants of the parties under this Agreement, the Parties agree as follows:

1. **TERM**. The initial term of this Agreement (the "Initial Term") shall be for a period of one (1) year, commencing on the Effective Date. Following the Initial Term, this Agreement may be renewed for three (3) successive one (1) year terms upon the mutual agreement of both parties ("Renewal Terms") (collectively, the Initial Term and any Renewal Terms shall be referred to as the "Term"). Either Party may terminate this Agreement during the Term consistent with the terms of Section 21 of this Agreement.

2. **KEWANEE EMS SERVICES AND RESPONSIBILITIES**. Kewanee EMS shall be a designated provider of ambulance and paramedic level emergency medical response services, which are licensed by the state of Illinois, within the boundaries of the Neponset Fire Department service area. In the interest of protecting the public health and welfare of its residents and to

provide for orderly and uniform emergency medical services to its residents, Neponset will require that any EMS Provider must be licensed to provide the services contemplated in this agreement. The Services in the Service Area shall include and be in compliance with the following:

- A. Kewanee EMS agrees to adhere to and be compliant with its adopted and approved System Protocols, Policies and Procedures as approved by the appropriate Medical Control Facility.
- B. Kewanee EMS will meet all federal, state and local licensing requirements necessary to operate as an Emergency Medical Service Provider. .
- C. The Services shall be performed by licensed, qualified crews. Each crew at a minimum shall consist of one (1) paramedic and one (1) emergency medical technician ("EMT") per ambulance. Kewanee EMS shall utilize mutual aid for and from adjoining areas when it deems appropriate. Kewanee EMS may adjust staffing levels to reflect any increase or decrease in patient transport volume.
- D. Kewanee EMS shall be responsible to maintain its equipment and vehicles in a condition sufficient to perform the Services and in keeping with generally accepted practices and standards for the maintenance of such emergency vehicles.
- E. Kewanee EMS will maintain a comprehensive communications system that is fully integrated with Bureau/Stark 911 Public Safety Answering Points (the "PSAPs"). To the extent possible, Kewanee EMS will ensure its units have the capability to communicate with the PSAP as well as police, fire, and rescue units operating within Bureau/Stark County. In addition to communication equipment in the ambulance vehicles, Kewanee EMS shall also equip the paramedic/ambulance crews with portable radios for use when they are not in the vehicle.
- M. Kewanee EMS will maintain adequate and appropriate liability insurance of the types and limits as it deems appropriate.

3. RECOGNITION OF KEWANEE EMS AUTHORITY. Subject to the terms of this Agreement, Neponset agrees that Kewanee EMS has the discretion to define the manner in which it performs the Services, including without limitation, each of the following:

- A. Determining the identity of its personnel who will perform the Services. In particular, Neponset recognizes that Kewanee EMS is under no obligation of any kind to interview or employ any Neponset Fire Department personnel to become Kewanee EMS employees.
- B. Setting the terms and conditions of employment for all Kewanee EMS personnel who perform the Services.
- C. Applying Kewanee EMS service policies or procedures with respect to the manner in which Kewanee EMS will provide the Services.

- D. Exercising discretion with respect to the manner in which Kewanee EMS conducts its business operations in the Service Area.

4. **KEWANEE EMS REPORTING REQUIREMENTS.** Kewanee EMS will submit reports to Neponset quarterly, or at other intervals as mutually agreed to, which shall include, at a minimum, the following data and information:

- A. Number of calls.
- B. Response priority.
- C. Transport priority.
- D. Response Times.

5. **NEPONSET RESPONSIBILITIES.**

Neponset shall be responsible for the following:

- A. To the extent permissible by law, Neponset shall direct its PSAP to notify Kewanee EMS in a mutually agreed upon manner for all medical calls that the applicable PSAP receives at its 911 Dispatch Center requesting the Services within Neponset's service area.
- B. To the extent possible, Neponset will utilize available resources to provide Kewanee EMS with detailed maps for all Kewanee EMS personnel performing services under this Agreement.
- C. Assist Kewanee EMS as directed in the preparation of patients for transports from fire scenes, vehicular accidents, or other incidents to which Neponset personnel have responded in accordance with their duties as volunteer firemen.

6. **COMPENSATION AND FEES.** The Parties mutually agree that the rates and charges for the Services and the collections of the amount due from the recipients of the Services shall be the sole responsibility of Kewanee EMS. Within thirty (30) days of the Effective Date, Kewanee EMS agrees to provide Neponset with any updated list of rates assessed by Kewanee EMS. (Rates as of the Effective Date of this agreement are listed on the attached Addendum B.) Kewanee EMS may bill additionally for specific events or larger scale responses that are beyond the scope of normal day to day activities and services. In light of the costs to Kewanee EMS to perform the Services against the anticipated revenues to Kewanee EMS from collections, Neponset agrees to pay Kewanee EMS the Annual Service Retention Payment consistent with Addendum A.

7. **BILLING.** Kewanee EMS shall bill individuals for the Services consistent with:

- A. All applicable legal standards;

- B. Health plans under which individuals are provided covered benefits which include ambulance and paramedic services; and
- C. The rate schedule set forth in Addendum B and as amended in the future and routinely kept on file at Kewanee EMS.

8. RECORD KEEPING AND ACCESS TO RECORDS.

- A. Kewanee EMS shall keep complete accurate books and records regarding its business operations in the Service Area including, without limitation, the Services rendered and charges made and collected, in accordance with generally accepted accounting practices.
- B. All books and records covered by this Section shall be maintained for a period of not less than six (6) years from the date in which they were originally completed.
- C. Kewanee EMS shall also maintain all records as required by (1) any state laws, rules or regulations applicable to ambulance service providers, (2) sources of funding of the Services under this Agreement or (3) health plans or insurers that Kewanee EMS may bill for the Services.

9. **MEETINGS.** The Parties shall maintain ongoing communications and meetings as mutually agreed upon to ensure open communication as it relates to this Agreement. Kewanee EMS and Neponset shall have the right to mutually agree from time to time to either increase or decrease the amount and content of information to be reviewed at meetings.

10. **SAFETY.** Kewanee EMS shall maintain during this Agreement, such protective devices as reasonably required to prevent any accidents occurring as a consequence of its personnel's work. Kewanee EMS shall use safety devices which are approved by the Illinois Occupational Safety and Health Administration of the Illinois Department of Licensing and Regulatory Affairs. Kewanee EMS shall comply with all of the current laws, rules and regulations of the Illinois Occupational Health and Safety Act.

11. COMPLIANCE WITH LAWS, RULES, REGULATIONS, LICENSING AND

CERTIFICATION REQUIREMENTS. Kewanee EMS shall render the Services in material compliance with all applicable federal, state and local laws, ordinances, codes, rules and regulations and it, its employees, and its subcontractors shall meet all federal, state and local license, certification and authorization requirements for the Services.

12. **NONDISCRIMINATION.** Kewanee EMS shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations promulgated there under.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USCA §12101 et seq.), as amended, and regulations promulgated there under.

Breach of this Section shall be regarded as a material breach of this Agreement.

13. INDEMNIFICATION AND HOLD HARMLESS. Each Party shall, at its own expense, protect, defend, indemnify and hold harmless the other Party, and its elected and appointed officers, employees and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any criminal acts, intentional torts, acts or omissions which by statute create strict liability, negligent acts or omissions of Kewanee EMS or any of its officers, employees or agents which may arise out of this Agreement and in connection with the Services.

14. INSURANCE. Kewanee EMS shall not be required to purchase or maintain additional insurance beyond what it currently carries.

15. WAIVERS.

- A. No failure or delay on the part of either of the Parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
- B. In no event shall the making by Neponset of any payment due to Kewanee EMS constitute or be construed as a waiver by Neponset of any breach of a provision of this Agreement, or any default which may then exist, and the making of any such payment by Neponset while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to Kewanee EMS in respect to such breach or default.
- C. In no event shall the continuation of the Services by Kewanee EMS constitute or be construed as a waiver by Kewanee EMS of any breach of provision of this Agreement, or any default which may then exist, on the part of Neponset Fire Department.

16. AMENDMENT OR MODIFICATION. All modifications, amendments or waivers of any provisions of this Agreement or the Services, shall be made only by the written mutual consent of the Parties.

17. ASSIGNMENT OR SUBCONTRACTING. Kewanee EMS shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement, without the prior written consent of Neponset.

- 18. APPLICABLE LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Illinois. In the event any actions arising under this Agreement are brought by or against Neponset Fire Department, the Department and Kewanee EMS acknowledge and agree that the venue for such actions shall be established in accordance with the statutes of the State of Illinois.
- 19. DISREGARDING TITLES.** The titles of the Sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
- 20. COMPLETE AGREEMENT.** This Agreement and the attached Addendums to which it refers contain all the terms and conditions agreed upon by the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties.
- 21. TERMINATION.** Notwithstanding any other provision in this Agreement to the contrary, this Agreement and the Services may be terminated prior to the end of the Term by any of the following means:
- A. By mutual consent of the Parties through an amendment to this Agreement signed by the authorized representatives of both parties.
 - B. By either Party on ninety (90) days prior written notice to the other Party.
 - C. By either Party in the event of a default, as defined in Section 22 and elsewhere in this Agreement, if the defaulting Party fails to cure the default within thirty (30) days after receiving notice of default from the other Party.
- 22. DEFAULT.** In addition to other grounds for breach or default explicitly referenced elsewhere in this Agreement, default can also occur as a result of failure to obtain and or maintain licensing as required in this Agreement.
- 23. SEVERABILITY.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.
- 24. NOTICE.** All notices and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given (i) when delivered in person to the recipient, (ii) 48 hours after deposit in the United States Mail, by certified mail, postage prepaid, addressed to the party at its address set forth above or at another address as the party shall designate by providing notice under this Section; (iii) when Federal Express or comparable express delivery services delivers the notice to the recipient; (iv) when the recipient receives

the notice by electronic mail to the correct electronic mail address of the recipient, as confirmed in electronic notice to the sender. Notices will be directed to the Chief of each party.

25. **RELATIONSHIP OF PARTIES.** Nothing in this Agreement shall constitute, be construed to be, or create a partnership, joint venture, or lease between Kewanee EMS and Neponset. Kewanee EMS and Neponset Fire Department are independent parties under this Agreement.
26. **THIRD PARTIES.** This Agreement is for the benefit of the parties, their successors and assigns, and is not for the benefit of any third party.
27. **AMBIGUITIES.** Any term of this Agreement which is found to be ambiguous shall not be construed against either party on the basis of authorship or otherwise.
28. **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The persons signing on behalf of the Parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of said Parties and that this Agreement has been authorized by said Parties.

IN WITNESS WHEREOF, the authorized representatives of the Parties have fully signed and entered into this Agreement on the day and year first above written.

ATTEST:

By: 

Title: Treasurer

Neponset Fire Protection District

By: 

Title: President

City of Kewanee

ATTEST:

By: 

Title: Fire Chief

By: 

Title: City Manager

Addendum A

Annual Service Retention Payment:

(Paid Semi-annually with, with the first payment being due within 30 days of the date of this agreement, and each subsequent payment due six month thereafter for as long as the agreement shall remain in effect).

Year 1 \$27,000

Year 2 \$28,000

Year 3 \$29,500

Year 4 \$31,000

Neponset Fire Protection District EMS Calls June 14, 2019 through present May 6, 2020)

Date	Complaint	Call received	On scene	Response time In Minutes	Incident closed	Total call time	Incident loc	Transport to:	Run #	Total billed	Insurance	Bad Debt	Collected	Balance
7/11/2019 9:06	Abdominal Pain/Problems	7/11/2019 9:06	7/11/2019 9:15	9	7/11/2019 10:04	58	Neponset	OSF St Luke's	190711-0958	\$1,026.00	\$482.35	\$225.00	\$318.65	\$0.00
7/26/2019 10:22	Psychiatric Problem/Abnormal Behavior/Suicide .	7/26/2019 10:22	7/26/2019 10:35	13	7/26/2019 11:50	88	Neponset	OSF St Luke's	190726-1112	\$942.00	\$553.36		\$388.64	\$0.00
7/28/2019 21:49	Falls	7/28/2019 21:49	7/28/2019 21:58	9	7/28/2019 22:39	50	Neponset	OSF St Luke's	190728-2148	\$914.00	\$734.57		\$179.43	\$0.00
8/26/2019 4:54	Sick Person	8/26/2019 4:54	8/26/2019 5:11	17	8/26/2019 6:09	75	Neponset	OSF St Luke's	190826-0555	\$1,026.00	\$544.72		\$434.00	\$0.00
8/29/2019 8:01	Falls	8/29/2019 8:01	8/29/2019 8:09	8	8/29/2019 9:00	59	Neponset	OSF St Luke's	190829-0851	\$916.00	\$442.85		\$473.15	\$0.00
9/8/2019 14:11	Breathing Problem	9/8/2019 14:11	9/8/2019 14:17	6	9/8/2019 15:02	51	Neponset	OSF St Luke's	190908-1455	\$1,014.00	\$442.85		\$473.15	\$0.00
9/16/2019 14:47	Sick Person	9/16/2019 14:47	9/16/2019 14:56	9	9/16/2019 15:50	63	Neponset	OSF St Luke's	190916-1548	\$1,068.00	\$527.77		\$540.23	\$0.00
9/18/2019 10:59	Convulsions/Seizure	9/18/2019 10:59	9/18/2019 11:08	9	9/18/2019 11:55	54	Neponset	OSF St Luke's	190918-1144	\$1,028.00	\$0.00	\$205.60	\$822.40	\$0.00
9/22/2019 0:22	Assault	9/22/2019 0:22	9/22/2019 0:28	6	9/22/2019 0:53	31	Neponset	refusal	190922-0030	\$25.00	\$0.00	\$25.00		\$0.00
9/23/2019 10:50	Unknown Problem/Person Down	9/23/2019 10:50	9/23/2019 11:00	10	9/23/2019 11:13	23	Neponset	refusal	190923-1051	\$25.00	\$0.00		\$25.00	\$0.00
9/29/2019 10:42	Sick Person	9/29/2019 10:42	9/29/2019 10:49	7	9/29/2019 11:42	60	Neponset	OSF St Luke's	190929-1128	\$990.00	\$465.52		\$524.48	\$0.00
10/7/2019 13:41	Sick Person	10/7/2019 13:41	10/7/2019 13:49	8	10/7/2019 14:14	33	Neponset	refusal	191007-0845	\$25.00	\$0.00	\$25.00		\$0.00
10/10/2019 17:47	Unknown Problem/Person Down	10/10/2019 17:47	10/10/2019 17:57	10	10/10/2019 18:20	33	Neponset	refusal	191010-1747	\$0.00	\$0.00		\$0.00	\$0.00
10/25/2019 22:00	Cardiac Arrest/Death	10/25/2019 22:00	10/25/2019 22:09	9	10/25/2019 22:46	46	Neponset	DAS	191025-2214	\$0.00	\$0.00		\$0.00	\$0.00
10/30/2019 1:16	Sick Person	10/30/2019 1:16	10/30/2019 1:24	8	10/30/2019 1:53	37	Neponset	OSF St Luke's	191030-0114	\$926.00	\$747.03		\$178.97	\$0.00
11/17/2019 7:56	Falls	11/17/2019 7:56	11/17/2019 8:08	12	11/17/2019 9:09	73	Neponset	OSF St Luke's	191117-0903	\$1,112.00	\$450.13		\$537.04	\$114.83
11/26/2019 7:31	Breathing Problem	11/26/2019 7:31	11/26/2019 7:38	7	11/26/2019 8:28	57	Neponset	OSF St Luke's	191126-0825	\$1,040.00	\$515.52		\$524.48	\$0.00
12/8/2019 2:51	Sick Person	12/8/2019 2:51	12/8/2019 2:58	7	12/8/2019 3:17	28	Neponset	refusal	191208-0252	\$25.00				\$25.00
12/13/2019 6:02	Traffic Accident	12/13/2019 6:02	12/13/2019 6:12	10	12/13/2019 6:23	19	Neponset	refusal	191213-0625	\$25.00				\$25.00
1/1/2020 11:05	Sick Person	1/1/2020 11:05	1/1/2020 11:13	8	1/1/2020 12:12	67	Neponset	OSF St Luke's	200101-1158	\$773.68	196.59		\$577.09	\$0.00
1/3/2020 10:26	Falls	1/3/2020 10:26	1/3/2020 10:34	8	1/3/2020 10:40	14	Neponset	refusal	200103-0951	\$25.00		\$25.00		\$0.00
2/3/2020 16:39	Falls	2/3/2020 16:39	2/3/2020 16:45	6	2/3/2020 17:36	57	Neponset	OSF St Luke's	200203-1731	\$1,034.00	509.08		\$418.23	\$106.69
2/3/2020 20:03	Altered Mental Status	2/3/2020 20:03	2/3/2020 20:12	9	2/3/2020 21:04	61	Neponset	OSF St Luke's	200203-2051	\$1,056.00				\$1,056.00
2/9/2020 20:10	Psychiatric Problem/Abnormal Behavior/Suicide	2/9/2020 20:10	2/9/2020 20:19	9	2/9/2020 20:59	49	Neponset	OSF St Luke's	200209-2035	\$854.00	412.5		\$331.77	\$89.73
2/14/2020 17:36	Stroke/CVA	2/14/2020 17:36	2/14/2020 17:48	12	2/14/2020 18:35	47	Neponset	OSF St Luke's	200214-1737	\$1,078.00			\$1,078.00	\$0.00
2/20/2020 17:43	Sick Person	2/20/2020 17:43	2/20/2020 17:50	7	2/20/2020 18:46	56	Neponset	OSF St Luke's	200220-1838	\$1,018.00	473.77		\$544.23	\$0.00
2/22/2020 15:41	Psychiatric Problem/Abnormal Behavior/Suicide	2/22/2020 15:41	2/22/2020 15:47	6	2/22/2020 16:28	49	Neponset	OSF St Luke's	200222-1550	\$864.00	416.82		\$356.29	\$90.89
3/15/2020 19:02	Sick Person	3/15/2020 19:02	3/15/2020 19:10	8	3/15/2020 20:38	88	Neponset	OSF St Luke's	200315-2027	\$1,018.00				\$1,018.00
3/18/2020 5:27	Falls	3/18/2020 5:27	3/18/2020 5:35	8	3/18/2020 5:50	23	Neponset	refusal	200318-0547	\$25.00				\$25.00
3/30/2020 0:40	Electrocution/Lightning	3/30/2020 0:40	3/30/2020 0:50	10	3/30/2020 1:04	24	Neponset	refusal	200330-0048	\$0.00				\$0.00
4/29/2020 0:00	Breathing Problem	4/29/2020 12:10	4/29/2020 12:10	9	4/29/2020 13:18	68	Neponset	OSF St Luke's	200429-1306	Unk				
31 calls				Avg 8.74 minutes		Avg 49.71 minutes		21 Transport/ 9 refusal/ 1 DAS	TOTALS	\$19,872.68	\$7,915.43	\$505.60	\$7,667.23	\$3,629.14

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	May 11, 2020	
RESOLUTION OR ORDINANCE NUMBER	Resolution # 5217	
AGENDA TITLE	Awarding demolition contract for the demolition of the buildings located at 620 E. 11 th St.	
REQUESTING DEPARTMENT	Community Development	
PRESENTER	Keith Edwards, Director of Community Development	
FISCAL INFORMATION	Cost as recommended:	\$6450.00
	Budget Line Item:	01-65-595
	Balance Available	
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To award a contract to Martin Bros. Co. Inc. to demolish all buildings on the lot located at 620 e. 11 th St.	
BACKGROUND	Inspections of the property and buildings located at 620 E. 11 th St. provided enough evidence to issue a Dangerous Building Notice on August 7, 2019. As result of the Dangerous Building Notice, Director of Community Development received an Order from the Court for demolition of all buildings located at 620 E. 11th St. A Request For Proposal was drafted and published with a bid due date of May 6, 2020.	
SPECIAL NOTES	Cost of this demolition will be submitted for reimbursement from the APP Grant received from the state.	

ANALYSIS	Four bids were received and opened by the City Clerk on February 19, 2020. Martin Bros. Co., Inc: \$6450.00 Kirk Dana Construction: \$68000.00 Ratliff Bros. & Co., Inc: \$9800.00 JIMAX Corp: \$12899.00
PUBLIC INFORMATION PROCESS	All legal processes required to obtain the demolition order were followed. Notice for the Request For Proposal was published in the Star Courier.
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends granting the contract for this demolition to Martin Bros. Co., Inc.
PROCUREMENT POLICY VERIFICATION	
REFERENCE DOCUMENTS ATTACHED	Scope of Work for 620 E. 11 th St., Copies of the submitted bids.

Everything You Need!

Phone 309-852-2611, Ext. 222
Fax 309-856-6001

April 21, 2020

Scope of Work
Demolition of Building and related work at 620 E. 11th St.

Bids will be accepted by the City of Kewanee prior to 10:00 a.m., May 6, 2020 for the demolition of the building and related work located at the following address:

620 E. 11th St., Kewanee, IL, legally described as:

LOT 10 & W33 LOT 9 BLK 1 BAUERS 3RD ADD CITY OF KEWANEE, situated in the County of Henry and State of Illinois.

P.I.N.: 20-28-426-022

A bid bond or certified check for an amount equal to 10% of the total value of the bid must accompany said bid.

Please note Special Provisions:

This demolition will be utilizing Illinois State grant money. The Contractor shall be required to pay all laborers, workmen, and mechanics, performing work under the winning bidder's contract with the City, a rate of pay which is not less than the prevailing wage rate as found by the City of Kewanee or the Department of Labor as determined by the Court of Review.

It is understood and agreed that the award will be made to the lowest responsible bidder who submits the proposal that provides the City, in its opinion, the best value for the lump sum cost proposed.

Bidders must comply with the City of Kewanee Code of Ordinances Sections §150.075 - 150.081, Demolition of Buildings, which is available at City Hall. This includes providing proof of public liability insurance in the sum of \$50000.00 as required by §150.076.

Only clean debris permitted by the Illinois Environmental Protection Act section 3.160.b may be used as fill material. This means only uncontaminated broken concrete without protruding metal bars, bricks, rock, stone or soil generated from construction or demolition activities. The property **MUST** be inspected by the Director of Community Development after waste material has been removed and **BEFORE** filling of the basement or any other voids in the ground resulting from demolition. **FAILURE** to have the property inspected after removal of waste material will result in the contractor to excavate the property at the contractor's expense to allow for the inspection and approval of the City. The City may require an inspection of the fill material prior to it being placed in the ground as the City's discretion.

Demolition debris shall be disposed of in accordance with all applicable ordinances, statutes and regulations both state and federal, including but not limited to the IEPA, and EPA regulations which pertain to the manner of demolition and type of refuse as well as the type of structure being demolished. All waste material shall be disposed of off-site. **Weigh tickets for dumping of the debris at a lawful site shall be provided.** No demolition debris shall be deposited at the Kewanee Solid Waste Transfer Station.

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Fax 309-856-6001

The contractor acknowledges that the work as contemplated by this Request For Proposal must be completed no later than 28 days from the date of the contract being signed. Should the Contractor fail to perform all work by the expiration of this deadline, the Contractor acknowledges that they may be deemed an "irresponsible bidder" for the purpose of future bidding opportunities and potentially disqualified from bidding as such.

Should the deadline be exceeded and after a ten day grace period, the contract price shall be reduced by 10% for every week past the grace period that the project is not complete.

THE CONTRACTOR IS RESPONSIBLE FOR CALLING JULIE (ILLINOIS ONE-CALL SYSTEM) TO ACQUIRE A DIG NUMBER PRIOR TO COMENCING WORK.

The work consists of:

1. CONTRACTOR SHALL VERIFY THAT NO PERSONS ARE IN THE HOUSE PRIOR TO COMMENCING DEMOLITION WORK. IF ANY PERSONS ARE PRESENT, CONTRACT SHALL CONTACT THE DIRECTOR OF COMMUNITY DEVELOPMENT IMMEDIATELY. Notice shall be posted and served by KPD prior to the RFP due date.
2. Demolish the existing house.
3. Remove and dispose of any trailers, boats or vehicles on the property.
4. Remove tree located in the front yard and tree located at rear center of property near/in right of way. PLEASE NOTE: The neighbor to the North has drainage material that terminates in/near the right of way. Use caution to not cause damage to said drainage material.
5. Remove foundation from garage located to the East of the house.
6. *Remove and properly dispose of all rubbish, brush and debris located on the lot and in, and around, the buildings.
7. *Remove all trees and vegetation around perimeter of the foundations of house.
8. *Break apart all foundation parts for all buildings. Clean brick or concrete can be used to fill the basement of the house. All other must be removed.
9. *Demolition debris shall be disposed of in accordance with all applicable ordinances, statutes and regulations both state and federal, including but not limited to the IEPA, and EPA regulations which pertain to the manner of demolition and type of refuse as well as the type of structure being demolished. All waste material shall be disposed of off-site. **Weigh tickets for dumping of the debris at a lawful site shall be provided.** No demolition debris shall be deposited at the Kewanee Solid Waste Transfer Station.
10. *The property MUST be inspected by the Director of Community Development after waste material has been removed and BEFORE filling of the basement or any other voids in the ground resulting

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from demolition. FAILURE to have the property inspected after removal of waste material will result in the contractor to excavate the property at the contractor's expense to allow for the inspection and approval of the City.

11. *Provide a uniformly sloped surface, matching existing ground contours, after removing the buildings. Final layer of fill material to be clean topsoil free from clumps, stones, sticks, asphalt, bricks, or debris. **Topsoil shall be applied in a layer a minimum of 12 inches thick. Said topsoil shall be capable of supporting turf grass growth. Seeding to be completed by the contractor.**
12. *Install mortar plug in the existing sanitary sewer service lateral at the property line. The inspection of the plugged sewer must be inspected by the City of Kewanee Director of Community Development or Public Works Coordinator. Failure to have this inspection will result in the contractor to excavate the site at the contractor's expense to allow for the inspection and approval of the City.
13. *The City of Kewanee will obtain the required permits and cause the various utilities to be disconnected.

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Phone 309-852-2611, Ext. 222
Fax 309-856-6001

CITY OF KEWANEE

Request for Demolition Bids

The City of Kewanee is seeking bids for the demolition of the building and related work located at **620 E. 11th St.** in Kewanee. Bidders must comply with the City of Kewanee Code of Ordinances Sections 150.075 - 150.081, Demolition of Buildings, which is available at City Hall. Only clean debris permitted by the Illinois Environmental Protection Act section 3.160.b may be used as fill material. This means only uncontaminated broken concrete without protruding metal bars, bricks, rock, stone or soil generated from construction or demolition activities. The work consists of demolishing the existing building on the site and disposing of the demolition debris in a legal manner. Provide a level surface upon completion. Perform other related work as indicated in the scope of work. All work is to be completed within **28** days after receiving notice to proceed from the City. Should the Contractor fail to perform all work by the expiration of this deadline, the Contractor acknowledges that they may be deemed an "irresponsible bidder" for the purpose of future bidding opportunities and potentially disqualified from bidding as such.

Complete copies of the specifications for this demolition work are available at the City Clerk's Office, 401 E. Third Street, Kewanee, IL 61443.

Bids must be submitted, on the Proposal Forms provided, to the City Clerk, City Hall, 401 E. Third Street, Kewanee, IL, 61443-2365 in sealed envelopes marked "DEMOLITION BID 620 E. 11th St.". A bid bond or certified check for an amount equal to 10% of the total value of the bid must accompany said bid. Bids must be received by 10:00 AM on May 6, 2020 and will be opened at that time. Once the City enters into an agreement with a bidder the bid bond of unsuccessful bidders will be returned. The City of Kewanee reserves the right to reject any or all bids and to waive irregularities.

It is understood and agreed that the award will be made to the lowest responsible bidder who submits the proposal that provides the City, in its opinion, the best value for the lump sum cost proposed.



Community Development Department
401 E Third St
Kewanee, IL. 61443

Everything You Need!

Phone 309-852-2611, Ext. 222
Fax 309-856-6001

PROPOSAL

To the City Clerk, City of Kewanee, Illinois:

The undersigned, having become familiar with the local conditions affecting the cost of the work and with the scope of work including the advertisement for the RFP, and specifications on file in the office of the City Clerk of the City of Kewanee, hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Demolition and related work at 620 E. 11th St., for the sum set forth in the following bidding schedule. Said work shall be completed within **28** days after having received Notice to Proceed from the City of Kewanee. Should the Contractor fail to perform all work by the expiration of this deadline, the Contractor acknowledges that they may be deemed an "irresponsible bidder" for the purpose of future bidding opportunities and potentially disqualified from bidding as such.

Item	Unit	Description
1	Lump Sum	Demolition and related work at 620 E 11 th St.
<i>Total Price (in Writing)</i>		<i>Total Price (in numbers)</i>

It is understood and agreed that the award will be made to the lowest responsible bidder who submits the proposal that provides the City, in its opinion, the best value for the lump sum cost proposed.

In submitting this proposal, it is understood that the right is reserved by the City to reject any and all proposals. It is agreed that this proposal may not be withdrawn for a period of thirty (30) days from the opening thereof.

Firm Name

By

Title

Official Address

*Everything You Need!*Phone 309-852-2611, Ext. 222
Fax 309-856-6001**PROPOSAL**

To the City Clerk, City of Kewanee, Illinois:

The undersigned, having become familiar with the local conditions affecting the cost of the work and with the scope of work including the advertisement for the RFP, and specifications on file in the office of the City Clerk of the City of Kewanee, hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Demolition and related work at 620 E. 11th St., for the sum set forth in the following bidding schedule. Said work shall be completed within 28 days after having received Notice to Proceed from the City of Kewanee. Should the Contractor fail to perform all work by the expiration of this deadline, the Contractor acknowledges that they may be deemed an "irresponsible bidder" for the purpose of future bidding opportunities and potentially disqualified from bidding as such.

Item	Unit	Description
1	Lump Sum	Demolition and related work at 620 E 11 th St.
Total Price (in Writing)		Total Price (in numbers)
Six thousand four hundred fifty + 00/100		\$6450 00

It is understood and agreed that the award will be made to the lowest responsible bidder who submits the proposal that provides the City, in its opinion, the best value for the lump sum cost proposed.

In submitting this proposal, it is understood that the right is reserved by the City to reject any and all proposals. It is agreed that this proposal may not be withdrawn for a period of thirty (30) days from the opening thereof.

Martin Bros Co. Inc.
Firm NameBy Thomas MartinPresident Martin Bros Co.
Title

Official Address

PO Box 1641
Kewanee, IL 61443

Everything You Need!

Phone 309-852-2611, Ext. 222
Fax 309-856-6001

PROPOSAL

To the City Clerk, City of Kewanee, Illinois:

The undersigned, having become familiar with the local conditions affecting the cost of the work and with the scope of work including the advertisement for the RFP, and specifications on file in the office of the City Clerk of the City of Kewanee, hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Demolition and related work at 620 E. 11th St., for the sum set forth in the following bidding schedule. Said work shall be completed within 28 days after having received Notice to Proceed from the City of Kewanee. Should the Contractor fail to perform all work by the expiration of this deadline, the Contractor acknowledges that they may be deemed an "irresponsible bidder" for the purpose of future bidding opportunities and potentially disqualified from bidding as such.

Item	Unit	Description
1	Lump Sum	Demolition and related work at 620 E 11 th St.
Total Price (in Writing)		Total Price (in numbers)
<i>six thousand eight hundred and no/100</i>		<i>\$6800.00</i>

It is understood and agreed that the award will be made to the lowest responsible bidder who submits the proposal that provides the City, in its opinion, the best value for the lump sum cost proposed.

In submitting this proposal, it is understood that the right is reserved by the City to reject any and all proposals. It is agreed that this proposal may not be withdrawn for a period of thirty (30) days from the opening thereof.

Dana Construction
Firm Name

By Kirk DANA

OWNER
Title

Official Address

502 W Jackson

*Everything You Need!*Phone 309-852-2611, Ext. 222
Fax 309-856-6001**PROPOSAL**

To the City Clerk, City of Kewanee, Illinois:

The undersigned, having become familiar with the local conditions affecting the cost of the work and with the scope of work including the advertisement for the RFP, and specifications on file in the office of the City Clerk of the City of Kewanee, hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Demolition and related work at 620 E. 11th St., for the sum set forth in the following bidding schedule. Said work shall be completed within 28 days after having received Notice to Proceed from the City of Kewanee. Should the Contractor fail to perform all work by the expiration of this deadline, the Contractor acknowledges that they may be deemed an "irresponsible bidder" for the purpose of future bidding opportunities and potentially disqualified from bidding as such.

Item	Unit	Description
1	Lump Sum	Demolition and related work at 620 E 11 th St.
Total Price (in Writing)		Total Price (in numbers)
NINE THOUSAND EIGHT HUNDRED DOLLARS		\$ 9,800.00

It is understood and agreed that the award will be made to the lowest responsible bidder who submits the proposal that provides the City, in its opinion, the best value for the lump sum cost proposed.

In submitting this proposal, it is understood that the right is reserved by the City to reject any and all proposals. It is agreed that this proposal may not be withdrawn for a period of thirty (30) days from the opening thereof.

RATLIFE Bros & CO.
Firm NameBy Terry NeirynckSUPERINTENDENT
Title

Official Address

701 Dewey Ave
Kewanee IL 61443



Community Development Department
401 E Third St
Kewanee, IL 61443

Everything You Need!

Phone 309-852-2611, Ext. 222
Fax 309-856-6001

PROPOSAL

To the City Clerk, City of Kewanee, Illinois:

The undersigned, having become familiar with the local conditions affecting the cost of the work and with the scope of work including the advertisement for the RFP, and specifications on file in the office of the City Clerk of the City of Kewanee, hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Demolition and related work at 620 E. 11th St., for the sum set forth in the following bidding schedule. Said work shall be completed within 28 days after having received Notice to Proceed from the City of Kewanee. Should the Contractor fail to perform all work by the expiration of this deadline, the Contractor acknowledges that they may be deemed an "irresponsible bidder" for the purpose of future bidding opportunities and potentially disqualified from bidding as such.

Item	Unit	Description
1	Lump Sum	Demolition and related work at 620 E 11 th St.
Total Price (in Writing)		Total Price (in numbers)
Twelve thousand eight hundred ninety nine dollars		\$12,899.00

It is understood and agreed that the award will be made to the lowest responsible bidder who submits the proposal that provides the City, in its opinion, the best value for the lump sum cost proposed.

In submitting this proposal, it is understood that the right is reserved by the City to reject any and all proposals. It is agreed that this proposal may not be withdrawn for a period of thirty (30) days from the opening thereof.

JIMAX CORP.

Firm Name

By JAMES KOSNER

PRESIDENT

Title

Official Address

3545 SW JIMAX WAY
PEORIA IL 61605

309-253-0192

JAMES KOSNER

RESOLUTION NO. 5217

A RESOLUTION TO AWARD DEMOLITION WORK AT 620 E. 11TH ST. TO MARTIN BROS. CO., INC., AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, The City of Kewanee, in Case No. 19-MR-166K in the 14th Judicial Circuit in Henry County, obtained a court order to demolish the buildings located at 620 E 11th St.; and,

WHEREAS, The Kewanee City Council finds it in the best interest of the City to remove the dilapidated buildings located on the land at 620 E 11th St.; and,

WHEREAS, City of Kewanee staff advertised for, and solicited, sealed lump sum bids for demolition of the buildings, and related work at 620 E 11th St. in Kewanee; and,

WHEREAS, Four firms submitted bids, and they were opened by the City Clerk at 10:00 a.m., on May 6, 2020; and,

WHEREAS, The bids received were:

620 E 11th St. Demolition

Firm	Bid
Martin Bros. Co., Inc.	\$6450.00
Kirk Dana Construction	\$6800.00
Ratliff Bros. Co., Inc.	\$9800.00
JIMAX Corp.	\$12899.00

WHEREAS, City staff has recommended that the demolition work at 620 E 11th St. be awarded to Martin Bros. Co., Inc.

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

Section 1 The bid of Martin Bros. Co., Inc. of Kewanee as shown above, is hereby accepted, and the City Manager is authorized to sign the necessary documents in order to have Martin Bros. Co., Inc. complete the demolition and related work at 620 E 11th St., in full compliance with the project documents prepared by City of Kewanee staff, and all applicable rules and regulations.

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

Adopted by the Council of the City of Kewanee, Illinois this 11th day of May 2020.

ATTEST:

Rabecka Jones, City Clerk

Gary Moore, Mayor

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

RESOLUTION NO. 5218

A RESOLUTION TO AFFIRM THE MAYOR'S RECOMMENDATION FOR APPOINTMENTS TO VARIOUS COMMISSIONS AND BOARDS, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, The Mayor is responsible for the appointment of individuals to serve on various boards and commissions that serve the Council, and the community; and

WHEREAS, The Mayor hereby recommends the following individuals for appointment to serve on a board or commission as delineated, and for a term as indicated.

BE IT RESOLVED, BY THE CITY COUNCIL OF KEWANEE:

Section 1 The following citizens of the City of Kewanee are appointed to the following board or commission, and for the term, indicated:

Board	Expires	City Code Sec.	Name	Address
Zoning Board of Appeals Chairperson	April 30, 2021	Sec. 33.060	Jerry Thompson	601 Dewey Ave.
Zoning Board of Appeals	April 30, 2025	Sec. 33.060	Richard Clark	418 E. South St.
Zoning Board of Appeals	April 30, 2023	Sec. 33.060	David McIntyre	1005 Knox St.
Plan Commission Chairperson	April 30, 2021	Sec. 33.091	Steve Morrison	457 Valmar Dr.
Plan Commission	April 30, 2023	Sec. 33.091	John Sayers	11 Edgewood Dr.
Plan Commission	April 30, 2023	Sec. 33.091	Matt Mirocha	925 Terry Ave.
Plan Commission	April 30, 2023	Sec. 33.091	Clara Hemphill	907 N. Main St.
Plan Commission	April 30, 2021	Sec. 33.091	Matt Costenson	32 Edgewood Dr.
Plan Commission	April 30, 2021	Sec. 33.091	David Edleman	620 Dwight St.
Plan Commission	April 30, 2023	Sec. 33.091	Larry Minella	521 W. Central Blvd.

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

Adopted by the Council of the City of Kewanee, Illinois this 11th day of May 2020.

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 Steve Faber				
Council Member Chris Colomer				
Council Member Michael Yaklich				

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	May 11, 2020	
RESOLUTION OR ORDINANCE NUMBER	Resolution #5219	
AGENDA TITLE	Approval of a Resolution accepting the Quotation from BEA Britton Electronics and Automation, Inc. to replace the Scada system at the North and South Water Treatment Plants	
REQUESTING DEPARTMENT	Public Works	
PRESENTER	Scott Hinton, City Engineer	
FISCAL INFORMATION	Cost as recommended:	\$16,100
	Budget Line Item:	51-93-830
	Balance Available	\$70,000 in the proposed FY2021 budget
	New Appropriation Required:	[] Yes [X] No
PURPOSE	Approval of the Quotation is necessary to replace the Scada system at the Water Treatment Plants.	

BACKGROUND	<p>The automated North and South Water Treatment Plants are controlled by a Supervisory Control and Data Acquisition (Scada) system. The Scada system consists of two parts: an RSview32 software package that monitors the wells and treatment train and a computer interface that allows the plant operator to view data collected from RSview32 and make changes to the treatment process as necessary. The interface is a unique program designed specifically for Kewanee's plants.</p> <p>Both the RSview32 software and the computer interface are outdated and no longer functioning properly. Both are 32bit Windows 7 based which is no longer supported by Microsoft or the software developer. RSview32 has been replaced with a 64bit, Windows 10-based Factorytalk View software package. BEA Britton generated the interface to work with the RSview32 software and proposes to supply the latest version of Factorytalk View and to develop a new interface to work with Factorytalk View.</p> <p>The new Scadasystem is expected to have a 6 to 7 year life.</p>
SPECIAL NOTES	<p>The Scada system includes an emergency telephone dialer which calls the operator when an unusual reading is detected. These emergency calls generally happen several times per week. The emergency dialer recently stopped functioning, so there is no system in place to notify staff of after-hour plant issues and malfunctions.</p>
ANALYSIS	<p>The Scada system controls the treatment process and, as such, must operate properly. Staff finds no option but to replace the entire system.</p>
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	<p>Staff recommends accepting the Quotation from BEA Britton to provide the latest version of Factorytalk View software and the associated computer interface.</p>

PROCUREMENT POLICY VERIFICATION	This is an emergency purchase as the Water Treatment Plants can't operate without a SCADA system. BEA Britton has long been the City's electronic and control system consultant with knowledge of how our plants operate.
REFERENCE DOCUMENTS ATTACHED	Quotation attached.



Quotation

May 4, 2020

To:	Chris Cruse	From:	Robert C. Britton
Company:	City of Kewanee	Phone:	309.353.5376
Phone:		Fax:	309.353.1372
Fax:		Email:	Robert@go-bea.com

SCOPE OF WORK: Replace Scada Computer and Upgrade RSview to Factorytalk View

We Propose to replace the Scada computer and upgrade the RSview project to Factorytalk View Station Edition. RSView32 is no longer supported on Windows machines later than Windows 7 64Bit. Windows 7 is no longer supported on any modern processor. The upgrade path is to move to Factorytalk View.

During the upgrade process, screen updates will be done to bring the graphics up to a modern look and feel. Reasonable additional graphics work and customize request can be done.

RSview32 project has 40 screens. RSview licensed based on Tag count. Your license was for 3000 tags Factorytalk View Station Edition is licensed by screen count. Your license will require the 100 Display count license. This will also allow for more screens to expand the data and control for the plant for future projects.

Computer is Spec as follows:

1. AMD Ryzen 5 series 6 Core CPU
2. 32Gig DDR Ram
3. 2x - 960Gig SSD – Raid 1
4. 2x – 1TB HHD
5. Windows 10 Pro x64
6. Mid Tower Case
7. 22in 1080p Monitor

QUOTATION PRICE: \$ 16,100.00

Prices:

- Valid for 30 days from date of this quote/proposal
- This quotation does not include the repair or replacing of existing electrical equipment or components or other existing equipment found to be damaged or missing during installation
- Price includes labor and travel time
- Sales Tax is not included but may be applicable
- Warranty Statement on last page of this document applies to this document

This quotation respectfully submitted by:

Robert C. Britton

PO Box 872
Pekin, Illinois 61554

WARRANTY OF MATERIALS AND SERVICES

This warranty applies to all service and materials quoted and/or accomplished as "time and materials".

If within one (1) year from project completion, products supplied and installed by Britton Electronics & Automation, Inc. of Pekin, Illinois fail due to a defect in material or workmanship, we will repair if possible or replace. Replacement materials will carry the remainder of the one (1) year warranty.

If within one (1) year from project completion, software programs written by Britton Electronics & Automation, Inc. of Pekin, Illinois do not perform as specified, we will adjust to meet those specifications as circumstances allow. All warranties are limited to the capacity of the materials and equipment supplied and environment which they are subjected. Equipment and programs cannot be expected to perform beyond their capacity. This warranty applies only to the original purchaser, residing in the U.S. or Canada, and is not transferable.

BRITTON ELECTRONICS & AUTOMATION, INC. OF PEKIN, ILLINOIS WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO PURCHASER, OR ANY OTHER PARTY, FOR ANY LOSS, DAMAGE, INJURY OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE PRODUCTS OR THE FAILURE OF THE PRODUCTS TO OPERATE PROPERLY.

THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES. ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY MODIFIED TO EXIST ONLY AS CONTAINED IN THIS LIMITED WARRANTY, AND SHALL BE OF THE SAME DURATION AS THE WARRANTY PERIOD STATED ABOVE.

The warranty does not apply to: (a) damage caused by accident, abuse, in handling, dropping; (b) acts of God; (c) units which have been subject to unauthorized repair, opened, taken apart or otherwise modified; (d) units not used in accordance with directions; (e) damages exceeding the cost of the product; (f) depreciated or loss of charge time; (g) the finish on any portion of the product, such as surface scratches and/or weathering, as this is considered normal wear and tear.

No payment, partial or whole, of the original quoted amount or additional work shall be withheld for any reason relating to warranty unless mutually agreed upon in writing prior to acceptance of the original quotation. All payments shall be subject to the "TERMS AND CONDITIONS OF SALE" statement on the back of each invoice, partial or whole. Failure to comply with these "TERMS AND CONDITIONS OF SALE" will void the above stated warranty.

BRITTON ELECTRONICS & AUTOMATION, INC. OF PEKIN, ILLINOIS



RESOLUTION NO. 5219

A RESOLUTION TO ACCEPT THE QUOTATION FROM BEA BRITTON ELECTRONICS AND AUTOMATION, INC. IN THE AMOUNT OF \$16,100.00 TO REPLACE THE SCADA SYSTEM AT THE NORTH AND SOUTH WATER TREATMENT AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

- WHEREAS, The treatment process at the North and South Water Treatment Plants is controlled by a Supervisory Control and Data Acquisition (Scada) system; and,
- WHEREAS, The Scada System has served beyond its anticipated lifespan and is no longer operating properly; and,
- WHEREAS, The Scada system uses computer hardware and software which is no longer supported by Microsoft or the developer; and,
- WHEREAS, The Scada system needs to be replaced on an emergency basis because the emergency alarm telephone system is no longer operating; and,
- WHEREAS, BEA BRITTON has long served as the City's electronic and control system consultant; and,
- WHEREAS, BEA BRITTON developed and installed the current Scada system; and,
- WHEREAS, \$70,000.00 is budgeted for such expenses in the proposed FY2021 budget; and,
- WHEREAS, Staff recommends the City of Kewanee accept a Quotation from BEA BRITTON for \$16,100.00 to develop and install a new Scada system at the North and South Water Treatment Plants.

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

- Section 1** The Quotation form BEA BRITTON Electronics and Automation, Inc. is hereby accepted.
- Section 2** The Mayor, City Clerk, City Manager, and City Engineer are hereby authorized to execute and attest to all necessary documents with BEA BRITTON Electronics and Automation, Inc. in the amount of \$16,100.00; provided, however, that said documents are in substantially similar form and content to that attached hereto and incorporated herein.
- Section 3** This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

Adopted by the Council of the City of Kewanee, Illinois this 11th day of May 2020.

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 Steve Faber				
Council Member Chris Colomer				
Council Member Michael Yaklich				

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	May 11, 2020	
RESOLUTION OR ORDINANCE NUMBER	Ordinance #4006	
AGENDA TITLE	Ordinance directing the sale of excess real estate located at 1119 Rose Street.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Gary Bradley, City Manager	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	Budget Line Item: N/A
	Balance Available	Balance Available N/A
	New Appropriation Required:	No
PURPOSE	Directs the sale of vacant lot at 1119 Rose Street	
BACKGROUND	The City obtained ownership of 1119 Rose Street during the demolition process in 2017. The house was demolished. The property was declared excess and advertised for sale in 2017, with no bids submitted. There is a party that has indicated an interest in purchasing the property.	
SPECIAL NOTES		
ANALYSIS	The City has no use for the vacant lot. The City has incurred expenses for the ownership of the lot including mowing expenses. The lot is irregularly shaped and bounded on 3 side by ROW. Directly across from the tracks and concrete plant, it is not ideal for the construction of new infill housing.	

PUBLIC INFORMATION PROCESS	Will be as described in the attached ordinance –the notice of the proposal to sell said real estate will be published once each week for three successive weeks, in the Kewanee “Star Courier” with the first publication to be later this week and the bid opening taking place at the Council Meeting on June 15th, 2020.
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends adoption.
PROCUREMENT POLICY VERIFICATION	This process is the process directed by statute and identified in the procurement policy.
REFERENCE DOCUMENTS ATTACHED	

ORDINANCE NO. 4006

ORDINANCE DIRECTING THE SALE OF EXCESS REAL ESTATE LOCATED AT 1119 ROSE ST, AND DECLARING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT UPON ITS PASSAGE AND APPROVAL BY LAW

WHEREAS, The City of Kewanee is the owner of a certain vacant lot hereinafter described, which was obtained by the City of Kewanee via a Quit Claim Deed; and

WHEREAS, The vacant lot is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of said City; and

WHEREAS, 65 ILCS 5/11-76-2 of the State of Illinois Statutes authorizes the said City to sell such real estate as hereinafter provided,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEWANEE, ILLINOIS, IN COUNCIL ASSEMBLED, AS FOLLOWS:

SECTION 1: That it is the opinion of the corporate authorities of said City that the real estate described as follows, to-wit:

Lot 4 Doyes Sub of Lot 6 City of Kewanee [EZ]

Commonly known as 1119 Rose St, Parcel No. 20-32-403-003, Kewanee, Illinois, is a vacant lot that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of said City.

SECTION 2: The notice of the proposal of said City to sell said real estate, shall be published once each week for three successive weeks, in the Kewanee "Star Courier", with the first publication to be no less than thirty (30) days before the day provided in the notice for the opening of bids for said real estate.

SECTION 3: All such bids for such real estate shall be submitted to the City Clerk no later than 5:00 p.m., on June 15th, 2020, and all such bids shall be opened at the City Council meeting to be held in the Council Chambers of City Hall in Kewanee on Monday, June 15th, 2020 at 7:00 p.m.

SECTION 4: The corporate authorities may accept the high bid for the real estate described in Section 1, or any other bids determined to be in the best interests of said City by a vote of three-fourths (3/4) of the corporate authorities then holding office, but by a majority vote of those holding office they may reject any and all bids.

SECTION 5: After the adoption of this ordinance, and upon payment in full of the consideration provided for in the successful bid, the Mayor and City Clerk shall convey the said real estate and transfer it to the successful bidder by proper conveyance, stating therein the consideration therefore, with the seal of the City of Kewanee affixed thereto. Closing on the sale shall be handled by the City Attorney and shall be within 30 days of accepting the bid. Conveyance shall be by Quit Claim Deed with no title insurance or title evidence provided. Property taxes for 2020 payable in 2021 shall be pro rata to date of closing.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed insofar as such ordinance or parts of ordinances are in conflict herewith.

SECTION 7: This Ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

PASSED by the Kewanee, Illinois City Council, this 11th day of May 2020.

ATTEST:

Rabecka Jones, City Clerk

Gary Moore, Mayor

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

CITY OF KEWANEE
SALE OF EXCESS LAND

The City of Kewanee is accepting sealed bids for the sale of a vacant lot the City owns.

That parcel is: 1119 Rose St, legally described as follows, to-wit:

Lot 4 Doyes Sub of Lot 6 City of Kewanee [EZ], Henry County, Illinois.

Title will be conveyed by Quit Claim Deed. No title evidence or insurance will be provided. Property taxes shall be pro rata to closing date. All bids for this parcel shall be submitted to Kewanee City Clerk, at 401 E. Third Street, Kewanee, IL, 61443-2365, in sealed envelopes clearly marked on the outside with "1119 Rose St Bid". Minimum bid is \$500. No bid bond is required. Bids will be accepted until 5:00 pm on June 15th, 2020. Bids will be opened at the City Council meeting at 7:00 pm June 15th, 2020.

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	May 11, 2020	
RESOLUTION OR ORDINANCE NUMBER	Resolution #5220	
AGENDA TITLE	A Resolution committing funds from the Revolving Loan Fund of the City of Kewanee to Walter's Jewelers, and declaring that this resolution shall be in full force immediately.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Gary Bradley, City Manager	
FISCAL INFORMATION	Cost as recommended:	\$8,800
	Budget Line Item:	78-61-900
	Balance Available	\$600,000
	New Appropriation Required:	No
PURPOSE	Authorizes use of Revolving Loan Funds to support Walter's Jewelers.	
BACKGROUND	This program was created at the last meeting. Walter's meets the eligibility criteria and has provided the necessary security to mitigate the risk of default on the loan.	
SPECIAL NOTES		
ANALYSIS	This is a small loan that will provide operating capital to help get the business through a mandated shutdown.	
PUBLIC INFORMATION PROCESS	N/A	

BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends adoption.
PROCUREMENT POLICY VERIFICATION	N/A
REFERENCE DOCUMENTS ATTACHED	Resolution, loan documents



**REVOLVING LOAN FUND
SMALL BUSINESS LOAN APPLICATION (COVID-19 RELATED)**

A. Applicant / Business Information:

Legal Name of Borrower: Steven N. Lemanski
Home Address: 30 Edgewood Drive Home Phone: 309-854-3204
Contact Person: Steve Lemanski Title: Owner
Business Address: 111 W. 2nd Street
Business Phone: 309-853-4187
Type of Business / Products Produced, Services Provided:
Retail Jewelry Store (Services Provided): Retail Sales
of Jewelry, watches, Watch Repair and jewelry Repairs-

Number of Years in Business: over 20 years
Number of Years Operating at Present Business Address:
Business Ownership: ☒ Sole Proprietorship ☐ Partnership
☐ Corporation ☐ Other (Specify) _____
Employer Identification Number: 371392705

Principal Owners (Individuals, Address, and Phone of Those Owning 20% Or More)

Present Number of Employees:
Full Time: 0 Part Time: 0

B. Description of Working Capital Expenditures (inventory, payroll, etc.) for which funding is being requested.

Activity/Description	<u>Jewelry + Building Ins</u>	Estimated Cost	\$ <u>1110.00</u>
Activity/Description	<u>Utilities, Phone</u>	Estimated Cost	\$ <u>1600.00</u>
Activity/Description	<u>Property Taxes</u>	Estimated Cost	\$ <u>1200.00</u>
Activity/Description	<u>Security + misc.</u>	Estimated Cost	\$ <u>400.00</u>
Activity/Description	<u>Inventory + Supplies</u>	Estimated Cost	\$ <u>4500.00</u>
		Total Cost	\$ <u>8810.00</u>

C. Other Financial Information

Are you receiving any other COVID-19 related loans or funds? Lending Institution? Yes _____ No X
If Checked "No", Please Explain

I didn't qualify for PPP because I have no employees. And didn't qualify for the SBA Loan

If Checked "Yes", Please Complete the following:

Name of Lending Institution/Program _____

Amount _____

Use _____

Name of Lending Institution/Program Revolving Loan fund Small Business Loan

Amount \$ 8800.00

Use To pay for Past, Current and future Bills

Certification:

AGREEMENT: The undersigned applied for the loan indicated in this application to be used for the purposes described herein. All statements made in this application are true and are made for the purpose of obtaining the loan. Verification may be obtained from any source named in this application or provided in supporting documentation. The applicant agrees to abide by all City of Keweenaw RLF requirements. The Applicant agrees to furnish any additional information to the City of Keweenaw as needed to review and consider this loan request and to make such pledges and guarantees as may be necessary to secure the loan.


Signature of Applicant

5/1/2020
Date

File Number

0036136-4



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

SNL, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 30, 1999, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 1ST day of MAY A.D. 2020 .

Jesse White

SECRETARY OF STATE

Authentication #: 2012202322 verifiable until 05/01/2021

Authenticate at: <http://www.cyberdriveillinois.com>

Walter's Jewelers

May 1, 2020

Hi,

My name is Steve Lemanski. I'm a lifelong Kewanee resident. I own Walter's Jewelers. I have been in business for 20 years. Kewanee has had a jewelry store in my location for 80 years. Currently, I am the main jewelry store in Kewanee that sells and repairs watches and jewelry.

Due to the coronavirus my business has been hit hard with having to close. I will have lost two to three months worth of income, with my monthly bills still needing to be paid.

My intentions with this loan would be to help me pay past, current & future bills. Plus maintain my future daily operations.

Sincerely,

A handwritten signature in cursive script that reads "Steve Lemanski".

Steve Lemanski

Walter's Jewelers

Installment Note with Single Schedule for Repayment of Principal and Interest Combined

INSTALLMENT NOTE (Corporate)

Date: May _____, 2020

Rate: 2.5%

Term: 36 months

Loan Amount: \$8,800.00

For value received, the undersigned, SNL, LLC. doing business as Walter's Jewelers, promises to pay to the City of Kewanee, the sum of \$8,800.00, with interest on unpaid principal at the rate of 2.5% percent per annum from the date of this note until paid. For the first 6 months of this note the Maker shall make interest only payments each month commencing on June 1, 2020 of \$18.33 each month due on the first day of each month. Commencing on month seven the principal amount and interest will be payable in equal, successive monthly installments of \$302.90 each, commencing on Dec 1, 2020 and thereafter each month for a period of 30 months. If no payment is made by the 15th of each month, the loan shall be declared in default. The Maker shall have 30 days to cure the default. If the default is not cured, the entire principal amount outstanding and accrued interest, at the option of the holder, will become immediately due and payable, without demand or notice. If any payment under this Note is not made at maturity, I further promise to pay all costs of collection and reasonable attorney's fees.

This note is subject to additional terms and conditions as set forth in the attached Guaranty Agreement, General Security Agreement, and Mortgage the terms of which are incorporated by reference.

SNL LLC. by,

Steven Lemanski, its member manager.

MORTGAGE (COMMERCIAL)

The Mortgagor, Steven Lemanski and Kristi Lemanski mortgages and warrants to THE CITY OF KEWANEE, to secure the payment of note in the amount of \$8,800.00 at an interest rate of 2.5% for the term of 36months the following described real estate:

Lot Four (4) of the County Clerk's Subdivision of Lots 1, 2, 8, 9 and 10 of Block 22 of the Original Town, now City of Kewanee, situated in Henry County, State of Illinois.

PIN: 20-33-181-040

ARTICLE I RECITALS

1.01. **Execution and Delivery of Note:** The Mortgagor has executed and delivered to the Lender a guaranty of a Note ("Note") bearing the same date as this Mortgage, promising to pay to the Lender the principal sum of \$8,800.00. This money was advanced by the Lender to the Guarantor, with interest on the principal sum at the rate of 2.5% per year according to the terms and conditions specified in the Note, any unpaid remaining balance provided for in the Note or in this Mortgage being due and payable on or before June 1, 2023. The terms of the Note are incorporated into this Mortgage by this reference.

1.02. **Mortgage of Property:** In consideration of this loan given to guarantor's LLC guaranteed by the mortgagor, and as security for repayment to the Mortgagee of the principal, interest, and any other sums provided for in the Note and the Mortgage according to the terms and conditions of the Note and Mortgage, and as security for performance of the agreements and conditions contained in the Note and the Mortgage, the Guarantor mortgages to the City of Kewanee real estate described above together with the following:

1. All buildings and improvements erected or to be erected on the property;

2. All fixtures, appliances, machinery, equipment, and other articles of personal property at any time installed in, attached to, or situated on the real estate or in the buildings and improvements to be erected on the real estate, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant, business, or dwelling on the real estate, whether or not the personal property is affixed to the real estate;
3. All building materials, fixtures, building machinery, and building equipment delivered on site to the real estate during the course of, or in connection with, construction of the buildings and improvements;
4. All streets, alleys, passages, watercourses, easements, and covenants existing or to be created for the benefit of the Guarantor or any subsequent owner or tenant of the mortgaged real estate over ground adjoining the mortgaged real estate, and all rights to enforce their maintenance;
5. All other rights, privileges, reversions, and remainders, and all the income, rents, and profits arising from them, and all other interests or rights of the Guarantor in the real estate; and
6. The replacements or proceeds from the sale of any of the above.

All of the above-mentioned real estate, improvements, personal property, and other property and interests will be referred to in this instrument as the "Mortgaged Property."

ARTICLE II COVENANTS OF GUARANTOR

2.01. **Warranty of Title:** The Guarantor has good and marketable fee simple title to the Mortgaged Property, free and clear of all liens, encumbrances, charges, and all other conditions except as disclosed and set forth herein.

2.02. **Payment and Performance:** The Borrower and Guarantor will pay to the Lender, in accordance with the terms of the Note and this Mortgage, the principal, interest, and all other sums, and will perform and comply with all the agreements, conditions, covenants, provisions, and stipulations of the Note and this Mortgage.

2.03. **Maintenance of Mortgaged Property:** The Guarantor will not commit or permit the commission of waste in or about the Mortgaged Property. The Guarantor will not remove, demolish, or structurally alter any building erected at any time on the Mortgaged Property, without the prior written consent of the Lender. The Guarantor will not permit the Mortgaged Property to become vacant, deserted, or unguarded, and will maintain the Mortgaged Property in good condition and repair, reasonable wear and tear excepted. The Guarantor will make, when necessary, all repairs of every nature.

2.04. **Condemnation:** All awards made to the owners of the Mortgaged Property by any governmental or other lawful authorities for Mortgaged Property taken or damaged through exercise of eminent domain, or for any easement taken in the property, including any awards for

changes of grade of streets, are assigned to the Lender, who is authorized to collect and receive the proceeds from the authorities and to give proper receipts for those awards. The Lender will apply these payments (after deduction of attorneys' fees and other costs of collecting the funds) toward the payment of the amount owed on this Mortgage and the accompanying Note, even though the amount owed may not then be due and payable. The Guarantor agrees, on request, to make any assignments or other instruments needed to assign the awards to the Lender, free and clear of any encumbrances. The Guarantor agrees to give the Lender immediate notice of the actual or threatened commencement of any eminent domain proceedings affecting the Mortgaged Property, and will give the Lender copies of any papers served on the Guarantor in connection with those proceedings. The Guarantor will not make any settlement for damages sustained without the Lender's prior written approval, which approval will not be unreasonably withheld.

2.05. **Insurance:** The Guarantor will keep the Mortgaged Property continuously insured, with extended coverage, against loss or damage by fire. The Guarantor will also keep the property insured against such other hazards as the Lender may reasonably require. Without limiting the requirement above, the Guarantor will, if requested by the Lender, maintain insurance as follows:

1. Insurance against loss or damage to the Mortgaged Property by fire and any of the risks covered by insurance of the type now known as "fire and extended coverage." This insurance will be in the original amount of the Note, or in the amount of that percentage of the full replacement cost of all buildings and improvements erected on the property (exclusive of the cost of excavations, foundations, and footings below the lowest basement floor) required to satisfy any applicable coinsurance requirement in any policy, whichever is greater.
2. Comprehensive public liability insurance (including coverage for elevators and escalators, if any, on the Mortgaged Property on an "occurrence basis" against claims for personal injury. This coverage will include, without limitation, bodily injury, death, or property damage occurring on, in, or about the Mortgaged Property and the adjoining streets, sidewalks, and passageways;
3. Workers' compensation insurance (including employer's liability insurance, if requested by the Lender) for all employees of the Guarantor engaged on or with respect to the Mortgaged Property in an amount reasonably satisfactory to the Lender, or, if limits are established by law, in the legal amounts;
4. Boiler and machinery insurance covering pressure vessels, air tanks, boilers, machinery, pressure piping, heating, air conditioning, elevator and escalator equipment, provided the Mortgaged Property contains equipment of that nature, and insurance against loss of occupancy or use arising from any breakdown, in amounts reasonably satisfactory to the Mortgagee;
5. Such other insurance as may from time to time be reasonably required by the Lender against the same or other hazards.

All policies of insurance required by the terms of this Paragraph will contain an endorsement or agreement by the insurer that any loss will be payable in accordance with the terms of the policy notwithstanding any act or negligence of the Guarantor that might otherwise result in forfeiture of insurance. All policies will also contain an agreement by the insurer waiving all rights of set off, counterclaim, or deductions against the Guarantor.

All policies of insurance will be issued by companies and in amounts satisfactory to the Lender. All policies of insurance will contain a mortgagee clause in favor of the Lender, not subject to contribution, and a lender's loss payable endorsement for the benefit of the Lender, all in forms satisfactory to the Lender. The Guarantor will furnish the Lender with a signed duplicate original policy with respect to all required insurance coverage. If the Lender consents to provide any of the required insurance through blanket policies carried by the Guarantor and covering more than one location, the Guarantor will furnish the Lender with a signed certificate of insurance for each policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number, and the expiration date. At least twenty days prior to the expiration of each policy, the Guarantor will furnish the Lender with evidence satisfactory to the Lender of the payment of premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. All policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by the Lender, will be in a form satisfactory to the Lender, will be maintained in full force and effect, and will be assigned and delivered to the Lender, with premiums prepaid, as collateral security for payment of the indebtedness secured by this Mortgage. All policies will contain a provision that the policies will not be cancelled or materially amended (including any reduction in the scope or limits of coverage), without at least ten days prior written notice to the Lender. If all or part of the insurance will expire, be withdrawn, or become void or unsafe by reason of the Guarantor's breach of any condition, or become void or unsafe by reason of the value or impairment of the capital of any company in which the insurance may then be carried, or if for any reason whatever the insurance will be unsatisfactory to the Lender, the Guarantor will place new insurance on the premises, satisfactory to the Lender.

In the event the Guarantor fails to provide, maintain, or deliver and furnish to the Lender the policies of insurance required by this Mortgage, the Lender may procure insurance for the risks, covering the Lender's interest. The Guarantor will pay all premiums on insurance procured by the Lender promptly on demand.

In the event of loss, the Guarantor will give immediate notice to the Lender, and the Lender may make proof of loss if not made promptly by the Guarantor. Each insurance company is hereby authorized and directed to make payment under the insurance, including return of unearned premiums, directly to the Lender instead of to the Guarantor and the Lender jointly, and the Guarantor appoints the Lender, irrevocably, as the Guarantor's attorney-in-fact, to endorse any insurance draft. The Lender will have the right to retain and apply the proceeds of any insurance, at its election, to reduction of the indebtedness secured by this Mortgage, or to restoration or repair of the property damaged. If the Lender becomes the owner of any part of the Mortgaged Property by foreclosure or otherwise, the policies, including all rights, title, and interest of the Guarantor under those policies, will become the absolute property of the Lender.

In the event the Mortgaged Property is damaged by fire or other casualty covered by insurance, the Lender will make the insurance proceeds available to the Guarantor for repair and reconstruction of the Mortgaged Property on the following terms and conditions:

1. The work will be performed by a reputable general contractor satisfactory to the Lender pursuant to plans and specifications satisfactory to the Lender, in the exercise of reasonable business judgment.
2. The insurance proceeds will be held in trust by the Lender (or by an escrow agent satisfactory to the Lender), to be disbursed periodically as the work progresses in amounts not exceeding 90 percent of the value of labor and materials incorporated into the work. The remaining 10 percent will be released to the Guarantor on final completion of the work in accordance with the plans and specifications, and upon a receipt of a release of liens from all contractors and subcontractors engaged in the work.
3. If the entire insurance proceeds are not used for restoration, the excess proceeds will be applied to the mortgage debt. If the cost of the work will exceed the insurance proceeds, the Guarantor will deposit the amount of the excess with the Lender (or the escrow agent) to be disbursed prior to disbursement of the insurance proceeds.
4. If the damage or destruction is such that the buildings on the Mortgaged Property are totally destroyed, this Paragraph will not apply.

2.06. Taxes and Other Charges: The Guarantor will pay all taxes, assessments, water and sewer rents, and other charges or claims assessed, levied, or filed against the Guarantor, the Mortgaged Property, or the interest of the Lender in the Mortgaged Property, or that, by law, may have priority over the indebtedness secured by this Mortgage. These expenses will be paid when due and payable and before interest or penalties accrue. The Guarantor will provide the Lender with receipts for payments of these amounts no later than the payment dates.

Installments for Insurance, Taxes, and Other Charges

2.07. Security Agreement: This Mortgage constitutes a security agreement under the Uniform Commercial Code and creates a security interest in the personal property included in the Mortgaged Property. The Guarantor will execute and file any financing statements or other security agreements the Lender may require to confirm the lien of this Mortgage with respect to the personal property. The Guarantor will pay all costs of filing.

2.08. Compliance With Law and Regulations: The Guarantor will comply with all laws, ordinances, regulations, and orders of all federal, state, municipal, and other governmental authorities relating to the Mortgaged Property.

2.09. Failure to Pay Liable Claims: If the Guarantor fails to pay taxes, assessments, water and sewer charges, other lienable claims (not including contested claims), or insurance premiums, fails to make necessary repairs, permits waste, or otherwise fails to comply with its obligations under the Mortgage, the Note, or any other document executed in connection with the Mortgage, then the Lender, at its election and without notice to the Guarantor, has the right to make any payment or expenditure that the Guarantor should have made, or that the Lender

deems advisable, to protect the security of this Mortgage or the Mortgaged Property. Any payment by the Lender will not prejudice the Lender's rights or remedies under this Mortgage. All sums, as well as costs, advanced by the Lender pursuant to this Mortgage will be due immediately from the Guarantor to the Lender, will be secured by this Mortgage, and will bear interest at 3.5% percent per year in excess of the rate otherwise provided in the Note from the date of payment by the Lender until the date of repayment.

ARTICLE III DEFAULT AND REMEDIES

3.01. **Events of Default:** Any of the following will constitute an "Event of Default":

1. Failure of the Borrower or the Guarantor to pay any installment of principal or interest, or any other sum, on the date it is due under the Note or this Mortgage [*if appropriate, add: subject to any applicable grace period provided in the Note or in this Mortgage*];
2. The Borrower or Guarantor's failure to perform any of the other agreements, conditions, or covenants in the Note, or any other document executed in connection with the Mortgage;
3. The entry of a decree by a court having jurisdiction over the Mortgaged Property with respect to the Guarantor in an involuntary case under the federal bankruptcy laws, or any other applicable federal or state bankruptcy, insolvency, or similar laws;
4. The appointment of a receiver, liquidator, custodian, trustee, (or similar official) for any substantial part of the Guarantor's property;
5. A court-ordered winding-up or liquidation of the Guarantor's affairs;
6. The commencement by the Guarantor of a voluntary case under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency, or similar laws;
7. The consent by the Guarantor to the appointment of a receiver, liquidator, trustee, custodian, or similar official for any substantial part of the Guarantor's property;
8. The Guarantor's making any assignment for the benefit of creditors, or the failure of the Guarantor generally to pay its debts as they become due; or

For purposes of this Paragraph 3.01, "the Guarantor" means the party named as the Guarantor in this Mortgage and all persons guaranteeing the Guarantor's obligations to the Lender.

3.02. **Remedies:** If any Event of Default occurs, the entire unpaid balance of principal, accrued interest, and all other sums secured by this Mortgage will become immediately due and payable at the option of the Lender on written notice to the Guarantor. When the entire indebtedness becomes due and payable, because of maturity or because of any Event of Default, then the Lender may institute an action of mortgage foreclosure, or take any other action at law or in equity for the enforcement of this Mortgage and realization on the mortgage security that the law may allow. The Lender may proceed to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the rate stipulated in the Note, and all other sums

due in accordance with the provisions of the Note and this Mortgage. This amount includes all sums that may have been loaned by the Lender to the Guarantor after the date of this Mortgage, and all sums that may have been advanced by the Lender for taxes, water or sewer rents, other lienable charges or claims, insurance, repairs, maintenance, and all costs of the suit. The Guarantor authorizes the Lender at its option to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property. The Guarantor will not assert the failure to make any tenants parties to the foreclosure proceedings as a defense to any proceedings instituted by the Lender to recover the indebtedness secured by this Mortgage or any deficiency remaining unpaid after the foreclosure sale. The mortgagor is not prevented from asserting in any proceedings disputing the amount of the deficiency or the sufficiency of any bid at the foreclosure sale that any tenants adversely affect the value of the Mortgaged Property.

3.03. Attorneys' Fees: If the Lender becomes a party to any suit or proceeding affecting the Mortgaged Property, the lien created by this Mortgage, or the Lender's interest in the Mortgaged Property, or if the Lender engages counsel to collect any of the indebtedness or to enforce performance of the agreements or covenants of this Mortgage or the Note, the Lender's costs, expenses, and reasonable attorneys' fees will be paid by the Guarantor, on demand, with interest at the rate provided in the Note. Until paid they will be deemed to be part of the indebtedness evidenced by the Note and secured by this Mortgage.

ARTICLE IV ADDITIONAL PROVISIONS

4.01. Satisfaction of Mortgage: If the Borrower or Guarantor pays the Lender the principal sum and all other sums secured by this Mortgage in accordance with the provisions of the Note, then the Lender must provide Guarantor with a release of mortgage or other evidence of satisfaction as requested by Guarantor.

4.02. Assignment: Except as provided otherwise in this instrument, the Lender may assign this mortgage, together with any and all notes or bonds representing the obligation of the Borrower or Guarantor to make payments, at any time without the prior consent of the Guarantor. However, the Lender must give the Guarantor actual notice of any assignment by certified mail, return receipt requested, before the due date of the next installment payment that is to be paid after the effective date of the assignment.

4.03. Due-on-Sale Clause: Without the prior written consent of the Lender, the Guarantor will not cause or permit any sale, exchange, transfer, lease, or conveyance ("transfer") of any part of the Mortgaged Property, or any interest in it, voluntarily or by operation of law, other than leases in the ordinary course of the Guarantor's business or with the express written consent of Lender. If the Guarantor is a corporation, any change in the ownership of the corporate stock of the Guarantor or the issuance of additional stock that results in the transfer of control and management of the Guarantor will be deemed to be a transfer of the Mortgaged Property within the meaning of this Article.

4.04. Notices: All notices permitted or required under this Mortgage or the Note will be in writing, and will be sent by registered or certified mail, postage prepaid, addressed to the

addressee at the address set forth in this Mortgage or in the Note, or at such other address as the addressee may designate in writing from time to time.

4.05. **State Law to Apply:** This Mortgage shall be construed under and in accordance with the laws of the State of Illinois.

4.06. **Amendment:** This Mortgage cannot be changed or amended except by agreement in writing signed by all parties.

4.07. **Parties Bound:** This Mortgage will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

4.08. **Captions:** The captions preceding the text of the paragraphs or subparagraphs of this Mortgage are inserted only for convenience of reference and will not constitute a part of this Mortgage, nor will they in any way affect its meaning, construction, or effect.

Executed on _____ day of April, 2020.

STATE OF ILLINOIS)	Prepared by and return to:
	ss.	Barash & Everett, LLC
COUNTY OF HENRY)	211 West Second Street
		Kewanee, IL 61443

I, the undersigned, certify that Steven Lemanski and Kristi Lemanski, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth.

Notary Public.

General Security Agreement

SECURITY AGREEMENT

The undersigned, SNL LLC. (Borrower). Steven Lemanski, and Kristi Lemanski (Guarantors) of Kewanee, Illinois, and the City of Kewanee, an Illinois Municipal Body (Secured Party), enter into this **Security Agreement** on May _____, 2020, with terms as follows:

Creation of Security Interest

1. For value received, the Borrower grants to the Secured Party a security interest in the Collateral described in Paragraph 2 of this **Security Agreement**, to secure:

- (a) The Borrower's **note** of \$ 8,800.00 to the Secured Party executed on _____, with principal and interest payable as provided, and with all indebtedness and liabilities of the Borrower to the Secured Party at any time arising under the terms of that **note**;
- (b) Future advances to be made by the Secured Party to the Borrower at the Secured Party's option and evidenced by like **notes**;
- (c) All expenditures by the Secured Party for taxes, insurance, repairs to and maintenance of the Collateral, and all costs and expenses incurred by the Secured Party in the collection and enforcement of the **note** and other indebtedness of the Borrower; and
- (d) All liabilities, debts, and other duties of the Borrower to the Secured Party now existing or subsequently incurred, matured or unmatured, direct or contingent, and any renewals or extensions of and substitutions for these liabilities, debts, and other duties.

Collateral

2. The following property shall be referred to as the "Collateral" of this **Security Agreement**: covers the types (and items) of property indicated below that Debtor owns sufficient rights in which to transfer an interest, now or in the future, wherever the property is or will be located, and all proceeds and products of the property (including, but not limited to, all parts, accessories, repairs, replacements, improvements, and accessions to the property):

Accounts and Other Rights to Payment: All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.

Inventory: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.

Equipment: All equipment including, but not limited to, sewing equipment, tools, office equipment, furniture, supplies, computers, copiers, fixtures, electronics, machines, vehicles, or any other chattels owned by the Borrower.

The Collateral consists of the described property now owned or subsequently acquired by the Borrower, all additions and accessions to the Collateral, and all products from the Collateral.

THE BORROWER REPRESENTS, WARRANTS, AND AGREES AS FOLLOWS:

Credit Information

3. All information supplied and statements made by the Borrower in any financial, credit, accounting statement, or application for credit made prior to, contemporaneously with, or subsequent to the execution of this **Security Agreement** are and shall be correct and complete.

Title

4. Except for the security interest granted in this **Security Agreement**, the Borrower has, or on acquisition will have, full title to the Collateral free from any lien, security interest, encumbrance, or claim other than such liens or interests previously disclosed by the Borrower.

Other **Security Agreements**

5. No other **security agreement** has been made and no security interest, other than one created in this **Security Agreement**, has attached or has been perfected in the Collateral or in any part of the Collateral other than that which was previously disclosed by the borrower.

Financing Statement

6. Except for any financing statement filed by the Secured Party, no financing statement covering the Collateral, or any part of the Collateral, has been filed with any filing officer other than that which was previously disclosed by the borrower.

Conflicting Claims

7. Within the Borrower's knowledge, no dispute, right of setoff, counterclaim, or defense exists with respect to any part of the Collateral.

Security Interest in Proceeds

8. The Borrower grants to the Secured Party a security interest in all proceeds, increases, substitutions, replacements, additions, and accessions to the Collateral. The inclusion of proceeds in this **Security Agreement** does not authorize the Borrower to sell, lease, dispose of, or otherwise use the Collateral without the express written consent of the Secured Party.

Location and Identification

9. (a) The Collateral will remain in the Borrower's possession or control at all times, at the Borrower's risk of loss, and at the address shown at the beginning of this **Security Agreement**, where the Secured Party may inspect the Collateral at any time. Except for the temporary removal of the Collateral in connection with its ordinary use, the Borrower shall not remove the Collateral from the above address without obtaining the prior written consent of the Secured Party.

(b) The Borrower shall at all times keep the Collateral and its proceeds separate and distinct from other property of the Borrower, and the Borrower shall keep accurate and complete records of the Collateral and its proceeds.

Sale, Assignment, or Transfer of Collateral

10. Without the prior written consent of the Secured Party, the Borrower:

(a) Shall not sell, lease, assign, encumber, transfer, or dispose of the Collateral or the proceeds from the Collateral;

(b) Shall not create any other security interest in the Collateral or any part of the Collateral in favor of anyone, except the Secured Party, or otherwise encumber or permit the Collateral to become subject to any lien, attachment, execution, or other legal or equitable process; and

(c) Shall keep the Collateral and proceeds free from unpaid charges, including taxes, until this **Security Agreement** and all debts secured by this **Security Agreement** have been fully satisfied.

Insurance

11. The Borrower shall insure the Collateral with companies acceptable to the Secured Party against casualties and in amounts that the Secured Party shall reasonably require, with a loss payable clause in favor of the Borrower and the Secured Party as their interests may appear, and the Secured Party is authorized to collect sums that may become due under any of these policies and to apply the sums to the obligations secured by this **Security Agreement**.

Protection of Collateral

12. The Borrower shall keep the Collateral in good order and repair, except for the ordinary wear and tear resulting from the Collateral's primary intended use, and will not waste, misuse, or destroy the Collateral or any part of it. The Borrower will not use the Collateral in violation of any statute or ordinance, and the Secured Party will have the right to examine and inspect the Collateral at any reasonable time.

Decrease in Value of Collateral

13. If, in the Secured Party's judgment, the Collateral has materially decreased in value or if the Secured Party shall at any time deem that the Secured Party is insecure, the Borrower shall either provide enough additional Collateral to satisfy the Secured Party or reduce the total indebtedness by an amount sufficient to satisfy the Secured Party.

Performance

14. (a) The Borrower agrees to perform fully all of the Borrower's duties under this **Security Agreement** and in connection with each transaction to which the Collateral or any part of the Collateral relates, so that the amounts due the Secured Party under this **Security Agreement** shall actually become payable in their entirety to the Secured Party.

(b) The Borrower shall punctually and properly perform all of the Borrower's covenants, duties, and liabilities under any other **security agreement**, mortgage, deed of trust, collateral pledge agreement, or contract of any kind now or subsequently existing as security for or in connection with payment of the debt or obligation owed.

(c) The Borrower shall pay the **note** secured by this **Security Agreement** and any renewal or extension of that **note** and any other indebtedness secured in accordance with the terms and provisions of this **Security Agreement**.

Change of Circumstances

15. The Borrower shall promptly notify the Secured Party of any change in fact or circumstance represented by the Borrower in this **Security Agreement** or in any other document furnished by the Borrower to the Secured Party in connection with the Collateral or obligation owing.

Change of Residence or Place of Business

16. The Borrower shall promptly notify the Secured Party of any change of the Borrower's residence, principal place of business.

Notice of Pending Action

17. The Borrower shall promptly notify the Secured Party of any claim, action, or proceeding affecting title to the Collateral, or any part of the Collateral, or the security interest created in the Collateral by this **Security Agreement**, and the Borrower shall appear in and defend any such action or proceeding at the request of the Secured Party and at the Borrower's expense.

Attorney-in-Fact

18. The Borrower appoints the Secured Party as the Borrower's attorney-in-fact to do any and every act that the Borrower is obligated by this **Security Agreement** to do, to exercise all rights of the Borrower in the Collateral, to make collections, to execute any and all papers and instruments, to do all other things necessary to preserve and protect the Collateral, and to make collections and protect the Secured Party's security interest in the Collateral.

Time of Performance and Waiver

19. In performing any act under this **Security Agreement** and the **note** secured by this **Security Agreement**, time shall be of the essence. The Secured Party's acceptance of partial or delinquent payments or the failure of the Secured Party to exercise any right or remedy shall not be a waiver of any obligation of the Borrower or any right of the Secured Party and shall not constitute a waiver of any other similar default that subsequently occurs.

Records and Accounts

20. (a) The Borrower shall keep proper books of record and account in accordance with sound and accepted accounting practices, consistently applied, and these books shall at all times be open to inspection by the Secured Party.

(b) The Borrower shall permit the Secured Party, and any accountants or other agents as the Secured Party may from time to time designate, to inspect the Borrower's properties, assets, and books, and to discuss the Collateral and the Borrower's affairs and finances with the Borrower or the Borrower's officers at reasonable times designated by the Secured Party, and to make and take away copies of the Borrower's records.

Other Documents

21. (a) The Borrower shall deliver to the Secured Party, at intervals that the Secured Party may require, all documents, lists, descriptions, certificates, and other information that is necessary or proper to keep the Secured Party fully informed about the condition of the Collateral.

(b) The Borrower shall promptly execute and deliver to the Secured Party all other assignments, certificates, supplemental documents, writings, and assurances, and do all other acts that the Secured Party may reasonably request, to more fully evidence, protect, assure, or enforce the security interest created by this **Security Agreement**.

(c) The Borrower shall sign and execute, alone or with the Secured Party, any financing statement or other document necessary to protect the security interest under this **Security Agreement** against the rights or interests of third persons.

Default

22. The Borrower shall be in default under this **Security Agreement** on the occurrence of any of the following events or conditions:

(a) If the Borrower fails to pay when due any indebtedness secured by this **Security Agreement**, either principal or interest;

(b) If the borrower defaults in the punctual performance of any of the obligations, covenants, terms, or provisions contained or referred to in this **Security Agreement** or in any **note** secured by this **Security Agreement**;

- (c) If any warranty, representation, or statement contained in this **Security Agreement**, or made or furnished to the Secured Party by or on behalf of the Borrower in connection with this **Security Agreement**, or made or furnished to induce the Secured Party to make a loan to the Borrower, proves to have been false in any material respect when made or furnished.
- (d) If there is any loss, theft, substantial damage, destruction, sale, or encumbrance of or to any of the Collateral, or any assertion or making of any levy, seizure, or attachment of or on the Collateral;
- (e) If the Borrower dies, dissolves, terminates existence, or fails in business; if a receiver is appointed for all or any part of the property of the Borrower; if there is an assignment for the benefit of creditors by the Borrower; or if a meeting of creditors of the Borrower is called;
- (f) If any statement of the financial condition of the Borrower or of any guarantor, surety, or endorser of any liability of the Borrower to the Secured Party submitted to the Secured Party by the Borrower or any such guarantor, surety, or endorser proves to be false;
- (g) If the Collateral becomes, in the judgment of the Secured Party, unsatisfactory or insufficient in character or value;
- (h) If any guarantor, surety, or endorser for the Borrower defaults in any obligation or liability to the Secured Party;
- (i) If the Secured Party receives notice at any time from any third party that the third party is acquiring or attempting to acquire a security interest of any kind in the Collateral that is the subject of this Agreement;
- (j) If the Secured Party learns that the Borrower has violated, plans to violate, or has a record or reputation for violating any federal or state law relating to liquor, narcotics, or any commercial crime;
- (k) If the Borrower removes or replaces any of the component parts of Collateral and materially lessens the market value of the Collateral; or
- (l) If any insurance insuring the Collateral and the respective interests of the parties in the Collateral is canceled for any reason and the Borrower fails or refuses to furnish written proof to the Secured Party that the Borrower has obtained substitute insurance coverage replacing the canceled policies.
- (m) If Borrower fails to maintain its corporate existence in good standing.

Remedies

- 23. (a) On the occurrence of any event of default described in Paragraph 24, and at any time after default, the Secured Party may declare all secured obligations immediately due and payable and may proceed to enforce payment of the secured obligations and exercise any and all of the rights and remedies provided by the Uniform Commercial Code, as well as other rights and remedies at law or in equity possessed by the Secured Party.
- (b) The Secured Party shall have the right to remove the Collateral from the premises of the Borrower, and, for purposes of removal and possession, the Secured Party or its representatives may enter any premises of the Borrower without legal process, and the Borrower waives and releases the Secured Party of and from any and all claims in connection with the actions described in this Subparagraph (b).
- (c) The Secured Party may require the Borrower to assemble the Collateral and make it available to the Secured Party at any place to be designated by the Secured Party that is reasonably convenient to both parties. Unless the Collateral is perishable, threatens to decline speedily in value, or is of a type customarily sold on a recognized market, the Secured Party shall give the Borrower reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition of the Collateral is to be made. The requirements of reasonable notice shall be met if the notice is mailed, postage prepaid, to the address of the Borrower shown at the beginning of this **Security Agreement** at least five days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling, or the like shall include the Secured Party's reasonable attorneys' fees and legal expenses.

(d) The Secured Party shall have the right at any time to execute and file this **Security Agreement** as a financing statement, but the failure to do so shall not impair the validity or enforceability of this **Security Agreement**.

(e) All rights and remedies of the Secured Party under this **Security Agreement** are cumulative with any right or remedy that the Secured Party may have at law or in equity or under any other contract or document for the enforcement of the security interest created in this **Security Agreement** or the collection of the debt, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

(f) If any part of the debt or obligation is payable in installments, the Secured Party's acceptance of any partial payment of the aggregate amount of all installments then matured shall not be deemed to be a waiver of the default then existing. No waiver by the Secured Party of any default shall be deemed to be a waiver of any other subsequent default, nor shall any waiver by the Secured Party be deemed to be a continuing waiver. No delay or omission by the Secured Party in exercising any right or power under this **Security Agreement**, or under any other documents executed by the Borrower as security for or in connection with the obligation, shall impair any other right or power or be construed as a waiver of any other right or power. No single or partial exercise of any right or power under this **Security Agreement** shall preclude any other or further exercise of that right or power, or the exercise of any other right or power of the Secured Party under this **Security Agreement** or under any other documents.

Satisfaction of Obligation

24. On full and final payment of the obligation, this **Security Agreement** shall terminate on receipt by the Secured Party of the Borrower's written notice of termination provided, however, that no account borrower on any of the Collateral shall ever be obligated to make inquiry about the termination of this **Security Agreement**, but shall be fully protected in making payment directly to the Secured Party.

Law to Apply

25. This **Security Agreement** shall be construed under and in accordance with the Uniform Commercial Code in effect in the State of Illinois, and other applicable laws of the State of Illinois, and all obligations of the parties created under this **Security Agreement** are performable in Henry County, Illinois.

Legal Construction

26. If any one or more of the provisions contained in this **Security Agreement** shall be held invalid, illegal, or unenforceable in any material respect and for any reason, that invalidity, illegality, or unenforceability shall not affect any other provision of this **Security Agreement**, and this **Security Agreement** shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Prior Agreements Superseded

27. This **Security Agreement** constitutes the sole and only agreement of the Borrower and the Secured Party and supersedes any prior understandings or written or oral agreements between the parties regarding the subject matter covered here.

Definitions

28. All terms used in this **Security Agreement** that are defined in the Uniform Commercial Code in effect in the State of Illinois.

Usury

29. No provision in this **Security Agreement** or in any promissory **note**, instrument, or any other loan document executed by the Borrower evidencing the obligation shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in this respect is provided for in this **Security**

Agreement or in any promissory **note**, instrument, or any other loan document, the provisions of this Paragraph 31 shall govern, and the Borrower shall not be obligated to pay the amount of interest to the extent that it is in excess of the amount permitted by law. The intention of the parties is to conform strictly to the usury laws now in force, and all promissory **notes**, instruments, and other loan documents executed by the Borrower evidencing the obligation shall be held subject to reduction to the amount allowed under usury laws as now or subsequently construed by the courts having jurisdiction.

Successors in Interest

30. This **Security Agreement** shall be binding on the Borrower and on the Borrower's heirs, executors, administrators, other legal representatives, successors, and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns.

Dated: May, _____, 2020.

SNL, LLC. D/B/A Walter's Jewelers

By: Steven Lemanski, its managing member

City of Kewanee, SECURED PARTY

By: _____

GUARANTORS

Kristi Lemanski, Individual Guarantor

Steven Lemanski, individual Guarantor

Guaranty Agreement

This Loan Guaranty Agreement is entered on May _____, 2020 between the City of Kewanee (Lender), and Steven and Kristi Lemanski (Guarantors), in reference to the Loan made by Lender to SNL LLC. doing business as Walter's Jewelers. on May _____, 2020.

Recitals

The Lender refuses to extend credit to the Borrower unless a guaranty of collection as described in this Loan Guaranty Agreement is made and executed by the Guarantors as set forth hereunder.

Steven Lemanski

Kristi Lemanski

It is therefore agreed:

Obligation

1. The Guarantors unconditionally guarantees to the Lender the collection of all of the Borrower's indebtedness under the Loan to the Lender. This means that the Guarantors agrees to pay the obligations of the Borrower under the Loan described above when those obligations are due, subject to the preliminary requirements specified in Paragraph 2.

Conditions and Waiver

2. Presentment, demand, protest, notice of protest and dishonor are each waived. However, before the Guarantors shall be liable under the terms of this Agreement, the Lender shall reduce the Lender's claim against the Borrower to judgment, and wait until execution on that judgment is returned unsatisfied; or the Lender shall demonstrate that the Borrower has become insolvent or that it is otherwise apparent that it is useless to proceed against the Borrower. The Lender's granting of any extension or any other indulgence to the Borrower or any other party to the Loan, even without notice to the Guarantors, shall in no way affect the obligation under this Loan Guaranty Agreement.

Consent to Lender's Act

3. The Guarantors, without affecting their liability to the Lender under this Loan Guaranty Agreement, that the Lender may take the following actions without notice to or further consent of the Guarantors:

a. The Lender may modify or otherwise change any terms of all or any part of the indebtedness or the rate of interest on the Loan, grant any extension or renewal of the Loan, grant any indulgence with respect to the Loan, and effect any release, compromise, or settlement with respect to the Loan with the agreement of the Borrower or pursuant to the terms of the note and security agreements;

b. The Lender may enter into any agreement of forbearance with respect to all or any part of the indebtedness under the Loan or with respect to all or any part of the collateral and change the term of any agreement;

c. The Lender may forbear from calling for additional collateral to secure any of the indebtedness under the Loan or to secure any obligation comprised in the collateral;

d. The Lender may consent to the substitution, exchange, or release of all or any part of the collateral, whether or not the collateral, if any, received by the Lender on any substitution, exchange, or release is of the same or of a different character or value than the collateral surrendered by the Lender;

e. If the Borrower does not make a payment on any of the indebtedness under the Loan when due by acceleration or otherwise, or if the Borrower defaults in the performance of any obligation to the Lender or comprised in the collateral, the Lender may realize or forbear from realizing from the collateral the amount of nonpayment or default, using the collateral as a whole or in such parcels or subdivided interests as the Lender may elect, and selling the collateral at any public or private sale or sales, for cash or on credit, or for future delivery, without demand, advertisement, or notice of time or place of the sale, or by foreclosure or otherwise, all as the Lender in its complete discretion may deem proper, and the Lender may purchase all or any part of the collateral for its own account at any public sale or foreclosure. All of the powers described in this paragraph are to be exercised only to the extent permitted by law.

Representations

4. The Guarantors represents that, at the time of execution and delivery of this Guaranty, nothing exists to impair the effectiveness of the liability of the Guarantors to the Lender, or the immediate effectiveness of this Loan Guaranty Agreement as the sole agreement between the Guarantors and the Lender with respect to guaranteeing the Borrower's obligation to the Lender.

Remedies

5. The Lender may at its option proceed in the first instance against the Guarantors, except as otherwise restricted herein, to collect any obligation covered by this Loan Guaranty Agreement, without first proceeding against the Borrower or any other person, firm, or corporation, and without first resorting to any property at any time held by the Lender as collateral security.

Governing Law

6. This Guaranty shall be governed by the laws of the State of Illinois.

Steven Lemanski

Kristi Lemanski

Month	Starting Balance (\$)	Payment Made (\$)	Interest Paid (\$)	Principal Paid (\$)	Ending Balance (\$)
1	8800.00	0	18.33	0	8800.00
2	8800.00	0	18.33	0	8800.00
3	8800.00	0	18.33	0	8800.00
4	8800.00	0	18.33	0	8800.00
5	8800.00	0	18.33	0	8800.00
6	8800.00	0	18.33	0	8800.00
7	8800.00	302.90	18.33	284.57	8515.43
8	8515.43	302.90	17.74	285.16	8230.27
9	8230.27	302.90	17.15	385.75	7944.52
10	7944.52	302.90	16.55	286.35	7658.17
11	7658.17	302.90	15.95	286.95	7371.22
12	7371.22	302.90	15.36	287.54	7083.68
13	7083.68	302.90	14.76	288.14	6795.53
14	6795.53	302.90	14.16	288.74	6506.79

15	6506.79	302.90	13.56	289.35	6217.45
16	6217.45	302.90	12.95	289.95	5927.50
17	5927.50	302.90	12.35	290.55	5636.95
18	5636.95	302.90	11.74	291.16	5345.79
19	5345.79	302.90	11.14	291.76	5054.03
20	5054.03	302.90	10.53	292.37	4761.65
21	4761.65	302.90	9.92	292.98	4468.67
22	4468.67	302.90	9.31	293.59	4175.08
23	4175.08	302.90	8.70	294.20	3880.88
24	3880.88	302.90	8.09	294.82	3586.06
25	3586.06	302.90	7.47	295.43	3290.63
26	3290.63	302.90	6.86	296.05	2994.59
27	2994.59	302.90	6.24	296.66	2697.93
28	2697.93	302.90	5.62	297.28	2400.65
29	2400.65	302.90	5.00	297.90	2102.75

30	2102.75	302.90	4.38	298.52	1804.23
31	1804.23	302.90	3.76	299.14	1505.08
32	1505.08	302.90	3.14	299.77	1205.32
33	1205.32	302.90	2.51	300.39	904.93
34	904.93	302.90	1.89	301.02	603.91
35	603.91	302.90	1.26	301.64	302.27
36	302.27	302.90	.63	302.27	0

RESOLUTION NO. 5220

A RESOLUTION COMMITTING FUNDS FROM THE REVOLVING LOAN FUND OF THE CITY OF KEWANEE TO WALTER'S JEWELERS, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, The City of Kewanee has previously established a revolving loan fund; and

WHEREAS, The City of Kewanee has established a small business loan program to assist businesses impacted by the Global Pandemic of COVID-19 using funds from the revolving loan; and

WHEREAS, Walter's Jewelers meets the eligibility requirements as established in the program, has agreed to the terms of the loan as established in the program, and has provided necessary security and personal guarantees to adequately mitigate the risk of default on the loan; and

WHEREAS, The proposed new loan from the Revolving Loan Fund to Walter's Jewelers is in the amount of eight thousand, eight hundred dollars (\$8,800).

NOW THEREFORE BE IT RESOLVED, BY THE KEWANEE CITY COUNCIL, IN COUNCIL ASSEMBLED, AS FOLLOWS:

Section 1 The City Council of the City of Kewanee finds that the loan of said funds is in the best interests of the City of Kewanee and would promote economic development and protect current levels of employment in the City of Kewanee.

Section 2 The Mayor, City Attorney, City Manager, and City Clerk are hereby authorized and directed to execute any and all documents necessary to bind the City and to make said loan to Walter's Jewelers, as perfected and approved by the City Attorney.

Section 3 Said loan, is expressly conditioned upon Walter's Jewelers complying with:

A. All terms and conditions of said Small Business Loan program.

B. Funds loaned shall be used exclusively for the purposes stated in the application filed by Walter's Jewelers and as approved by this resolution.

Section 4 The note documenting said loan shall be for the amount of \$8,800 repayable in thirty-six (36) monthly installments, with interest at 2.5% per annum and shall be secured by:

A. Mortgage

B. Personal guaranty by Steve and Kristi Lemanski.

Section 5 Repayment schedule shall be as shown on the attached table.

Section 6 This Resolution shall be in full force and effect upon its passage.

Adopted by the Council of the City of Kewanee, Illinois this 11th day of May, 2020.

ATTEST:

Rabecka Jones, City Clerk

Gary Moore, Mayor

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

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	May 11, 2020	
RESOLUTION OR ORDINANCE NUMBER	Resolution #5207	
AGENDA TITLE	A resolution authorizing the City Manager to execute a right-of-way agreement with Cambridge Telecommunications Services, Inc., for high speed internet service.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Gary Bradley, City Manager	
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	Authorizes the execution of an agreement for the placement of communications infrastructure in the City's Right-of-Way.	
BACKGROUND	<p>City staff was approached by representatives from CTSI regarding the placement of fiber-optic cable in the City right of way to provide high speed internet to residential and business customers approximately three years ago, but they ultimately withdrew from discussions.</p> <p>They have expressed a renewed interest, and the terms they are agreeable to and the type of arrangement are in keeping with direction provided by the City Council.</p>	
SPECIAL NOTES		

ANALYSIS	N/A
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval.
REFERENCE DOCUMENTS ATTACHED	Resolution # 5207, proposed agreement

CTSI and Kewanee Fiber Construction Agreement

This agreement is entered into by and between Cambridge Telecommunications Services, Inc., an Illinois corporation, herein "CTSI", and the City of Kewanee, Illinois, an Illinois municipal corporation, herein "the City," and collectively "the Parties."

The City desires for CTSI to reengage in building fiber internet service in the City and CTSI desires to use the City right-of-way to construct its direct fiber network.

Now, therefore, in consideration of the mutual promises as set forth herein, and for other good and valuable consideration, it is agreed by the Parties as follows:

1. Payment of infrastructure Maintenance Fee. CTSI agrees to bill the customer and remit to the City on a quarterly basis a "Kewanee Right-of-Way Fee" of two and a half percent (2.5%) of the gross receipts derived from the provision of fiber-optic services from this date forward. CTSI will also provide the existing \$485 internet access charge to City Hall on a free basis. CTSI will remit the fee on a quarterly basis and if the City requests an increase in its bandwidth provided by CTSI, there will be a reasonable monthly charge for the incremental amount.
2. Right-of-Way Work Permit. At such time as CTSI wishes to make a fiber service connection in the future, it shall make application for a Right-of-Way Work Permit for said connection with the City Engineer. The Permit application shall include sufficient existing infrastructure and right-of-way information to allow City staff to review the application efficiently, quickly, and without further research. City staff shall strive to review all Permit applications in a timely manner so as not to delay the fiber installation and in no case shall the review time exceed seven (7) working days. No fee will be charged to CTSI for the issuance of said permit by the City.
3. Communications and expectations. CTSI agrees to advise City staff at least 24 hours in advance of the scheduled start of work in the right-of-way, to be in constant contact with City employees, to supply all documents of work area including "as-built" maps, and to comply with all City ordinances while working in the City right-of-way. CTSI further agrees to install new fiber under existing sidewalks where practicable, to install new fiber at nominal depths of 32" to 48" depending on existing utility locations, to pothole to identify actual locations and depths of potential conflicts, and to restore all work surfaces as best as possible to prior condition or better, and to seed all disturbed soil areas.
4. Binding Effect. This Agreement shall be binding upon the Parties, their successors, and assigns.

Cambridge Telecommunications Services, Inc.

CITY OF KEWANEE

Signed: _____

Signed: _____

Mike McClain
General Manager

Gary Bradley
City Manager

RESOLUTION NO. 5207

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A RIGHT OF WAY AGREEMENT WITH CAMBRIDGE TELECOMMUNICATIONS SERVICES, INC., FOR HIGH SPEED INTERNET SERVICE.

WHEREAS, Cambridge Telecommunications Services, Inc., an Illinois corporation, wishes to install fiber-optic cable to provide high-speed internet to business and residential customers; and

WHEREAS, the City of Kewanee owns and maintains a right-of-way network suitable for the installation of such a fiber-optic network; and

WHEREAS, the use of high speed internet service will enhance quality of life within the community and provide residents with additional opportunities to choose their service providers; and

WHEREAS, It is necessary and proper for the City to regulate the use of its right of way and to be compensated fairly for such use.

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

Section 1 The City Manager is hereby authorized to execute a right of way agreement with Cambridge Telecommunications Services, Inc. for high speed internet service.

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

Adopted by the Council of the City of Kewanee, Illinois this 11th day of May 2020.

ATTEST:

Rabecka Jones, City Clerk

Gary Moore, Mayor

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