



**CITY COUNCIL MEETING**

*Council Chambers*

401 E Third Street

Kewanee, Illinois 61443

**Open Meeting starting at 7:00 p.m. Via Zoom**

**Monday December 28th, 2020**

Posted by 6:00 p.m. December 23rd, 2020

1. Call to Order
2. Roll Call
3. Consent Agenda
  - a. Approval of Minutes
  - b. Payroll
  - c. Staff Reports
4. Presentation of Bills and Claims
5. Public Participation
6. New Business
  - a) **Consideration of Resolution #5263** authorizing an agreement with Cottingham & Butler for Health Insurance Consulting Services for January 2021 through December, 2024
  - b) **Consideration of Ordinance #4041** amending Ordinance No. 2841 adopted May 9, 1994, commonly known as The City of Kewanee, Illinois, Administrative Code.
  - c) **Consideration of Resolution #5264** authorizing the City Manager to enter into an agreement with Michlig energy for furnishing vehicle & equipment fuel to the City of Kewanee.
  - d) **Consideration of Ordinance #4042** approving and authorizing the execution of a Tax Increment Financing (TIF) District Redevelopment Agreement by and between the City of Kewanee and David C. Taylor
  - e) **Consideration of Hotel Tax Proceeds**
7. Council Communications:
8. Announcements:
9. Adjournment:



## MEMORANDUM

**Date:** December 23, 2020  
**From:** Gary Bradley, City Manager  
**To:** Mayor & Council  
**RE:** Council Meeting of **Monday, December 28, 2020**

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

1. **Covid Vaccine and Mitigation**— The Covid Vaccine will be available to Fire Fighters this weekend and early next week and to Police Officers in two to three weeks. We are not mandating the vaccine as a condition of employment but have having employees sign a declination statement if they choose to opt out. Hospitalization rates remain high in the area and we continue to operate under the “enhanced mitigation” orders that were expected to last two to three weeks when put in place to get the numbers to trend in a different direction. Due to the guidelines in place, small businesses remain vulnerable and we continue to encourage those who can to use the services that are available to help keep local businesses a viable option.
2. **Demolition Grant**— Staff received notice last week of an IDHA grant award of \$164,700 for housing demolition. This far exceeds what we had received in the past or what we had been setting aside in our own funds and demonstrates the state’s recognition of our need as well as confidence in our ability to administer the grant program in a timely and effective manner.
3. **EAV**— At the most recent City Council meeting, the question was asked to what the increase in EAV can be attributed. A review of the numbers and discussion the County Assessor shows that the increase in valuation is in each sector (Farm, Industrial, Residential, and Commercial), is supported by both sales data and assessments at increased value due to improvements made and the rising market, and that the increases south of Division Street have served to offset losses in value north of Division Street.
4. **Animal Ordinances**—At the last Council Meeting, staff was asked to look into the concept of adding a discussion of the Animal Ordinances onto the agenda as a discussion item. Chief Welgat is reviewing the minutes and information from the committee meetings but has not yet found any recommendations that are not already covered by our existing ordinances. He will continue to review the materials and provide additional follow-up when his research is complete.
5. **Flagger Training**— The City hosted flagger training for our Public Works employees with approximately ten people earning certifications that will help to ensure that workplace safety remains a top priority.

6. **Walgreens Valuation**—The property owner has once again filed a protest challenging the value of the property. The City and School District both provided testimony at Board of Review hearing noting our objections to a lowering of the value of the property. The board of review will provide a response in Mid-January, and either side can then appeal the decision to Springfield.
7. **Enterprise Zone**— Staff has been working with a major employer in Geneseo on a new facility that will begin construction in March or April, helping to secure Building Material Exemption Certificates for the approximately \$8,000,000 facility. Like other projects in neighboring communities, this work helps to improve the economy not just in the community where it is located, but throughout the region.
8. **Sales Tax**— Mark Mikenas at the Chamber of Commerce provided a quick review of the quarterly sales tax data, finding the 3rd quarter sales tax figures reflected a 6.2% increase over the same period in 2019. Sales through the first three quarters of the calendar year are up 3.3% over the previous point in 2019. If the 4<sup>th</sup> quarter remains on pace, we should expect an additional \$45,000 in general fund revenues for the fiscal year over what was projected.
9. **Wastewater Treatment Plant Improvements**—As previously noted, the EPA has established new limits for the removal of phosphate nutrients. When those new limits go into effect depends on the methods we use to remove them. Identifying those improvements, along with the development of a more comprehensive approach to the maintenance of our sanitary sewer system overall, are part of a scope of work that was awarded to CMT last summer and dovetails with the rate study also awarded last summer. Staff held a progress meeting with the engineering firms involved to ensure that the projects stay on track. They are expected to be completed in early spring.
10. **Arbitration**—We continue to work with the FOP in order to identify potential compromises that might enable the parties to avoid Arbitration over a series of grievances related to when over-time is paid according to what we believe is clear and unambiguous language contained within the contract. The difficulty lies in the fact that despite the language, we paid them inconsistent with that language for the better part of twenty years so they believe they entitled to be paid erroneously because it's what they are used to how we've always done it. That may be an over-simplification of the case at hand, but is essentially the essence of it.
11. **City Engineer**— Scott Hinton's last day as City Engineer was December 18th. I feel like there was a good transition and that we are up to date on where each project that he was working on is in its respective process so that we can continue moving forward with each of them.
12. **LOCiS Training**— We will have on-site training for Department Heads, including our new Finance Director, and clerical staff on January 5th and 6<sup>th</sup>. The training will help to ensure that we can utilize our accounting software to its fullest capacity in order to provide more and better information and improve our efficiency.

13. **CURE Funding**— Federal legislation passed earlier in the week but not yet signed into law extended the period of reimbursement for municipalities. Our approved reimbursements to date exceed \$400,000. The bill did not include any additional funding under the CURE program, but does contain a significant amount of grant funding that we may be eligible for.
14. **Tourism Funding**—At the last City Council Meeting, staff was asked about notice for the tourism tax. This reminder was extremely timely, the deadline is soon approaching. Unless directed otherwise, based on the direction that was provided during the budget sessions earlier this year, staff will provide notice next week of the City's intent to end our funding arrangement with the county. We will place the item on the agenda.



***BOCK INC.***  
***MONTHLY REPORT FOR***  
***NOVEMBER, 2020***

***SUBMITTED BY:*** Stan Boudry



## **IEPA SUMMARY**

No communications with the IEPA for the month of November.

## **MAINTENANCE SUMMARY**

BOCK INC. generated 33 preventive work orders for the month. All 33 work orders were completed. In addition to the preventive work orders, there was 5 corrective maintenance work orders performed.

## **SAFETY SUMMARY**

Because safety is an important part of our daily practice, we have been without a loss time injury at the plant for 70 months.

## **OPERATIONS SUMMARY**

Flow for the month averaged 2.421 MGD with the rainfall totaling 2.59 inches.

Total KWH used for the month was 154,800.

There were 4 values of the outfall 001 effluent that exceeded the permit limit for Chloride concentration and there was 1 value that exceeded the permit limit for pounds of Chloride.

Sludge applied to the field totaled 0 gallons for the month.

DMR Copy of Record

Permit

Permit #:

IL0029343

Major:

Yes

Permittee:

KEWANEE, CITY OF

Permittee Address:

401 EAST THIRD STREET  
KEWANEE, IL 61443

Facility:

KEWANEE STP

Facility Location:

194 FISCHER AVENUE  
KEWANEE, IL 61413

Permitted Feature:

001  
External Outfall

Discharge:

001-0  
STP OUTFALL

Report Dates & Status

Monitoring Period:

From 11/01/20 to 11/30/20

DMR Due Date:

12/25/20

Status:

NetDMR Validated

Considerations for Form Completion

DMF LOAD LIMITS DISPLAYED

Principal Executive Officer

First Name:

Stanley

Last Name:

Bockewitz

Title:

Chief Operator

Telephone:

309-852-2789

No Data Indicator (NODI)

Form NODI: --

Code	Parameter Name	Monitoring Location	Season #	Param. NODI		Quantity or Loading					Quality or Concentration								# of Ex.	Frequency of Analysis	Sample Type
						Qualifier 1	Value 1	Qualifier 2	Value 2	Units	Qualifier 1	Value 1	Qualifier 2	Value 2	Qualifier 3	Value 3	Units				
00300	Oxygen, dissolved [DO]	1 - Effluent Gross	1	--	Sample						=	8.81	=	8.81	=	8.22	19 - mg/L	0	01/07 - Weekly	GR - GRAB	
					Permit Req.						>=	5.5 MO AV MN	>=	4.0 MN WK AV	>=	3.5 DAILY MN	19 - mg/L				
					Value NODI																
00400	pH	1 - Effluent Gross	0	--	Sample						=	7.65			=	7.75	12 - SU	0	01/07 - Weekly	GR - GRAB	
					Permit Req.						>=	6.0 MINIMUM			<=	9.0 MAXIMUM	12 - SU				
					Value NODI																
00530	Solids, total suspended	1 - Effluent Gross	0	--	Sample	=	18.6	=	37.2	26 - lb/d			=	0.9	=	1.0	19 - mg/L	0	01/07 - Weekly	CP - COMPOS	
					Permit Req.	<=	500.0 MO AVG	<=	1001.0 DAILY MX	26 - lb/d			<=	12.0 MO AVG	<=	24.0 DAILY MX	19 - mg/L				
					Value NODI																
00600	Nitrogen, total [as N]	1 - Effluent Gross	0	--	Sample										=	12.0	19 - mg/L	0	01/30 - Monthly	CP - COMPOS	
					Permit Req.											Req Mon DAILY MX	19 - mg/L				
					Value NODI																
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	3	--	Sample	=	0.3	=	0.6	26 - lb/d			<	0.015	<	0.015	19 - mg/L	0	01/07 - Weekly	CP - COMPOS	
					Permit Req.	<=	104.0 MO AVG	<=	179.0 DAILY MX	26 - lb/d			<=	2.5 MO AVG	<=	4.3 DAILY MX	19 - mg/L				
					Value NODI																
00665	Phosphorus, total [as P]	1 - Effluent Gross	0	--	Sample										=	2.1	19 - mg/L	0	01/30 - Monthly	CP - COMPOS	
					Permit Req.											Req Mon DAILY MX	19 - mg/L				
					Value NODI																
X 00940	Chloride [as Cl]	1 - Effluent Gross	0	--	Sample			=	24577.0	26 - lb/d					=	780.0	19 - mg/L	5	01/07 - Weekly	CP - COMPOS	
					Permit Req.			<=	20850.0 DAILY MX	26 - lb/d					<=	500.0 DAILY MX	19 - mg/L				
					Value NODI																
50050	Flow, in conduit or thru treatment plant	1 - Effluent Gross	0	--	Sample	=	2.003963	=	4.465001	03 - MGD								0	99/99 - Continuous		
					Permit Req.		Req Mon MO AVG		Req Mon DAILY MX	03 - MGD											
					Value NODI																
50060	Chlorine, total residual	1 - Effluent Gross	0	--	Sample														CL/OC - Chlorination/Occurances	GR - GRAB	
					Permit Req.										<=	0.038 DAILY MX	19 - mg/L				
					Value NODI											9 - Conditional Monitoring - Not Required This Period					

80082	BOD, carbonaceous [5 day, 20 C]	1 - Effluent Gross	0	--	Sample	=	16.9	=	33.0	26 - lb/d			=	0.847	=	0.949	19 - mg/L	0	01/07 - Weekly	CP - COMPOS
					Permit Req.	<=	417.0 MO AVG	<=	834.0 DAILY MX	26 - lb/d			<=	10.0 MO AVG	<=	20.0 DAILY MX	19 - mg/L		01/07 - Weekly	CP - COMPOS
					Value NODI															

**Submission Note**

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

**Edit Check Errors**

Parameter		Monitoring Location	Field	Type	Description	Acknowledge
Code	Name					
00940	Chloride [as Cl]	1 - Effluent Gross	Quantity or Loading Sample Value 2	Soft	The provided sample value is outside the permit limit. <b>Please verify that the value you have provided is correct.</b> (Error Code: 1 )	Yes
00940	Chloride [as Cl]	1 - Effluent Gross	Quality or Concentration Sample Value 3	Soft	The provided sample value is outside the permit limit. <b>Please verify that the value you have provided is correct.</b> (Error Code: 1 )	Yes

**Comments**

Chlorination did not occur this monitoring period.

**Attachments**

No attachments.

**Report Last Saved By**  
**KEWANEE, CITY OF**

User: bockinc1992  
Name: Stanley Bockewitz  
E-Mail: stanb@bockinc.net  
Date/Time: 2020-12-17 11:06 (Time Zone: -06:00)

**Report Last Signed By**

User: bockinc1992  
Name: Stanley Bockewitz  
E-Mail: stanb@bockinc.net  
Date/Time: 2020-12-17 11:15 (Time Zone: -06:00)



DMR Copy of Record

Permit

Permit #:

IL0029343

Major:

Yes

Permittee:

KEWANEE, CITY OF

Permittee Address:

401 EAST THIRD STREET  
KEWANEE, IL 61443

Facility:

KEWANEE STP

Facility Location:

194 FISCHER AVENUE  
KEWANEE, IL 61413

Permitted Feature:

003  
External Outfall

Discharge:

003-0  
EMERGENCY HIGH LEVEL OVERFLOW

Report Dates & Status

Monitoring Period:

From 11/01/20 to 11/30/20

DMR Due Date:

12/25/20

Status:

NetDMR Validated

Considerations for Form Completion

Principal Executive Officer

First Name:

Stanley

Last Name:

Bockewitz

Title:

Chief Operator

Telephone:

309-852-2789

No Data Indicator (NODI)

Form NODI:

--

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

Submission Note

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

Edit Check Errors

No errors.

Comments

Attachments

No attachments.

Report Last Saved By

KEWANEE, CITY OF

User:

bockinc1992

Name:

Stanley Bockewitz

E-Mail:

stanb@bockinc.net

Date/Time:

2020-12-17 10:52 (Time Zone: -06:00)

Report Last Signed By

User:

bockinc1992

Name:

Stanley Bockewitz

E-Mail:

stanb@bockinc.net

Date/Time:

2020-12-17 11:13 (Time Zone: -06:00)

DMR Copy of Record

Permit

Permit #:  
Major:

IL0029343  
Yes

Permittee:  
Permittee Address:

KEWANEE, CITY OF  
401 EAST THIRD STREET  
KEWANEE, IL 61443

Facility:  
Facility Location:

KEWANEE STP  
194 FISCHER AVENUE  
KEWANEE, IL 61413

Permitted Feature:

004  
External Outfall

Discharge:

004-0  
EXCESS FLOW LAGOON OUTFALL- EAST LAGOON

Report Dates & Status

Monitoring Period:

From 11/01/20 to 11/30/20

DMR Due Date:

12/25/20

Status:

NetDMR Validated

Considerations for Form Completion

NUMBER OF DAYS OF DISCHARGE:

Principal Executive Officer

First Name:  
Last Name:

Stanley  
Bockewitz

Title:

Chief Operator

Telephone:

309-852-2789

No Data Indicator (NODI)

Form NODI: --

Parameter		Monitoring Location	Season #	Param. NODI		Quantity or Loading					Quality or Concentration							# of Ex.	Frequency of Analysis	Sample Type
Code	Name					Qualifier 1	Value 1	Qualifier 2	Value 2	Units	Qualifier 1	Value 1	Qualifier 2	Value 2	Qualifier 3	Value 3	Units			
00300	Oxygen, dissolved [DO]	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.							Req Mon MO AV MN		Req Mon MN WK AV		Req Mon DAILY MN	19 - mg/L			
					Value NODI							C - No Discharge		C - No Discharge		C - No Discharge				
00310	BOD, 5-day, 20 deg. C	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.								<=	30.0 MO AVG	<=	45.0 WKLY AVG	19 - mg/L			
					Value NODI									C - No Discharge		C - No Discharge				
00400	pH	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.						>=	6.0 MINIMUM			<=	9.0 MAXIMUM	12 - SU			
					Value NODI							C - No Discharge				C - No Discharge				
00530	Solids, total suspended	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.								<=	30.0 MO AVG	<=	45.0 WKLY AVG	19 - mg/L			
					Value NODI									C - No Discharge		C - No Discharge				
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.											Req Mon DAILY MX	19 - mg/L			
					Value NODI											C - No Discharge				
00665	Phosphorus, total [as P]	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.											Req Mon DAILY MX	19 - mg/L			
					Value NODI											C - No Discharge				
50060	Chlorine, total residual	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.										<=	0.75 DAILY MX	19 - mg/L			
					Value NODI											C - No Discharge				
74055	Coliform, fecal general	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.										<=	400.0 DAILY MX	13 - #/100mL			
					Value NODI											C - No Discharge				
82220	Flow, total	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	CN - CONTIN
					Permit Req.				Req Mon MO TOTAL	03 - MGD										
					Value NODI				C - No Discharge											

Submission Note

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

Edit Check Errors

No errors.

Comments

Attachments

No attachments.

Report Last Saved By

KEWANEE, CITY OF

User:

bockinc1992

Name:	Stanley Bockewitz
E-Mail:	stanb@bockinc.net
Date/Time:	2020-12-17 10:52 (Time Zone: -06:00)
<i>Report Last Signed By</i>	
User:	bockinc1992
Name:	Stanley Bockewitz
E-Mail:	stanb@bockinc.net
Date/Time:	2020-12-17 11:11 (Time Zone: -06:00)

DMR Copy of Record

Permit

Permit #:IL0029343

Major:Yes

Permittee:KEWANEE, CITY OF

Permittee Address:401 EAST THIRD STREET  
KEWANEE, IL 61443

Facility:KEWANEE STP

Facility Location:194 FISCHER AVENUE  
KEWANEE, IL 61413

Permitted Feature:005  
External Outfall

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

Report Dates & Status

Monitoring Period:From 11/01/20 to 11/30/20

DMR Due Date:12/25/20

Status:NetDMR Validated

Considerations for Form Completion

NUMBER OF DAYS OF DISCHARGE:

Principal Executive Officer

First Name:Stanley

Last Name:Bockewitz

Title:Chief Operator

Telephone:309-852-2789

No Data Indicator (NODI)

Form NODI:--

Parameter		Monitoring Location	Season #	Param. NODI		Quantity or Loading					Quality or Concentration							# of Ex.	Frequency of Analysis	Sample Type
Code	Name					Qualifier 1	Value 1	Qualifier 2	Value 2	Units	Qualifier 1	Value 1	Qualifier 2	Value 2	Qualifier 3	Value 3	Units			
00300	Oxygen, dissolved [DO]	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.							Req Mon MO AV MN		Req Mon MN WK AV		Req Mon DAILY MN	19 - mg/L			
					Value NODI							C - No Discharge		C - No Discharge		C - No Discharge				
00310	BOD, 5-day, 20 deg. C	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.								<=	30.0 MO AVG	<=	45.0 WKLY AVG	19 - mg/L			
					Value NODI									C - No Discharge		C - No Discharge				
00400	pH	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.						>=	6.0 MINIMUM			<=	9.0 MAXIMUM	12 - SU			
					Value NODI							C - No Discharge				C - No Discharge				
00530	Solids, total suspended	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.								<=	30.0 MO AVG	<=	45.0 WKLY AVG	19 - mg/L			
					Value NODI									C - No Discharge		C - No Discharge				
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.											Req Mon DAILY MX	19 - mg/L			
					Value NODI											C - No Discharge				
00665	Phosphorus, total [as P]	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.											Req Mon DAILY MX	19 - mg/L			
					Value NODI											C - No Discharge				
50060	Chlorine, total residual	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.										<=	0.75 DAILY MX	19 - mg/L			
					Value NODI											C - No Discharge				
74055	Coliform, fecal general	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	GR - GRAB
					Permit Req.										<=	400.0 DAILY MX	13 - #/100mL			
					Value NODI											C - No Discharge				
82220	Flow, total	1 - Effluent Gross	0	--	Sample														DL/DS - Daily When Discharging	CN - CONTIN
					Permit Req.				Req Mon MO TOTAL	03 - MGD										
					Value NODI				C - No Discharge											

Submission Note

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

Edit Check Errors

No errors.

Comments

Attachments

No attachments.

Report Last Saved By

KEWANEE, CITY OF

User:

bockinc1992



Name:	Stanley Bockewitz
E-Mail:	stanb@bockinc.net
Date/Time:	2020-12-17 10:53 (Time Zone: -06:00)
<i>Report Last Signed By</i>	
User:	bockinc1992
Name:	Stanley Bockewitz
E-Mail:	stanb@bockinc.net
Date/Time:	2020-12-17 11:09 (Time Zone: -06:00)

DMR Copy of Record

Permit

Permit #:

IL0029343

Major:

Yes

Permittee:

KEWANEE, CITY OF

Permittee Address:

401 EAST THIRD STREET  
KEWANEE, IL 61443

Facility:

KEWANEE STP

Facility Location:

194 FISCHER AVENUE  
KEWANEE, IL 61413

Permitted Feature:

INF  
Internal Outfall

Discharge:

INF-L  
INFLUENT MONITORING

Report Dates & Status

Monitoring Period:

From 11/01/20 to 11/30/20

DMR Due Date:

12/25/20

Status:

NetDMR Validated

Considerations for Form Completion

Principal Executive Officer

First Name:

Stanley

Last Name:

Bockewitz

Title:

Chief Operator

Telephone:

309-852-2789

No Data Indicator (NODI)

Form NODI:

--

Submission Note

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

Edit Check Errors

No errors.

Comments

Attachments

No attachments.

Report Last Saved By

KEWANEE, CITY OF

User:

bockinc1992

Name:

Stanley Bockewitz

E-Mail:

stanb@bockinc.net

Date/Time:

2020-12-17 11:08 (Time Zone: -06:00)

Report Last Signed By

User:

bockinc1992

Name:

Stanley Bockewitz

E-Mail:

stanb@bockinc.net

Date/Time:

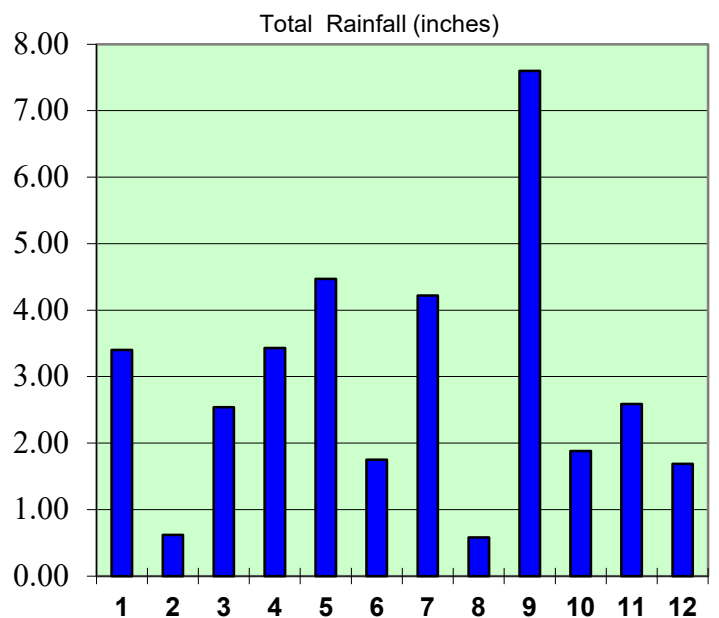
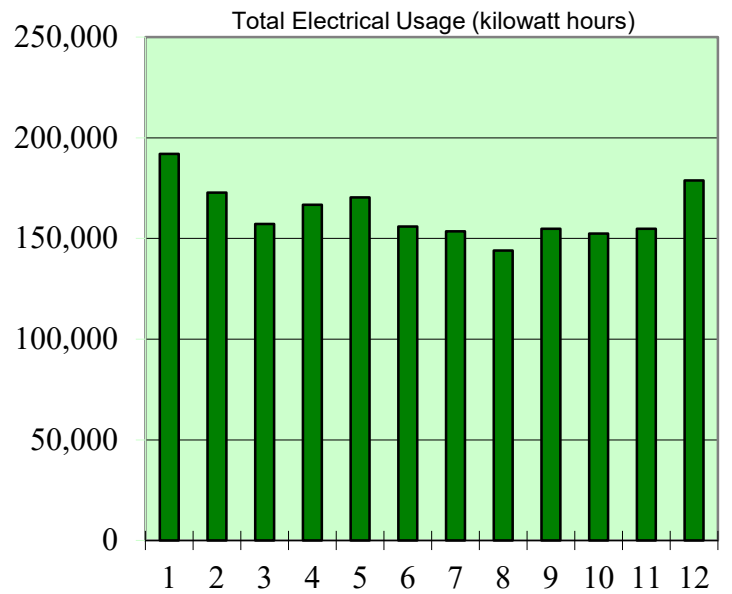
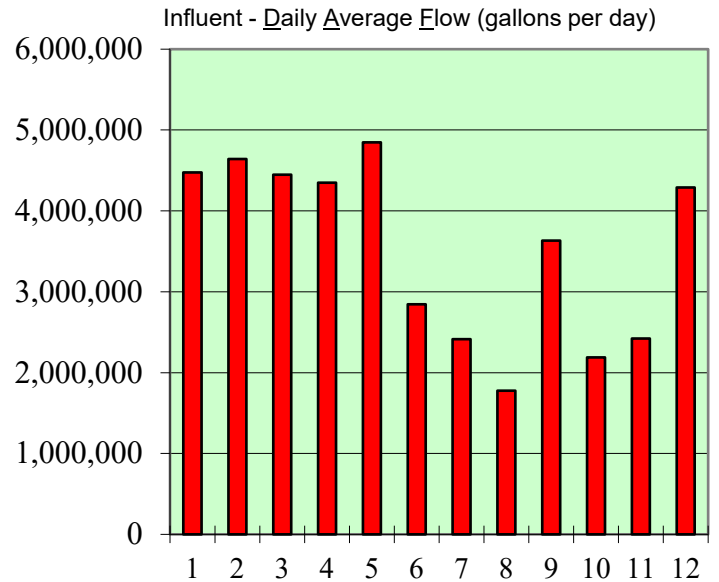
2020-12-17 11:16 (Time Zone: -06:00)

Kewanee, Illinois  
Wastewater Treatment Plant  
Twelve Month Moving Average Report  
Submitted by  
Bock Inc.

Date		Influent - <u>D</u> aily <u>A</u> verage <u>F</u> low (gallons per day)	Total Electrical Usage (kilowatt hours)	Total Rainfall (inches)
1	January 2020	4,477,482	192,000	3.40
2	February 2020	4,641,649	172,800	0.62
3	March 2020	4,449,766	157,200	2.54
4	April 2020	4,348,751	166,800	3.43
5	May 2020	4,845,807	170,400	4.47
6	June 2020	2,846,779	156,000	1.75
7	July 2020	2,415,542	153,600	4.22
8	August 2020	1,778,268	144,000	0.58
9	September 2020	3,632,466	154,800	7.60
10	October 2020	2,187,817	152,400	1.88
11	November 2020	2,421,913	154,800	2.59
12	December 2019	4,290,928	178,800	1.69
Total		42,337,168	1,953,600	34.77
Average		3,528,097	162,800	2.90

The Plant Design Average Flow is  
2,000,000 Gallons per Day.

The Plant Design Maximum Flow is  
5,000,000 Gallons per Day.



SYS DATE: 12/21/20

CITY OF KEWANEE  
V E N D O R   I N V O I C E   R E G I S T E R  
REGISTER # 510  
Monday December 21,2020

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## GENERAL LEDGER DISTRIBUTION SUMMARY

G/L ACCT NUMBER	TITLE	VENDOR	INVOICE #	TR CODE	AMOUNT	DESCRIPTION	DEBIT	CREDIT
MANUAL AND PRINTED CHECK DISTRIBUTIONS								
01 GENERAL FUND								
01-00-114.00	SBT-OPERATIONS	DAN05	D12212020	BI	155.00	MANUAL POSTING		155.00
		HIL04	D12172020	BI	84.58	MANUAL POSTING		84.58
		ILL05	ERI-B LEMANS		4703.95	DUE FROM FUND 16	4703.95	
		ILL05	ERI-B LEMANSBI		4728.95	MANUAL POSTING		4728.95
		LAM06	D12032020	BI	2900.00	MANUAL POSTING		2900.00
		LIN08	D12142020	BI	167.77	MANUAL POSTING		167.77
		PAX02	D12212020	BI	116.91	MANUAL POSTING		116.91
		PRO16	NOV. COMMISSBIN		2379.50	MANUAL POSTING		2379.50
		SHA10	D12142020	BI	174.99	MANUAL POSTING		174.99
		SUL00	72529		4512.50	DUE FROM FUND 14	4512.50	
		SUL00	72529	BI	4512.50	MANUAL POSTING		4512.50
		AMOUNT DISTRIBUTED			24436.65		9216.45	15220.20
		6003.75 NET						
***** Dept Totals for: 01-00		24436.65						
01-11-929	MISC. EXP./REFUNDS	HIL04	D12172020	BI	84.58	CHRISTMAS PARTY	84.58	
		ILL05	ERI-B LEMANSBI		25.00	PROCESSING FEE	25.00	
		AMOUNT DISTRIBUTED			109.58		109.58	NET
***** Dept Totals for: 01-11		109.58						
01-22-579	BILLING CHARGES	PRO16	NOV. COMMISSBIN		2379.50	BILLING CHARGES	2379.50	
		AMOUNT DISTRIBUTED			2379.50		2379.50	NET
***** Dept Totals for: 01-22		2379.50						
01-41-473	PERSONAL EQUIPMENT	LIN08	D12142020	BI	167.77	CLOTHING ALLOWANC	167.77	
		PAX02	D12212020	BI	116.91	CLOTHING ALLOWANC	116.91	
		SHA10	D12142020	BI	174.99	CLOTHING ALLOWANC	174.99	
		AMOUNT DISTRIBUTED			459.67		459.67	NET
01-41-581	TREE REMOVAL	LAM06	D12032020	BI	2900.00	6 TREES REMOVED &	2900.00	
		AMOUNT DISTRIBUTED			2900.00		2900.00	NET
***** Dept Totals for: 01-41		3359.67						
01-65-159.7	PRE-PAID RECOVERY	DAN05	D12212020	BI	155.00	BOND REFUND	155.00	
		AMOUNT DISTRIBUTED			155.00		155.00	NET
***** Dept Totals for: 01-65		155.00						



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GENERAL LEDGER DISTRIBUTION SUMMARY

G/L ACCT NUMBER	TITLE	VENDOR	INVOICE #	TR CODE	AMOUNT	DESCRIPTION	DEBIT	CREDIT
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MANUAL AND PRINTED CHECK DISTRIBUTIONS

01 GENERAL FUND

TRANSACTION AMOUNTS	
TOTAL DEBITS.....	15220.20
TOTAL CREDITS.....	15220.20
FUND IN BALANCE...	.00

SYS DATE: 12/21/20

CITY OF KEWANEE  
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GENERAL LEDGER DISTRIBUTION SUMMARY

G/L ACCT NUMBER	TITLE	VENDOR	INVOICE #	TR CODE	AMOUNT	DESCRIPTION	DEBIT	CREDIT
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MANUAL AND PRINTED CHECK DISTRIBUTIONS

14   INSURANCE FUND

14-00-114.00	SBT-OPERATIONS	SUL00	72529		4512.50	DUE TO FUND 01		4512.50
					-----		-----	
			AMOUNT DISTRIBUTED		4512.50			4512.50 NET

\*\*\*\*\* Dept Totals for: 14-00                      4512.50

14-11-591	LIABILITY INSURANCE	SUL00	72529	BI	4512.50	INS CLAIM..TRANSF	4512.50	
					-----		-----	
			AMOUNT DISTRIBUTED		4512.50		4512.50 NET	

\*\*\*\*\* Dept Totals for: 14-11                      4512.50

TRANSACTION AMOUNTS  
TOTAL DEBITS.....    4512.50  
TOTAL CREDITS.....    4512.50  
FUND IN BALANCE...       .00

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GENERAL LEDGER DISTRIBUTION SUMMARY

G/L ACCT NUMBER	TITLE	VENDOR	INVOICE #	TR CODE	AMOUNT	DESCRIPTION	DEBIT	CREDIT
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MANUAL AND PRINTED CHECK DISTRIBUTIONS

16 IL. MUNI. RETIREMENT FUND

16-00-114.00	SBT-OPERATIONS	ILL05	ERI-B LEMANSBI		4703.95	B LEMANSKI ERI	4703.95	
		ILL05	ERI-B LEMANS		4703.95	DUE TO FUND 01		4703.95

\*\*\*\*\* Dept Totals for: 16-00                      9407.90

TRANSACTION AMOUNTS

TOTAL DEBITS.....	4703.95
TOTAL CREDITS.....	4703.95
FUND IN BALANCE...	.00

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GENERAL LEDGER DISTRIBUTION SUMMARY

G/L ACCT NUMBER	TITLE	VENDOR	INVOICE #	TR CODE	AMOUNT	DESCRIPTION	DEBIT	CREDIT
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MANUAL AND PRINTED CHECK DISTRIBUTIONS

44 TIF DEVELOPMENT FUND

44-84D-929	MISC. EXPENSE/11TH & EAST ST TIF	KEW11	D121720	BI	12000.00	IGA TIF REFUND	12000.00	
		KEW11	D121720	BI	12000.00	MANUAL POSTING		12000.00

\*\*\*\*\* Dept Totals for: 44-84                      24000.00

TRANSACTION AMOUNTS

TOTAL DEBITS.....	12000.00
TOTAL CREDITS.....	12000.00
FUND IN BALANCE...	.00



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## GENERAL LEDGER DISTRIBUTION SUMMARY

G/L ACCT NUMBER	TITLE	VENDOR	INVOICE #	TR CODE	AMOUNT	DESCRIPTION	DEBIT	CREDIT
=====								
MANUAL AND PRINTED CHECK DISTRIBUTIONS								
74 HEALTH INSURANCE FUND								
74-00-114	SBT-HEALTH INSURANCE	BLU09	D12172020	BI	140178.96	MANUAL POSTING		140178.96
		SIS01	D12142020	BI	271.22	MANUAL POSTING		271.22
		SIS01	D12182020	BI	1806.90	MANUAL POSTING		1806.90
							-----	-----
			AMOUNT DISTRIBUTED		142257.08			142257.08 NET
***** Dept Totals for: 74-00								
			142257.08					
74-14-451	HEALTH INSURANCE	BLU09	D12172020	BI	134473.13	HEALTH INS CLAIM	134473.13	
		BLU09	D12172020	BI	25392.64	STOP LOSS SPECIFI	25392.64	
		SIS01	D12142020	BI	271.22	DENTAL/VISION CLA	271.22	
		SIS01	D12182020	BI	1806.90	DENTAL AND VISION	1806.90	
							-----	-----
			AMOUNT DISTRIBUTED		161943.89		161943.89	NET
74-14-452	LIFE INSURANCE	BLU09	D12172020	BI	19686.81-	STOP LOSS ADJUSTM	19686.81-	
							-----	-----
			AMOUNT DISTRIBUTED		19686.81-		19686.81	.00
***** Dept Totals for: 74-14								
			142257.08					19686.81 NET

TRANSACTION AMOUNTS  
TOTAL DEBITS..... 142257.08  
TOTAL CREDITS..... 142257.08  
FUND IN BALANCE... .00

SYS DATE: 12/21/20

CITY OF KEWANEE  
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GENERAL LEDGER DISTRIBUTION SUMMARY

G/L ACCT NUMBER	TITLE	VENDOR	INVOICE #	TR CODE	AMOUNT	DESCRIPTION	DEBIT	CREDIT
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FINAL MANUAL/PRINTED POSTING TOTALS

TRANSACTION AMOUNTS  
TOTAL DEBITS..... 178693.73  
TOTAL CREDITS..... 178693.73  
TOTAL INVOICES.... 169477.28

MANUAL CHECKS WILL BE REGISTERED AND TRANSACTIONS POSTED TO THE G/L

OVERALL NR PROCESSING TOTALS FOR REGISTER 510

\*\* TOTAL NUMBER OF INVOICES PROCESSED ..... 13  
\*\* TOTAL AMOUNT OF INVOICES PROCESSED ..... 169477.28

**RESOLUTION NO. 5263**

A RESOLUTION AUTHORIZING AN AGREEMENT WITH COTTINGHAM & BUTLER FOR HEALTH INSURANCE CONSULTING SERVICES FOR JANUARY 2021 THROUGH DECEMBER, 2024, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

**WHEREAS,** The Patient Protection and Affordable Care Act has imposed innumerable new regulations and reporting requirement that require the services of professionals with experience and specialized training in the health insurance industry to assist City of Kewanee staff with maintaining compliance with said Act; and,

**WHEREAS,** Proposals were received from five firms with demonstrated experience in the field of health insurance and other benefits administration and services; and,

**WHEREAS,** Staff evaluated the proposals based on both cost and services and Believes that Cottingham & Butler provides the best combination of said services and therefore best meets the needs of the City in providing competitive yet affordable benefits to the employees of the City; and,

**WHEREAS,** City staff has recommended that the proposal of Cottingham & Butler of Dubuque, Iowa be accepted as providing the necessary experience and the best value to the City; and,

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

**Section 1**      The City Manager is hereby authorized to enter into an agreement with Cottingham & Butler of Dubuque, Iowa, to provide health insurance consulting services as contained in their proposal, which shall be incorporated into said agreement. .

**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 28<sup>TH</sup> day of December 2020.

ATTEST:

\_\_\_\_\_  
Rabecka Jones, City Clerk

\_\_\_\_\_  
Gary Moore, Mayor

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

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
<b>MEETING DATE</b>	December 14, 2020	
<b>RESOLUTION OR ORDINANCE NUMBER</b>	Ordinance #4041	
<b>AGENDA TITLE</b>	Approval of an Ordinance amending Ordinance No. 2841 adopted May 9, 1994, commonly known as <u>The City of Kewanee, Illinois, Administrative Code.</u>	
<b>REQUESTING DEPARTMENT</b>	Human Resources	
<b>PRESENTER</b>	Rabecka Jones, City Clerk	
<b>FISCAL INFORMATION</b>	Cost as recommended:	Potential annual savings to the Insurance Fund of \$10,740.00 in insurance premiums + the City's share of medical claim expenses per retired employee per year
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	Amending the Administrative Code provides an opportunity for the City to reduce insurance costs related to continued coverage for retired employees.	

<b>BACKGROUND</b>	<p>With the recommendation of the City's health care consultant, Cottingham &amp; Butler, the City renewed its contract with Blue Cross Blue Shield of Illinois and other carriers at the November 30, 2020 City Council meeting. As part of reviewing the City's health care package, a question arose regarding continuing coverage for retired employees.</p> <p>Section 10.1.1.d of the Administrative Code allows for retirees and spouses to remain on the City's health care plan if they pay one-half of the premium. The City continues to pay the other half of the premium and other medical claim cost obligations.</p> <p>The City's Blue Cross health care plan documents state that "Retirees may not reenter the Plan if coverage is dropped..." It is believed that the intent of this language is to avoid the administrative time associated with a potential revolving door of retirees leaving and reentering the plan. The downside of this requirement is that retirees may choose to remain on the City's plan when other health care coverages are available to them. Allowing retirees to leave the City's health care plan with the option of reentering in the future provides flexibility to retirees and reduces costs for both the City and the retiree.</p> <p>Staff proposes amending the language in 10.1.1.d to allow a one-time reentry into the health care plan. The one-time allowance will avoid the potential revolving door.</p>
<b>SPECIAL NOTES</b>	<p>The proposed language regarding retiree insurance coverage mimics language included in the AFSCME, FOP, and IAFF bargaining unit contracts with the addition of Blue Cross-recommended language allowing the one-time reentry.</p>
<b>ANALYSIS</b>	<p>Blue Cross and Cottingham &amp; Butler find no downside to this change. It provides a potential opportunity for the City to save health care costs while not obligating the City to new costs.</p>
<b>PUBLIC INFORMATION PROCESS</b>	<p>N/A</p>

<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>STAFF RECOMMENDATION</b>	Staff recommends approving the change.
<b>PROCUREMENT POLICY VERIFICATION</b>	N/A
<b>REFERENCE DOCUMENTS ATTACHED</b>	Section 10 of the Administrative Code with proposed revisions.



City including, but not limited to, leaves of absence because of military duties, associated with illness or disability not caused or induced by the actual performance of official duties, in cases where the employee has exhausted his accumulated sick leave. (d) Prior to allowing an employee to return to work, from a City Manager granted leave, the City Manager may require the employee to submit to an examination by a physician or other qualified person selected by the City to determine the ability of the employee to fulfil his duties to the City.

- 9.12 Unauthorized Leave. Any absence from work, which is not detailed in these Personnel Rules and Regulations, shall be considered an unauthorized absence from duty. Any such unauthorized absence from duty shall constitute just cause for discharge.

## **10 BENEFITS & ALLOWANCES**

### **10.1 Insurance.**

#### **10.1.1 Medical/Health.**

- a. Eligibility for health insurance. All full-time employees, retirees, their spouses and dependents and others designated by an act of the City Council, are declared to be eligible for participation in the Group Health Insurance Plan sponsored by the City.

Employees become eligible for coverage on the first of the month following the date of employment on a regular full time basis (40 or more hours per week).

The Mayor, members of the City Council, the City Attorney, their spouses and dependents may participate in the City's health insurance program so long as they pay the full applicable monthly premium.

- b. Persons not eligible for participation in a city pension plan. Temporary and part-time employees are not eligible to participate in the City's employee medical insurance plan.
- c. Effect of qualification for Medicare. Any participant in the City group health care plan who qualifies for Medicare either through disability, reaching retirement age or for any other reason shall be ineligible to further participate in the City's group health insurance plan, and shall be dropped from the plan immediately upon qualification for Medicare. Participants have the duty to inform the City Clerk when they qualify for coverage under the Federal Medicare program.
- d. ~~Retirees or their surviving spouses are eligible for the City health care program provided they pay one half of the applicable health care~~

~~insurance premiums.~~ Employees and spouses receiving a disability pension or retirement pension under the Illinois Municipal Retirement Fund shall have the option to continue participation in the medical, dental, and vision plans in effect at the time of of retirement or any successor plan until the retiree and their eligible spouse reach the age of 65 or become eligible for Medicare. Eligible retirees and their eligible spouses covered under the retiree medical, dental, and vision plans will be allowed to reenter the plans one (1) time before the age of 65 or they become eligible for Medicare.

The City shall contribute fifty percent (50%) of the premium per month toward the Health Insurance Plan with the retiree paying the other fifty percent (50%).

- e. Participants in the group health insurance plan have the duty to promptly pay their premium required for participation in the plan. The premium shall be paid on or before the 15<sup>th</sup> day of each month. Failure to pay the premium on or before the 15<sup>th</sup> day of the month on 3 or more occasions shall constitute grounds for termination of the participant's membership in the group health insurance plan by action of the City Clerk, after the member is notified by certified mail. Prior to termination, the City Clerk shall notify the participant of the delinquent payments by regular mail. The participant shall have ten days from the date of such letter to make all delinquent payments, plus the payment for one additional month in advance. A participant, so notified, who does not make the required payments, will be sent a certified letter by the City Clerk stating the health insurance is cancelled.

A participant that is delinquent, is notified, and makes the appropriate payments to become current on their account, shall from that time forth, be subject to irrevocable termination for any one future delinquent insurance payment.

- 10.1.2 Life. Group life insurance shall be provided for regular full-time employees, upon their employment. The City shall pay the premium, or as agreed upon within any union agreement. All regular full-time employees shall be given complete information regarding the coverage provided. The schedule of benefits shall be twenty thousand dollars (\$20,000) basic coverage for each employee.
- 10.2 Retirement Plans. The City of Kewanee participates in the Illinois Municipal Retirement Fund, the Police Pension Fund, and the Fireman's Pension Fund. State statutes govern the operation of these funds.
- 10.2.1 Illinois Municipal Retirement Fund. Illinois Statutes have created the "Illinois Municipal Retirement Fund" (IMRF) (40 ILCS 5/7-101) the purpose of which is to provide a sound and efficient system for the payment of

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	December 28, 2020	
RESOLUTION OR ORDINANCE NUMBER	Resolution# 5264	
AGENDA TITLE	A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH MICHLIG ENERGY FOR THE PURCHASE OF FUEL FOR THE CITY OF KEWANEE'S VEHICLES AND EQUIPMENT FOR CALANDER YEAR 2021	
REQUESTING DEPARTMENT	Grounds Maintenance Department/Fleet Department	
PRESENTER	Kevin Newton, Public Works Operations Manager	
FISCAL INFORMATION	Cost as recommended:	Approximate \$98,695.00
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To furnish fuel for the vehicles and equipment to the City of Kewanee	
BACKGROUND	The City of Kewanee has an existing agreement expiring December 2020, with Michlig Energy for our fuel needs. Proposals were solicited from interested parties, Gold Star FS. Inc. and Michlig Energy	
SPECIAL NOTES	N/A	
ANALYSIS	The City uses approximately 56,000 gallons of gasoline and diesel annually. After review of the bid proposal costs for fuel types and calculating overall cost Michlig Energy will save approximately \$22,075.00 over Gold Star FS Inc. for 2021 and \$8,000 compared to 2020.	

<b>PUBLIC INFORMATION PROCESS</b>	An RFP titled "Fuel Supply Bids" was emailed directly to Michlig Energy, Gold Star FS Inc. The RFP was also posted on the City's website and in the local paper. Sealed bids were due and read allowed on December 22, 2020.
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>STAFF RECOMMENDATION</b>	Staff recommends entering an agreement with Michlig Energy for our 2021 gasoline and diesel fuel needs.
<b>PROCUREMENT POLICY VERIFICATION</b>	
<b>REFERENCE DOCUMENTS ATTACHED</b>	

## **RESOLUTION NO. 5264**

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MICHIG ENERGY FOR FURNISHING VEHICLE & EQUIPMENT FUEL TO THE CITY OF KEWANEE, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, The City of Kewanee advertised and solicited for sealed proposals for fuel delivery for calendar year 2021, and two proposals were received, and opened by Kewanee's Operations Manager at 10:00 a.m. on December 22, 2020; and

WHEREAS, The unit bids received were as shown in the table below:

Firm	Gasohol/gal.	Summer-blend Diesel/gal.	Winter-blend Diesel/gal.	Off Road/Farm Blend Diesel/Gal
Michlig Energy	\$1.70	\$1.82	\$1.97	\$1.82
Gold Star FS	\$2.06	\$2.20	\$2.58	\$2.20

WHEREAS, An extension of the unit costs shown above by the estimated quantities to be used, as indicated in the Request For Fuel Supply Bids, indicates the annual cost of fuel from Michlig Energy would be approximately \$98,695.00 vs. Gold Star FS at \$120,770.00; and,

WHEREAS, City staff has recommended acceptance of the bid from Michlig Energy, and the City Council finds it to be in the best interest of the City of Kewanee to accept the bid of Michlig Energy, thereby fixing fuel costs for calendar year 2021.

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

**Section 1** The bid of Michlig Energy is accepted, on a per unit basis, and the City Manager is authorized to sign a contract with Michlig Energy for delivery of fuels between January 1, 2021 and December 31, 2021 to the City.

**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 28<sup>st</sup> day of December, 2020.

ATTEST:

\_\_\_\_\_  
Rabecka Jones, City Clerk

\_\_\_\_\_  
Gary Moore, Mayor

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

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	December 28, 2020	
RESOLUTION OR ORDINANCE NUMBER	Ordinance # 4042	
AGENDA TITLE	Consideration of Ordinance #4042 approving and authorizing the execution of a Tax Increment Financing (TIF) District Redevelopment Agreement by and between the City of Kewanee and David C. Taylor	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Gary Bradley, City Manager	
FISCAL INFORMATION	Cost as recommended:	\$20,000
	Budget Line Item:	44-84E-919
	Balance Available	\$45,000
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Authorizes the City Manager to execute a TIF agreement David C. Taylor for improvements to a building located at 202 N. Tremont	
BACKGROUND	David Taylor has completed the TIF Incentive application for interior improvements to their building. Our TIF Attorney at Jacob & Klein has reviewed the application and determined there to be sufficient eligible project costs. The agreement provides TIF incentives of \$20,000 consistent with previous agreements approved by the City Council.	
SPECIAL NOTES	N/A	

<b>ANALYSIS</b>	Similar to previously approved TIF Agreements, the proposed business helps to retain shoppers in the community and will serve as a magnet that helps to attract people to the community, generating sales tax revenue for the community.
<b>PUBLIC INFORMATION PROCESS</b>	N/A
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>STAFF RECOMMENDATION</b>	Staff Recommends Approval
<b>PROCUREMENT POLICY VERIFICATION</b>	N/A
<b>REFERENCE DOCUMENTS ATTACHED</b>	TIF Application, TIF Redevelopment/forgivable loan agreement, ordinance.

# **CITY OF KEWANEE, ILLINOIS**

**ORDINANCE NO. 4042**

**KEWANEE DOWNTOWN TAX INCREMENT FINANCING DISTRICT**

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

**by and between**

**THE CITY OF KEWANEE, HENRY COUNTY, ILLINOIS**

**and**

**DAVID C. TAYLOR**



**ADOPTED BY THE MAYOR AND CITY COUNCIL  
OF THE CITY OF KEWANEE, HENRY COUNTY, ILLINOIS ON  
THE 28TH DAY OF DECEMBER, 2020.**

**CITY OF KEWANEE, ILLINOIS: ORDINANCE NO. 4042**

**KEWANEE DOWNTOWN TIF DISTRICT**

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

**by and between**

**THE CITY OF KEWANEE**

**and**

**DAVID C. TAYLOR**

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

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

1. The TIF Redevelopment Agreement with David C. Taylor (the “Developer”) attached hereto as **Exhibit A** is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Redevelopment Agreement and the City Clerk of the City of Kewanee is hereby authorized and directed to attest such execution.
3. The Redevelopment Agreement shall be effective the date of its approval on the 28TH day of December, 2020.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

*[the remainder of this page is intentionally blank]*

**PASSED APPROVED AND ADOPTED** by the Mayor and City Council of the City of Kewanee this 28TH day of December, 2020.

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

**APPROVED:** \_\_\_\_\_, Date \_\_\_\_/ \_\_\_\_ / 2020  
Mayor

**ATTEST:** \_\_\_\_\_, Date: \_\_\_\_/ \_\_\_\_ / 2020  
City Clerk, City of Kewanee

*Attachment:* **EXHIBIT A.** Redevelopment Agreement by and between the City of Kewanee and David C. Taylor.

EXHIBIT A

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

by and between

**THE CITY OF KEWANEE**

and

**DAVID C. TAYLOR**

# **TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT**

by and between

**CITY OF KEWANEE, HENRY COUNTY, ILLINOIS**

and

**DAVID C. TAYLOR**

**KEWANEE DOWNTOWN TAX INCREMENT FINANCING DISTRICT**

**DECEMBER 28, 2020**

**TIF REDEVELOPMENT AGREEMENT BY AND BETWEEN CITY OF KEWANEE  
AND DAVID C. TAYLOR**

**KEWANEE DOWNTOWN TIF DISTRICT**

**THIS TIF REDEVELOPMENT AGREEMENT** (including Exhibits) (“Agreement”) is entered into this 28TH day of December, 2020, by the **City of Kewanee** (the “City”), an Illinois Municipal Corporation, Henry County, Illinois, and **David C. Taylor** (the “Developer”).

## **PREAMBLE**

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

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

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

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

**WHEREAS**, one such property is owned by the Developer and located at 202 N. Tremont Street, Kewanee, Illinois, currently PIN # 20-33-178-042 (the “Property”) and said Property is in need of development and integral to the development of the TIF District; and

**WHEREAS**, the Developer owns said Property and is proceeding with plans to renovate and rehabilitate the commercial building located thereon for operation of a bar and restaurant (the “Project”) based upon incentives made available by the City; and

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

**WHEREAS**, the City has the authority under the Act to incur Redevelopment Project Costs (“Eligible Project Costs”) and to reimburse Developer for such costs; and

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

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

**WHEREAS**, the City and the Developer (the “Parties”) have agreed that the City shall provide a forgivable loan to the Developer for the reimbursement of the Developer’s TIF Eligible Project Costs (**Exhibit 2, “Promissory Note”**) of an amount not to exceed **Twenty Thousand and No/100 Dollars (\$20,000.00)** to be paid from the Kewanee Downtown TIF District Special Tax Allocation Fund as specified below in *Section C, Incentives*; and

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

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

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

### **AGREEMENTS**

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

#### **A. PRELIMINARY STATEMENTS**

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement, and are to be construed as binding statements of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.
4. The Developer shall complete the Project within six (6) months from the date this Agreement is executed, subject to extension due to Force Majeure (defined below).
5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

#### **B. ADOPTION OF TAX INCREMENT FINANCING**

The City has created a Tax Increment Financing District known as the "Kewanee Downtown TIF District" which includes the Developer's Property. The City has approved certain Redevelopment Project Costs, including the types described in *Exhibit 1* for the Developer's Project which shall be known as the **"David C. Taylor Renovation Project"**.

## C. INCENTIVES

In consideration for the Developer completing the Project, the City agrees to extend to Developer the following incentives to assist Developer's Project:

1. The City agrees to loan to the Developer (also, the "Borrower") by separate Promissory Note (attached hereto as **Exhibit "2"**) the sum of **Twenty Thousand Dollars (\$20,000.00)** from the Kewanee Downtown TIF District Special Tax Allocation Fund for TIF Eligible Project Costs incurred as a result of the Developer's Project. The terms and conditions for the Loan shall be as follows:
  - a. The full Loan amount of \$20,000.00 shall be paid to the Developer from the Kewanee Downtown TIF District Special Tax Allocation Fund within thirty (30) days following the execution of this Agreement, or upon verification of a minimum of \$20,000 of TIF Eligible Project Costs pursuant to *Section E* below.
  - b. A separate Promissory Note is attached as **Exhibit "2"**.
  - c. The interest rate for the Loan shall be One Percent (1%) per annum, and shall begin to accrue on the date the Loan funds are dispersed to the Developer.
  - d. The term of the Loan shall expire on the date that is five (5) years from the date the loan funds are disbursed by the City to the Developer pursuant to *paragraph a* above.
  - e. One-fifth (1/5) of the principal of the Loan amount, plus any accrued interest thereon, shall be forgiven annually by the City commencing on the date that is one year from the date the loan funds are disbursed to the Developer pursuant to *paragraph a* above, and continuing on the one-year anniversary of each year thereafter for the term of the Loan, provided the Developer has been at all times in full compliance with every term of this Agreement, including the following:
    - i. The Developer agrees to continually operate a bar and restaurant located on the Property.
    - ii. The Developer shall annually provide verification of the payment of the real estate taxes for the property.
    - iii. The Developer does not file for bankruptcy or otherwise become insolvent.
    - iv. The Property is not the subject of foreclosure proceedings.

- v. The Developer does not sell or otherwise convey the Property during the term of the Loan.
- vi. The Developer shall not file any challenge, appeal or similar action which seeks to reduce the equalized assessed value of the property.

#### **D. LIMITATION OF INCENTIVES TO DEVELOPER**

1. In no event, shall the maximum cumulative reimbursements for the Developer's TIF Eligible Project Costs pursuant to *Section C(1)* above exceed Twenty Thousand Dollars and No Cents (\$20,000.00) as set forth herein.
2. It is not contemplated that, nor is the City obligated, to use any of its proportionate share of the monies generated by this Project for any of Developer's Eligible Project Costs, but rather the City shall use such sums for any purpose under the Act as it may in its sole discretion determine.

#### **E. PAYMENT OF ELIGIBLE PROJECT COSTS**

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



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

#### **F. VERIFICATION OF TAX INCREMENT**

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

#### **G. LIMITED OBLIGATION**

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

of the City or a charge or lien against any City fund or give rise to the City's general credit or taxing power.

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

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

#### **I. COOPERATION OF THE PARTIES**

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

#### **J. DEFAULT; CURE; REMEDIES**

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

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

## **K. TIME; FORCE MAJEURE**

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

## **L. ASSIGNMENT**

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

## **M. WAIVER**

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

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

## **N. SEVERABILITY**

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

## **O. NOTICES**

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

### **To Developer:**

David C. Taylor  
202 N. Tremont Street  
Kewanee, Illinois 61443

### **To City:**

City of Kewanee  
City Clerk  
401 E. Third Street

Kewanee, Illinois 61443  
Telephone: (309) 852-2611

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

## **P. SUCCESSORS IN INTEREST**

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

## **Q. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED**

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

## **R. INDEMNIFICATION OF CITY**

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

## **S. ENTIRE AGREEMENT**

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

## **T. WARRANTY OF SIGNATORIES**

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

## **U. TERM OF THE AGREEMENT**

This Agreement shall expire on the date that is five (5) years from the date the loan funds are disbursed by the City to the Developer pursuant to Section C above. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings or upon any other default by the Developer of this Agreement.

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

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

**DEVELOPER:  
DAVID C. TAYLOR**

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

By: \_\_\_\_\_  
David C. Taylor

**ATTEST:**

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

## **EXHIBIT 1**

### **SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS**

#### **DAVID C. TAYLOR “David C. Taylor Renovation Project”**

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

Project Description: Developer owns the Property and is proceeding with plans to renovate and rehabilitate the commercial building located thereon for operation of a bar and restaurant.

Location: 202 N. Tremont Street, Kewanee, Illinois

Parcel Number: 20-33-178-042

**Estimated TIF Eligible Project Costs:**

Rehabilitation and Renovation Costs . . . . . \$21,000

Demolition Costs . . . . . \$5,000

**Total Estimated Eligible Project Costs . . . . . \$26,000**

\*The Developer's total reimbursement of TIF Eligible Project Costs under *Section C* of the Agreement shall not exceed **\$20,000.00**.

**EXHIBIT 2**

**PROMISSORY NOTE**

## **PROMISSORY NOTE**

FOR VALUE RECEIVED, David C. Taylor (the “Borrower”), promises to pay the City of Kewanee, Henry County, Illinois, an Illinois Municipal Corporation (“Lender”) the principal sum of Twenty Thousand Dollars (\$20,000.00) with interest accruing on the unpaid principal at the rate of one percent (1%) per annum. The aforementioned principal sum represents monies loaned by the Lender to the Borrower for the reimbursement of Borrower’s TIF Eligible Project Costs, specifically redevelopment project costs, incurred as a result of a Redevelopment Project located at 202 N. Tremont Street, Kewanee, Illinois (PIN # 20-33-178-042) (the “Property”), within the Redevelopment Project Area and that is the subject of a Tax Increment Financing District Redevelopment Agreement between the City of Kewanee and David C. Taylor (the “Redevelopment Agreement”) entered into the 28TH day of December, 2020.

The term of this Promissory Note shall commence on the date the loan funds are disbursed to the Borrower and end on the date that is five years from the date of said disbursement of loan funds to the Borrower.

Provided that the Borrower is at all times in compliance with the Redevelopment Agreement and this Promissory Note, One-Fifth (1/5) of the principal balance of \$20,000.00, plus any accrued interest thereon, shall be forgiven by the Lender each year during the term of this Promissory Note, with the first date of forgiveness being one year from the date the loan funds are disbursed by the Lender to the Borrower and continuing on the one-year anniversary of each year thereafter for the term of this Promissory Note. Provided that the Borrower does not Default or otherwise breach this Promissory Note or the Redevelopment Agreement, the full principal amount of this Promissory Note, plus any accrued interest thereon, shall be forgiven on the expiration of this Promissory Note.

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

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

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

Default or breach, Borrower promises to reimburse Lender for all collection and/or litigation costs incurred by the City, including reasonable attorney fees and court costs, whether judgment is rendered or not.

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

**BORROWER:**

DAVID C. TAYLOR

**LENDER:**

CITY OF KEWANEE

BY: \_\_\_\_\_

David C. Taylor

BY: \_\_\_\_\_

Mayor, City of Kewanee

ATTEST: \_\_\_\_\_

City Clerk, City of Kewanee

DATE: \_\_\_\_\_

**EXHIBIT 3**

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

**PRIVATE PROJECT REQUEST FOR REIMBURSEMENT BY DAVID C. TAYLOR**

Date \_\_\_\_\_

Attention: City TIF Administrator, City of Kewanee, Illinois

Re: TIF Redevelopment Agreement, dated December 28, 2020 by and between the City of Kewanee, Illinois, and David C. Taylor (the "Developer")

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

1. REQUEST FOR REIMBURSEMENT NO. \_\_\_\_\_

2. PAYMENT DUE TO: David C. Taylor



3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in **Exhibit "1"** of the Redevelopment Agreement.
5. The undersigned certifies and swears under oath that the following statements are true and correct:
- (i) the amounts included in (3) above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect; and
  - (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for TIF Eligible Redevelopment Project Costs; and
  - (iii) the expenditures for which amounts are requested represent proper Redevelopment Project Costs as identified in the "Limitation of Incentives to Developer" described in *Section "D"* of the Redevelopment Agreement: have not been included in any previous Request for Reimbursement; have been properly recorded on the Developer's books; are set forth with invoices attached for all sums for which reimbursement is requested; and proof of payment of the invoices; and
  - (iv) the amounts requested are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs; and
  - (v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

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

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

BY: \_\_\_\_\_(Developer)

TITLE: \_\_\_\_\_

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**CITY OF KEWANEE, ILLINOIS**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_



## TAX INCREMENT FINANCING (TIF) DISTRICT

### APPLICATION FOR TIF BENEFITS RELATING TO PRIVATE (TIF) ELIGIBLE REDEVELOPMENT PROJECT COSTS

Pursuant to Section (65ILCS 5/11-74.4-4(b)) of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4 *et. seq.*), municipalities may make and enter into contracts with private developers to induce redevelopment projects which are necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Municipalities may also, under certain conditions, incur project redevelopment cost and reimburse developers who incur redevelopment project costs which are authorized by a redevelopment agreement (65 ILCS 5/11-74.4-4(j)).

Private developers seeking reimbursement of TIF eligible redevelopment project costs are required by the municipality to complete this application allowing the municipality to adequately determine the developer's eligibility for assistance from the TIF District.

**Instructions: Complete each section and return via fax (309) 856-6001 or U. S. Mail or in person to:  
City of Kewanee, 401 E. Third Street, Kewanee, IL 61443**

#### PART 1: DEVELOPER INFORMATION

Developer Legal/Business Name: DAVID CTAYLOR Date: 10-10-20

Business type: ☒ Sole Proprietorship ☐ Partnership ☐ Corporation (State of Charter: \_\_\_\_\_)

☐ Other (please describe): \_\_\_\_\_

#### Developer's Contact Information:

Name DAVID CTAYLOR Title Owner

Address 202 N Tremont St

City Kewanee State IL Zip Code 61443

Daytime Phone 309 854-2641 Mobile Same

Fax \_\_\_\_\_ Email OPJE T24@hotmail.com

#### PART 2: PROJECT INFORMATION

TIF District Name DOWNTOWN TIF DISTRICT

Project Name COTAP

Anticipated Start Date 9-1-2020 Anticipated Completion Date 12-1-2020

Project Description BAR, RESTAURANT RENOVATION. COMPLETE PAINTING, FLOORING, BAR TOP & FIXTURES.

Project is classified as: ☐ Industrial ☒ Commercial ☐ Residential



Project Street Address 202 N. TREMONT ST. IL

Parcel(s) Relating to the above described project:

1. Property Identification Number (PIN) 20-33-178-042  
 Is this property within the TIF Boundary (or proposed boundary)? ☒ Yes or ☐ No  
 Date property acquired: 8-31-17
2. Property Identification Number (PIN) \_\_\_\_\_  
 Is this property within the TIF Boundary (or proposed boundary)? ☐ Yes or ☐ No  
 Date property acquired: \_\_\_\_\_
3. Property Identification Number (PIN) \_\_\_\_\_  
 Is this property within the TIF Boundary (or proposed boundary)? ☐ Yes or ☐ No  
 Date property acquired: \_\_\_\_\_

(Please list any additional parcels on separate sheet and attach)

**IF RESIDENTIAL:** what is the expected absorption rate or "build-out" for the project?

PHASE 1: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

PHASE 2: Number of lots = _____ @ \$ _____ per lot		
Calendar Year	Number of Homes or Units	Avg. Fair Market Value (House and Lot)

(please describe additional phases on separate sheet and attach)

**FOR ENTIRE PROJECT:**

Total Projected Investment \$ 20,000.00 (Land and Real Estate Improvements Only)

Total Number of Jobs Created: 7 Number of Jobs FTE: 5 1/2

Current annual retail sales (if applicable – commercial projects only) . . . . . \$ 0

Projected (new) annual retail sales generated by this project . . . . . \$ 200,000.00



### PART 3: ESTIMATED TIF ELIGIBLE PROJECT COSTS

#### Property Assembly Costs:

	Phase 1:	Phase 2:
1. Land and buildings (acquisition costs) .....	\$ <u>Ø</u>	\$ _____
2. Site preparation, clearing and grading .....	\$ <u>Ø</u>	\$ _____
3. Demolition .....	\$ <u>5000.00</u>	\$ _____

#### Professional Fees:

1. Planning, engineering, architectural .....	\$ <u>Ø</u>	\$ _____
2. Legal .....	\$ <u>Ø</u>	\$ _____
3. Accounting/financial .....	\$ <u>Ø</u>	\$ _____
4. Marketing (land only) .....	\$ <u>Ø</u>	\$ _____
5. Other professional fees .....	\$ <u>Ø</u>	\$ _____
Job training and retraining services .....	\$ <u>Ø</u>	\$ _____
Rehabilitation or renovation .....	\$ <u>15,000.00</u>	\$ _____
Public infrastructure improvements .....	\$ <u>Ø</u>	\$ _____
(Water, sewer, drainage, sidewalks, curb, etc.)		
Utilities extension .....	\$ <u>Ø</u>	\$ _____

#### Interest Buy-Down:

Principal \$ \_\_\_\_\_ @ \_\_\_\_\_ % per annum  
 for \_\_\_\_\_ years = Estimated Interest Expense x 30%.. \$ Ø \$ \_\_\_\_\_

#### Miscellaneous/Other (please specify):

1. <u>FLOORING</u> .....	\$ <u>3,000.00</u>	\$ _____
2. <u>BAE</u> .....	\$ <u>3,000.00</u>	\$ _____
3. <u>EQUIPMENT</u> .....	\$ <u>5,000.00</u>	\$ _____
<b>TOTAL ESTIMATED ELIGIBLE COSTS .....</b>	<b>\$ <u>31,000.00</u></b>	<b>\$ _____</b>

Additional Notes/Comments: I am Requesting \$20,000.00 in tIF

(please describe estimated eligible project costs for additional phases on separate sheet and attach)





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#### **PART 4: DECLARATIONS**

##### **City of Kewanee**

Pursuant to the TIF Act, the City of Kewanee has the authority to make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project. Furthermore, the City of Kewanee may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; provided, however, that on and after the effective date of the amendatory Act of the 91<sup>st</sup> General Assembly, no municipality shall incur redevelopment project costs *(except for planning costs and any other eligible costs authorized by municipal ordinance or resolution that are subsequently included in the redevelopment plan for the area and are incurred by the municipality after the ordinance or resolution is adopted)* that are not consistent with the program for accomplishing the objectives of the redevelopment plan as included in that plan and approved by the municipality until the municipality has amended the redevelopment plan as provided elsewhere in the Act.

##### **City's TIF Attorneys and/or Consultants**

The City's TIF Attorneys and/or Consultants will rely on information and assumptions contained in the foregoing material to prepare financial projections relating to this project and the potential benefits of tax increment financing. They will not undertake an independent investigation to verify any of the information or material contained herein. No warranty, express or implied, as to the accuracy of the materials and information contained herein or the results projected in any presentation is made by the City's TIF Consultants or Attorneys, its officers or employers. The City's TIF Consultants and Attorneys specifically disclaim the accuracy of the formulas and calculations used to project potential TIF benefits and have no obligation to investigate or update, recalculate or revise the calculations. The material presented to the TIF Consultants and Attorneys, based on information provided herein, is subject to risks, trends, and uncertainties that could cause actual events to differ materially from those presented. Those persons providing information contained in this Application for Reimbursement of TIF Eligible Project Costs have represented to the City's TIF Consultants and Attorneys that, as of the date it was provided, the information was accurate to the best of their knowledge. Any person viewing, reviewing or utilizing the financial projections or other presentations based on the information contained in this Application should do so subject to all of the foregoing limitations and shall conduct independent investigation to verify assumptions and calculations presented by the City's TIF Consultants and Attorneys. By acceptance and use of any presentation created from the information contained herein, the user accepts all of the foregoing limitations and releases the City's TIF Consultants and Attorneys from any liability in connection therewith.

##### **Private Developer**

The Private Developer hereby asserts that this redevelopment project would not be completed without the use of tax increment financing.

The undersigned further certifies and warrants that to the best of his/her knowledge the information contained in the Application for Reimbursement of Private TIF Eligible Redevelopment Project Costs is true, correct and complete.

    
Private Developer Title Date

Office Use Only:

Date received: \_\_\_\_\_ By \_\_\_\_\_