



**AGENDA FOR
CITY COUNCIL MEETING**

Council Chambers

401 E Third Street

Kewanee, Illinois 61443

Closed Meeting starting at 6:00 p.m.

Open Meeting starting at 7:00 p.m.

Monday, September 24, 2018

Posted by 5:00 p.m., September 19, 2018

1. Call to Order
2. Closed meeting pursuant to Section 2 (c) (1) of the Open Meetings Act to discuss personnel and Section 2(c)(2) to discuss collective bargaining.
3. Pledge of Allegiance
4. Consent Agenda
 - a. Approval of Minutes
 - b. Payroll
 - c. Staff Reports
5. Presentation of Bills and Claims
6. Citizen Participation
7. Business:
 - a. **Discussion of a** proposed ordinance authorizing a cable television franchise agreement by and between the City of Kewanee and Comcast of Illinois/Indiana/Ohio LLC
 - b. **Discussion of a** proposed Intergovernmental Agreement with Kewanee Community Unit School District 229 for waiver of sewer charges for water used solely for the irrigation of an athletic field.
8. Council Communications:
9. Announcements:
10. Adjournment



MEMORANDUM

Date: September 19, 2018
From: Gary Bradley, City Manager
To: Mayor & Council
RE: Council Meeting of **Monday, September 24, 2018**

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

1. **Enterprise Zone**— The vote to ratify the zone was approved as expected. Letters of confirmation are expected around the 30th of the month. With the approval of the Enterprise Zone, we will be putting together some educational information for our partner communities so that they understand what the program will and will not provide.
2. **Enterprise Zone Expansion**— We are continuing the discussions with a utility provider about expansion of the zone boundaries to include another phase of wind farm and are also looking to expand the zone in the Orion area to accommodate a request they made but for which there wasn't adequate time to consider when the application was considered (due to the accelerated schedule that was required in order to complete the application).
3. **Economic Development**— In addition to meeting with Mike Massie regarding the expansion of the Enterprise Zone, we also discussed the Workforce Innovation Board (WIB) regarding integrating their efforts with ours, and also discussed potential options for the expansion of programs provided by the Life Skills Reentry Center. I've also reached out to Director Baldwin of the Illinois Department of Corrections to set up some discussions once he returns from a trip to Africa.
4. **Incentive Programs**— Staff included a program overview and year-to-date expenditures is included in your last packet for both the Targeted Minor Home Repair program and the Downtown Façade Improvement Program. There have not been any additional expenditures at this time. We do have a couple of applications pending/under review. In addition, the Community Development Department has issued notices for building maintenance as it relates to the 2012 Property Maintenance Code for protective treatment. Staff will work with the residents in the area to find the financial assistance, if needed, to bring the properties into compliance. This assistance may come through the Targeted Minor Home Repair Program, Project NOW, USDA or other sources. This is a new process which has not been addressed in the past.
5. **N. Tremont Property**— The appeal time has elapsed for the property on N. Tremont previously discussed at a Council Meeting. Staff has planned to complete the abatement of the nuisance conditions on Friday, September 21, weather permitting.

6. **Tenney Street Sewer**— As reported previously, the lining of the sewer main on Tenney was completed. There was a delay due to incomplete or incorrect documentation of as built sewers. The laterals that remain to be lined, and two plugs that need to be installed due to the inaccurate information will be completed the first week of October.
7. **Bell Structure**— After review of the information, Justin advised that the Zoning Board of Appeals should review the request for the structure. The ZBOA will meet on October 3rd to hear the request. Their recommendation will be presented to the Council at the meeting on October 9.
8. **County-wide Economic Development Position**— I participated in the round of interviews held on September 11th. The interview committee has made a recommendation of two candidates to the County Board's Executive Committee for their consideration. Their interviews will be tonight. If they select a candidate for recommendation to the County Board, I will keep you up to date as the process moves forward,
9. **Audit**— There was a unexpected turn with the audit as it relates to the inclusion of the audit of the Fire Pension Fund. The actuary hired by the City to conduct an independent actuarial assessment of the pension contributions was publicly censured by his accrediting organization a few weeks after providing his recommendation to the City. We've used the same actuary for a number of years, but will be opening up that service up through an RFQ process to identify a new provider. Additionally, some numbers provided to the actuary from the Department of Insurance reports were year-to-date rather than annualized, and thus resulted in lower contributions by the City than they otherwise would have been. The auditors have suggested that because the Pension Funds are calculated on an accrual basis and the City's other accounts are operated on a cash basis, we should consider having the funds segregated out of the audit to provide clarity, but doing such would result in adverse opinion for our Aggregate Discretely Presented Component Units (because it doesn't account for all of our funds), while our Governmental, Business, other Governmental Funds would receive Unmodified (clean) opinions.
10. **City-wide Cleanup** — The next city-wide clean-up will be on October 27th at the former site of the hospital. As always, we are looking for help from volunteers. Once again, we will be working with Moore Tires on the collection of tires, with no cost to the residents who bring in the first 300 times (limit 8 per household).
11. **Rebuilding Together** –Volunteers are still needed for the work day on September 22nd at the following locations:
 - 1608 E 7th Street, 20 volunteers needed for mostly outdoor work, like yard cleanup.
 - 216 N Vine Street-10 volunteers needed primarily for painting, fire safety, minor repairs and modifications
 - 415 S Adams Street- 5 volunteers needed primarily for painting/staining of porch and minor modifications

COUNCIL MEETING 18-17 SEPTEMBER 10, 2018

The City Council met in Council Chambers at 6:00 PM with the Mayor calling the meeting to order and the following answering to roll call:

Andy Koehler	Council Member
Steve Faber	Council Member
Chris Colomer	Council Member
Michael Yaklich	Council Member
Steve Looney	Mayor

Council Member Faber made a motion to adjourn to executive session pursuant to Section 2 (c) (1) of the Open Meetings Act to discuss personnel. Council Member Colomer seconded the motion. Roll call showed 5 ayes, no nays. The motion passed.

The executive session was adjourned at 6:23 PM on a motion made by Council Member Yaklich and seconded by Council Member Colomer. Roll call showed 5 ayes, no nays. The motion passed.

Mayor Looney called the regular Council Meeting to order at 7 PM, stating that the Council was reconvening following a closed session pursuant to Section 2(c)(1) of the Open Meetings Act to discuss personnel.

News media present was as follows:

Mike Helenthal	Star Courier
Shawn Kernan	WKEI

The Pledge of Allegiance was said.

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

Mayor Looney explained that the next items were placed on the consent agenda and were considered to be routine in nature to be passed as a whole with one vote of the Council. Mayor Looney requested that any member of the Council or the audience wishing to have an item removed from the consent agenda for individual consideration to make the request and the item would be removed and considered following the approval of the remaining consent items. The consent agenda included minutes from the August 27, 2018 Council Meeting, payroll for the pay period ending September 1, 2018 in the amount of \$216,880.81, reports from Community Development, Water Loss, Building & Zoning and Incentive Programs, a request from Kewanee School District #229 to use city streets for their annual Homecoming Parade on October 5, 2018 beginning at 2:15 pm and placement of barricades on Third Street the evening of October 4th during the annual homecoming bonfire. The consent agenda items were approved on a motion made by Council Member Colomer and seconded by Council Member Koehler. Roll call showed 5 ayes, no nays. The motion passed.

Bills submitted for approval totaling \$79,511.79 were approved on a motion made by Council Member Colomer and seconded by Council Member Yaklich. Council Member Faber requested that the Pest Doctor add the Animal Control Facility to their rotation. Council Member Koehler questioned the Sensus Analytical Fees payment. City Manager Bradley reported that the payment was for the annual maintenance of software split between water and sewer departments. Council Member Yaklich questioned the status of the audit. City Manager Bradley noted that the auditors would be presenting to the Council in October. Council Member Colomer asked about the payment to DeReu Construction for a Targeted Minor Home Repair. City Clerk Edwards noted that some of the payment for that project was paid directly to Menards for supplies. Roll call showed 5 ayes, no nays. The motion passed.

CITIZEN PARTICIPATION

Mayor Looney then asked if anyone wished to speak regarding a non-agenda item. There being no such requests Mayor Looney moved on to new business.

NEW BUSINESS

Ordinance #3941 providing for a STOP Sign on First Street at its intersection with Park Street was approved on a motion made by Council Member Colomer and seconded by Council Member Faber. Council Members noted their approval of the STOP sign for the safety of the school children. Mayor Looney noted that a tree would need to be trimmed. Council Member Colomer requested that a school crossing sign also be placed in the area. City Manager Bradley noted the request and would have City Engineer Nobel determine the appropriateness as per the guidelines for the uniform placement of signs. Roll call showed 5 ayes, no nays. The motion passed.

OTHER BUSINESS

Council Member Koehler noted his attendance at the annual Stearman FlyIn the previous week.

Council Member Yaklich noted a structure being built in the parking strip near at Visitation School. City Manager Bradley noted that when he was asked about the structure he did not realize the size of the structure and considered the improvement to be like landscaping, a small aesthetic improvement. He did not see the issue with the improvement, as the school was removing an item from the right of way and replacing it with an alternate item. He had consulted the City Engineer and the structure would not be in the site triangle. He further noted that restricted religious institutions had the potential of violating the First and Fourteenth Amendments. The Church wanted to make the improvement in a short time. With any religious institution, restriction needs to be based on a compelling governmental reason. Council Member Yaklich noted that other religious institutions, Faith Lutheran with geothermal water use and First Christian with a new parking lot, were required to follow city zoning guidelines. Council Member Yaklich further stated that no City Manager has the authority to approve such a use. Council Member Yaklich suggested that the church remove the structure until the Zoning Board had the opportunity to hear the request. Council Members Faber and Colomer did not want the church to remove the structure. City Attorney Raver did note that churches do have special

protections. City Manager Bradley would request that the church cease their building activities and complete the appropriate paperwork for the ZBOA.

Council Member Faber noted the success of Hog Days; suggesting he would like to hear the outcome of the move of the flea market.

Council Member Colomer thanked all the volunteers. The City looked great.

Mayor Looney thanked the Hog Festival Committee and City staff for their parts in preparing and cleaning up for Hog Days.

ANNOUNCEMENTS

City Clerk Edwards announced that effective Wednesday, September 12, the City was planning a street closure in the 700 block of East Prospect Street to through traffic from Ridyard to South East Street for the removal of City trees on the block. Work was scheduled to begin Wednesday morning and continue through Thursday, weather permitting. Residents were asked to avoid the area if possible and to take caution if driving near the work zone area. The transfer station would be open on Saturday, September 22 and October 13 from 8 am until noon. Burning of dried landscape waste would continue, weather permitting, on Wednesdays and Saturdays through November. To confirm burn day designation, residents could check the city website or call city hall and choose option 6. The TIF Joint Review Board would meet on Thursday, September 13 at 11:00 am.

There being no further business, Council Member Colomer moved to adjourn the meeting and Council Member Faber seconded the motion. Roll call showed 5 ayes, no nays. The meeting adjourned at 7:35 PM.

MELINDA EDWARDS, CITY CLERK

DATE APPROVED

BOCK INC.
MONTHLY REPORT FOR
AUGUST, 2018

SUBMITTED BY: *Stan Burbank*

IEPA SUMMARY

No communications with the IEPA for the month of August.

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 10 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 43 months.

OPERATIONS SUMMARY

Flow for the month averaged 1.980 MGD with the rainfall totaling 4.16 inches.

Total KWH used for the month was 148,800.

We experienced 4 values of the outfall 001 Effluent that was outside the permit limit for chloride concentration.

Sludge applied to the field totaled 348,000 gallons for the month.

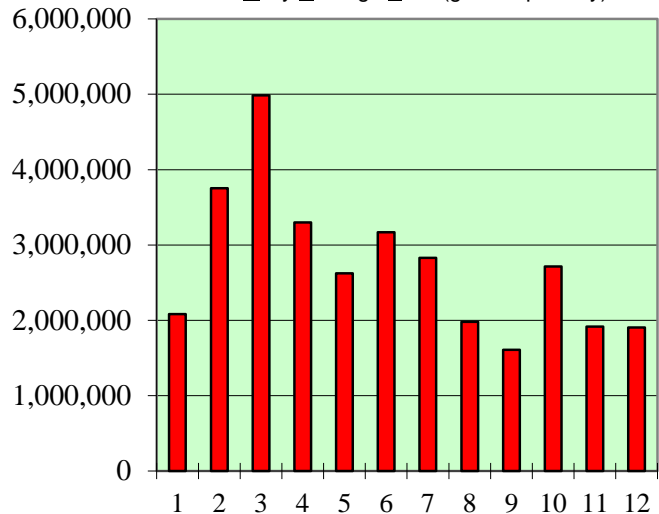
Kewanee, Illinois
Wastewater Treatment Plant
Twelve Month Moving Average Report
Submitted by
Bock Inc.

	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 2018	2,083,840	152,400	0.75
2	February 2018	3,752,853	152,400	4.37
3	March 2018	4,984,868	158,400	2.38
4	April 2018	3,297,617	132,000	0.98
5	May 2018	2,621,941	151,200	3.70
6	June 2018	3,167,547	163,200	5.82
7	July 2018	2,829,240	157,200	3.59
8	August 2018	1,980,407	148,800	4.16
9	September 2017	1,607,041	146,400	1.18
10	October 2017	2,713,841	158,400	6.99
11	November 2017	1,917,567	159,600	1.31
12	December 2017	1,906,254	142,800	0.84
Total		32,863,016	1,822,800	36.07
Average		2,738,585	151,900	3.01

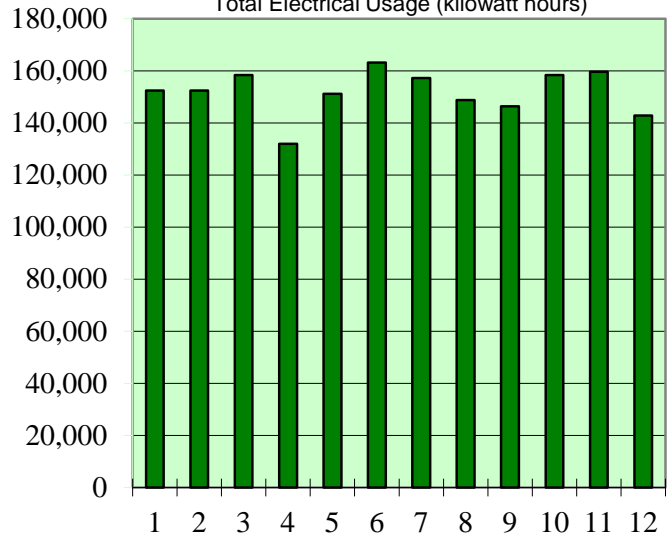
The Plant Design Average Flow is
2,000,000 Gallons per Day.

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

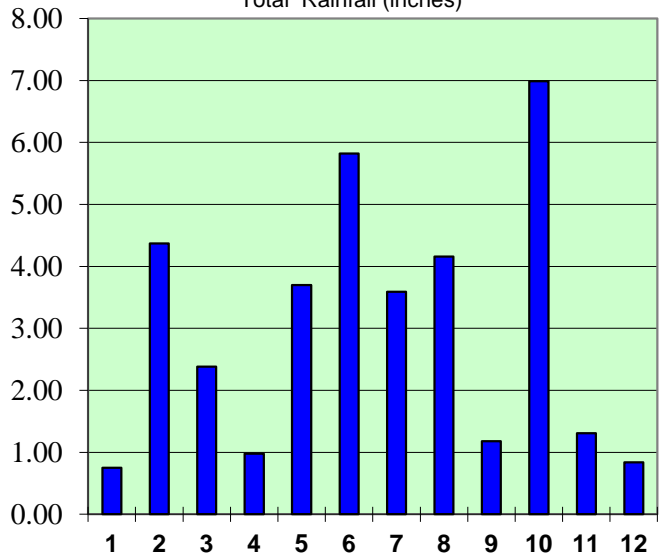
Influent - Daily Average Flow (gallons per day)



Total Electrical Usage (kilowatt hours)



Total Rainfall (inches)



DMR Copy of Record

[illegible]

50060	Chlorine, total residual	1 - Effluent Gross	0	--	Permit Req.											<=	.05 DAILY MX	19 - mg/L		CL/OC - Chlorination/Occurances	GR - GRAB	
					Value NODI													9 - Conditional Monitoring - Not Required This Period				
74055	Coliform, fecal general	1 - Effluent Gross	0	--	Sample											=	1385	13 - #/100mL	0	01/30 - Monthly	GR - GRAB	
					Permit Req.													Req Mon DAILY MX		13 - #/100mL	01/30 - Monthly	GR - GRAB
					Value NODI																	
80082	BOD, carbonaceous [5 day, 20 C]	1 - Effluent Gross	0	--	Sample	=	21.4	=	27.2	26 - lb/d			=	1.55	=	1.97	19 - mg/L	0	01/07 - Weekly	CP - COMPOS		
					Permit Req.	<=	417 MO AVG	<=	834 DAILY MX	26 - lb/d			<=	10 MO AVG	<=	20 DAILY MX	19 - mg/L		01/07 - Weekly	CP - COMPOS		
					Value NODI																	

Submission Note

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

Edit Check Errors

Parameter		Monitoring Location	Field	Type	Description	Acknowledge
Code	Name					
00940	Chloride [as Cl]	1 - Effluent Gross	Quality or Concentration Sample Value 3	Soft	The provided sample value is outside the permit limit. (Error Code: 1)	Yes

Comments

Chlorination did not occur this monitoring period.

Attachments

No attachments.

Report Last Saved By

KEWANEE, CITY OF

User:	bockinc1992
Name:	Stanley Bockewitz
E-Mail:	stanb@bockinc.net
Date/Time:	2018-09-14 13:24 (Time Zone: -05:00)

Report Last Signed By

User:	bockinc1992
Name:	Stanley Bockewitz
E-Mail:	stanb@bockinc.net
Date/Time:	2018-09-14 13:30 (Time Zone: -05:00)

DMR Copy of Record

Permit

Permit #:

IL0029343

Major:

Yes

Permittee:

KEWANEE, CITY OF

Permittee Address:

401 EAST THIRD STREET
KEWANEE, IL 61443

Facility:

KEWANEE STP

Facility Location:

194 FISHER AVENUE
KEWANEE, IL 61443

Permitted Feature:

INF
Internal Outfall

Discharge:

INF-L
INFLUENT MONITORING

Report Dates & Status

Monitoring Period:

From 08/01/18 to 08/31/18

DMR Due Date:

09/25/18

Status:

NetDMR Validated

Considerations for Form Completion

Principal Executive Officer

First Name:

Stanley

Last Name:

Bockewitz

Title:

Operator-in-Charge

Telephone:

309-852-2789

No Data Indicator (NODI)

Form NODI:

--

Parameter		Monitoring Location	Season #	Param. NODI		Quantity or Loading					Quality or Concentration						# of Ex.	Frequency of Analysis	Sample Type	
Code	Name					Qualifier 1	Value 1	Qualifier 2	Value 2	Units	Qualifier 1	Value 1	Qualifier 2	Value 2	Qualifier 3	Value 3	Units			
00310	BOD, 5-day, 20 deg. C	G - Raw Sewage Influent	0	--	Sample							=	62.7			19 - mg/L		01/07 - Weekly	CP - COMPOS	
					Permit Req.									Req Mon MO AVG			19 - mg/L	0	01/07 - Weekly	CP - COMPOS
					Value NODI															
00530	Solids, total suspended	G - Raw Sewage Influent	0	--	Sample							=	194			19 - mg/L		01/07 - Weekly	CP - COMPOS	
					Permit Req.									Req Mon MO AVG			19 - mg/L	0	01/07 - Weekly	CP - COMPOS
					Value NODI															
50050	Flow, in conduit or thru treatment plant	G - Raw Sewage Influent	0	--	Sample	=	1.980407	=	6.502093	03 - MGD									99/99 - Continuous	
					Permit Req.		Req Mon MO AVG		Req Mon DAILY MX	03 - MGD								0	99/99 - Continuous	
					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

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:

2018-09-14 13:27 (Time Zone: -05:00)

Report Last Signed By

User:

bockinc1992

Name:

Stanley Bockewitz

E-Mail:

stanb@bockinc.net

Date/Time:

2018-09-14 13:31 (Time Zone: -05:00)

DMR Copy of Record

Permit

Permit #:

IL0029343

Major:

Yes

Permittee:

KEWANEE, CITY OF

Permittee Address:

401 EAST THIRD STREET
KEWANEE, IL 61443

Facility:

KEWANEE STP

Facility Location:

194 FISHER AVENUE
KEWANEE, IL 61443

Permitted Feature:

003
External Outfall

Discharge:

003-0
EMERGENCY HIGH LEVEL OVERFLOW

Report Dates & Status

Monitoring Period:

From 08/01/18 to 08/31/18

DMR Due Date:

09/25/18

Status:

NetDMR Validated

Considerations for Form Completion

Principal Executive Officer

First Name:

Stanley

Last Name:

Bockewitz

Title:

Operator-in-Charge

Telephone:

309-852-2789

No Data Indicator (NODI)

Form NODI:

--

Submission Note

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

Edit Check Errors

No errors.

Comments

Attachments

No attachments.

Report Last Saved By

KEWANEE, CITY OF

User:

bockinc1992

Name:

Stanley Bockewitz

E-Mail:

stanb@bockinc.net

Date/Time:

2018-09-14 13:09 (Time Zone: -05:00)

Report Last Signed By

User:

bockinc1992

Name:

Stanley Bockewitz

E-Mail:

stanb@bockinc.net

Date/Time:

2018-09-14 13:29 (Time Zone: -05:00)

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 FISHER AVENUE
KEWANEE, IL 61443

Permitted Feature:

004
External Outfall

Discharge:

004-0
EXCESS FLOW LAGOON OUTFALL- EAST LAGOON

Report Dates & Status

Monitoring Period:

From 08/01/18 to 08/31/18

DMR Due Date:

09/25/18

Status:

NetDMR Validated

Considerations for Form Completion

NUMBER OF DAYS OF DISCHARGE:

Principal Executive Officer

First Name:
Last Name:

Stanley
Bockewitz

Title:

Operator-in-Charge

Telephone:

309-852-2789

No Data Indicator (NODI)

Form NODI: --

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

Submission Note

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

Edit Check Errors

No errors.

Comments

Attachments

No attachments.

Report Last Saved By

KEWANEE, CITY OF

User:

bockinc1992

Name:

Stanley Bockewitz

E-Mail:

stanb@bockinc.net

Date/Time:

2018-09-14 13:10 (Time Zone: -05:00)

Report Last Signed By



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 FISHER AVENUE
KEWANEE, IL 61443

Permitted Feature:

005
External Outfall

Discharge:

005-0
EXCESS FLOW LAGOON OUTFALL-WEST LAGOON

Report Dates & Status

Monitoring Period:
From 08/01/18 to 08/31/18

DMR Due Date:
09/25/18

Status:
NetDMR Validated

Considerations for Form Completion

NUMBER OF DAYS OF DISCHARGE:

Principal Executive Officer

First Name:
Last Name:

Stanley
Bockewitz

Title:

Operator-in-Charge

Telephone:

309-852-2789

No Data Indicator (NODI)

Form NODI: --

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

Submission Note

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

Edit Check Errors

No errors.

Comments

Attachments

No attachments.

Report Last Saved By

KEWANEE, CITY OF

User:

bockinc1992

Name:

Stanley Bockewitz

E-Mail:

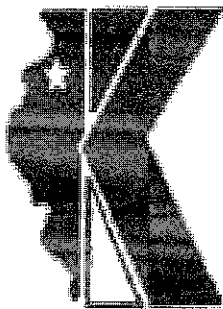
stanb@bockinc.net

Date/Time:

2018-09-14 13:11 (Time Zone: -05:00)

Report Last Signed By





Kewanee PD

Monthly UCR Code Report August 2018

Printed: 17-Sep-2018 10:19

<u>Code</u>	<u>Description</u>	<u>Total</u>
		4975
0260	CRIMINAL SEXUAL ASSAULT:SEXUAL ASSAULT	1
0410	BATTERY:AGGRAVATED	1
0460	BATTERY:SIMPLE	9
0486	BATTERY:DOMESTIC BATTERY	4
0488	BATTERY:AGGRAVATED DOMESTIC BATTERY	1
0510	ASSAULT:AGGRAVATED	2
0560	ASSAULT:SIMPLE	1
0610	BURGLARY:FORCIBLE ENTRY	6
0625	BURGLARY:RESIDENTIAL (FORCIBLE ENTRY)	1
0630	BURGLARY:ATTEMPTS-FORCIBLE ENTRY	2
0710	THEFT FROM MOTOR VEHICLE	4
0760	BURGLARY:FROM MOTOR VEHICLE	1
0810	THEFT:OVER \$300	1
0815	THEFT UNDER \$500	10
0820	THEFT:UNDER \$300	14
0825	THEFT OVER \$500	5
0850	THEFT:ATTEMPTS	1
0860	THEFT:RETAIL THEFT	13
0910	MOTOR VEHICLE THEFTS:AUTOS AND PARTS	4
10025	POSSESSION OF CANNABIS	2
1110	DECEPTION:DECEPTIVE PRACTICES	4
1120	DECEPTION:FORGERY	1
1130	DECEPTION:FRAUD	1
1137	DECEPTION:IDENTITY THEFT	1
1150	DECEPTION:CREDIT CARDS	1
1210	DECEPTION:THEFT OF LABOR SERVICE OR USE OF PROPER	1
1310	CRIMINAL DAMAGE TO PROPERTY	16
1320	CRIMINAL DAMAGE TO VEHICLE	3
1330	CRIMINAL TRESPASS TO LAND	3

<u>Code</u>	<u>Description</u>	<u>Total</u>
1350	CRIMINAL TRESPASS TO STATE SUPPORTED LAND	8
1360	CRIMINAL TRESPASS TO VEHICLE	1
1365	CRIMINAL TRESPASS TO RESIDENCE	3
141C	UUW - OTHER DANGEROUS WEAPON	1
1560	SEX OFFENSES:CHILD PHOTOGRAPHY BY SEX OFFENDER	1
1563	SEX OFFENSES:CRIMINAL SEXUAL ABUSE	1
1720	CONTRIBUTING TO DELIQ. OF A MINOR	1
1730	CURFEW VIOLATION	6
1740	RUN-AWAYS (JUVENILES)	2
1750	CHILD ABUSE	3
1755	CHILD ABANDONMENT	1
1780	NEGLECT OF CHILD	4
1811	CANNABIS CONTROL ACT:POSS 30 GRAMS OR LESS	4
1812	CANNABIS CONTROL ACT:POSS OVER 30 GRAMS	1
1814	POSSESSION OF CANNABIS 10 GRAMS OR LESS	1
1822	CANNABIS CONTROL ACT:DLVRY CANNABIS OVER 30 GRAMS	1
2020	CONTROLLED SUB.ACT:POSSESSION OF CONTROLLED SUB.	2
2170	DRUG PARAPHERNALIA ACT:POSSESS DRUG EQUIPMENT	4
2171	POSSESSION OF DRUG PARAPHERNALIA	1
2230	LIQUOR CONTROL ACT VIOL:ILLEGAL CONSUMP. BY MINOR	2
2410	DRIVING UNDER INFLUENCE OF ALCOHOL	3
2440	RECKLESS DRIVING	1
2445	ACCIDENT - HIT AND RUN	2
2455	NO REGISTRATION	4
2461	OPERATE UNINSURED MOTOR VEHICLE	8
2462	OPERATE W/SUSPENDED REG-NO INSURANCE	1
2465	IMPROPER USE OF REGISTRATION	1
2470	NO DRIVERS LICENSE	2
2480	SUSPEND/REVOKED DRIVERS LICENSE	12
2485	DRIVER AND PASSENGER SAFETY BELTS	5
2820	DISORDERLY CONDUCT:TELEPHONE THREAT	1
2825	DISORDERLY CONDUCT:HARASSMENT BY TELEPHONE	6
2890	DISORDERLY CONDUCT:OTHER(NOT DRUNKENNESS)	8
2895	DISORDERLY CONDUCT:INTERFERENCE WITH EMERG EQUIP	1
3000	DISORDERLY CONDUCT:FIREWORKS	6
3710	INTERFER W/PUB.OFFIC:RESIST/OBSTRUCT/DISARM OFFICR	2
4387	VIOLATION OF ORDER OF PROTECTION	3
4570	VIOL CHILD MURDER AND VIOLENT YOUTH OFF REG ACT	1
4870	DOMESTIC VIOLENCE	1
5000	OTHER CRIMINAL OFFENSES	1
5081	IN-STATE WARRANT	19

<u>Code</u>	<u>Description</u>	<u>Total</u>
6000	ABANDONED VEHICLE	6
6010	ABANDONED VEHICLE TOWED	1
6019	ACCIDENT - TICKET ISSUED	7
6020	ACCIDENT - TRAFFIC - DAMAGE ONLY	22
6021	ACCIDENT - HIT AND RUN - DAMAGE	3
6039	ACCIDENT - TRAFFIC - PD ONLY	1
6040	ACCIDENT - TRAFFIC - INJURY	1
6041	ACCIDENT - TRAFFIC - INJ UNK	3
6043	ACCIDENT - HIT AND RUN - INJ UNK	1 45
6060	ALARM - BUSINESS	17
6065	ALARM - RESIDENCE	3
6070	ALARM - HOLDUP OR PANIC	2
6075	ALARM - VEHICLE - AUDIBLE	1
6100	AMBULANCE - EMERGENCY	11
6120	ANIMAL - BARKING DOG	6
6130	ANIMAL - CITATION	1
6150	ANIMAL - DOG AT LARGE	48 124
6151	ANIMAL - OTHER AT LARGE	4
6160	ANIMAL - DOG BITE	3
6170	ANIMAL - TAKEN TO IMPOUND	18
6171	ANIMAL - RELEASE/REDEMPTION RECEIPT	4
6180	ANIMAL - LOST/FOUND	27
6190	ANIMAL - NEGLECT/ABUSE	10
6200	ANIMAL - OTHER ANIMAL BITE	1
6210	ANIMAL - OTHER COMPLAINT	5
6220	ANIMAL - SICK/INJURED	3
6280	ASSIST - BUSINESS	11
6290	ASSIST - CITIZEN	42
6300	ASSIST - COURT SECURITY	7
6320	ASSIST - HCSO	24
6330	ASSIST - KEWANEE PD	1
6340	ASSIST - OTHER AGENCIES	5
6350	ASSIST - OTHER PUBLIC WORKS DEPT	3
6360	ASSIST - OTHER LAW ENFORCEMENT AGENCIES	7
6370	ASSIST - SCHOOLS	4
6380	ASSIST - STATE POLICE	1
6390	ASSIST - TRANSIENT	2
6400	ATTEMPTED SUICIDE	1
6410	ATV/MINI BIKE COMPLAINT	5
6430	BICYCLE - REGISTRATION	1 323

<u>Code</u>	<u>Description</u>	<u>Total</u>
6431	BICYCLE - FOUND BICYCLE	6
6490	CHECK BUSINESS	87
6500	CHECK OPEN DOOR	4
6501	CHECK OPEN WINDOW	1
6520	CHECK WELFARE	55
6530	CHILDREN PLAYING IN STREET	1
6540	CITY ORDINANCE VIOLATION - OTHER	4
6555	CIVIL STAND BY	16
6560	CIVIL COMPLAINT - OTHER	28
6561	CIVIL COMPLAINT - CUSTODY VIOLATIONS	8
6571	DAMAGE TO PROPERTY - NON CRIMINAL	3
6580	COURT / ON DUTY	3
6670	DISPERSE GROUP	1
6690	DISTURBANCE - DOMESTIC	39
6700	DISTURBANCE - FIGHTS-RIOTS-BRAWLS	13
6705	DISTURBANCE - NEIGHBORHOOD TROUBLE	3
6710	DISTURBANCE - JUVENILE	1
6715	DISTURBANCE - OTHER	9
6720	ESCORT BANK	19
6730	ESCORT OTHER	8
6750	EVIDENCE TECH	5
6770	EXTRA PATROL	8
6790	FINGERPRINTING	34
6800	FIRE CALLS - OTHER	2
6803	FIRE CALLS - STRUCTURE	1
6806	FIRE CALLS - CARBON MONOXIDE	1
6810	FOLLOW - UP	77
6821	HARASSMENT	29
6850	HITCHHIKER	1
6865	HOUSING AUTHORITY GUEST PASS	12
6880	ILLEGAL BURNING	15
6890	ILLEGAL DUMPING	2
6910	INTOXICATED PERSON	1
6940	JUVENILES - OTHER PROBLEMS	18
6950	K-9 DETAIL	1
6980	LITTERING	1
7000	LOST/FOUND ARTICLES	9
7002	LOST DRIVERS LICENSE OR VEHICLE PLATE	1
7010	LOUD NOISE	25
7030	MEETING	2
7040	MENTAL PATIENT	19

573

<u>Code</u>	<u>Description</u>	<u>Total</u>
7050	MENTAL PATIENT - ATTEMPTED SUICIDE /THREAT	2
7080	MISCHIEVOUS CONDUCT	2
7090	MISSING PERSON - ADULT	2
7100	MISSING PERSON - JUVENILE OTHER	5
7110	MOTORIST ASSIST - OTHER	10
7120	OBSTRUCTION OF PUBLIC RIGHT OF WAY	4
7140	OFFICIAL NOTICES - VEHICLES	2
7175	OTHER PUBLIC COMPLAINTS	31
7190	PAPER SERVICE - ATTEMPT	2
7200	PAPER SERVICE - CIVIL	1
7210	PAPER SERVICE - EVICTION	1
7230	PAPER SERVICE - OTHER	3
7250	PARKING COMPLAINT	15
7260	PARKING TICKET	1
7280	PATROL - FOOT	1
7290	PICKUP - DELIVERY	1
7300	LIQUOR - OPEN ALCOHOL IN PUBLIC	1
7310	PRISONER TRANSPORT	5
7336	RAILROAD - TRESPASSING	2
7350	REMOVE UNWANTED SUBJECT	18
7360	REPOSSESSION	2
7375	SCAMS - ACTUAL	4
7376	SCAMS - ATTEMPTED	9
7383	SCHOOL - WALK THROUGH	2
7384	SCHOOL - AREA CHECK	1
7400	SEX OFFENDER - REGISTRATION	35
7402	SEX OFFENDER - ADDRESS VERIFICATION	1
7410	SKATEBOARDERS- ROLLERBLADES	1
7450	SPECIAL ASSIGNMENT	2
7470	SUSPICIOUS ACTIVITY	31
7480	SUSPICIOUS AUTO	29
7490	SUSPICIOUS NOISE	3
7500	SUSPICIOUS PERSON	40
7560	TRAFFIC COMPLAINT	34
7570	TRAFFIC CONTROL	3
7590	TRAFFIC STOP	183
7600	TRAFFIC STOP - CITATION	33
7610	TRAFFIC STOP - WRITTEN WARNING	103
7650	UTILITIES COMPLAINT	2
7666	WARRANT - ATTEMPT	4

631

<u>Code</u>	<u>Description</u>	<u>Total</u>
7680	WIRE DOWN	7
7690	911 -HANG UP	61
7700	911-MISDIAL	12
7730	911- WIRELESS CALL	25
7740	911- TEST CALL	5
7760	911 - OPEN LINE	34
7780	911 - UNLAWFUL USE OF 9-1-1	15
7800	DELIVER MESSAGE	5
7810	PROBATION - HOME VISIT	1
8000	STATION INFO - INFO NOT LISTED ELSEWHERE	72
8010	SEARCH WARRANT	1
8013	ORDINANCE DISORDERLY CONDUCT	1
9300	SUICIDE	1

240
+ 2017
YTD - 14226



Kewanee PD

Calls For Service by Time and Day

August 2018

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
0000 - 0059 Hrs	3	4	7	7	8	13	7	49
0100 - 0159 Hrs	9	5	8	12	10	9	16	69
0200 - 0259 Hrs	5	4	4	6	10	6	5	40
0300 - 0359 Hrs	3	5	1	5	9	10	3	36
0400 - 0459 Hrs	4	2	4	4	8	4	10	36
0500 - 0559 Hrs	8	1	4	7	5	7	5	37
0600 - 0659 Hrs	4	6	10	8	8	4	5	45
0700 - 0759 Hrs	1	2	5	7	4	10	4	33
0800 - 0859 Hrs	10	5	8	10	14	13	5	65
0900 - 0959 Hrs	4	12	18	14	24	15	10	97
1000 - 1059 Hrs	12	8	5	14	10	17	17	83
1100 - 1159 Hrs	8	17	16	14	24	10	12	101
1200 - 1259 Hrs	10	9	7	11	17	18	10	82
1300 - 1359 Hrs	5	10	11	21	18	16	7	88
1400 - 1459 Hrs	8	14	11	21	6	18	4	82
1500 - 1559 Hrs	5	12	14	11	9	16	5	72
1600 - 1659 Hrs	9	7	10	18	15	13	6	78
1700 - 1759 Hrs	8	18	13	9	16	27	11	102
1800 - 1859 Hrs	15	19	14	17	22	18	7	112
1900 - 1959 Hrs	12	8	17	10	21	18	10	96
2000 - 2059 Hrs	8	5	6	11	11	25	11	77
2100 - 2159 Hrs	17	8	16	21	19	19	18	118
2200 - 2259 Hrs	3	6	8	9	23	18	12	79
2300 - 2359 Hrs	4	6	7	11	8	20	15	71
Total	175	193	224	278	319	344	215	1,748

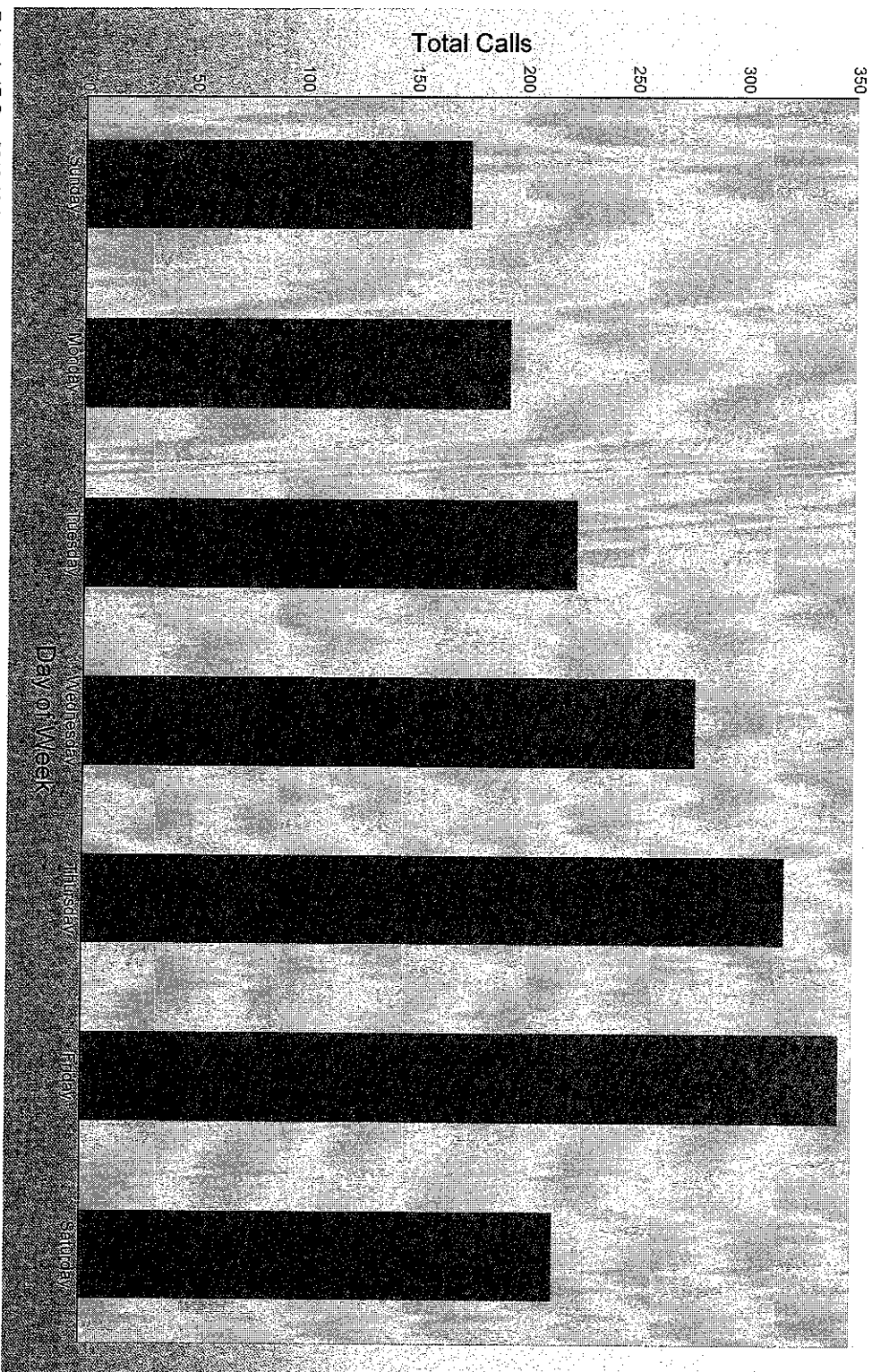
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Kewanee PD

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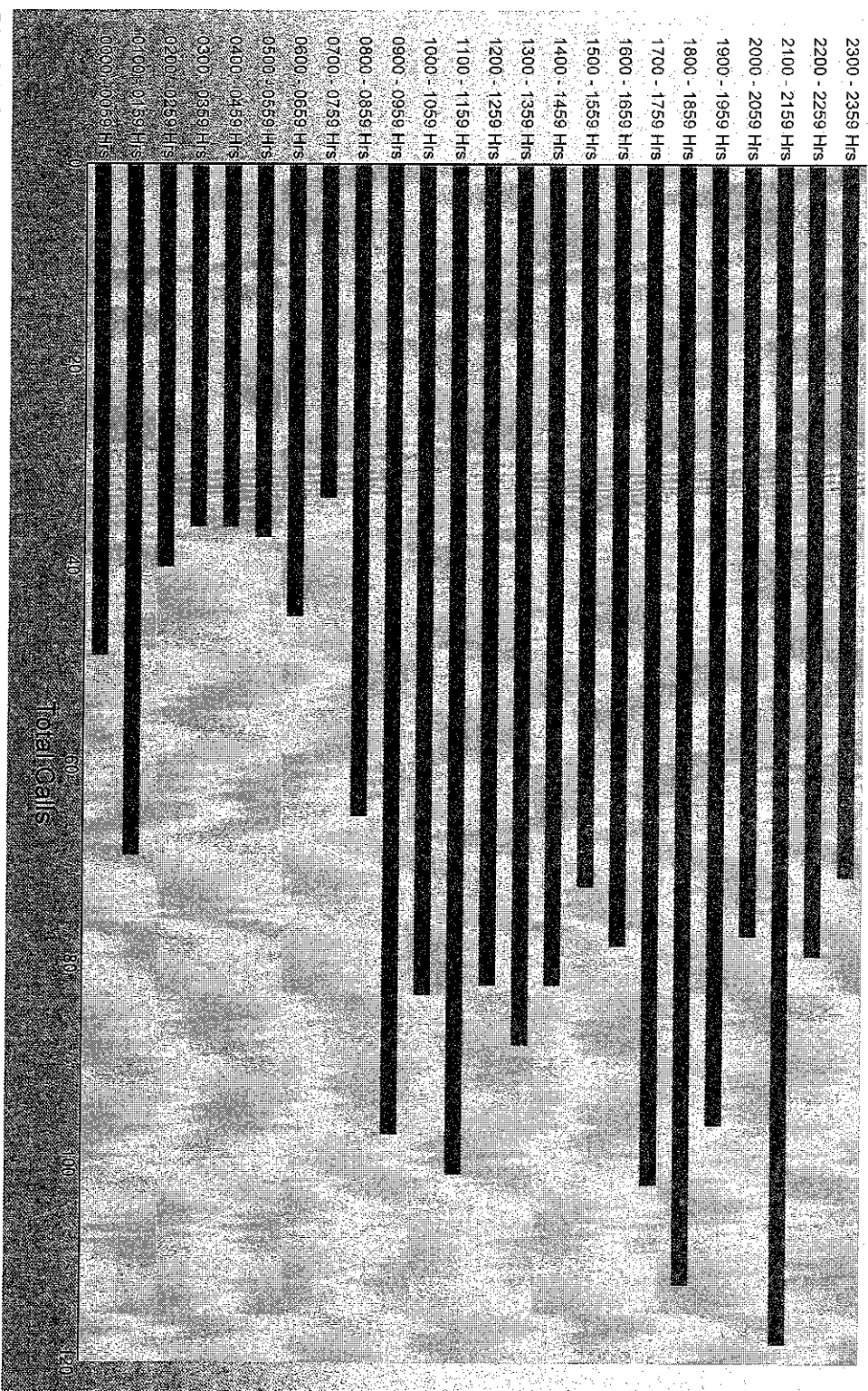
August 2018

Total Calls by Day

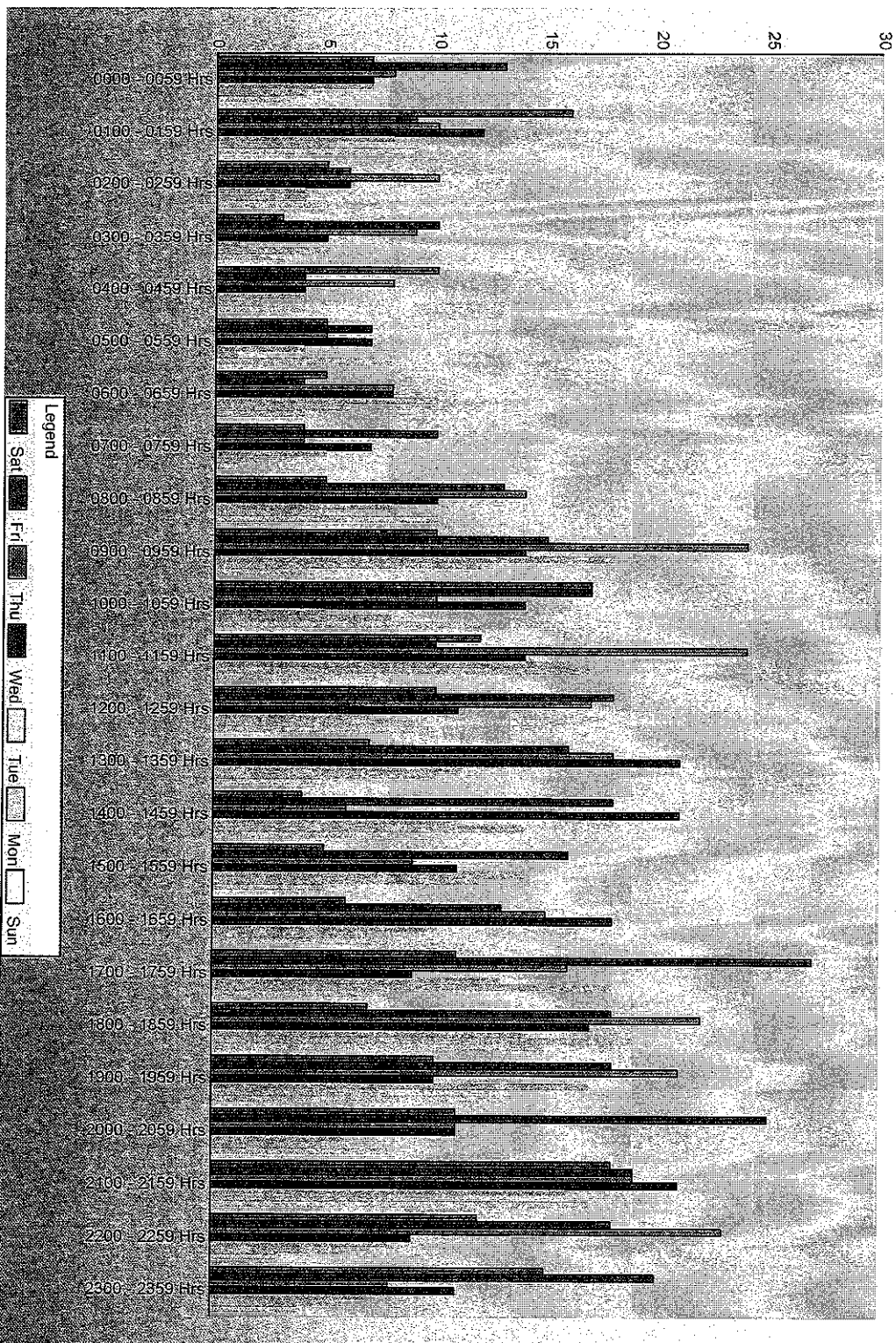


August 2018

Total Calls by Hour



August 2018 Total Calls by Hour and Day



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Kewanee PD



FINANCE & ADMINISTRATIVE SERVICES

AUGUST 2018

Water Bill Payments Processed

At counter	1077
By mail	440
By dropbox	639
At bank	<u>75</u>
Total Water Bill Payments	2231

Other Payments	269
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Total Payments Processed	2500
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Customer Contacts (non-payment)

By phone	1385
At counter	516
Work orders written	<u>305</u>
Total Customer Contacts	2206

Misc Requests/Employee Contacts

By phone or in-person	651
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PSN Payments	413
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SYS DATE:09/20/18

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 171
Thursday September 20,2018

SYS TIME:13:30
[NW1]

DATE: 09/20/18

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 1-800-RADIATOR & A/C 53144911	62-45-613	A/C PARTS	272.00	272.00
01 LEXISNEXIS RISK SOLUTIONS 138173420180831	01-21-549	CONTRACT FEE	97.50	97.50
01 ADKISON, ROB D090818	01-41-473	CLOTHING/BOOT REIMBURSEMENT	23.94	23.94
01 ADVANCED BUSINESS SYSTEMS INC INV107493	01-11-512	COPIER MAINT CONTRACT	155.47	155.47
01 AEP ENERGY D090418	01-11-571	TRAFFIC SIGNALS & SIRENS	17297.89	298.32
D090418	51-93-571	WATER PLANTS & WELLS		8681.57
D090418	52-93-571	WWTP & LIFT STATIONS		6045.73
D090418	54-54-571	FR PARK ELECTRIC		346.41
D090418	58-36-571	CEMETERY ELECTRIC		22.88
D090418	62-45-571	MUN BLDGS ELECTRIC		1902.98
01 AG VIEW FS INC 47010622	52-93-586	TRUCK LIME & SPREADING	2054.86	2054.86
01 AIRGAS MID AMERICA 9079638956	62-45-830	OXYGEN REGULATOR	453.68	116.29
9079638957	62-45-830	ACETYLENE & HOSE		159.54
9955841267	01-22-612	OXYGEN CYLINDER RENTAL		131.43
9955860690	51-93-512	PROPANE TANK RENTAL		46.42
01 AMEREN ILLINOIS D091018	01-11-571	ST LIGHTS & SIGNALS	20822.75	6403.60
D091018	01-52-571	PARKS ELECTRIC		29.90
D091018	51-93-571	WTP & WELLS ELECTRIC		7591.75
D091018	52-93-571	WWTP & LIFT STATIONS		3952.13
D091018	54-54-571	FR PARK ELECTRIC		212.86
D091018	58-36-571	CEMETERY ELECTRIC		139.23
D091018	62-45-571	MUN BLDGS ELECTRIC		2493.28
01 ANCEL, GLINK, DIAMOND, BUSH, 66008	21-11-533	LEGAL SERVICES-AFSCME	215.00	215.00
01 AUCA CHICAGO MC LOCKBOX 1591546692	62-45-471	UNIFORM RENTAL	73.70	38.94
1591554878	62-45-471	UNIFORM RENTAL		34.76
01 AUTOMOTIVE ELECTRIC OF KEWANEE 67364	62-45-513	REPAIR AMBULANCE A/C	1136.75	990.25
67388	62-45-513	RECHARGE AMB A/C		98.00
67452	62-45-612	JETTER PARTS		48.50
01 AUTO ZONE 2644225380	62-45-613	OIL FILTER	117.58	4.79
2644225392	62-45-613	OIL FILTER		4.79
2644225423	62-45-613	RETURNED FILTER		4.79
2644225586	62-45-613	MUFFLER		110.00
2644225862	62-45-613	EXHAUST CLAMP		2.79
01 B & B PRINTING			303.08	

SYS DATE:09/20/18

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 171

SYS TIME:13:30

[NW1]

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Thursday September 20,2018

PAGE 2

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
22048	01-22-553	FIRE DEPT - RUN CARDS		197.49
22068	01-22-512	FIRE-SHIPPING CHGS		15.87
22070	01-21-551	POLICE-SHIPPING CHGS		30.76
22070	01-21-159.7	SHIPPING-DRONE ACCT		44.48
22071	52-93-652	WWTP-SHIPPING CHGS		14.48
01 B & B LAWN EQUIPMENT & CYCLERY			62.29	
202393	58-36-612	IDLER PULLEY & FILTER		62.29
01 BEA OF ILLINOIS			3131.00	
2187712	51-93-512	REPLACE TRANSMITTER-NORTH		3131.00
01 BI-STATE BARRICADE RENTALS			600.00	
1675	01-41-593	HOG DAYS BARRICADES		600.00
01 BLACK, DOUG			96.96	
D090318	51-42-473	CLOTHING/BOOT REIMBURSEMENT		96.96
01 BOCK INC			54894.42	
54A	51-93-515	WTP CONTRACT PAYMENT		14676.42
54A	52-93-515	WWTP CONTRACT PAYMENT		40218.00
01 BONNELL INDUSTRIES INC			4310.00	
0181697-IN	01-41-616	VBOX LEG STAND		4310.00
01 BREEDLOVE'S SPORTING GOODS			50.00	
35249	01-21-929	POLICE DEPT PLAQUES		50.00
01 CITY OF KEWANEE - HEALTH CARE			98695.74	
HLTH-9/18	01-11-451	HEALTH INS - F&A		1674.12
HLTH-9/18	01-21-451	HEALTH INS - POLICE		37169.09
HLTH-9/18	01-22-451	HEALTH INS - FIRE		29057.81
HLTH-9/18	01-41-451	HEALTH INS - PW		6707.55
HLTH-9/18	01-52-451	HEALTH INS - PARKS		457.54
HLTH-9/18	01-65-451	HEALTH INS - COM DEV		1307.27
HLTH-9/18	51-42-451	HEALTH INS - WATER		8814.17
HLTH-9/18	52-43-451	HEALTH INS - SEWER		2583.84
HLTH-9/18	57-44-451	HEALTH INS - SANIT		6817.69
HLTH-9/18	58-36-451	HEALTH INS - CEMETERY		2407.21
HLTH-9/18	62-45-451	HEALTH INS - FLEET		1699.45
01 COLWELL, BRENT			350.00	
179536	01-65-549	ELECTRICAL INSPECTION		50.00
179537	01-65-549	ELECTRICAL INSPECTION		25.00
179538	01-65-549	ELECTRICAL INSPECTION		25.00
179539	01-65-549	ELECTRICAL INSPECTION		50.00
179540	01-65-549	ELECTRICAL INSPECTION		50.00
179541	01-65-549	ELECTRICAL INSPECTION		50.00
179542	01-65-549	ELECTRICAL INSPECTION		50.00
179543	01-65-549	ELECTRICAL INSPECTION		50.00
01 IDOIT - COMMUNICATIONS REVOLVI			316.70	
T1900596	01-21-552	LEADS LINE		316.70
01 CORE & MAIN LP			20617.38	
J381914	51-42-615	LEAD SEALS - METER WIRE		37.50
J381914	52-43-615	LEAD SEALS - METER WIRE		37.50
J397657	51-42-615	METERS & RADIOS		6365.00

SYS DATE:09/20/18

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 171
Thursday September 20,2018

SYS TIME:13:30

[NW1]

DATE: 09/20/18

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
J397657	52-43-615	METERS & RADIOS		6365.00
J397657	51-42-615	WATER PARTS-STOCK		6306.18
J397686	52-43-615	PVC SDR35 SEWER TEE		486.20
J426388	51-42-615	BACKFLOW PREV & ADPTR		363.00
J426388	01-41-511	BACKFLOW PREV-PW BLDG		300.00
J426388	51-42-511	BACKFLOW PREV-PW BLDG		119.00
J426388	52-43-511	BACKFLOW PREV-PW BLDG		119.00
J426388	57-44-511	BACKFLOW PREV-PW BLDG		119.00
01 COUNTY LINE SERVICE INC			9460.00	
18199	31-71-813	SIDEWALK IMPROVS		9460.00
01 CULLIGAN OF KEWANEE			72.12	
D090918	52-93-652	WWTP-LAB WATER		72.12
01 DOOLEY BROS PLUMBING			80.13	
4.2005	52-93-512	CUT & THREAD PIPE		80.13
01 ROD DORMAN TRUCKING			7321.51	
486	52-93-586	HAULING SLUDGE		6142.51
486	52-93-586	TRACTOR RENTAL		1179.00
01 EASTERN IOWA TIRE, INC			448.40	
100056569	62-45-613	SANITATION TIRES-STOCK		448.40
01 ED'S HEATING, A/C, PLBG & ELEC			1750.00	
7105	38-71-549	REPL BACKFLOW PREVENTER		1750.00
01 ELECTRICAL ENGINEERING & EQUIP			919.97	
6136904-00	38-71-549	GENERATOR MAINTENANCE		458.75
6136911-00	38-71-549	GENERATOR MAINTENANCE		461.22
01 FARM KING OF KEWANEE			650.74	
782041	52-93-619	WWTP-CHAIN MENDERS		5.98
782480	52-93-512	CHECK VALVE REPAIR PARTS		17.19
782484	62-45-830	RECIP SAW KIT		109.99
782568	52-93-512	CHECK VALVE REPAIR PARTS		93.17
782575	52-93-512	CHECK VALVE REPAIR PARTS		29.21
782923	01-52-618	HERBICIDE		54.99
783111	52-93-512	CHECK VALVE REPAIR PARTS		33.05
783310	52-93-512	BLOWER MOTOR REPAIR		47.71
783555	52-93-512	BLOWER MOTOR REPAIR		117.48
783832	52-93-656	WEED KILLER & DETERGENT		141.97
01 FRIENDS OF THE ANIMALS			1333.33	
628657	01-21-539	SEMI-MO CONTRACT PYMNT		1333.33
01 GETZ FIRE EQUIPMENT CO			215.60	
I1-746394	01-21-539	POUND-FIRE EXTINGUISHERS		215.60
01 GUSTAFSON FORD			999.87	
160083	62-45-513	REPLACE COOLING FAN		700.41
160589	62-45-513	INSTALL TIRE SENSOR		145.50
5603	62-45-613	BRAKE KIT		45.05
5605	62-45-613	STRUT		108.91
01 HOLTON, FRANK N			550.00	
D091118	52-43-515	CLEAN MANHOLE-TENNEY ST		550.00
01 HACH COMPANY			910.64	

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11115037	51-93-652	WWTP - LAB SUPS		910.64
01 HARN R/O SYSTEMS INC 0007850-IN	51-93-656	ANTI-SCALANT	24150.00	24150.00
01 HENRY CO CLERK/RECORDER D090418	51-42-533	WATER LIENS RELEASED	116.00	58.00
D090418	01-65-549	MOWING LIENS RELEASED		58.00
01 HENRY SCHEIN, INC 5731997	01-22-612	IV FLUSH & NITROSTAT	182.37	182.37
01 HILLSIDE FLORIST 13187	01-21-929	PLANT - BLANKS	53.88	53.88
01 ILLINOIS FINANCE AUTHORITY 2018-121	01-22-840	FIRE TRUCK LOAN PYMNT	34641.50	24641.50
2018-338	01-22-840	AMBULANCE LOAN PYMNT		10000.00
01 IMEG CORPORATION 18000781.00-7	31-71-532	EAST ST FAU/ENGINEERING	5076.00	5076.00
01 IMPACT NETWORKING 1205947	01-11-551	FREIGHT CHGS-TONER	134.16	19.50
1209145	01-11-512	COPIER MAINT CONTRACT		114.66
01 INTERSTATE BATTERY SYSTEMS OF 10124150	62-45-612	BATTERY - GATOR	39.95	39.95
01 JOHNSON, DEBORAH L 18-23E	01-11-562	LOCIS MTG - MILEAGE REIMB	291.03	127.53
18-24E	01-11-562	IGFOA CONF - MILEAGE REIMB		163.50
01 JOHN DEERE FINANCIAL 881299	01-52-612	5 GAL OIL	423.69	69.22
883091	62-45-612	LOADER - BOLT		26.56
888277	58-36-612	HOUSING & CHAIN LOOP		158.13
928893	01-52-612	SOLENOID & FILTER		169.78
01 JPMORGAN CHASE BANK, N.A. D083118	01-21-549	SUBPEONA FEES	22.07	22.07
01 KEY EQUIPMENT & SUPPLY CO 154454	62-45-612	SWEEPER FILL HOSE	232.32	232.32
01 KNOX COUNTY LANDFILL D083118	57-44-573	SOLID WASTE DISPOSAL	45395.61	45395.61
01 KUYKENDALL, WALTER R D090818	51-42-473	CLOTHING/BOOT REIMBURSEMENT	305.40	305.40
01 MARTIN EQUIPMENT OF ILLINOIS I 360010	62-45-612	BACKHOE HOSES & FITTINGS	470.02	470.02
01 MCI MEGA PREFERRED D090118	01-21-552	TELEPHONE-POLICE	115.39	60.02
D090118	01-11-552	TELEPHONE-F&A		15.60
D090118	01-41-552	TELEPHONE-PW		27.84
D090118	01-22-552	TELEPHONE-FIRE		3.34
D090118	54-54-552	TELEPHONE-FR PARK		2.54
D090118	58-36-552	TELEPHONE-CEMETERY		2.69
D090118	52-93-552	TELEPHONE-WWTP		.31
D090118	62-45-552	TELEPHONE-FLEET		3.05

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=====				
01 MCKESSON MEDICAL SURGICAL			1188.16	
33996875	01-22-612	MEDICAL SUPPLIES		257.61
35162742	01-22-612	MEDICAL SUPPLIES		370.37
35282878	01-22-612	MEDICAL SUPPLIES		288.45
35303572	01-22-612	MEDICAL SUPPLIES		42.34
35305129	01-22-612	MEDICAL SUPPLIES		229.39
01 MENARD'S			1127.57	
8108	01-41-614	CURB PAINTING SUPS		23.34
8456	02-61-930.6	TMHR-215 S TREMONT		35.61
8470	52-93-512	WEST DIGESTOR REPAIRS		95.96
8476	32-42-850	METER VAULT POWER SUPS		339.44
8801	38-71-611	PAINTING SUPS & HARDWARE		23.40
8808	38-71-611	DEPOT REPAIR SUPS		48.22
8853	52-93-512	CAST IRON SUMP PUMP		119.00
8892	38-71-611	SHEETROCK REPAIR SUPS		24.55
9008	58-36-652	CONCRETE & TARP		28.98
9032	01-21-539	POUND - SMOKE ALARMS		116.39
9124	01-52-830	PARKS - TOOLS		78.98
9124	38-71-611	CITY HALL/DEPOT SUPS		58.14
9136	38-71-611	SINK PARTS		8.71
9140	38-71-611	BALLAST		17.99
9166	01-22-611	PAINT & SUPPLIES		44.23
9362	01-22-654	FIRE-JANITORIAL SUPS		10.96
9362	01-22-652	FIRE - OPER SUPS		8.98
9362	01-22-611	FIRE-MAINT BLDG SUPS		4.98
9411	38-71-611	TAPCONS		18.98
9464	01-52-652	EXT CORD & CUT-OFF WHEEL		20.73
01 MICHIG ENERGY LTD			10810.75	
10227201	58-36-655	CEMETERY - DIESEL		288.33
10227497	52-93-655	WWTP - DIESEL		727.12
116042	52-93-655	APPLICATOR - DIESEL		153.24
116167	58-36-655	CEMETERY - GASOLINE		441.93
4321142	58-36-655	CEMETERY - GASOLINE		173.89
4334936	01-52-655	FR PARK - DIESEL		172.58
5008594	52-93-655	APPLICATOR - DIESEL		125.41
5440980	58-36-655	CEMETERY - GASOLINE		629.27
8/18-DS	01-41-655	DIESEL - PW		878.79
8/18-DS	51-42-655	DIESEL - WATER		28.30
8/18-DS	57-44-655	DIESEL - SANITATION		2068.86
8/18-DS	01-22-655	DIESEL - FIRE		44.02
8/18-GS	01-41-655	GASOLINE - PW		494.37
8/18-GS	51-42-655	GASOLINE - WATER		771.40
8/18-GS	52-43-655	GASOLINE - SEWER		258.88
8/18-GS	52-93-655	GASOLINE - WWTP		43.73
8/18-GS	01-22-655	GASOLINE - FIRE		219.96
8/18-GS	01-21-655	GASOLINE - POLICE		3035.73

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8/18-GS	52-43-655	GASOLINE - ENGINEERING		71.28
8/18-GS	01-65-655	GASOLINE - COMM DEV		183.66
01 MIROCHA'S AUTO SERVICE INC			192.38	
15721	62-45-513	CHARGE A/C SYSTEM		123.38
15733	62-45-513	MOUNT & BALANCE TIRES		69.00
01 MISKINIS, JOHN			550.00	
0016	38-71-549	SERVICE NEON SIGN @ DEPOT		550.00
01 MISSISSIPPI VALLEY PUMP INC			480.00	
12536	52-93-512	PULL FLOOD PUMP		480.00
01 MOORE TIRES KEWANEE			104.75	
K10179	62-45-513	TIRE REPAIR		35.00
K10416	62-45-513	TIRE REPAIR		29.50
K11760	62-45-513	TIRE REPAIR		19.75
K11814	62-45-513	TIRE REPAIR		20.50
01 MOORE TIRES KEWANEE			63.05	
K11098	01-52-512	TIRE & MOUNTING		63.05
01 NEOPOST USA INC			60.00	
56078130	01-11-512	POSTAGE METER LEASE		60.00
01 NORTHERN SAFETY CO INC			285.86	
903108579	01-41-473	SAFETY EQUIP-RAIN COATS		71.47
903108579	51-42-473	SAFETY EQUIP-RAIN COATS		71.46
903108579	52-43-473	SAFETY EQUIP-RAIN COATS		71.47
903108579	57-44-473	SAFETY EQUIP-RAIN COATS		71.46
01 O'REILLY AUTOMOTIVE STORES, IN			481.56	
1143-285728	62-45-613	BRAKE ROTOR & SEAL		164.46
1143-289907	62-45-613	RETURNED GASKET		.39-
1143-290542	62-45-612	FLEET-EQUIP SUPS		24.26
1143-292059	62-45-612	SLUDGE TRUCK PARTS		293.23
01 OFFICE SPECIALISTS INC			724.50	
1022527-0	38-71-611	CITY HALL SUPPLIES		335.84
1024258-0	01-11-651	OFFICE SUPPLIES		129.56
1024258-0	51-42-651	OFFICE SUPPLIES		129.55
1024258-0	52-43-651	OFFICE SUPPLIES		129.55
01 OFFICE MACHINE CONSULTANTS INC			83.53	
IN152565	01-22-537	COPIER MONTHLY MAINT		14.97
IN152954	01-21-512	COPIER MAINT CONTRACT		42.83
IN152955	01-21-512	COPIER MAINT CONTRACT		25.73
01 OSF HEALTHCARE			53.00	
43909399	51-42-455	CDL RANDOM DRUG SCREEN		53.00
01 PANTHER UNIFORMS INC			392.08	
21313	01-22-471	REDIGER-UNIFORM ALLOW		99.90
21318	01-22-471	INITIAL UNIFORM-REDIGER		292.18
01 PDC LABORATORIES INC			547.73	
I9336858	52-93-542	CHLORIDE TESTING		133.73
I9337235	51-93-542	WATER TESTING		72.00
I9337674	51-93-542	FLUORIDE TESTING		36.00
I9337958	51-93-542	WATER TESTING		36.00

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
I9337961	51-93-542	WATER TESTING		270.00
01 PF PETTIBONE & CO 175048	01-21-929	SERVICE BARS	75.00	75.00
01 ROGAN INCORPORATED 83688	57-44-511	SCALE CALIBRATION	350.00	350.00
01 SNODEPOT LLC 393111	62-45-613	SS OIL PAN & GASKET	889.00	889.00
01 SOUTHPARK PSYCHOLOGY D081318MR	01-22-455	PRE-EMPLOY TESTING MJR	350.00	350.00
01 SPETS BROTHERS INC 385702	38-71-611	CITY HALL PAINT & SUPS	121.24	46.67
A385696	38-71-611	DEPOT PAINT & SUPS		74.57
01 STAR-COURIER 39003	01-11-541	PLAN COM/ZB NOTICES	340.00	56.30
39090	01-11-541	ZONING BOARD NOTICE		61.70
D091218	01-11-541	CIVIL SERVICE-CLERK AD		222.00
01 SULLIVAN DOOR COMPANY 62816	38-71-511	UNIVERSAL RECEIVERS	488.13	161.00
62869	38-71-549	ST#2 DOOR FIXTURES		327.13
01 VERIZON WIRELESS 9813944022	01-22-552	CELLULAR SERVICE-FIRE	6.98	6.98
01 STATE BANK OF TOULON - VISA D090218DJ	01-11-563	IGFOA CONF REG FEE	3806.65	350.00
D090218DN	51-93-512	SHIPPING CHARGES		16.01
D090218GB	01-11-537	3 ADOBE SUBSCRIPTIONS		159.33
D090218KE	01-65-929	MEAL EXPS-CLEANUP CREW		32.26
D090218KN	01-21-539	POUND-PET CRATES		107.73
D090218KS	01-22-563	ARSON INV CONF REG		225.00
D090218KS	01-22-562	LODGING-FAE CLASS		604.55
D090218KS	01-22-159.7	PALS HANDBOOKS		92.95
D090218KS	01-22-562	LODGING-STAFF & COMMAND		451.95
D090218KS	01-22-561	NFPA MEMBERSHIP DUES		175.00
D090218KS	01-22-562	LODGING EXPS-TRAINING		559.30
D090218ME	01-11-562	IML-AMTRAK TICKETS		144.00
D090218ME	01-65-929	MEAL EXP-CLEANUP CREW		32.26
D090218RJ	01-41-561	MEMBERSHIP DUES		12.99
D090218RJ	51-42-929	MEETING/MEAL EXPS		10.09
D090218RJ	01-41-652	OPER/JANITORIAL SUPS		72.49
D090218RJ	51-42-652	OPER/JANITORIAL SUPS		72.49
D090218RJ	52-43-652	OPER/JANITORIAL SUPS		72.49
D090218RJ	57-44-652	OPER/JANITORIAL SUPS		72.49
D090218TA	01-21-652	EVIDENCE STORAGE TOTES		47.94
D090218TA	01-21-652	RADIO HOLSTERS		70.00
D090218TA	01-21-562	LODGING EXPS-TRAINING		106.40
D090218TA	01-21-652	EVIDENCE SUPPLIES		60.04
D090218WR	01-21-652	RANGE MATERIAL		216.91
D090218WR	01-21-652	DVDS		41.98

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 WALZ LABEL & MAILING SYSTEMS 5472 A	01-11-651	POSTAGE METER INK	170.73	170.73
01 WELGAT, STEPHEN E 18-22E	01-22-562	MEAL REIMBURSEMENTS	41.64	41.64
01 WEMPLES SALES & SERVICE 79267	58-36-652	SHARPEN 2 CHAINS	20.00	20.00
01 WIN-911 SOFTWARE 148XT178-201811	51-93-512	ANNUAL MAINT-SOFTWARE	495.00	495.00
** TOTAL CHECKS TO BE ISSUED			386809.68	

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
GENERAL FUND			138934.55	
ECONOMIC DEVELOPMENT			35.61	
PUBLIC BENEFITS FUND			215.00	
NHR SALES TAX INFRASTRUCTURE IMP			14536.00	
WATER IMPROVEMENT			339.44	
CAPITAL MAINTENANCE/MUN. BLDG.			4365.17	
WATER FUND			83714.31	
SEWER FUND			72868.43	
FRANCIS PARK			561.81	
SANITATION			54895.11	
CEMETERY FUND			4374.83	
CENTRAL MAINTENANCE			11969.42	
*** GRAND TOTAL ***			386809.68	
TOTAL FOR REGULAR CHECKS:			385,476.35	
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
01 LOPEZ-FORNANDER, JESSICA 348 95666	09/20/18 01-22-929	126A REFUND DUPLICATE PYMNT	870.00	870.00
01 PAYMENT RESOLUTION SERVICES, L 348 3275202	09/20/18 01-22-929	125 REFUND DUPLICATE PYMNT	601.60	601.60
01 PROFESSIONAL BILLING SERVICES 348 AUG 2018	09/20/18 01-22-579	124 BILLING CHARGES	3366.75	3366.75
15 HENRY COUNTY TREASURER 348 2018-00000188	09/20/18 15-41-514	1045 42.35 TN PATCH MIX	2181.03	2181.03
74 HEALTH CARE SERVICE CORPORATIO 348 SD 08/18	09/11/18 74-14-451	1260A HEALTH INS CLAIMS	129153.99	108622.26
348 SD 08/18	74-14-452	STOP LOSS SPECIFIC		20531.73
74 SISCO 348 D090718	09/11/18 74-14-451	1259A DENTAL/VISION CLAIMS	1907.34	1907.34
** TOTAL MANUAL CHECKS REGISTERED			138080.71	

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REPORT SUMMARY

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CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	386809.68	4838.35	391648.03
15	.00	2181.03	2181.03
74	.00	131061.33	131061.33
TOTAL CASH	386809.68	138080.71	524890.39

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	138934.55	4838.35	143772.90
02	35.61	.00	35.61
15	.00	2181.03	2181.03
21	215.00	.00	215.00

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

=====

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DISTR	CHECKS TO	REGISTERED	
FUND	BE ISSUED	MANUAL	TOTAL

=====

31	14536.00	.00	14536.00
32	339.44	.00	339.44
38	4365.17	.00	4365.17
51	83714.31	.00	83714.31
52	72868.43	.00	72868.43
54	561.81	.00	561.81
57	54895.11	.00	54895.11
58	4374.83	.00	4374.83
62	11969.42	.00	11969.42
74	.00	131061.33	131061.33

TOTAL DISTR	386809.68	138080.71	524890.39
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CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	September 24, 2018	
RESOLUTION OR ORDINANCE NUMBER	N/A (discussion only)	
AGENDA TITLE	Consideration of an Ordinance CABLE TELEVISION FRANCHISE AGREEMENT BY AND BETWEEN The CITY OF KEWANEE And COMCAST OF ILLINOIS/ INDIANA/ OHIO, LLC	
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 a new non-exclusive franchise agreement with Comcast for the provision of Cable Television Services.	
BACKGROUND	The City has executed a series of franchise agreements with Comcast and their predecessors for the provision of cable services within the corporate city limits. The franchise agreement establishes the payment that the City receives from the company for the use of ROW for the placement of necessary infrastructure.	
SPECIAL NOTES	N/A	
ANALYSIS	N/A	
STAFF RECOMMENDATION	N/A	

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
CITY OF KEWANEE
And
COMCAST OF ILLINOIS/ INDIANA/ OHIO, LLC**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the City of Kewanee, Illinois (hereinafter, the "City") and Comcast of Illinois/ Indiana/ Ohio, LLC, (hereinafter, "Grantee") this ____ day of _____, _____ (the "Effective Date").

The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act, and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Operator" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the

transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois/ Indiana/ Ohio, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the City’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Cable System as of the Effective Date of this Franchise Agreement.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

“Public Way” shall mean, pursuant and in addition to the City’s Right of Way Ordinance (insert citation here), the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City in the Franchise Area, to the extent that the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City. Public Way shall not include any real or personal City property that is not specifically described in this definition and shall not include City buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

“Standard Installation” means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“City” means the City of Kewanee, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, and **Ordinance No. _____** approving and authorizing the execution of this Agreement, the City hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee’s Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the City grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

2.6.3. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the City while used in the course of installation, repair and maintenance work on the Cable System.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of the City as may be established from time to time with respect to the occupancy and use of the Public Way by all users of the Public Way.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the City requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the City shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the City in conducting inspections related to these standards upon reasonable prior written request from the City based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the City shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the City shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The City and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include

buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan” – as may be amended from time to time. Should the City become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the City to the City on an annual basis. The City agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the City, its employees or agents in using such system.

4.8. Customer Service Obligations. The City and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions **are included in the Municipal Code**. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by City

5.1. Franchise Fees. The Grantee shall pay to the City a Franchise Fee in an amount equal to three percent (3%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the City to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the City to increase the Franchise Fee above five percent (5%), and the City actually proposes to increase the Franchise Fee in exercise of such authority, the City may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the City shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the City) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the City increases said Franchise Fee, the Grantee shall notify

its Subscribers of the City's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the City to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the City pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the City approves the amendment by ordinance; and (c) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The City and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal/County Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 65 ILCS 5/11-42-11.05 (k), the City shall provide on an annual basis, a complete list of addresses within the corporate limits of the City. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the City has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the City from and against any claims arising from the City's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the City with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the City containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the City may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the City's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the City certificates of insurance in accordance with Title _____/Chapter _____ of the _____ Municipal Code.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the City. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The City shall give the Grantee timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. If the City elects in its own discretion to employ additional counsel, the costs for such additional counsel for the City shall be the responsibility of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from any conduct for which the City, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. PEG Capacity. The Grantee shall provide capacity for the City's noncommercial public, educational and governmental access ("PEG") programming through one Channel (the "Channel") on the Grantee's Cable System. Unless otherwise agreed to by the City and the Grantee to the extent required by applicable law, the Channel may be carried on the Grantee's basic digital service tier. The City's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.1.1. At its sole discretion, the City may request, and the Grantee shall provide, one (1) additional PEG Channel, so long as the Threshold Use Requirement is satisfied. For the purposes of this Agreement, the term "Threshold Use Requirement" shall mean that the PEG Channel provided for herein above shall be programmed by the City, or anyone presenting programming on the PEG Channel by or through the City, at least eight (8) hours per day (with non-repetitive, locally-produced programming, Monday through Friday, for a minimum of six (6) consecutive months). The City shall provide the Grantee with written documentation evidencing that the Threshold Use Requirement has been satisfied. Grantee shall have one hundred twenty (120) days from receipt of the City's request to provide the additional PEG Channel. Once provided, the additional PEG Channels may not be removed or withdrawn by Grantee for the first twelve (12) months following the provision of such PEG Channel. Any such removal or withdrawal shall not occur until after Grantee has given the City written notice that the Threshold Use Requirement for the PEG Channel provided as of the Effective Date of this Agreement is not being satisfied. The City shall have one hundred twenty (120) days to cure, or take diligent steps towards curing such condition, in which to establish that the Threshold Use Requirement on said PEG channel is satisfied. Grantee may offer any additional PEG channels requested by the City on its Basic Digital Tier of service.

8.2. City Operation of the PEG Channel. The Grantee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. However, the PEG channel is, and shall be, operated by the City, and the City may at any time allocate or reallocate the usage of the PEG channel among and between different noncommercial uses and users.

8.3. Origination Point. At such time that the City determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG access programming originated from Schools and/or City facilities; or at such time that the City determines that it wants to change or upgrade a location from which PEG access programming is originated; the City will give the Grantee written notice detailing the point of origination and the capability sought by the City. The Grantee agrees to submit a cost estimate to implement the City's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the City to the designated signal input point without material degradation, the PEG channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.5. PEG Capital Support. At its sole discretion, the City may designate PEG access capital projects to be funded by the City. The City shall send written notice of the City's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty five cents (\$0.35) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 V.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment and the Grantee shall have the opportunity to review and make recommendations upon the City's plan prior to agreeing to collect and pay to the City the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the City shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the City to make large capital expenditures, if necessary, as long as the City spends the entire amount collected by the end of the term of this Agreement. Moreover, if the City chooses to borrow from itself or a financial institution revenue for large PEG capital purchases or capital expenditures, the City shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the City's written request.

8.5.1. For any payments owed by Grantee in accordance with this Section 8.5 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JPMorgan Chase & Co. or its successor, whichever is higher, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.5.2. Grantee and City agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

8.6. Grantee Use of Unused Time. Because the City and Grantee agree that a blank or under utilized Access Channel is not in the public interest, in the event the City does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the City upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities. The provisions of this section shall not apply for the first twelve (12) months following the commencement of PEG Access Programming by the City.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the City determines that the Grantee is in default of any material provision of the Franchise, the City may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the City shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the City shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the City's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the City's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the City as Title ____ /Chapter ____ of the ____ Municipal Code; and, pursuant to Section 3.1 of this Franchise Agreement and the Municipal Code, to enforce the Grantee's compliance with the City's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the City to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the City.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

City of Kewanee
401 E Third Street
Kewanee, IL 61443
ATTN: City Manager

To the Grantee:

Comcast
1500 McConnor Parkway
Schaumburg, IL
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The City may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the

election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Henry County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate ordinance or resolution by the City, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the City that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the City that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For: City of Kewanee

For: Comcast of Illinois/ Indiana/ Ohio, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	September 24, 2018	
RESOLUTION OR ORDINANCE NUMBER	N/A (discussion only)	
AGENDA TITLE	Discussion of Kewanee Community Unit District 229 request for waiver of sewer charges.	
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	Provides direction to staff regarding intergovernmental agreement with a local school district to waive fees for sewer for water used solely for the purpose of irrigation of athletic fields.	
BACKGROUND	The City has executed a similar agreement with the Park District for the use of water at the pool. The District will use a temporary meter to irrigate the recently constructed soccer field and proposes to place a permanent line on a separate meter for the same purpose. None of the water used in either instance will be directed into the sanitary sewer system.	
SPECIAL NOTES	N/A	
ANALYSIS	N/A	
STAFF RECOMMENDATION	N/A	