



**AGENDA FOR  
CITY COUNCIL MEETING**

*Council Chambers*

401 E Third Street

Kewanee, Illinois 61443

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

**Tuesday, October 9, 2018**

Posted by 5:00 p.m., October 5, 2018

1. Call to Order
2. Pledge of Allegiance
3. Consent Agenda
  - a. Approval of Minutes
  - b. Payroll
  - c. Staff Reports
  - d. Request from the Kewanee Historical Society to close a portion of Tremont Street between First St. and Central Blvd. between 1 and 2:30 pm on October 27, 2018 for a ceremony commemorating Abraham Lincoln's visit to Kewanee.
  - e. Request from Tavern on Beach for use of the alley to the North of the property from Beach Street to Franklin Street from 11 am to 11 pm on October 27, 2018 for an Halloween entertainment event.
4. Presentation of Bills and Claims
5. Citizen Participation
6. Business:
  - a. **Acceptance of the Plan Commission Minutes** from its meeting held on Thursday, September 27.
  - b. **Consideration of an Ordinance** authorizing a special use to John Beaman Sr. for a multiple family dwelling at 309 East Third Street.
  - c. **Acceptance of the Zoning Board of Appeals Minutes** from its meeting held on Wednesday, October 3, 2018.
  - d. **Consideration of a Resolution** approving a variance and authorizing an encroachment licensing agreement with St. John Paul II Parish.
  - e. **Consideration of an Ordinance** amending Schedule III of Chapter 78 of the Kewanee City Code regarding Handicapped Parking Spaces establishing handicap accessible on-street parking spaces in the vicinity of the St. Peter's Evangelical Church on S. Grove St..
  - f. **Consideration of an Ordinance** authorizing a cable television franchise agreement by and between the City of Kewanee and Comcast of Illinois/Indiana/Ohio LLC
  - g. **Consideration of a Resolution** authorizing the execution of an 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.
  - h. **Proclamation** declaring October 7-13 as Fire Safety Week.
7. Council Communications:
8. Announcements:
9. Adjournment



## MEMORANDUM

**Date:** October 5, 2018  
**From:** Gary Bradley, City Manager  
**To:** Mayor & Council  
**RE:** Council Meeting of **Tuesday, October 9, 2018**

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

1. **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). Each city with a Manager or Administrator met earlier in the week with the developer and their attorneys to go through the process and develop a time-line for the expansion process.
2. **County-wide Economic Development Position**— I participated in another interview held on October 4<sup>th</sup>. It was decided not to recommend the candidate to the County Board's executive committee for their consideration. Instead, the County will be re-advertising the position in hopes of finding an acceptable candidate from the next pool of applicants.
3. **Fire Hydrants**— Staff is completing this year's fire hydrant flow testing this month. The last group of hydrants are those around Visitation School. We held off on testing them until a long weekend so that in the event of a break, there would be adequate time for testing of water samples so that the school would be less likely to be placed under a boil order. Testing is expected to be completed on the 18<sup>th</sup>, which coincides with parent-teacher conferences.
4. **Joint Economic Development** — I met last week with KEDC and the Chamber of Commerce for our monthly coordination meetings to ensure that we're all on the same page when it comes to local economic development efforts.
5. **Advel Court**— Residents of Advel Court continue to express their concerns that their street is not maintained by the City, even though for years in the past it had been. They will continue to ask that the city consider taking over responsibility for the maintenance of the street.
6. **Educational Outreach**— Kewanee School District has developed a civics curriculum aimed at teaching elementary students about their community. Students will learn about the many roles needed to keep our city moving. Third graders from the district plan to visit us at City Hall on October 24<sup>th</sup>. The students in kindergarten and first grade will visit Central Field on Friday, October 26<sup>th</sup> to "touch a truck" and learn about the career opportunities.

available to them. In addition to partnering with the elementary schools in Kewanee School District, the City will also participate in the Kiwanis Career Day on October 23. Seniors from both Kewanee and Wethersfield will have the opportunity to visit a local organization to hear more about potential careers in their field of interest. We participated in this event last year and had 12 - 15 students spend the morning with us to learn about public service careers.

7. **Civil Service Commission**— One application was received for the application process for clerical positions so the process is being re-advertised with an extended deadline.
8. **Economic Development**— International Council of Shopping Centers' Regional Deal Making and Idea Exchange conference is being held in Chicago on the 17<sup>th</sup> and 18<sup>th</sup>. I will be attending the conference on the 17<sup>th</sup>, hoping to identify retailers, retail concepts, and developers that would be suitable for our market. There's also a half-day conference in Decatur on the 10<sup>th</sup> for the implementation of Opportunity Zones. You may recall that we were awarded the only Opportunity Zone in Henry County.
9. **City-wide Cleanup** — The next city-wide clean-up will be on October 27<sup>th</sup> at the former site of the hospital. Entry to the site will be directly from Division, rather than queueing on Division and Elliot, because we have not had participation that warranted blocking off such a large amount of the street. 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 tires (limit 8 per household).
10. **HAZMAT Training**— Six staff members recently completed their certification for responding to incidents involving hazardous materials (HAZMAT). We have 11 HAZMAT techs within the department. There are a total of 17 techs within our MABAS district.
11. **Distance Learning** —The Police Department recently acquired two televisions and a webcam to facilitate distance learning within the department. The new equipment will allow staff to view training provided through Mobile Team Unit 4, of the Illinois Law Enforcement Training and Standards Board, without having to send staff out of town, saving on mileage, meals, and the use of compensatory time.
12. **Vehicle Thefts**— There has been a rash of vehicle thefts in the area recently. The Police Department apprehended a juvenile yesterday who admitted involvement in at least one such theft. There is an ongoing investigation that will determine if any of the other incidents are related.
13. **Sidewalk Improvements** – Improvements bringing sidewalks and ramps into compliance with the ADA, which is required as part of the street improvements that were completed earlier in the year, continues to move forward. Work is currently underway at intersections along Vine Street. Once those improvements are completed, improvements will be made to some of the areas in the downtown area that are currently in a state of disrepair.

## **COUNCIL MEETING 18-18 SEPTEMBER 24, 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 and Section 2 (c) (2) to discuss collective bargaining. Council Member Colomer seconded the motion. Roll call showed 5 ayes, no nays. The motion passed.

The executive session was adjourned at 6:15 PM on a motion made by Council Member Faber 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 and Section 2(c)(2) to discuss collective bargaining.

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 September 10, 2018 Council Meeting, payroll for the pay period ending September 15, 2018 in the amount of \$217,174.07, reports from Bock, Inc., Finance & Administration, and the Police Department. The consent agenda items were approved on a motion made by Council Member Faber and seconded by Council Member Yaklich. Roll call showed 5 ayes, no nays. The motion passed.

Bills submitted for approval totaling \$524,890.39 were approved on a motion made by Council Member Colomer and seconded by Council Member Faber. Council Member Faber information regarding the vbox leg stand purchased from Bonnell for \$4,300. Operations Manager Johnson

reported that it was stainless steel and self-loading. Council Member Yaklich noted the many bills we pay monthly, further noting an invoice for a tire pressure gauge. Maintenance Manager Newton reported that the tire pressure gauge is a common item found on most squad cars. 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. Steve Herrick with the Boy Scouts noted that they were attending the meeting as a requirement of their citizenship badge. He questioned some trees that had been marked at Francis Park. Maintenance Manager Newton reported that there had been no decision to thin an area of the forest, but that a company had been contacted to discuss potential thinning. There was still much research to be done. There being no other requests Mayor Looney moved on to new business.

## **NEW BUSINESS**

A discussion of a proposed ordinance authorizing a cable franchise agreement by and between the City of Kewanee and Comcast of Illinois/Indiana/Ohio LLC was held. City Manager Bradley stated that the contract was fairly standard as a non-exclusive franchise agreement. The agreement would last for ten years and was heavily regulated by the state statutes. Mr. Bradley further noted that there is a mechanism in the agreement that would allow the City to charge a small fee from each customer to purchase equipment to run videos and other educational programs on the PEG Channel 13. Council Member Colomer agreed that the City was not a big enough market to attract a second company. Council Members provided a consensus to consider the approval of the agreement at the next Council Meeting.

A 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 was held with City Manager Bradley stating that the school district had recently created a new soccer practice field. The irrigation system for this field would be separately metered. The school district had requested a waiver of the sewer charges, as none of the water would ever enter the sanitary sewer system. At the request of Council Member Yaklich, City Manager Bradley reported that the same type of agreement was currently in place with the Kewanee Park District for the Aquatic Center. Mayor Looney noted that this agreement would be with another taxing district. A consensus was noted to consider approval of the agreement at the next Council Meeting.

## **OTHER BUSINESS**

Council Member Yaklich requested information regarding the use of campers or house trailers as a residence in City limits. Community Development Director Edwards stated there was nothing in the Code book directly regarding this use. However, the zoning on the lot would mean that a single family residence could not also have a camper/house trailer being used as a residence. The trouble comes in the proof needed to say it is actually being used as a residence.

Council Member Faber noted the dog pound grand opening held the prior Saturday and the nine trucks/trailers that turned around at the Transfer Station in an hour while he was in attendance.

Council Member Colomer asked about a neighbor moving a garage and the end structure leaning. Community Development Director Edwards noted that the owner of the garage in question was in the process of applying for a demolition grant.

Council Member Colomer then gave hats off to Chief Ainley for the pizza with police program currently in place at Visitation School. His child participated in the activity and spoke very highly of the program. He encouraged the Chief to reach out to the other schools and pizza places to coordinate further efforts.

Council Member Koehler questioned when Francis Park would close. Maintenance Manager Newton reported that the park had closed over the weekend. Mr. Koehler also requested that the Boiler Shop property was not left a mess when the salvage projects were complete.

Mayor Looney noted that the City-wide cleanup event would be held on October 27, 2018.

## **ANNOUNCEMENTS**

City Clerk Edwards announced that the transfer station would be open on Saturday, October 13 from 8 am to noon. City Hall offices would be closed on Monday, October 8 in observance of Columbus Day. There would be no landscape waste collection that week, with no other changes to the trash collection schedule.

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 7:48 PM.

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MELINDA EDWARDS, CITY CLERK

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DATE APPROVED

## Violation Listing - Weeds and Tall Grasses

From Date: 09/01/2018

To Date: 09/30/2018

File#	Owner Name	Street#	Pre-Direction	Street Name	Street Type	Phone#	Open Date	Violation Short Description	Violation Comments	How Received
18-000840	SCHWIGEN, PHILIP & INGLE, GENA	427		ROSS	ST		09/04/2018	Weeds and Tall Grasses		Phone
18-000842	KARAMAJANES, GEORGE & LATHOURIS, GEORGE	416		PROSPECT	PL		09/07/2018	Weeds and Tall Grasses		
18-000843	KARAMAJANES, GEORGE & LATHOURIS, GEORGE	418		PROSPECT	PL		09/07/2018	Weeds and Tall Grasses		Phone
18-000846	SCHWIGEN, JOSEPH E	328		RICE			09/10/2018	Weeds and Tall Grasses		
18-000847	OSMANI, DZELIL	707	EAST	5TH	ST		09/11/2018	Weeds and Tall Grasses		
18-000848	OSMANI, DZELIL	431	NORTH	EAST	ST		09/11/2018	Weeds and Tall Grasses		
18-000849	CLARK, CYNTHIA M	801		PRAIRIE			09/12/2018	Weeds and Tall Grasses	Tall weeds and grass in yard.	
18-000850	BRACKETT, STEPHEN W & CHERRI	148	EAST	MCCLURE			09/12/2018	Weeds and Tall Grasses	Hedge growing over. Side walk.	
18-000853	REBOUT, RHONDA L	601		FLORENCE	ST		09/14/2018	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
18-000854	GIESENHAGEN, GEORGE	213	SOUTH	CHESTNUT			09/14/2018	Weeds and Tall Grasses		
18-000855	PUCKETT, ANGELINA E	630	EAST	5TH	ST		09/14/2018	Weeds and Tall Grasses	Tall weeds in back yard. Must be trimmed.	Online
18-	MARTINEZ, JORGE SOTELO &	605	E	5			09/14/2018	Weeds and	Tall weeds in back yard. Must	Online

000856	JUANITA SOTELO							Tall Grasses	be trimmed.	
18-000857	PEACH, AIMEE	617	EAST	5TH	ST		09/14/2018	Weeds and Tall Grasses	Tall weeds and small trees need to be trimmed in back yard three sides of lot.	Online
18-000858	KUSTER, APRIL R	622	EAST	5TH	ST		09/14/2018	Weeds and Tall Grasses	Tall weeds in back yard. Must be trimmed. Back lot line.	Online
18-000861	MINER, ERIC M	501		ROOSEVELT	AVE		09/17/2018	Weeds and Tall Grasses	Hedge growing over Side walk. Tree branches over sidewalk. Must trim.	Phone
18-000862	CASTANEDA, MOISES	415	EAST	OAK			09/17/2018	Weeds and Tall Grasses	Tall weeds and grass in yard.	Staff Initiated
18-000863	POWELL, OCTAVIA M ESTATE	612	NORTH	ELM			09/17/2018	Weeds and Tall Grasses	tall weeds around home and back yard.	Staff Initiated
18-000864	JUOZUNAS, LAURA	624	NORTH	ELM			09/17/2018	Weeds and Tall Grasses	Tall weeds and grass in yard.	Staff Initiated
18-000866	TOVAR, YESENIA	605 1/2	E	5th	ST		09/17/2018	Weeds and Tall Grasses	Tall grass and weeds must be mowed and maintained.	Online
18-000871	STANTON, TAMMALA	516	EAST	9TH	ST		09/18/2018	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
18-000872	GRUSZECZKA, KAREN S	830		ROLLINS	ST		09/18/2018	Weeds and Tall Grasses	Tall weeds and grass in yard.	Staff Initiated
18-000874	SCHWIGEN, DAVID B	510	N	Grace			09/18/2018	Weeds and Tall Grasses	tall weeds around home and back yard.	Staff Initiated
18-000876	DOYE, MICHAEL D	111		Goodrich			09/18/2018	Weeds and Tall Grasses	tall weeds around home and back yard.	Staff Initiated
18-000877	WADE, AMBER & AARON	314	EAST	DIVISION			09/18/2018	Weeds and Tall Grasses	tall weeds around home and back yard.	Staff Initiated
18-000879	FEUCHT, EARL W & MARGARET L	624		WILLARD	ST		09/19/2018	Weeds and Tall Grasses		
18-	Henry County as Trustee	611	NORTH	ELM			09/19/2018	Weeds and	Tall weeds and grass	Staff



000883								Tall Grasses		Initiated
18-000884	RUIZ, LUCIA L	635	NORTH	WALNUT			09/19/2018	Weeds and Tall Grasses	Tall grass and weeds	Staff Initiated
18-000885	DEARING, ANDREW & FREDDIE J	614	NORTH	WALNUT			09/19/2018	Weeds and Tall Grasses	Tall weeds and grass	Staff Initiated
18-000886	CROWE, CHESTER A	630	NORTH	WALNUT			09/19/2018	Weeds and Tall Grasses	Tall weeds	
18-000887	Henry County As Trustee	522	EAST	7TH	ST		09/19/2018	Weeds and Tall Grasses	Tall weeds and grass	
18-000888	HENRY COUNTY AS TRUSTEE,	310	EAST	7TH	ST		09/19/2018	Weeds and Tall Grasses	Tall weeds and grass	
18-000889	HESS, SUSIE EST	117	EAST	7TH	ST		09/19/2018	Weeds and Tall Grasses	Tall weeds and grass	Staff Initiated
18-000893	RIOS, ABUNDIO AGUILAR & ALQUEZADA, ANTONIA PAREDES	508	NORTH	GRACE	AVE		09/20/2018	Weeds and Tall Grasses	tall weeds around home and back yard.	Staff Initiated
18-000893	RIOS, ABUNDIO AGUILAR & ALQUEZADA, ANTONIA PAREDES	508	NORTH	GRACE	AVE		09/20/2018	Weeds and Tall Grasses	tall weeds around home and back yard.	Staff Initiated
18-000895	MORALES, JOSE F & MORADO, MARIA I	1105	N	East			09/20/2018	Weeds and Tall Grasses	Tall bush blocks corner. Can not see around. Must cut and trim.	Phone
18-000896	PEREDA-CORRAL, JOSE & PEREDA, MARIA D	446		CIRCLE	DR		09/20/2018	Weeds and Tall Grasses	tall grass around home and back yard.	Staff Initiated
18-000905	WILLEY, JENNIFER S	415	EAST	PROSPECT	ST		09/25/2018	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
18-000907	KITTERMAN, KELLY M	702		Harbour			09/25/2018	Weeds and Tall Grasses	Tall weeds and grass in yard.	Staff Initiated
18-000908	RUMBOLD, MYRON H & LORI A	515		WILLOW	ST		09/25/2018	Weeds and Tall Grasses	tall weeds around home and back yard.	Staff Initiated
18-	LONGEVILLE, LANCE A RLTR	511		WILLOW	ST		09/25/2018	Weeds and Tall Grasses	tall weeds around home and back yard.	Staff Initiated

000909										
18-000910	RAMSEY, MELANIE & GUSTAITIS, DONALD K JR	926	NORTH	CHESTNUT			09/25/2018	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
18-000911	PEED, THOMAS E	114	NORTH	ELM			09/25/2018	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
18-000916	LINDQUIST, AMANDA E	615	EAST	6TH	ST		09/26/2018	Weeds and Tall Grasses	Tall weeds in alley must be maintained by property owner adjacent to alley.	Staff Initiated
18-000917	MARTINEZ, HERIBERTO BUCIO	513	NORTH	GRACE			09/26/2018	Weeds and Tall Grasses	Tall grass and weeds	
18-000918	CORRAL, JOSE PEREDA	519	NORTH	GRACE			09/26/2018	Weeds and Tall Grasses	Tall grass and weeds	Staff Initiated
18-000919	WESTEFER, GERALD E & CONSTANCE S	801		Vine			09/27/2018	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
18-000919	WESTEFER, GERALD E & CONSTANCE S	801		Vine			09/27/2018	Weeds and Tall Grasses	tall weeds and grass.	Staff Initiated
18-000920	HAMRICK, WALTER III & DEANNA	109		Lakeview			09/27/2018	Weeds and Tall Grasses	Tall weeds and grass in yard.	Staff Initiated
18-000921	JOHNSON, EDNA I & LASHBROOK, PENNY S	827		Rollins			09/27/2018	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
18-000922	GRABBE, VIRGINIA	1031		KENT	ST		09/27/2018	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
18-000923	SUTTON & ASSOCIATES REALTY INC,	709	NORTH	MAIN	ST		09/27/2018	Weeds and Tall Grasses	Tall weeds and grass in yard.	Staff Initiated
18-000925	MURRAY, JOHN K & RICHARD T	649	WEST	DIVISION			09/28/2018	Weeds and Tall Grasses	Tall weeds and grass in yard.	Staff Initiated
18-000926	BEAUPREZ, BEVERLY A	407		GREEN	ST		09/28/2018	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
18-	JS & KG INC,	228	EAST	COLLEGE	ST		09/28/2018	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated

000929										
18- 000930	ANGELCYK, VIRGINIA R	226		College			09/28/2018	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated
18- 000931	SWEARINGEN, GARY D	638	EAST	CHURCH			09/28/2018	Weeds and Tall Grasses	Tall weeds at roads edge. Flowers ok.	Staff Initiated
18- 000932	BRANTS, JACOB & KELLY	943		SIMPSON			09/28/2018	Weeds and Tall Grasses	Tall grass around home.	Staff Initiated



## Community Development EOM Violation Listing

From Date: 09/01/2018

To Date: 09/30/2018

File#	Owner Name	Street#	Pre-Direction	Street Name	Street Type	Phone#	Open Date	Violation Short Description	Violation Comments	How Received
18-000843	KARAMAJANES, GEORGE & LATHOURIS, GEORGE	418		PROSPECT	PL		09/07/2018	Littering	misc litter and open garbage	Phone
18-000844	FEUCHT, EARL W & MARGARET L	514	NORTH	LEXINGTON	AVE		09/07/2018	Exterior Structure, General		Phone
18-000844	FEUCHT, EARL W & MARGARET L	514	NORTH	LEXINGTON	AVE		09/07/2018	Exterior Structure, Unsafe Conditions	Roof in need of repair, hole in foundation and in roof over patio, dangerous electrical outlets with burn marks and missing plates. Front porch in dangerous condition and porch roof has settled at the South end.	Phone
18-000844	FEUCHT, EARL W & MARGARET L	514	NORTH	LEXINGTON	AVE		09/07/2018	Exterior Structure, Stairways, decks, porches and balconies	Front porch floor and roof in poor/dangerous condition.	Phone
18-000844	FEUCHT, EARL W & MARGARET L	514	NORTH	LEXINGTON	AVE		09/07/2018	Exterior Structure, Protective Treatment	Siding missing in some areas.	Phone
18-000844	FEUCHT, EARL W & MARGARET L	514	NORTH	LEXINGTON	AVE		09/07/2018	Exterior Structure, Foundation Walls	Missing foundation wall at Southeast corner.	Phone
18-000844	FEUCHT, EARL W & MARGARET L	514	NORTH	LEXINGTON	AVE		09/07/2018	Interior Structure, Unsafe conditions	Dangerous electrical outlets.	Phone

18-000844	FEUCHT, EARL W & MARGARET L	514	NORTH	LEXINGTON AVE		09/07/2018	Exterior Structure, Window, skylight and door frames	Window frames and trim missing paint.	Phone
18-000845	KAZUBOWSKI, KENDRA	423	SOUTH	GROVE ST		09/10/2018	Exterior Structure, General	Accessory structure by alley, detached / loose gutters, West wall bowing outward.	In Person
18-000845	KAZUBOWSKI, KENDRA	423	SOUTH	GROVE ST		09/10/2018	Exterior Structure, Unsafe Conditions	Accessory structure by alley, detached / loose gutters, West wall bowing outward.	In Person
18-000845	KAZUBOWSKI, KENDRA	423	SOUTH	GROVE ST		09/10/2018	Exterior Structure, Roofs and drainage	Accessory structure by alley, detached / loose gutters, West wall bowing outward.	In Person
18-000851	SELF, REBECCA R	420	NORTH	GRACE		09/13/2018	Unsafe, Unsightly Structures	Basket ball hoops in street. Must be put by garage.	Phone
18-000851	SELF, REBECCA R	420	NORTH	GRACE		09/13/2018	Littering	Trash and litter in yard	Phone
18-000852	RIGGS, TIMOTHY C & SALZMAN, EARNEST L LTR	621		FLORENCE		09/14/2018	Littering	Chair at street of indoor type.	Phone
18-000854	GIESENHAGEN, GEORGE	213	SOUTH	CHESTNUT		09/14/2018	Storage and parking of vehicles and other personal property	Unlicensed/inoperable van	
18-000854	GIESENHAGEN, GEORGE	213	SOUTH	CHESTNUT		09/14/2018	Littering	Misc debris around property.	
18-000854	GIESENHAGEN, GEORGE	213	SOUTH	CHESTNUT		09/14/2018	Exterior Structure, General	Missing/failing paint, open areas in soffit, porch in need of repairs, garage needs demolished or extreme repairs. Open areas	

									in the building envelope must be repaired and protective treatment applied.	
18-000854	GIESENHAGEN, GEORGE	213	SOUTH	CHESTNUT			09/14/2018	Exterior Structure, Unsafe Conditions	Garage showing signs of falling over and is dangerous.	
18-000854	GIESENHAGEN, GEORGE	213	SOUTH	CHESTNUT			09/14/2018	Exterior Structure, Protective Treatment	House in need of paint or siding.	
18-000854	GIESENHAGEN, GEORGE	213	SOUTH	CHESTNUT			09/14/2018	Exterior Structure, Roofs and drainage	Roof showing signs of wear and in need or repair.	
18-000854	GIESENHAGEN, GEORGE	213	SOUTH	CHESTNUT			09/14/2018	Exterior Structure, Overhang extensions	Front porch and side porch roofs in need of repair.	
18-000859	FEUCHT, EARL W & MARGARET L	320	NORTH	BOSS			09/14/2018	Exterior Structure, General	Roof is in poor condition and in need of repair. Possible framing defects as well as covering defects.	Staff Initiated
18-000859	FEUCHT, EARL W & MARGARET L	320	NORTH	BOSS			09/14/2018	Exterior Structure, Protective Treatment	Missing siding.	Staff Initiated
18-000859	FEUCHT, EARL W & MARGARET L	320	NORTH	BOSS			09/14/2018	Exterior Structure, Roofs and drainage	Roof is in poor condition and in need of repair. Possible framing defects as well as covering defects.	Staff Initiated
18-000860	CEJA, ALBERTO MARTENEZ	1334		ROCKWELL	ST		09/17/2018	Littering	Tv at curb,	Staff Initiated
18-000861	MINER, ERIC M	501		ROOSEVELT	AVE		09/17/2018	Littering	Bushes blocking passage on sidewalk and tree limbs low hanging over sidewalk.	Phone
18-000865	ANDERSON, JOHN R & CATHERINE M & DANNER, KAREN J	726	NORTH	WALNUT			09/17/2018	Storage and parking of vehicles and	Unlicensed/inoperable vehicle(s) 2 and a boat.	Phone

								other personal property		
18- 000865	ANDERSON, JOHN R & CATHERINE M & DANNER, KAREN J	726	NORTH	WALNUT			09/17/2018	Littering	Indoor furniture outside behind home. Trash and junk in yard must be cleaned up.	Phone
18- 000867	CLAYES, FRANK J JR	127	EAST	DIVISION			09/17/2018	Exterior Structure, Protective Treatment	missing/failing paint	Staff Initiated
18- 000868	LEATHERS, JOAN M	727	SOUTH	TREMONT			09/17/2018	Exterior Structure, Protective Treatment	Missing/failing paint	Staff Initiated
18- 000869	BRYNER, DOROTHY	707	SOUTH	MAIN			09/17/2018	Exterior Structure, Protective Treatment	Missing/failing paint	
18- 000870	VANDAMME, THOMAS E & DAWN M	603		PLEASANT	ST		09/18/2018	Littering	Trash and junk around home	
18- 000873	DAILEY, DELORES F	322	N	East			09/18/2018	Littering	Chair at curb	Staff Initiated
18- 000878	ROCHA, JOSE L	641	NORTH	WALNUT			09/18/2018	Violation Penalties	Illegal structure. No building permit.	Staff Initiated
18- 000878	ROCHA, JOSE L	641	NORTH	WALNUT			09/18/2018	Violation Penalties	Garage structure near alley, no permit, must be removed.	Staff Initiated
18- 000879	FEUCHT, EARL W & MARGARET L	624		WILLARD	ST		09/19/2018	Littering	Misc trash, litter, television, overgrowth of vegetation around the perimeter of house and garage.	
18- 000879	FEUCHT, EARL W & MARGARET L	624		WILLARD	ST		09/19/2018	Exterior Structure, Protective Treatment	Areas on buildings in need of paint as required by by 2012 IPMC	
18-	HEB LLC,	604	SOUTH	MAIN			09/19/2018	Exterior	Missing/failing paint	Staff

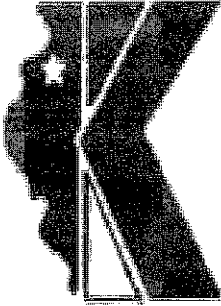
000880								Structure, Protective Treatment		Initiated
18-000881	ETC FBO FRANK PROCTOR IRA Z087971-W60274,	221		TENNEY	ST		09/19/2018	Exterior Structure, Roofs and drainage	roof showing signs of extreme wear and needs maintenance.	Staff Initiated
18-000882	MELENDEZ, EDWARD J & SALLY A	224		TENNEY	ST		09/19/2018	Exterior Structure, Roofs and drainage	Roofing showing signs of extreme wear.	Staff Initiated
18-000890	RUSK, SHAWN & STEPHANIE	430		EDWARDS	ST		09/19/2018	Exterior Structure, Protective Treatment	Areas of missing siding.	
18-000891	WOODS, WANDA S	516	NORTH	LEXINGTON			09/20/2018	Exterior Structure, General		Staff Initiated
18-000891	WOODS, WANDA S	516	NORTH	LEXINGTON			09/20/2018	Exterior Structure, Roofs and drainage	Roof needing repair. Tarps are not approved as roofing material.	Staff Initiated
18-000892	CALIBUR HOLDINGS LLC,	224	WEST	2ND	ST		09/20/2018	Exterior Structure, Protective Treatment	Missing siding at facade facing 2nd St. Open areas at the top of the building envelope at the rear of the building.	Staff Initiated
18-000892	CALIBUR HOLDINGS LLC,	224	WEST	2ND	ST		09/20/2018	Exterior Structure, Exterior walls	Open areas at the top of the building envelope at the rear of the building.	Staff Initiated
18-000894	PAREDEZ, GENISIS M	505		Grace			09/20/2018	Littering	Junk and trash around home.	Staff Initiated
18-000897	CRONAU, EDWARD WILLIAM	412	E	South			09/21/2018	Littering	Junk around home.front and back. General lawn clean up.	Staff Initiated
18-000898	AINLEY, PHILIP & ROSE	245	WEST	DIVISION			09/21/2018	Exterior Structure,	Missing siding	



								Protective Treatment		
18-000898	AINLEY, PHILIP & ROSE	245	WEST	DIVISION			09/21/2018	Exterior Structure, Premises identification		
18-000899	PAREDEZ, JUAN M	103		HOLLIS			09/21/2018	Exterior Structure, Protective Treatment	Missing siding	Staff Initiated
18-000900	INCE, JIMMY J	922	NORTH	TREMONT			09/21/2018	Exterior Structure, Roofs and drainage	Garage roof failing, open areas in roof, showing signs of needing new decking and shingles	Staff Initiated
18-000901	DEREU, ROBERT MICHAEL	124	WEST	9TH	ST		09/21/2018	Exterior Structure, Protective Treatment	missing/failing paint	Staff Initiated
18-000901	DEREU, ROBERT MICHAEL	124	WEST	9TH	ST		09/21/2018	Exterior Structure, Roofs and drainage	roof showing signs of failing structure, shingles showing signs of extreme wear.	Staff Initiated
18-000904	MAHNESMITH, MAE	215	SOUTH	CHESTNUT			09/25/2018	Littering	Junk by garage	Staff Initiated
18-000906	DRINKALL, KEVIN D	229	SOUTH	VINE			09/25/2018	Littering	Sofa at street	Staff Initiated
18-000908	RUMBOLD, MYRON H & LORI A	515		WILLOW	ST		09/25/2018	Storage and parking of vehicles and other personal property	Unlicensed/inoperable vehicle(s) in drive.	Staff Initiated
18-000908	RUMBOLD, MYRON H & LORI A	515		WILLOW	ST		09/25/2018	Littering	Junk around home.front and back. General lawn clean up.	Staff Initiated
18-	RUMBOLD, MYRON	515		WILLOW	ST		09/25/2018	Storage and	Parking in front yard .	Staff

000908	H & LORI A							parking of vehicles and other personal property		Initiated
18-000909	LONGEVILLE, LANCE A RLTR	511		WILLOW	ST		09/25/2018	Storage and parking of vehicles and other personal property	Unlicensed/inoperable vehicle(s) in drive total of 3. And one in front yard.	Staff Initiated
18-000909	LONGEVILLE, LANCE A RLTR	511		WILLOW	ST		09/25/2018	Littering	Trash and litter in yard and porch.	Staff Initiated
18-000914	GREENHAGEN, MARTIN	616		WILBUR			09/26/2018	Violation Penalties	Deck at front of house being constructed without a permit.	Staff Initiated
18-000915	DUARTE, DOROTEO & RASMUSSEN, DESTINY	1019		RAILROAD	AVE		09/26/2018	Fence - Permits Required; Compliance with Codes	Fence constructed without permit.	Staff Initiated
18-000924	STEAD, TIMOTHY A	125		BEACH ST S			09/28/2018	Littering	Chair at street	Staff Initiated
18-000927	SCOTT, DENNIS & DEIRDRE	102		HOULE	AVE		09/28/2018	Littering	Trash and litter in yard	Staff Initiated
18-000928	YEPSEN, KEVIN L	135	WEST	GARFIELD			09/28/2018	Littering	Wood. Junk pile and tool box in front of store building.	Staff Initiated





Kewanee PD

# Monthly UCR Code Report September 2018

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<u>Code</u>	<u>Description</u>	<u>Total</u>
		4683
0460	BATTERY:SIMPLE	7
0486	BATTERY:DOMESTIC BATTERY	5
0560	ASSAULT:SIMPLE	2
0610	BURGLARY:FORCIBLE ENTRY	1
0625	BURGLARY:RESIDENTIAL (FORCIBLE ENTRY)	2
0630	BURGLARY:ATTEMPTS-FORCIBLE ENTRY	2
0710	THEFT FROM MOTOR VEHICLE	2
0760	BURGLARY:FROM MOTOR VEHICLE	2
0810	THEFT:OVER \$300	2
0815	THEFT UNDER \$500	7
0820	THEFT:UNDER \$300	14
0825	THEFT OVER \$500	4
0841	THEFT:FINANCIAL IDENTITY-UNDER \$300	1
0850	THEFT:ATTEMPTS	1
0860	THEFT:RETAIL THEFT	13
0910	MOTOR VEHICLE THEFTS:AUTOS AND PARTS	6
10025	POSSESSION OF CANNABIS	1
1010	ARSON	2
1110	DECEPTION:DECEPTIVE PRACTICES	6
1120	DECEPTION:FORGERY	1
1137	DECEPTION:IDENTITY THEFT	3
1150	DECEPTION:CREDIT CARDS	1
1310	CRIMINAL DAMAGE TO PROPERTY	8
1320	CRIMINAL DAMAGE TO VEHICLE	7
1330	CRIMINAL TRESPASS TO LAND	6
1340	CRIMINAL DAMAGE TO GOVERNMENT SUPPORTED PROPERTY	1
1350	CRIMINAL TRESPASS TO STATE SUPPORTED LAND	9
1365	CRIMINAL TRESPASS TO RESIDENCE	1
1562	SEX OFFENSES:AGGRAVATED CRIMINAL SEXUAL ABUSE	1

<u>Code</u>	<u>Description</u>	<u>Total</u>
1563	SEX OFFENSES:CRIMINAL SEXUAL ABUSE	1
1730	CURFEW VIOLATION	1
1740	RUN-AWAYS (JUVENILES)	4
1755	CHILD ABANDONMENT	1
1770	TRUANCY	1
1780	NEGLECT OF CHILD	2
1821	CANNABIS CONTROL ACT:DLVRY CANNABIS 30 GM AND LESS	1
1910	CONTROLLED SUB ACT:POSS OF METHAMPHETAMINE	1
2020	CONTROLLED SUB.ACT:POSSESSION OF CONTROLLED SUB.	3
2040	CONTROLLED SUB.ACT:DELIV. OR POSS.W/INTENT TO DEL	1
2170	DRUG PARAPHERNALIA ACT:POSSESS DRUG EQUIPMENT	1
2171	POSSESSION OF DRUG PARAPHERNALIA	1
2230	LIQUOR CONTROL ACT VIOL:ILLEGAL CONSUMP. BY MINOR	2
2410	DRIVING UNDER INFLUENCE OF ALCOHOL	5
2430	TRANS. OF ALCOHOLIC LIQUOR	3
2440	RECKLESS DRIVING	1
2445	ACCIDENT - HIT AND RUN	2
2455	NO REGISTRATION	1
2461	OPERATE UNINSURED MOTOR VEHICLE	15
2465	IMPROPER USE OF REGISTRATION	1
2470	NO DRIVERS LICENSE	1
2475	MOTOR VEHICLE ANTI-THEFT LAWS	1
2480	SUSPEND/REVOKED DRIVERS LICENSE	18
2485	DRIVER AND PASSENGER SAFETY BELTS	5
2825	DISORDERLY CONDUCT:HARASSMENT BY TELEPHONE	4
2890	DISORDERLY CONDUCT:OTHER(NOT DRUNKENNESS)	2
3000	DISORDERLY CONDUCT:FIREWORKS	2
3710	INTERFER W/PUB.OFFIC:RESIST/OBSTRUCT/DISARM OFFICR	4
4387	VIOLATION OF ORDER OF PROTECTION	4
4505	SEX OFFENDER - FAILURE TO REGISTER	2
4870	DOMESTIC VIOLENCE	1
5081	IN-STATE WARRANT	18
6000	ABANDONED VEHICLE	7
6019	ACCIDENT - TICKET ISSUED	4
6020	ACCIDENT - TRAFFIC - DAMAGE ONLY	25
6021	ACCIDENT - HIT AND RUN - DAMAGE	11
6039	ACCIDENT - TRAFFIC - PD ONLY	1
6040	ACCIDENT - TRAFFIC - INJURY	1
6041	ACCIDENT - TRAFFIC - INJ UNK	1
6044	ACCIDENT - BICYCLE - INJURY	1
6060	ALARM - BUSINESS	11

<u>Code</u>	<u>Description</u>	<u>Total</u>
6065	ALARM - RESIDENCE	3
6070	ALARM - HOLDUP OR PANIC	1
6075	ALARM - VEHICLE - AUDIBLE	2
6100	AMBULANCE - EMERGENCY	16
6110	AMBULANCE - NON-EMERGENCY	2
6120	ANIMAL - BARKING DOG	5
6130	ANIMAL - CITATION	1
6150	ANIMAL - DOG AT LARGE	49
6151	ANIMAL - OTHER AT LARGE	2
6160	ANIMAL - DOG BITE	4
6170	ANIMAL - TAKEN TO IMPOUND	17
6171	ANIMAL - RELEASE/REDEMPTION RECEIPT	5
6180	ANIMAL - LOST/FOUND	19
6190	ANIMAL - NEGLECT/ABUSE	10
6210	ANIMAL - OTHER COMPLAINT	8
6220	ANIMAL - SICK/INJURED	3
6280	ASSIST - BUSINESS	6
6290	ASSIST - CITIZEN	38
6300	ASSIST - COURT SECURITY	7
6320	ASSIST - HCSO	18
6340	ASSIST - OTHER AGENCIES	5
6350	ASSIST - OTHER PUBLIC WORKS DEPT	1
6360	ASSIST - OTHER LAW ENFORCEMENT AGENCIES	3
6370	ASSIST - SCHOOLS	1
6390	ASSIST - TRANSIENT	1
6410	ATV/MINI BIKE COMPLAINT	5
6431	BICYCLE - FOUND BICYCLE	7
6490	CHECK BUSINESS	64
6500	CHECK OPEN DOOR	5
6510	CHECK RESIDENCE	4
6520	CHECK WELFARE	32
6530	CHILDREN PLAYING IN STREET	9
6540	CITY ORDINANCE VIOLATION - OTHER	3
6555	CIVIL STAND BY	10
6560	CIVIL COMPLAINT - OTHER	23
6561	CIVIL COMPLAINT - CUSTODY VIOLATIONS	4
6571	DAMAGE TO PROPERTY - NON CRIMINAL	1
6580	COURT / ON DUTY	3
6593	CRIME SCENE TECHNICIAN	4
6595	SEX OFFENSE:CRIMINAL SEXUAL ABUSE	1

<u>Code</u>	<u>Description</u>	<u>Total</u>
6640	DEATH INVESTIGATION - APPARENT NATURAL CAUSES	1
6670	DISPERSE GROUP	2
6680	DISTURBANCE - CIVIL	1
6690	DISTURBANCE - DOMESTIC	60
6700	DISTURBANCE - FIGHTS-RIOTS-BRAWLS	23
6705	DISTURBANCE - NEIGHBORHOOD TROUBLE	2
6710	DISTURBANCE - JUVENILE	3
6715	DISTURBANCE - OTHER	7
6720	ESCORT BANK	18
6730	ESCORT OTHER	8
6750	EVIDENCE TECH	2
6770	EXTRA PATROL	4
6790	FINGERPRINTING	16
6800	FIRE CALLS - OTHER	4
6803	FIRE CALLS - STRUCTURE	3
6806	FIRE CALLS - CARBON MONOXIDE	1
6810	FOLLOW - UP	91
6820	HANDICAP PARKING VIOLATIONS	2
6821	HARASSMENT	23
6865	HOUSING AUTHORITY GUEST PASS	21
6880	ILLEGAL BURNING	13
6890	ILLEGAL DUMPING	1
6910	INTOXICATED PERSON	1
6940	JUVENILES - OTHER PROBLEMS	13
6980	LITTERING	1
6990	LIVESTOCK	3
6999	PREMISE ALERT	1
7000	LOST/FOUND ARTICLES	16
7001	LOST ARTICLES	1
7010	LOUD NOISE	16
7040	MENTAL PATIENT	29
7050	MENTAL PATIENT - ATTEMPTED SUICIDE /THREAT	6
7080	MISCHIEVOUS CONDUCT	2
7090	MISSING PERSON - ADULT	3
7100	MISSING PERSON - JUVENILE OTHER	5
7110	MOTORIST ASSIST - OTHER	14
7120	OBSTRUCTION OF PUBLIC RIGHT OF WAY	7
7140	OFFICIAL NOTICES - VEHICLES	1
7175	OTHER PUBLIC COMPLAINTS	25
7190	PAPER SERVICE - ATTEMPT	5
7230	PAPER SERVICE - OTHER	4

<u>Code</u>	<u>Description</u>	<u>Total</u>
7250	PARKING COMPLAINT	22
7280	PATROL - FOOT	5
7290	PICKUP - DELIVERY	3
7310	PRISONER TRANSPORT	5
7350	REMOVE UNWANTED SUBJECT	23
7360	REPOSSESSION	7
7375	SCAMS - ACTUAL	3
7376	SCAMS - ATTEMPTED	7
7383	SCHOOL - WALK THROUGH	3
7384	SCHOOL - AREA CHECK	1
7385	SCHOOL - INFORMATION	2
7400	SEX OFFENDER - REGISTRATION	22
7401	SEX OFFENDER - FAILURE TO REGISTER	2
7410	SKATEBOARDERS- ROLLERBLADES	1
7420	SMOKE REPORT - GAS SMELL	2
7440	SOLICITATION COMPLAINT	2
7450	SPECIAL ASSIGNMENT	5
7455	STOLEN PROPERTY - RECOVERED	1
7470	SUSPICIOUS ACTIVITY	25
7480	SUSPICIOUS AUTO	16
7490	SUSPICIOUS NOISE	3
7500	SUSPICIOUS PERSON	21
7560	TRAFFIC COMPLAINT	45
7590	TRAFFIC STOP	170
7600	TRAFFIC STOP - CITATION	45
7610	TRAFFIC STOP - WRITTEN WARNING	74
7645	TREE DOWN	1
7650	UTILITIES COMPLAINT	5
7666	WARRANT - ATTEMPT	5
7680	WIRE DOWN	3
7690	911 -HANG UP	51
7700	911-MISDIAL	11
7720	911-VOIP CALL	1
7730	911- WIRELESS CALL	24
7740	911- TEST CALL	1
7760	911 - OPEN LINE	26
7780	911 - UNLAWFUL USE OF 9-1-1	14
7800	DELIVER MESSAGE	6
7810	PROBATION - HOME VISIT	3
8000	STATION INFO - INFO NOT LISTED ELSEWHERE	63

<u>Code</u>	<u>Description</u>	<u>Total</u>
8901	ORIDINANCE CITATION	1





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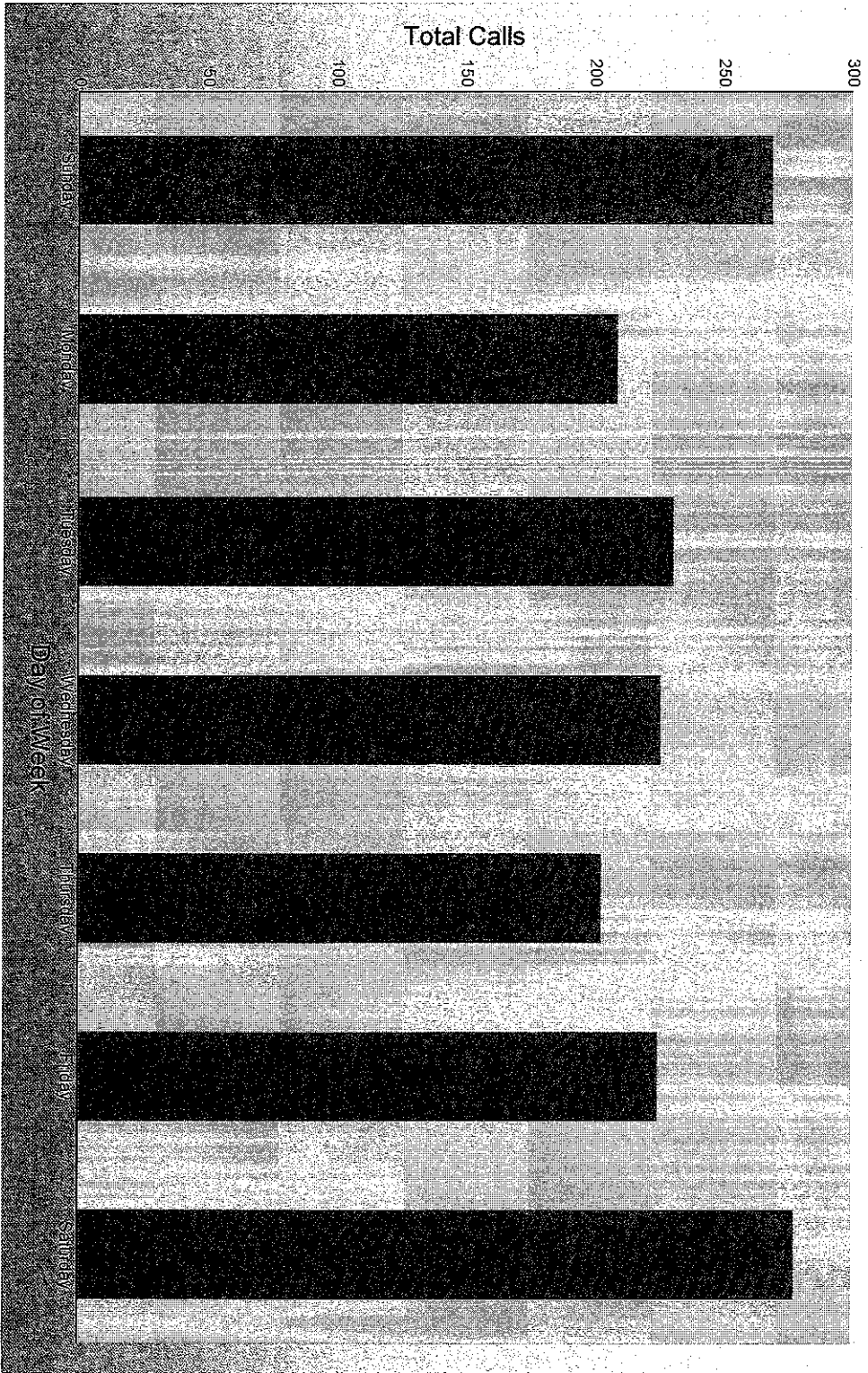
# Calls For Service by Time and Day

## September 2018

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
0000 - 0059 Hrs	13	9	7	4	2	4	14	53
0100 - 0159 Hrs	14	8	1	7	3	4	7	44
0200 - 0259 Hrs	11	3	4	8	3	9	9	47
0300 - 0359 Hrs	2	1	2	6	7	9	1	28
0400 - 0459 Hrs	2	1	4	3	4	3	8	25
0500 - 0559 Hrs	3	3	5	7	6	6	5	35
0600 - 0659 Hrs	11	4	4	1	5	8	7	40
0700 - 0759 Hrs	6	5	6	3	5	5	4	34
0800 - 0859 Hrs	5	7	9	10	5	7	3	46
0900 - 0959 Hrs	1	9	14	17	7	13	4	65
1000 - 1059 Hrs	4	5	11	10	14	10	8	62
1100 - 1159 Hrs	12	16	12	7	8	7	15	77
1200 - 1259 Hrs	19	6	8	14	5	11	12	75
1300 - 1359 Hrs	7	11	10	14	12	12	21	87
1400 - 1459 Hrs	20	16	12	6	13	13	14	94
1500 - 1559 Hrs	13	20	12	10	15	13	16	99
1600 - 1659 Hrs	15	13	23	18	23	15	9	116
1700 - 1759 Hrs	11	22	13	12	15	16	17	106
1800 - 1859 Hrs	16	12	13	16	9	6	16	88
1900 - 1959 Hrs	18	12	22	17	10	14	20	113
2000 - 2059 Hrs	11	9	9	12	7	14	23	85
2100 - 2159 Hrs	14	7	15	8	9	12	20	85
2200 - 2259 Hrs	22	7	9	10	4	9	14	75
2300 - 2359 Hrs	19	3	6	6	12	5	11	62
<b>Total</b>	<b>269</b>	<b>209</b>	<b>231</b>	<b>226</b>	<b>203</b>	<b>225</b>	<b>278</b>	<b>1,641</b>

# September 2018

## Total Calls by Day

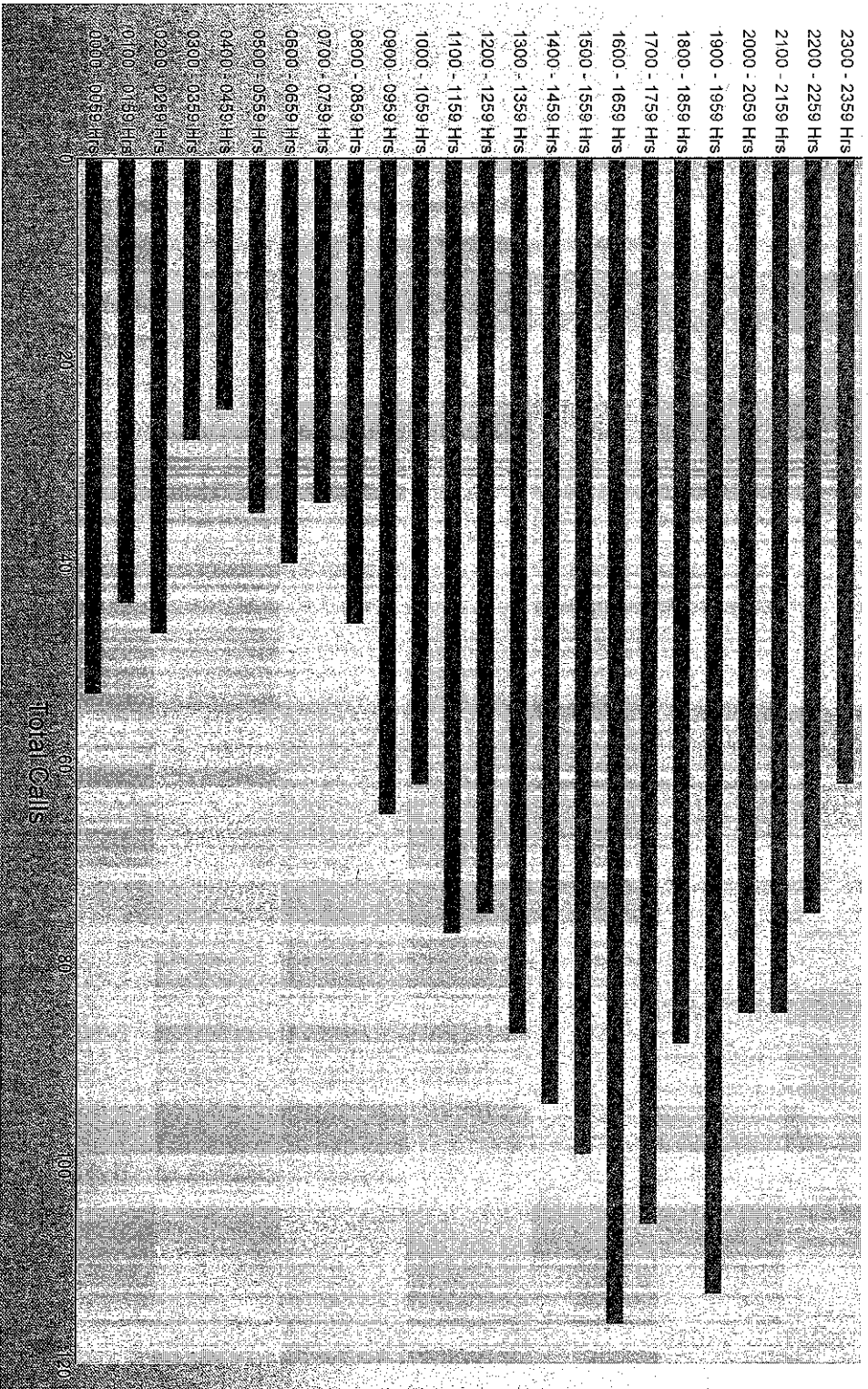


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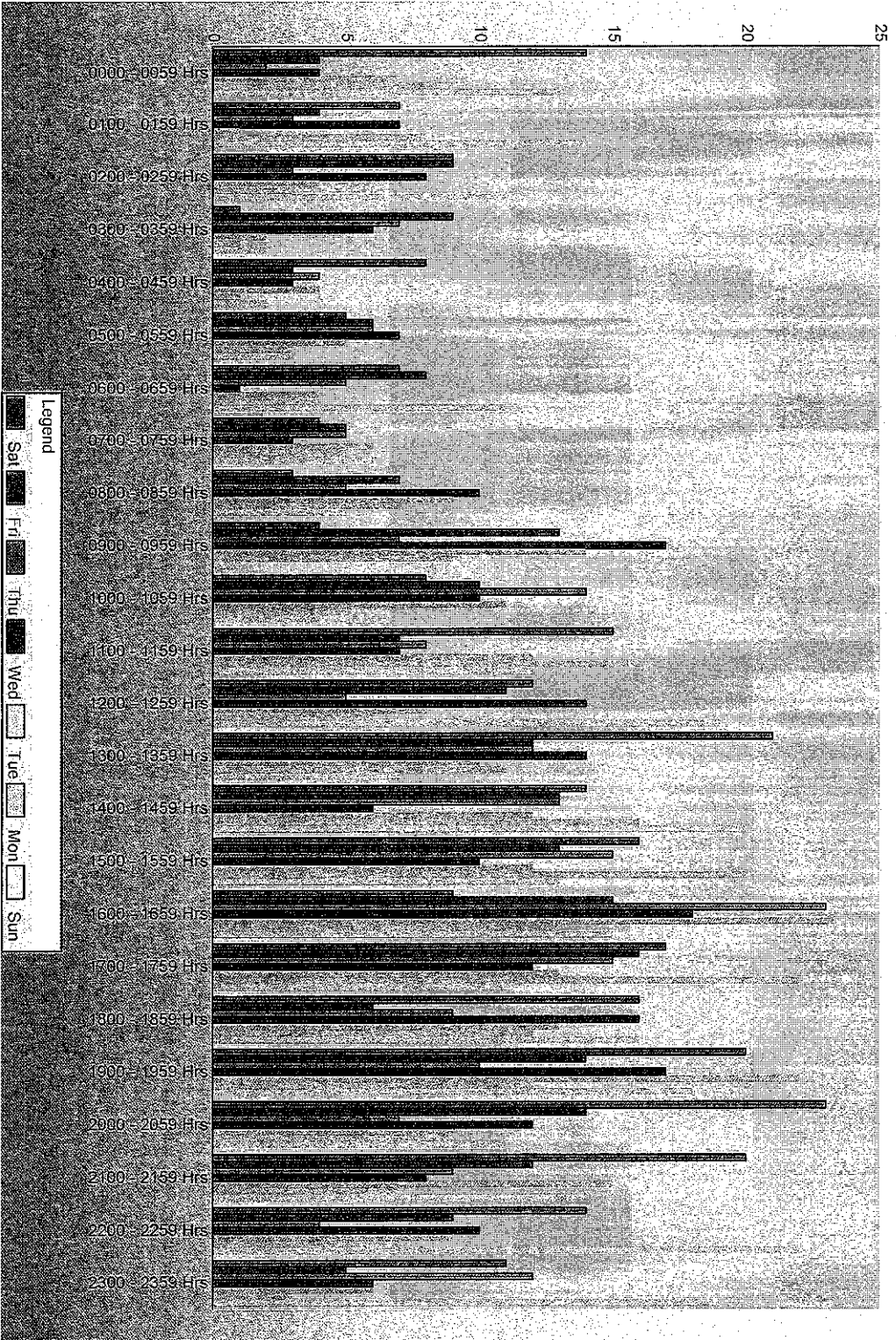
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# September 2018

## Total Calls by Hour



# September 2018 Total Calls by Hour and Day





401 E. Third St.  
Kewanee, IL 61443  
Phone: 309-852-2611  
Fax: 309-856-6001

## **August 2018 Public Works Department Report**

The Sanitation Division picked up **680,120** lbs of curbside garbage, **78,200** lbs of curbside recycling and **49,700** lbs of curbside landscape waste in the month of **August 2018**.

The Water Division replaced **8** curbstops and repaired **9** leaking water service lines. The Water Division repaired **1** water main breaks. They delivered **104** red tag notices that resulted in **24** water services being shut-off at the curbside. Of those delinquent accounts **16** have been paid and service re-instated. Water staff terminated **6** water services that made the list of properties that are up for demolition. The water staff replaced 2 fire hydrants and repaired 2 fire hydrants. The water staff replaced **81** mxu/meters and had **86** customer water service or account transfers. The water crew performed **9** leak checks for water account customers. The water division had **11** after hour's customer assist service calls.

The Street Division picked up **147** cubic yards of bulk brush. The Street/Sewer handled **8** after hour's customer assist service calls. Both the Street and Sanitation Divisions have been re-establishing the right of ways and replacing sidewalks after sewer repairs and tree removals. The Street Division has been replacing damaged signs as needed. The street and sanitation staff have been trimming low hanging limbs that are within the right of way. The crew provided traffic control multiple times for the Tenney St. CIPP project and dye testing to confirm active sewer lateral connections. The Street and Sewer crews assisted Ratliff Bros. with emergency sewer repairs in the 100 block of Lyle Ave. The crew also replaced the pavement in the 800 block of N. Elm St. from a previous sewer repair.

The Sewer camera crew has been cleaning and televising trouble areas (roots cut out of sanitary sewer on S. Park St.) throughout the system.

Public works located **224** utility Julie locates for the Julie 1 call system. The Public Works also assisted with traffic control, picked up 11,760 lbs of trash and supplied temporary water service for the Hog Festival.

Rod Johnson  
Public Works Operation Manager





## MEMORANDUM

**Date:** October 5, 2018  
**From:** Gary Bradley, City Manager  
**To:** Mayor & Council  
**RE:** Request for street closure

The Kewanee Historical Society has requested the closure of a portion of Tremont Street between Central Boulevard and 1st Street from 1 PM to 2:30 PM to ensure public safety during a dedication ceremony for a sign commemorating Abraham Lincoln's visit to Kewanee.

Staff presented the Historical Society with 3 options for the closure. The selected option still provides access for parking south of the post office and in front of the 1st Baptist Church. Both the library and post office will be closed for business during the hours of the event, so there will be no impact on their operations. The owner of Country Morning Coffee was contacted about the proposed closure and indicated that the closure will not have an impact on their business, either.



Tavern on Beach, LLC.  
611 Beach St.  
Kewanee, IL 61443

To the City Council,

I am requesting permission for use of the alley to the north of the property from Beach St. to Franklin St. on Saturday the 27<sup>th</sup> of Oct. 2018 from 11AM to 11PM. We will be holding our 3<sup>rd</sup> annual Halloween Scavenger Hunt followed by a costume party. I would also like to hire Matt Bullock's band "Slight Risk" to play outside between 6PM-10PM that evening.

All municipality and state laws will be abided by all staff and patrons. All temporary structures such as tent shelters, band equipment, and seating will be removed promptly at the end of requested time. Any remaining debris or garbage will be cleared from the vicinity as well.

We would like to thank the City Council, Mayor Looney, and Kewanee for this consideration and opportunity.

Sincerely,  
Matthew Jenkin

A handwritten signature in black ink, appearing to read "Matthew Jenkin", with a stylized flourish at the end.

SYS DATE:10/05/18

CITY OF KEWANEE  
A / P W A R R A N T L I S T  
REGISTER # 173  
Friday October 05,2018

SYS TIME:12:30  
[NW1]

DATE: 10/05/18

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 1-800-RADIATOR & A/C 53160402	62-45-613	FREIGHTLINER RADIATOR	442.00	442.00
01 AIRGAS MID AMERICA 9080404884	52-93-619	WWTP-MAINT SUPS	22.08	22.08
01 AMEREN ILLINOIS D092618 D092718P	01-52-571 01-21-539	BERRIEN PARK-ELECTRICITY POUND - ELECTRICITY	334.56	169.56 165.00
01 ANDERSON, GRANT 18-25E 18-25E	01-22-562 01-22-651	MEAL REIMBURSEMENT AIRPACK BATTERIES	122.78	118.78 4.00
01 AUCA CHICAGO MC LOCKBOX 1591563167 1591571374	62-45-471 62-45-471	UNIFORM RENTAL UNIFORM RENTAL	74.45	36.96 37.49
01 AZAVAR AUDIT SOLUTIONS 145943	01-11-929	CONTINGENCY-ELEC AUDIT	2.32	2.32
01 B & B PRINTING 22149	01-21-553	ISP SFST CARDS	28.50	28.50
01 BARASH & EVERETT, LLC D092718 D092718	21-11-533 21-11-533	SEPT RETAINER REIMB EXPS & FEES	6394.10	6250.00 144.10
01 BREEDLOVE'S SPORTING GOODS 35297 35297 35367	01-22-471 01-22-473 57-44-473	SHOOK-UNIFORM ALLOWANCE NAME PLATES SAFETY GREEN T-SHIRTS	212.55	169.55 12.00 31.00
01 CAMBRIDGE TELCOM SERVICES INC D100918 D100918PD	01-11-537 01-21-552	FIBER INTERNET-CITY HALL FIBER INTERNET-POLICE	760.00	485.00 275.00
01 CITY OF KEWANEE - HEALTH CARE HLTH-10/18 HLTH-10/18 HLTH-10/18 HLTH-10/18 HLTH-10/18 HLTH-10/18 HLTH-10/18 HLTH-10/18 HLTH-10/18 HLTH-10/18 HLTH-10/18 HLTH-10/18 HLTH-10/18	01-11-451 01-21-451 01-22-451 01-41-451 01-52-451 01-65-451 51-42-451 52-43-451 57-44-451 58-36-451 62-45-451	HEALTH INS - F&A HEALTH INS - POLICE HEALTH INS - FIRE HEALTH INS - PW HEALTH INS - PARKS HEALTH INS - COM DEV HEALTH INS - WATER HEALTH INS - SEWER HEALTH INS - SANIT HEALTH INS - CEM HEALTH INS - FLEET	97361.17	1674.12 36427.96 28464.37 6707.55 457.54 1307.27 8814.17 2583.84 6817.69 2407.21 1699.45
01 CNA SURETY D111818AEH	01-21-549	RENEW NOTARY BOND-AEH	30.00	30.00
01 COLWELL, BRENT 179544 179545	01-65-549 01-65-549	ELECTRICAL INSPECTION ELECTRICAL INSPECTION	50.00	25.00 25.00
01 COMCAST CABLE D081518D2	38-71-549	INTERNET - DEPOT	659.20	119.85



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D081518NWP2	51-93-552	INTERNET VPN-NWTP		114.85
D081518SWP2	51-93-552	INTERNET VPN-SWTP		94.90
D091518D	38-71-549	INTERNET - DEPOT		119.85
D091518NWP	51-93-552	INTERNET VPN-NWTP		114.85
D091518SWP	51-93-552	INTERNET VPN-SWTP		94.90
01 COSTIN MACHINE & PARTS CO 48673	62-45-613	HOSE	82.45	82.45
01 DOOLEY BROS PLUMBING 4.2028	51-93-512	REPLACE SPOOL PIECE	1072.32	827.32
4.2034	52-93-512	BLOCKAGE-WASTING LINE		245.00
01 EAGLE ENTERPRISES RECYCLING IN D093018	57-44-583	RECYCLING-SEPT 2018	2419.50	2419.50
01 EASTERN IOWA TIRE, INC 100057055	62-45-613	TRUCK TIRES-STOCK	843.56	528.56
100057062	62-45-612	LOADER WHEEL		315.00
01 FACTORY TIRE OUTLET D091918	01-41-929	DISPOSAL 2 TIRES	15.00	15.00
01 FRIENDS OF THE ANIMALS 628658	01-21-539	SEMI-MONTHLY CONTRACT PAYMENT	1333.33	1333.33
01 FRONTIER COMMUNICATIONS CORPOR D091918	01-41-552	PW-LOCAL PHONE	1453.39	223.84
D091918	54-54-552	PARKS-LOCAL PHONE		38.29
D091918	01-11-552	F&A-LOCAL PHONE		263.08
D091918	01-22-552	FIRE-LOCAL PHONE		176.42
D091918	52-93-552	WWTP-LOCAL PHONE		121.41
D091918	57-44-552	SANIT-LOCAL PHONE		42.69
D091918	51-93-552	WTP-LOCAL PHONE		49.86
D091918	01-21-552	POLICE-LOCAL PHONE		63.19
D091918	58-36-552	CEMETERY-LOCAL PHONE		60.42
D091918	62-45-552	FLEET-LOCAL PHONE		54.46
D091918PD	01-21-552	POLICE-LOCAL PHONE		359.73
01 GALVA IRON & METAL CO INC 34225	01-21-539	CITY POUND-ALUMINUM	1270.00	1270.00
01 GALESBURG ELECTRIC 409420	52-93-512	WWTP-CORD CONNECTORS	14.54	14.54
01 GETZ FIRE EQUIPMENT CO I1-747953	54-54-511	ANNUAL SERVICE	62.50	62.50
01 THOMPSON TRUCK & TRAILER, INC X203023411:01	62-45-613	HEATER ASSY & CAP	159.31	159.31
01 HAYES, RAY JR 5569	52-43-515	PUSH SPOILS @ XFER ST	560.00	560.00
01 HEART TECHNOLOGIES INC 19480	38-71-549	POWER SUPPLY DOOR ALARM	861.90	861.90
01 HENRY SCHEIN, INC 56771346-001	01-22-612	CREDIT ON ACCOUNT	300.00	60.00-
57753837	01-22-612	MEDICAL SUPPLIES		360.00
01 HENRY COUNTY STATE'S ATTORNEY			500.00	

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246799	01-21-552	LEADS ONLINE SHARE		500.00
01 IMEG CORPORATION 18000781.00-8	31-71-532	EAST ST FAU/ENGINEERING	17182.00	17182.00
01 INTERSTATE BATTERY SYSTEMS OF 10124329	62-45-652	AAA BATTERIES	254.10	19.20
10124330	62-45-613	BATTERY - STOCK		118.95
10124331	62-45-613	BATTERY - CEMETERY TRK		115.95
01 INTERNATIONAL ASSOCIATION OF C 0007204	01-21-561	MEMBERSHIP DUES	125.00	125.00
01 J AND L SEPTIC SERVICE INC D091918	54-54-549	PUMP SEPTIC-FR PARK	2300.00	250.00
D092718	57-44-511	PUMP HOLDING TANKS		2050.00
01 KEWANEE CHAMBER OF COMMERCE 4180	01-65-518	DOWNTOWN CLEANUP	80.00	80.00
01 KEWANEE FIRE PENSION FUND 2018-2	71-14-462	2ND DIST PROP TAXES	198219.17	198219.17
01 KEWANEE POOL & SPA 18625	52-93-656	LIQUID CHLORINE 12.5%	44.16	44.16
01 KEWANEE POLICE PENSION FUND 2018-2	72-14-462	2ND DIST PROP TAXES	193433.69	193433.69
01 KEWANEE ROTARY CLUB FOUNDATION D103118	01-11-562	ROTARY MEALS - GB	50.00	50.00
01 KIMBALL MIDWEST 6622885	62-45-830	FLEET-STORAGE HARDWARE	123.21	111.22
6622885	62-45-652	FLEET-HAND WIPES		11.99
01 KIWANIS CLUB OF KEWANEE 282	01-11-561	QTRLY DUES - GB	114.00	16.50
282	01-11-562	QTRLY MEALS - GB		97.50
01 KLAVOHN, SUSAN J D092618	01-41-617	SIDEWALK REIMBURSEMENT	680.52	680.52
01 LAMCO 733865	01-41-617	REMOVE/REPLACE SIDEWALK	3600.00	200.00
733865	01-41-581	REMOVE 3 TREES/STUMPS		3400.00
01 LAVERDIERE CONSTRUCTION INC D092118	52-43-515	LATERAL & STORM REPAIRS	50477.01	50477.01
01 MIDWEST WHEEL COMPANIES INC 1337673-00	62-45-613	CONNECTORS	9.03	9.03
01 MOLS, MATTHEW 18-26E	01-22-562	MEAL REIMB-CLASS WK 1	361.97	181.35
18-29E	01-22-562	MEAL REIMB CLASS WK 2		168.64
18-29E	01-22-651	AIRPACK BATTERIES		11.98
01 MOORE TIRES KEWANEE K12500	62-45-513	TIRE REPAIR	167.75	35.00
K12511	62-45-613	TIRES - FIRE CAR		132.75
01 MUNICIPAL MARKING DISTRIBUTORS 24590	51-42-652	MARKING PAINT	1086.04	336.00
24590	52-43-652	MARKING PAINT		336.00

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24590-1	51-42-652	MARKING PAINT		207.02
24590-1	52-43-652	MARKING PAINT		207.02
01 MUTUAL WHEEL CO INC 403518	62-45-613	FLEET-BUG CLEANER	8.99	8.99
01 NEWTON, KEVIN D100118	58-36-473	BOOT ALLOWANCE	176.60	176.60
01 WALLEN, PETE D093018	38-71-549	JANITORIAL SERVICES	1250.00	1250.00
01 O'REILLY AUTOMOTIVE STORES, IN 1143-292258	62-45-830	BRAKE LATHE	247.39	24.41
1143-292306	62-45-612	FILTERS		7.32
1143-292684	62-45-830	IMPACT DRIVER		11.99
1143-292740	62-45-830	WARRANTIED DRIVER		11.99-
1143-293212	62-45-830	BITS		28.00
1143-293468	58-36-652	CEMETERY-OPER SUPS		6.99
1143-294599	52-93-619	WWTP-MAINT SUPS		26.76
1143-295668	62-45-613	AIR COUPLER		6.29
1143-295877	52-93-512	BATTERY-TRUCK		112.91
1143-297021	62-45-613	HYD HOSE & CRIMP		19.72
1143-297264	01-52-830	PARKS-GLOVES		14.99
01 OFFICE SPECIALISTS INC 1024766-0	38-71-611	CITY HALL SUPPLIES	184.60	62.31
1025215-0	38-71-611	CITY HALL SUPPLIES		52.93
1025404-0	01-11-537	COMPUTER SERVICES		69.36
01 OFFICE MACHINE CONSULTANTS INC IN153971	01-21-512	COPIER MONTHLY MAINT	146.39	97.40
IN154799	01-21-512	COPIER MONTHLY MAINT		48.99
01 PANTHER UNIFORMS INC 21309	01-21-471	UNIFORM - SLUSSER	321.75	321.75
01 PDC LABORATORIES INC I9338836	51-93-542	WATER TESTING	36.00	36.00
01 PERFORMANCE PIPELINING, INC 1847.1	52-43-615	RELINE SEWER-TENNEY	44200.00	44200.00
01 PEST DOCTOR 26658	38-71-549	MUN BLDG PEST CONTROL	205.00	60.00
26659	01-22-580	FIRE ST 2 PEST CONTROL		20.00
26717	57-44-580	XFER ST PEST CONTROL		125.00
01 POWELL, ADAM J 18-27E	01-22-562	MILEAGE & MEAL REIMB	437.56	230.31
18-28E	01-22-562	MILEAGE & MEAL REIMB		207.25
01 PUBLIC SAFETY CENTER INC 5825376	01-22-612	MEDICAL SUPPLIES	126.80	126.80
01 PUMP SUPPLY INC 62965-01	52-93-850	EBARA PUMP 75HP	36161.38	36161.38
01 RATLIFF BROS & CO 15051	52-43-515	ROADWAY & DRIVE-E CHURCH	21620.00	2000.00
15052	52-43-515	CIPP SPOT REPAIRS		16840.00

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15053	52-43-515	LYLE ST SEWER REPAIR		2780.00
01 S&S INDUSTRIAL SUPPLY			8.99	
4757080 RI	62-45-613	HARDWARE & CLEANER		8.99
01 SHOOK, KEVIN			49.00	
D092318	01-22-471	UNIFORM ALLOWANCE		49.00
01 SIZEMORE, MIKE			2500.00	
D092518	02-61-930.3	DEMO GRANT-620 COMMERCIAL		2500.00
01 SNAP-ON TOOLS			293.00	
9171837306	62-45-830	IMPACT EXTENSION SETS		293.00
01 STAR-COURIER			462.40	
39172-173	01-65-595	DEMO BID NOTICES		197.20
SC101218	01-11-553	ANNUAL SUBSCRIPTION		265.20
01 SULLIVAN DOOR COMPANY			85.00	
63104	38-71-549	WEST MIDDLE DOOR REPAIR		85.00
01 SWEARINGEN, STEPHEN			177.78	
D091918	52-43-473	CLOTHING/BOOT ALLOWANCE		177.78
01 TRIANGLE CONCRETE INC			2906.25	
9484	01-41-617	HY-EARLY SIDEWALK REPAIRS		718.75
9484	51-42-615	HY-EARLY SERV LINE REPAIR		343.75
9484	52-43-615	HY-EARLY SEWER REPAIRS		1843.75
01 TRUCK COUNTRY OF IOWA			197.88	
X106342449:01	62-45-613	PLUGS & GASKET		197.88
01 USA BLUEBOOK			39.45	
691890	52-93-653	FLUKE VOLTAGE DETECTOR		39.45
01 U.S. CELLULAR			410.26	
269760911	01-41-552	CELLULAR SERVICE-PW		156.87
269760911	01-11-552	CELLULAR SERVICE-CM		60.31
269760911	58-36-552	CELLULAR SERVICE-CEM		52.29
269760911	01-65-552	CELL SERV & TABLETS-CD		95.53
269760911	58-36-552	WIFI HOTSPOTS		22.63
269760911	54-54-552	WIFI HOTSPOTS		22.63
01 VALUE TESTERS			1370.00	
AB3127	51-42-653	MAGNETIC LOCATORS		1370.00
01 VERIZON WIRELESS			807.09	
9814592116	01-21-552	POLICE-CELLULAR SERVICE		807.09
01 WALMART COMMUNITY			257.54	
1346	38-71-611	CITY HALL SUPPLIES		21.79
6049	01-22-652	FIRE - OPER SUPS		66.69
6049	01-22-612	FIRE - MEDICAL SUPS		8.88
7000	01-21-651	POLICE-OFFICE SUPS		37.76
8963	01-21-651	POLICE-OFFICE SUPS		35.02
9940	38-71-611	CITY HALL SUPPLIES		87.40
01 ZIMMERMAN, CAROL			200.00	
D092418	01-22-563	PALS CLASS/CARDS		200.00
** TOTAL CHECKS TO BE ISSUED			700636.26	

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
GENERAL FUND			89899.75	
ECONOMIC DEVELOPMENT			2500.00	
PUBLIC BENEFITS FUND			6394.10	
NHR SALES TAX INFRASTRUCTURE IMP			17182.00	
CAPITAL MAINTENANCE/MUN. BLDG.			2721.03	
WATER FUND			12403.62	
SEWER FUND			158793.09	
FRANCIS PARK			373.42	
SANITATION			11485.88	
CEMETERY FUND			2726.14	
CENTRAL MAINTENANCE			4504.37	
FIRE PENSION FUND			198219.17	
POLICE PENSION FUND			193433.69	
*** GRAND TOTAL ***			700636.26	
TOTAL FOR REGULAR CHECKS:			699,302.93	
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 MISKINIS, JOHN 350 0016	09/24/18 38-71-549	54886 SERVICE NEON SIGN	550.00	550.00
74 HEALTH CARE SERVICE CORPORATION	10/02/18	1265A	134496.09	
351 SD 09/18	74-14-451	HEALTH INS CLAIMS		229442.81
351 SD 09/18	74-14-452	STOP LOSS SPECIFIC		94946.72-
74 SISCO 350 D091418	09/28/18 74-14-451	1261A DENTAL/VISION CLAIMS	771.49	771.49
74 SISCO 350 D092118	09/28/18 74-14-451	1262A DENTAL/VISION CLAIMS	2720.99	2720.99
74 SISCO 351 D092818	10/02/18 74-14-451	1263A DENTAL/VISION CLAIMS	977.29	977.29
74 SISCO 351 192883	10/02/18 74-14-451	1264A DENTAL/VISION ADM FEES	6699.00	399.00
351 192883	74-14-549	BROKER FEES		6300.00

\*\* TOTAL MANUAL CHECKS REGISTERED 146214.86

=====

REPORT SUMMARY

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CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	700636.26	550.00	701186.26
74	.00	145664.86	145664.86
TOTAL CASH	700636.26	146214.86	846851.12

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	89899.75	.00	89899.75
02	2500.00	.00	2500.00
21	6394.10	.00	6394.10
31	17182.00	.00	17182.00

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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	DISTR
REG#   INV NO	G/L NUMBER	DESCRIPTION		

=====

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
38	2721.03	550.00	3271.03
51	12403.62	.00	12403.62
52	158793.09	.00	158793.09
54	373.42	.00	373.42
57	11485.88	.00	11485.88
58	2726.14	.00	2726.14
62	4504.37	.00	4504.37
71	198219.17	.00	198219.17
72	193433.69	.00	193433.69
74	.00	145664.86	145664.86
<hr/>			
TOTAL DISTR	700636.26	146214.86	846851.12

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September 28, 2018

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

RE: Report from Plan Commission for September 27, 2018 Meeting.

The Plan Commission convened at 7:00 p.m. on September 27, 2018 Kewanee City Hall, Council Chambers. Commission members Costenson, Minella and Milroy were absent. For business, there was one Special Use Permit application upon which to conduct a public hearing.

**Case Number 1:**

**Parcel 20-33-253-007 Located at 309 E 3<sup>rd</sup> St., Special Use Permit for a Multiple Family Dwelling.**

**Property Owner:** John Beaman, 1006 Madison Ave., Kewanee, IL. 61443.

**Address:** 309 E 3<sup>rd</sup> St.

**Legal Description:** E75 LOT 10 BLK 8 BLISHS ADD CITY OF KEWANEE [EZ], Henry County, Illinois.

**Location:** Near the middle of the 300 block of East Third St on the South side of the street.

**Dimensions:** 75 feet East to West, 64 feet North to South

**Area:** 0.11 Acres or 4800 Square feet, approximately.

**Existing buildings or uses:** Lawful Nonconforming Single-Family Dwelling, Attached Garage.

**Current Zoning District:** B-3 Business and Wholesale District.

**Surrounding Zoning:** B-3 Business and Wholesale District to the East, South and West. M-1 Manufacturing District, Limited District to the North.

**Existing Land Use:** High Density Residential.

**Proposed Land Use Map:** Commercial.

**Background Information:**

John Beaman purchased the subject property in July of 2017. According to water billing information, the property has been vacant since 2007. When Beaman purchased the property, it had overgrown bushes across the front and was in need of many repairs. Beaman has made many improvements to the property as follows: updated the electrical service and wiring, plumbing repairs, new plumbing fixtures, new drywall and flooring, new siding, new deck at the West side of the house, new doors and windows, new insulation, new porch roof at front of house, new roof and gutters. The house has an upstairs and a downstairs apartment. The upstairs apartment uses the deck and entrance at the West side of the house and the downstairs apartment uses the front porch and entrance facing North (3<sup>rd</sup> St side).



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After the work was done, Beaman rented the property out, not realizing that a Special Use Permit would be required. After being notified, Beaman immediately came to City Hall to pay and apply for the Special Use Permit.

When referencing the Zoning Map, it is noted that an R-5 Multiple Family Dwelling District exists within one and a half blocks to the East and to the South. When inspecting the area of the subject property, there exists several other residential properties located within the same B-3 district and one larger apartment building located at 214 E 2<sup>nd</sup> St.

The City has no argument against the requested Special Use.

### Special Use Permit Criteria (155.157 C)

- (1) That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community;
- (2) That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or injurious to property values or improvements in the vicinity, and
- (3) That the proposed use will comply with the regulations and conditions specified in this chapter for such use, and with the stipulations and conditions made a part of the authorization granted by the Council.

### The Public Hearing:

At 7:00 p.m. on September 27, 2018, the hearing on the proposed Special use Permit to allow a multiple family dwelling at 309 E. Third St. was held. **John Beaman Jr.** of Kewanee, Illinois, was present to represent the application for his father.

- Beaman stated that when his father purchased the property he was not aware that a duplex was not permitted as a lawful use as there are other apartment building uses in the area.
- Beaman stated that, after it was pointed out that a Special Use Permit was needed, they wanted to make sure to follow the rules.
- Beaman stated that the downstairs apartment is 1 bedroom and the upstairs is 2 bedrooms and that both apartments are just under 1000 sq ft apiece.
- Morrison inquired about off street parking areas. Beaman stated there is a 1 car garage and driveway. There is also an area to park on the West side that the tenants have rutted up. Beaman is waiting for Price's coal yard to place gravel on this area.
- Edwards stated that in reference to the zoning map the next closest residential district is R5 Multiple Family Dwelling District and that there are other apartment buildings within 2 to 3 blocks of this location.
- Edwards shared that Beaman has made many improvements to the property including: siding, new deck, repairs to the front porch, electrical, flooring, etc.

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- The topic of whether the special use stays with the property or if the property changes hands to John Beaman Jr. would John Beaman Jr have to re-apply. Edwards stated he would confer with the City Attorney and act accordingly on his advice for the stipulations.

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

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

**Recommendation:**


After discussing the facts and testimony presented, the Plan Commission recommends, by a vote of six in favor of the application, none opposed to the application, three absent, that the application to grant a Special Use Permit to allow a multiple family dwelling be approved by the City Council. Specifically, the Plan Commission recommends that a Special Use Permit allowing a multiple family dwelling AT 309 E Third St. be granted to John Beaman.

Additionally, the Plan Commission recommends by a vote of six in favor, none opposed, three absent that the following four stipulations be placed on the Special Use Permit.

1. The Special Use Permit to allow a multiple family dwelling is granted to John Beaman and his assigns.
2. Off street parking area at the West side of the residence shall be maintained as an improved parking surface.
3. Any violations of the terms and conditions of the Special Use Permit are subject to review and possible revocation by the Plan commission and City Council.
4. All activities associated with this Special Use Permit for a multiple family dwelling shall be conducted in full compliance with the Kewanee City Code and the laws and regulations of the State of Illinois.

There being no further business, the meeting adjourned at 7:16 p.m.

Respectfully yours,

  
Steve Morrison, Chairman

B & C  


PLAN COMMISSION

Date

9/27/18

Attendance Sp. Use, 5 x 800 lot plan

COSTENSON	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>
EDLEMAN	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>
HEMPHILL	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>
MINELLA	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>
MIROCHA	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>
MORRISON	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>
HODGE	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>
SAYERS	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>
MILROY	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>	yes <input checked="" type="checkbox"/>	no <input checked="" type="checkbox"/>
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on west side

Next Council Meeting  
10/9/18

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
<b>MEETING DATE</b>	October 9, 2018	
<b>RESOLUTION OR ORDINANCE NUMBER</b>	Ordinance #3942	
<b>AGENDA TITLE</b>	Consideration of an ordinance granting a Special Use Permit to John Beaman Sr to allow a multiple family dwelling at 309 E Third St.	
<b>REQUESTING DEPARTMENT</b>	Community Development	
<b>PRESENTER</b>	Keith Edwards, Director of Community Development	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A, including recurring charges
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To grant a Special Use Permit to John Beaman Sr to allow a multiple family dwelling at 309 E Third St.	

<b>BACKGROUND</b>	<p>John Beaman purchased the subject property in July of 2017. According to water billing information, the property has been vacant since 2007. When Beaman purchased the property, it had overgrown bushes across the front and was in need of many repairs. Beaman has made many improvements to the property as follows: updated the electrical service and wiring, plumbing repairs, new plumbing fixtures, new drywall and flooring, new siding, new deck at the West side of the house, new doors and windows, new insulation, new porch roof at front of house, new roof and gutters. The house has an upstairs and a downstairs apartment. The upstairs apartment uses the deck and entrance at the West side of the house and the downstairs apartment uses the front porch and entrance facing North (3<sup>rd</sup> St side).</p> <p>After the work was done, Beaman rented the property out, not realizing that a Special Use Permit would be required. After being notified, Beaman immediately came to City Hall to pay and apply for the Special Use Permit.</p>
<b>SPECIAL NOTES</b>	N/A
<b>ANALYSIS</b>	<p>When referencing the Zoning Map, it is noted that an R-5 Multiple Family Dwelling District exists within one and a half blocks to the East and to the South. When inspecting the area of the subject property, there exists several other residential properties located within the same B-3 district and one larger apartment building located at 214 E 2<sup>nd</sup> St.</p>
<b>PUBLIC INFORMATION PROCESS</b>	<p>Legal notice was published in the Star Courier, Post cards were mailed to all persons owning land within 300 feet</p>

<b>BOARD OR COMMISSION RECOMMENDATION</b>	<p>After discussing the facts and testimony presented, the Plan Commission recommends, by a vote of six in favor of the application, none opposed to the application, three absent, that the application to grant a Special Use Permit to allow a multiple family dwelling be approved by the City Council. Specifically, the Plan Commission recommends that a Special Use Permit allowing a multiple family dwelling AT 309 E Third St. be granted to John Beaman.</p> <p>Additionally, the Plan Commission recommends by a vote of six in favor, none opposed, three absent that the following four stipulations be placed on the Special Use Permit.</p> <ol style="list-style-type: none"><li>1. The Special Use Permit to allow a multiple family dwelling is granted to John Beaman and his assigns.</li><li>2. Off street parking area at the West side of the residence shall be maintained as an improved parking surface.</li><li>3. Any violations of the terms and conditions of the Special Use Permit are subject to review and possible revocation by the Plan commission and City Council.</li><li>4. All activities associated with this Special Use Permit for a multiple family dwelling shall be conducted in full compliance with the Kewanee City Code and the laws and regulations of the State of Illinois.</li></ol>
<b>STAFF RECOMMENDATION</b>	Staff recommends approval.
<b>PROCUREMENT POLICY VERIFICATION</b>	
<b>REFERENCE DOCUMENTS ATTACHED</b>	Plan Commission Minutes from September 27, 2018.

ORDINANCE NO. 3942

ORDINANCE GRANTING A SPECIAL USE PERMIT TO JOHN BEAMAN SR, OF KEWANEE, ILLINOIS, FOR PROPERTY LOCATED AT 309 EAST THIRD STREET IN THE CITY OF KEWANEE.

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

**SECTION ONE:** The City Council finds that an application has heretofore been filed by John Beaman Sr. of Kewanee, Illinois with the City Clerk, directed to the Plan Commission and the City Council requesting that a Special Use Permit to allow a multiple family dwelling, on the following described real estate, to-wit:  
E75 LOT 10 BLK 8 BLISHS ADD CITY OF KEWANEE [EZ], Henry County, Illinois.  
Commonly known as 309 E. Third Street.

**SECTION TWO:** The Plan Commission conducted a hearing upon said Petition on Thursday, September 27, 2018, pursuant to notice published in the Kewanee Star Courier according to law, at which time and place the Commission heard the statements of the Petitioner. There were no objectors.

**SECTION THREE:** The Plan Commission has recommended by a vote of six in favor, none opposed, and three absent, that a Special Use Permit to allow a multiple family dwelling at 309 E Third St.

**SECTION FOUR:** The recommendation of the Plan Commission shall be, and the same is, hereby accepted and approved.

**SECTION FIVE:** A Special Use Permit shall be and hereby is granted to John Beaman Sr. of Kewanee and his assigns to allow a multiple family dwelling on the premises described in Section One hereof.

**SECTION SIX:** The following four (4) stipulations and restrictions are hereby placed upon the proposed use on the premises described in Section One hereof:

1. The Special Use Permit to allow a multiple family dwelling is granted to John Beaman Sr. and his assigns.
2. Off street parking area at the West side of the residence shall be maintained as an improved parking surface.
3. Any violations of the terms and conditions of the Special Use Permit are subject to review and possible revocation by the Plan commission and City Council.
4. All activities associated with this Special Use Permit for a multiple family dwelling shall be conducted in full compliance with the Kewanee City Code and the laws and regulations of the State of Illinois.

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

Passed by the City Council of the City of Kewanee, Illinois, this 9<sup>th</sup> day of October, 2018.

APPROVED AND SIGNED by the Mayor of the City of Kewanee, Illinois, this 9<sup>th</sup> day of October, 2018.

ATTEST:

\_\_\_\_\_  
Melinda K. Edwards, City Clerk

\_\_\_\_\_  
Steve Looney, Mayor

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Steve Looney				
Council Member Andrew Koehler				
Council Member Steve Faber				
Council Member Chris Colomer				
Council Member Michael Yaklich				



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October 4, 2018

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

RE: Report from Zoning Board of Appeals for October 3, 2018 Meeting.

The Zoning Board of Appeals convened at 7:00 p.m. on October 3, 2018 at Kewanee City Hall, Council Chambers. For business, there was one variance petition application upon which to conduct a public hearing.

**Case Number 1:**

**410 W. Central Blvd., Variance to allow an encroachment on public property.**

The Subject Property:

*Address:* 410 W Central Blvd.

*Legal Description:* ALL BLK 7 TENNEYS 1ST ADD CITY OF KEWANEE 87-37-88, County of Henry, State of Illinois.

*Location:* North side of the 400 Block of W. Central Blvd. St Mary's owns the entire block from W. Central Blvd to W. First St and from S. Lexington Ave. to S Park St.

*Zoning:* R4 Two-Family Dwelling District.

*Dimensions:* 320 feet North to South by 320 East to West, 102,400 Sq Ft area, 2.35 Acres.

*Existing Buildings or Uses:* Church, School, Parish Center

*Existing Land Use Map:* Institutional

*Proposed Land Use Map:* Commercial.

**The Surrounding Area:**

R4 Two-Family Dwelling District West and South. R5 Multi Family Dwelling District and B3 Business and Wholesale District to the North. B1 Business District, Limited Retail to the East.

**Uses of Land:**

The surrounding land contains single and multi-family dwellings as well as an auto dealership, a bowling alley and the YMCA.

**Variance Requested:**

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Placement of a display for a religious artifact upon the Public Right-Of-Way at the Southwest corner of West First St and South Lexington Ave.

Background Information:

On August 2, 2018 a representative from St. Mary's Catholic Church contacted City Manager Gary Bradley concerning the placement of a religious artifact display upon the Public Right-Of-Way (ROW) at the Southwest corner of West First Street and South Lexington Ave.

Upon inspection of the site, Bradley discovered there was a pre-existing footing base in the ROW, which had supported a large flagpole, which had been onsite for an unknown amount of time. Bradley took into consideration the sight triangle and felt that, with consideration to the surrounding property, that it should not be a problem. It should be noted that Bradley observed that Julie had already been called to locate utilities and none were in the area. Bradley also spoke with the City Engineer a few days later at the site, who did not have concern over the placement of the display given the same information.

This matter was discussed during the September 10, 2018 City Council Meeting. There was concern that the construction of the display had moved forward without Zoning Board consideration and the Council directed staff to have the Church apply for a variance.

The City Attorney felt it would be in the best interest of all parties involved to put the case in front of the Zoning Board for recommendation to the City Council.

Representatives from St. Mary's church were contacted and were cooperative and apologetic for the events that had happened and stated they will comply with the process.

With consideration to the facts stated in this memo, the surrounding neighborhood, and after speaking with the City Manager about this petition, the City can see no adverse effect on anyone if the variance is granted to allow the placement of the display upon the ROW.

I would encourage all Zoning Board of Appeals members to perform their own onsite inspection of the property.

Please do not hesitate to contact me with any questions, 852-2611 ext. 267.

CONSTRUCTION ON PUBLIC PROPERTY  
§ 150.130 DEFINITION.

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For the purpose of this subchapter the following definition shall apply unless the context clearly indicates or requires a different meaning.

**CONSTRUCTION WORK.** All construction and repair work to sidewalks, sewers, culverts, drains, pavements, buildings and streets within the city. **CONSTRUCTION WORK** shall not include minor repair work done in the ordinary care of the pavements, streets, sidewalks and buildings.

('71 Code, § 9-11-1) (Ord. 2683, passed 9-12-88)

**§ 150.131 ESTIMATE OF COSTS REQUIRED.**

Before any construction work shall be commenced, hereafter, by the city, an estimate of the cost of said construction work shall be made by the City Engineer, which estimate shall be presented to and approved by the Commissioner in charge of the department doing such construction work.

('71 Code, § 9-11-2) (Ord. 2683, passed 9-12-88)

**§ 150.132 COST RESTRICTED.**

The cost of any of the construction work heretofore mentioned shall not exceed the estimate of the City Engineer as herein set forth.

('71 Code, § 9-11-3) (Ord. 2683, passed 9-12-88)

**§ 150.133 ENCROACHMENT ON PUBLIC PROPERTY.**

(A) **Encroachments prohibited.** It shall be unlawful for any person to erect or cause to be erected, to retain or cause to be retained, any encroachment as defined in division (B) below, except as provided.

(B) **Definitions.** For the purpose of this section the following definitions shall apply unless the context clearly indicates or required a different meaning.

**ENCROACHMENT.** Any building, fence, sign, or any other structure or object of any kind (with the exception of utilities and public road signs), which is placed, located or maintained, in, on, under or over any portion of the public right of way.

**PERMISSIBLE ENCROACHMENT.** Any existing awning, marquee, advertising sign or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is a sidewalk extending to the building line and which does not impair the free and safe flow of traffic on the highway; the permissive retention of overhanging signs is not to be construed as being applicable to those signs supported from poles constructed outside the public right-of-way line and not confined by adjacent buildings.

**PUBLIC RIGHT-OF-WAY.** Those areas existing or acquired by dedication or by fee simple for highway or utility purposes; also, the areas acquired by temporary easement during the time the easement is in effect.

(C) **Existing encroachments.** Any revocable permits for existing encroachments issued by the city will continue to be in effect.

(D) **Provisions are additional.** This section is intended to and shall be in addition to all other ordinances, rules and regulations concerning encroachments and shall not be

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construed as repealing or rescinding any other ordinance or part of any ordinance unless in direct conflict therewith.

('71 Code, § 9-11-4) (Ord. 2683, passed 9-12-88) Penalty, see § 150.999

§ 150.999 PENALTY.

(A) The provisions of § 10.99 shall apply to this chapter.  
(Ord. 2957, passed 1-23-95)

(B) Any person violating § 150.133 shall be fined in a sum of not less than \$50 and not to exceed \$500 for any one offense. A separate offense shall be deemed committed for each and every day during which a violation continues or exists.

('71 Code, § 9-11-4(E)) (Ord. 2683, passed 9-12-88)

**The Public Hearing:**

At 7:00 p.m. on October 3, 2018, the hearing on the variance request at 410 W Central Blvd. was held. **Nate Nichols** who works as the Facility Manager for St. Marys, Kewanee, Illinois, was present to represent the petition for the variance request.

- Nichols stated that if they had been told to come to the ZBA first they would have done so. He expressed that the church wishes to cooperate and do what needs to be done.
- Nichols gave some history of the bell, which originated at St. Stanislaus Church that was built in 1906 and was one of the first Catholic churches/schools in Kewanee. When St. Stanislaus was demolished, the bell was placed at Saint Francis of Assissi. In 2013 Saint Francis of Assissi and Saint Mary's merged to form Saint John Paul II Parish. After the closing of Saint Francis of Assissi the bell was brought to the Visitation Catholic School to be displayed to Celebrate Catholic Education in Kewanee. The Parish will be selling engraved bricks in the display to pay tribute to past and present students, teachers, teams, etc.
- ZBA Chair Medley asked if there were any citizens that wished to speak for or against the variance.
- Tim Hamilton of Kewanee stated concerns over the utility locate of a 6 inch water main that was installed in 1920 and is 4 feet from the display. Hamilton's concern is who is going to pay for the structure if it is damaged due to utility repairs.
- Nichols responded to Hamilton and stated that the concrete footing that is pre-existing is 5 feet wide. When they were digging with a backhoe along one side of the footing, they reached a depth of 5 to 6 feet and still had not reached the bottom of the footing at which time they stopped digging and decided to leave the footing in place.
- No other members of the audience came forward to speak.
- ZBA Member Clark stated that he spoke with Nichols and learned that Visitation School has crossing guards that are used to keep students safe at the intersection

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and noted that there are signs marking the area as a school zone. Clark said that he drove up and observed the intersection for three consecutive days to watch traffic and that he was satisfied that the display is not causing a hazard.

- ZBA Member Brackett stated that he had a citizen call that expressed their concern that in their opinion there would be a road safety hazard. Brackett said that he too did his own investigation as Clark did and observed that the display is not causing an obstruction to view. Brackett also brought up the point that it is a four way stop at that intersection. Brackett did state that the topic of the water main may have some concerns and expressed that he felt the City Engineer should supply some information on the topic.
- Brackett asked Nichols if there was a particular reason for choosing the location of the display.
- Nichols responded with they were originally going to just remove the flagpole. Then when it was discovered that they were unable to remove the concrete footing they thought that this would be a perfect footing base for the display. They also thought it would look great on the corner.
- It was asked how long the flagpole had existed in that location. There was random discussion and it is believed to have been placed in the 1960's.
- ZBA Member Thompson expressed his concerns about the water main and thought that the City Engineer should offer his thoughts. Thompson went on to say that he did not see any issues with the placement and vision clearance at the intersection. Thompson did state that he too did an onsite investigation and was ok with the placement.
- ZBA Chair Medley stated he also did an onsite investigation and noted that since it is a four way stop and that when you are stopped at any of the four approaches to the intersection you can see the cars at the other approaches to the intersection.
- ZBA Chair Medley stated that he went through the Zoning Codes and found the following: § 155.046 VISION CLEARANCE ON CORNER LOTS.  
No building or structure hereafter erected and no planting or other obstruction to the vision of drivers of motor vehicles shall be located:  
(B) In any B or M Districts, within eight feet of the intersecting street lines bordering a corner lot, provided that this regulation shall not apply to that part of a building above the first floor.  
Medley said after reading this, he got out his tape measure and noted that the display is about 10 feet away.
- ZBA Chair did state that there might be a concern over the water main and stated that if the ZBA votes on this and it passes he would like a side note that requests the

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City to double check any issues with the water main and pass that information on to the City Council to consider before they vote on it.

- Edwards stated that he could request additional information from the City Engineer, Public Works and City Manager and pass that information on to the City Council for their review prior to their vote.

There was no further discussion.

ZBA Member Thompson made the motion to grant the variance as applied for with the stipulation that Edwards gathers the additional information requested by the ZBA and give that information to the City Council.

ZBA Member Dolieslager gave the second.

**Recommendation:**

After discussing the facts and testimony presented, the Zoning Board of Appeals recommends, based on the authority of §33.062 of the City Code, by a vote of seven in favor of the application, none opposed to the application, that the City Council grant the variance.

Specifically, the Zoning Board of Appeals recommends the City Council grant the following variance to St. Mary's for the property at 410 W Central Blvd.

**Variance Requested:**

Placement of a display for a religious artifact upon the Public Right-Of-Way at the Southwest corner of West First St and South Lexington Ave.

There being no further business, the meeting adjourned at 7:23 p.m.

Respectfully yours,



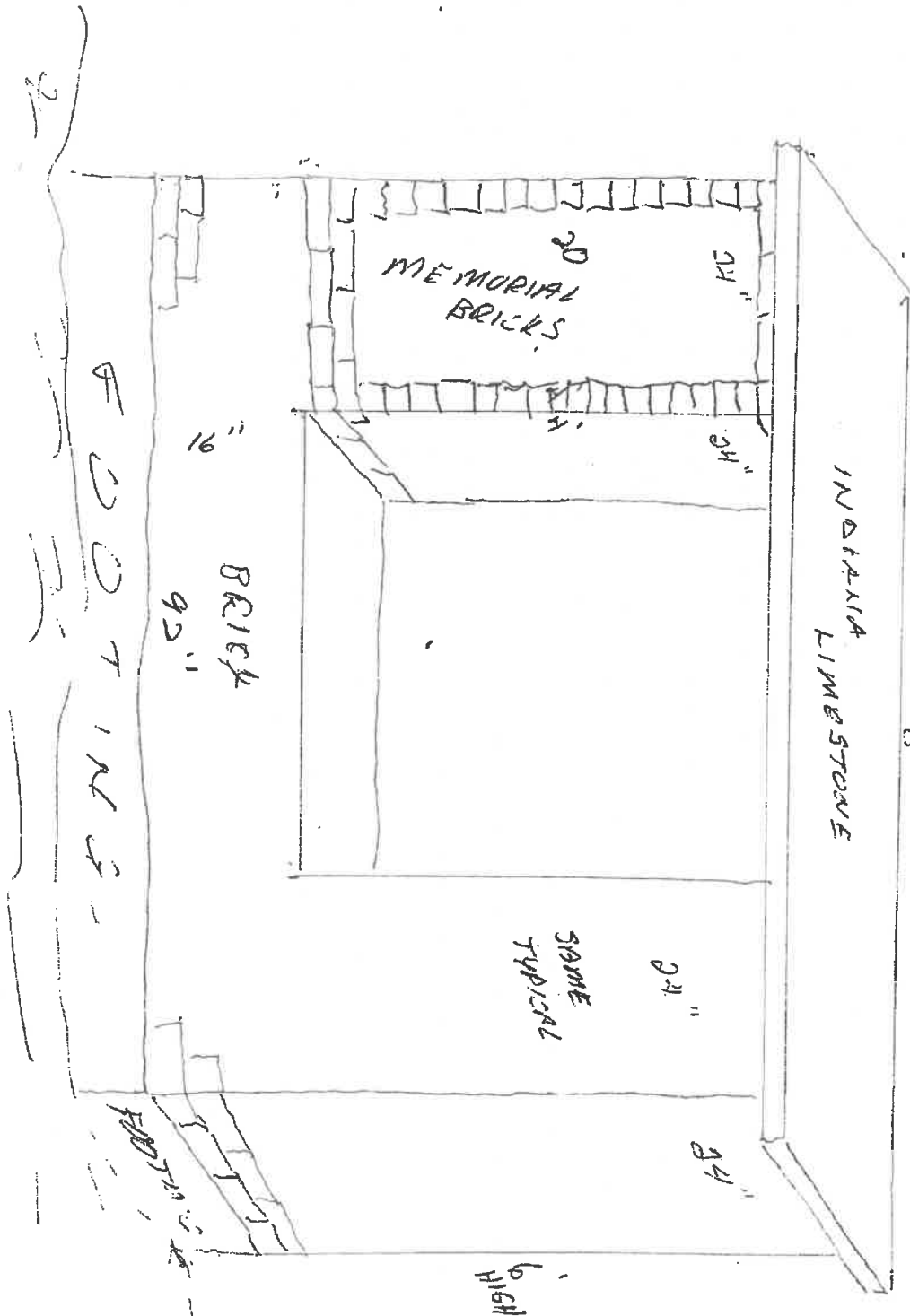
Martin Medley, Chairman



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Existing footing that had supported the flagpole.



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Flagpole being removed and relocated.

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Views of the project at W First St and South Lexington Ave.





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Examples of other encroachments on the ROW.



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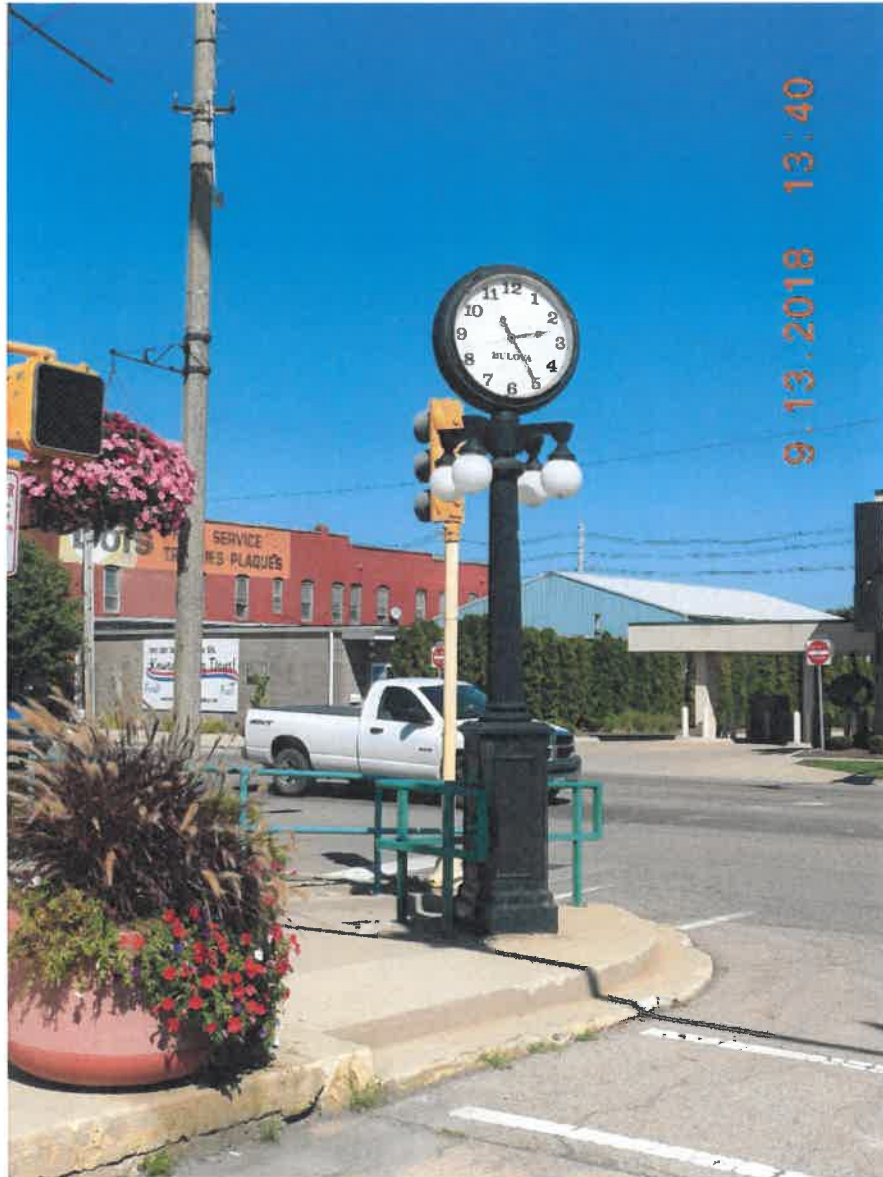
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## Zoning Board

Date

10/3/18

## Attendance

PEART Jeremy	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain 2nd	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent
BRACKETT Stephen	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent
CLARK Richard	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent
MEDLEY Martin	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent
THOMPSON Jerry	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain M	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent
MCINTYRE David	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain M	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain M	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent
DOLIESLAGER Lance	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain 2	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent
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	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent	<input checked="" type="checkbox"/> yes <input type="checkbox"/> abstain	<input type="checkbox"/> no <input type="checkbox"/> absent
	7	7	7	7	7	7	7	7	7	7

Nathan Nichols  
Tim Hamilton

Clark  
J.T.  
water mgmt  
no issue w/ site



<b>CITY OF KEWANEE CITY COUNCIL AGENDA ITEM</b>		
<b>MEETING DATE</b>	October 9, 2018	
<b>RESOLUTION OR ORDINANCE NUMBER</b>	Resolution #5126	
<b>AGENDA TITLE</b>	Consideration of a Resolution approving a variance and authorizing an encroachment licensing agreement with St. John Paul II Parish	
<b>REQUESTING DEPARTMENT</b>	Community Development	
<b>PRESENTER</b>	Keith Edwards, Director of Community Development	
<b>FISCAL INFORMATION</b>	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
<b>PURPOSE</b>	Placement of a display for a religious artifact upon the Public Right-Of-Way at the Southwest corner of West First St and South Lexington Ave.	

<b>BACKGROUND</b>	<p>On August 2, 2018 a representative from St. John Paul II Catholic Church contacted City Manager Gary Bradley concerning the placement of a religious artifact display upon the Public Right-Of-Way (ROW) at the Southwest corner of West First Street and South Lexington Ave.</p> <p>Upon inspection of the site, Bradley discovered there was a pre-existing footing base in the ROW, which had supported a large flagpole, which had been onsite for an unknown amount of time. Bradley took into consideration the sight triangle and felt that, with consideration to the surrounding property, that it should not be a problem. It should be noted that Bradley observed that Julie had already been called to locate utilities and none were in the area. Bradley also spoke with the City Engineer a few days later at the site, who did not have concern over the placement of the display given the same information.</p> <p>This matter was discussed during the September 10, 2018 City Council Meeting. There was concern that the construction of the display had moved forward without Zoning Board consideration and the Council directed staff to have the Church apply for a variance.</p> <p>The City Attorney felt it would be in the best interest of all parties involved to put the case in front of the Zoning Board for recommendation to the City Council.</p> <p>Representatives from St. John Paul II church were contacted and were cooperative and apologetic for the events that had happened and stated they will comply with the process.</p>
<b>SPECIAL NOTES</b>	<p>After the ZBA meeting, the City Engineer was requested to supply the Director of Community Development with a memo stating his professional opinion on the case. Please see the attached memo for his findings.</p>
<b>ANALYSIS</b>	<p>With consideration to the facts stated in this memo, the surrounding neighborhood, and after speaking with the City Manager about this petition, the City can see no adverse effect on anyone if the variance is granted to allow the placement of the display upon the ROW.</p>

<b>PUBLIC INFORMATION PROCESS</b>	Legal notice was published in the Star Courier, Post cards were mailed to all persons owning land within 300 feet
<b>BOARD OR COMMISSION RECOMMENDATION</b>	After discussing the facts and testimony presented, the Zoning Board of Appeals recommends, based on the authority of §33.062 of the City Code, by a vote of seven in favor of the application, none opposed to the application, that the City Council grant the variance.
<b>STAFF RECOMMENDATION</b>	Staff recommends approval.
<b>PROCUREMENT POLICY VERIFICATION</b>	
<b>REFERENCE DOCUMENTS ATTACHED</b>	ZBA Minutes, Memo from City Engineer.

## **RESOLUTION NO. 5126**

A RESOLUTION TO APPROVE A VARIANCE AND AUTHORIZE A RIGHT OF WAY ENCROACHMENT LICENSE AGREEMENT AT 410 W. CENTRAL BLVD, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

**WHEREAS,** On September 10, 2018 Kewanee's Mayor and Council requested that St. John Paul II Parish apply to the Zoning Board of Appeals for a variance to allow the placement of a display of a religious artifact upon the Public Right-Of-Way at the Southwest corner of West First St. and South Lexington Ave.; and,

**WHEREAS,** The Zoning Board of Appeals held a hearing on October 3, 2018 and heard testimony from representatives of St. John Paul II Parish concerning their request to construct the display of a religious artifact in the Encroachment Area, and have examined the proposed location of the display and have determined that it will not substantially compromise public safety, nor interfere with any utility easements or facilities within the Encroachment Area; and,

**WHEREAS,** The Zoning Board of Appeals has recommended to the City Council, by a vote of seven in favor, none opposed, that a variance be granted to St. John Paul II Parish for the placement of a display of a religious artifact upon the Public Right-of-way at the Southwest corner of West Frist Street and South Lexington Ave.; and,

**WHEREAS,** the City's interests would best be protected by the granting of a right of way encroachment license to St. John Paul II Parish to permit the display of a religious artifact to be installed in the public right of way at the Southwest corner of West First St. and South Lexington Ave; and,

**WHEREAS,** Attachment A to this resolution is the proposed Right of Way Encroachment License Agreement to St. John Paul II Parish to permit the installation of a display of a religious artifact in the public right of way at the Southwest corner of West First St. and South Lexington Ave.; and,

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

**Section 1** Attachment A to this resolution is considered a part of this resolution as if entirely re-written within this resolution.

**Section 2** The recommendations of the Zoning Board of Appeals regarding the variance is accepted and hereby approved.

**Section 3** The City Manager and City Clerk are hereby authorized to sign any documents and perform any acts required to carry out the provisions of this resolution and agreement.

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

Adopted by the Council of the City of Kewanee, Illinois this 9<sup>th</sup> day of October, 2018.

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ATTEST:

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Melinda Edwards, City Clerk

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Steve Looney, Mayor

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Steve Looney				
Council Member Andy Koehler				
Council Member Mike Yaklich				
Council Member Steve Faber				
Council Member Chris Colomer				

**RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT  
AT THE INTERSECTION OF WEST FIRST STREET  
AND LEXINGTON AVENUE**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **City of Kewanee**, an Illinois municipal corporation ("**City**") and **St. John Paul II Parish** ("**Licensee**").

**WHEREAS**, the City is the legal title owner of that public right-of-way in and adjacent to the intersection of West First Street and Lexington Avenue, a right-of-way depicted in **Exhibit A** attached to and, by this reference, incorporated as a part of this Agreement ("**ROW**"); and

**WHEREAS**, the Licensee is the owner of the property commonly known as Visitation School; and

**WHEREAS**, the Licensee desires to construct a masonry monument and install a bell ("**The Improvements**") on the southwest corner of West First Street and Lexington Avenue, as depicted in **Exhibit A**; and

**WHEREAS**, the Licensee seeks a license from the City to construct and install the improvements in the ROW, as depicted on **Exhibit A**; attached to and incorporated by this reference as a part of this Agreement ("**Encroachment Area**"); and

**WHEREAS**, the City of Kewanee has examined the proposed location of the Improvements and have determined that it will not substantially compromise public safety, nor interfere with any utility easements or facilities within the ROW; and

**WHEREAS**, the City desires to enter into this Agreement to grant a limited license to the Licensee for the installation of the Improvements in the Encroachment Area.

**NOW, THEREFORE**, in consideration of the mutual covenants in this Agreement, it is hereby agreed **THAT**:

**SECTION 1. Recitals.** The foregoing recitals shall be, and are hereby, incorporated into and made a part of this Agreement as if fully set forth in this Section 1.

**SECTION 2. License.** The City shall and does hereby grant a limited use license to the Licensee for the purposes of constructing, installing, and maintaining the Improvements in the Encroachment Area.

**SECTION 3. Improvements Ownership.** The Licensee expressly warrants that it shall be the legal title owner of the Improvements and shall provide evidence, satisfactory in form and substance to the City Attorney, of such ownership, including, without limitation, all lien waivers from material men, contractors, and subcontractors who supplied any material or performed any work on the assembly and installation of the Improvements within the Encroachment Area, as well as any bills of sale. However, this agreement in no way transfers any interest in the ROW to the Licensee.



**SECTION 4. Improvements Maintenance; Access.**

A. The Licensee shall be responsible, at their sole cost and expense, to maintain the Improvements and the grounds in the Encroachment Area in a first rate condition at all times, including, without limitation, all landscape materials, if applicable.

B. The City shall and does hereby grant to the Licensee a limited access easement across and over any of its other property in the immediate vicinity of the Encroachment Area as may be necessary to perform their maintenance obligation set forth in Subsection 4.A of this Agreement; provided, however, that the Licensee, upon completion of any such maintenance work, agrees to restore the area to the condition immediately preceding the installation or maintenance of the Improvements, including but not limited to any and all roads, plantings, and improvements that are damaged or removed as a direct result of the installation or maintenance work and use of the limited access easement granted in this Subsection 4.B.

**SECTION 5. Improvements' Removal; Replacement.** The City shall have the right, in its sole and absolute discretion, to remove the Improvements, at the Licensee's sole cost and expense, to perform any and all work to utilities in the ROW. The Licensee may, upon completion of any City work in the Encroachment Area or West First Street ROW, and at its sole cost and expense, replace the Improvements in the Encroachment Area.

**SECTION 6. Indemnification.**

A. The Licensee does hereby agree that neither the City's grant of the license in Section 2 of this Agreement, or its grant of a limited access easement in Subsection 4.B of this Agreement, nor any other covenant, condition or restriction contained in this Agreement shall give rise to any liability on the part of the City whatsoever. Licensee shall save, defend, indemnify and hold the City, its elected and appointed officials, officers, boards, commissioners, employees, attorneys, volunteers, and agents harmless from any injury including, without limitation, personal injury, death, real or personal property damage, or direct or indirect economic injury, claim, demand, suit, judgment, execution, liability, debt, damages or penalty (collectively, "**Claims**") arising out of any such Claims, resulting from, or alleged to arise out of, or result from, this Agreement, the City's grant of the license in Section 2 of this Agreement, or its grant of a limited access easement in Subsection 4.B of this Agreement. In no event shall the Licensee settle any Claims without the consent of the Corporate Authorities of the City, which consent shall not be unreasonably withheld. In addition, the City may, in its sole and absolute discretion, chose to defend itself against any Claims, in which case the Licensee shall pay all expenses incurred by the City in defending itself with regard to any and all Claims. These expenses shall include out-of-pocket expenses, such as attorneys and experts fees, and shall also include the reasonable value of any services rendered by any employee of the City.

B. In the event that the Licensee fails to comply with any of the requirements of this Section 6, this Agreement shall automatically terminate.

**SECTION 7. Notice.** Notwithstanding anything to the contrary in this Agreement, the City shall provide the Licensee with not less than seven business days prior written notice of its intent to remove the Improvements, or otherwise terminate this agreement; provided, however, that in the event of an emergency, the City shall have the right to

remove the Improvements without such prior notice to the Licensee. In the event that the City must remove the Improvements without such prior written notice, the City shall provide the Licensee with notice at its earliest opportunity. Any notice provided under this Section 7 shall be delivered either personally via reputable courier or City official or via certified or registered mail, return receipt requested, in the United States mail, postage prepaid, to the following address:

Nate Nichols  
St. John Paul II Parish  
410 West Central Blvd.  
Kewanee, Illinois 61443

The notice shall be deemed received upon personal delivery or three days following deposit with the United States Postal Service.

#### **SECTION 8. Termination.**

A. The City reserves the right to terminate this Agreement, following a hearing held to revoke the variance by the Board of Zoning Appeals, and approval by the City Council to revoke the variance for encroachment into the ROW, provided that notice shall be given in accordance with Section 7 of this Agreement.

B. In the alternative, this Agreement shall automatically be terminated and all licenses and easements revoked upon the transfer of any interest in the Property whatsoever from Licensee to another party that is not a religious organization, provided however, that this Agreement may be extended past the transfer of any interest in the Property upon the express written consent of the City. Licensee agrees that said extension may require negotiation of additional terms and conditions to this Agreement, specifically in regards to continued comprehensive insurance coverage and the continued maintenance of the Improvements. Any future holder of an interest in the Property shall be bound to all terms, responsibilities, and liabilities under this Agreement.

C. Upon the termination of this Agreement for any reason, the Licensee shall cause the Improvements to be removed and the Encroachment Area restored to its original condition within 30 days of the termination date. If said action is not undertaken within the 30-day period, the City reserves the right to remove the Improvements and restore the Encroachment Area to its original condition; the Licensee shall bear the full cost of such actions and the City maintains any and all rights and causes of action to recover said costs from Licensee.

**SECTION 9. Assignment.** The licenses, easements, rights, restrictions, agreements and covenants granted by this Agreement may not be assigned to any other person or entity without the prior written consent of the City Manager.

**SECTION 10. Non-Waiver.** Failure of either party to this Agreement to insist upon the strict and prompt performance of the license, easement, rights, restrictions, agreements and covenants contained in this Agreement shall not constitute or be construed as a waiver or relinquishment of either party's right thereafter to enforce any such license, easement, rights, restrictions, agreements or covenants, and the same shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on the date first above written.

**ATTEST:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

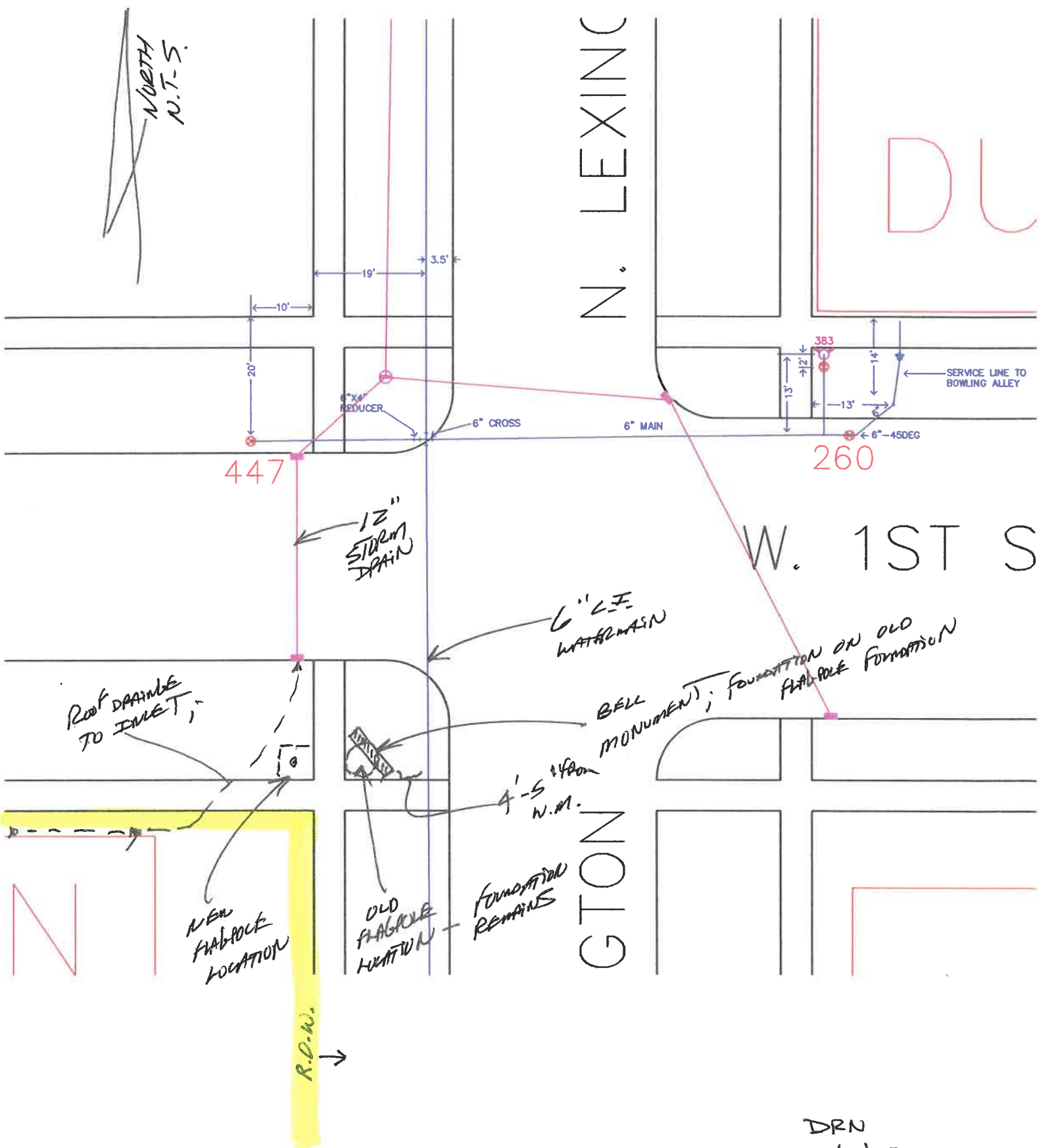
**ATTEST:**

**CITY OF KEWANEE**, an Illinois  
municipal corporation

By: \_\_\_\_\_  
Its: City Clerk

By: \_\_\_\_\_  
Its: City Manager

# Exhibit A



DRN  
10/4/18



## MEMORANDUM

October 4, 2018

To: Gary Bradley, City Manager  
Keith Edwards, Director of Community Development

From: Dale R. Nobel, P.E., City Engineer

Re: Visitation Church Bell Monument – Utilities (See attached sketch)

Concerning the utilities located at the Southwest corner of 1<sup>st</sup> and Lexington, the location of the proposed Visitation Church Bell Monument, the City's maps indicate we have a 6" CI watermain located a few feet behind the curb along Lexington placing it about 4 to 5' East of the corner of the monument. The bell monument foundation was placed on top of the existing foundation for the flag pole that use to be at this location and is not detrimental to the watermain. If the City should ever need to excavate this watermain, it can be accomplished without hindrance from the monument.

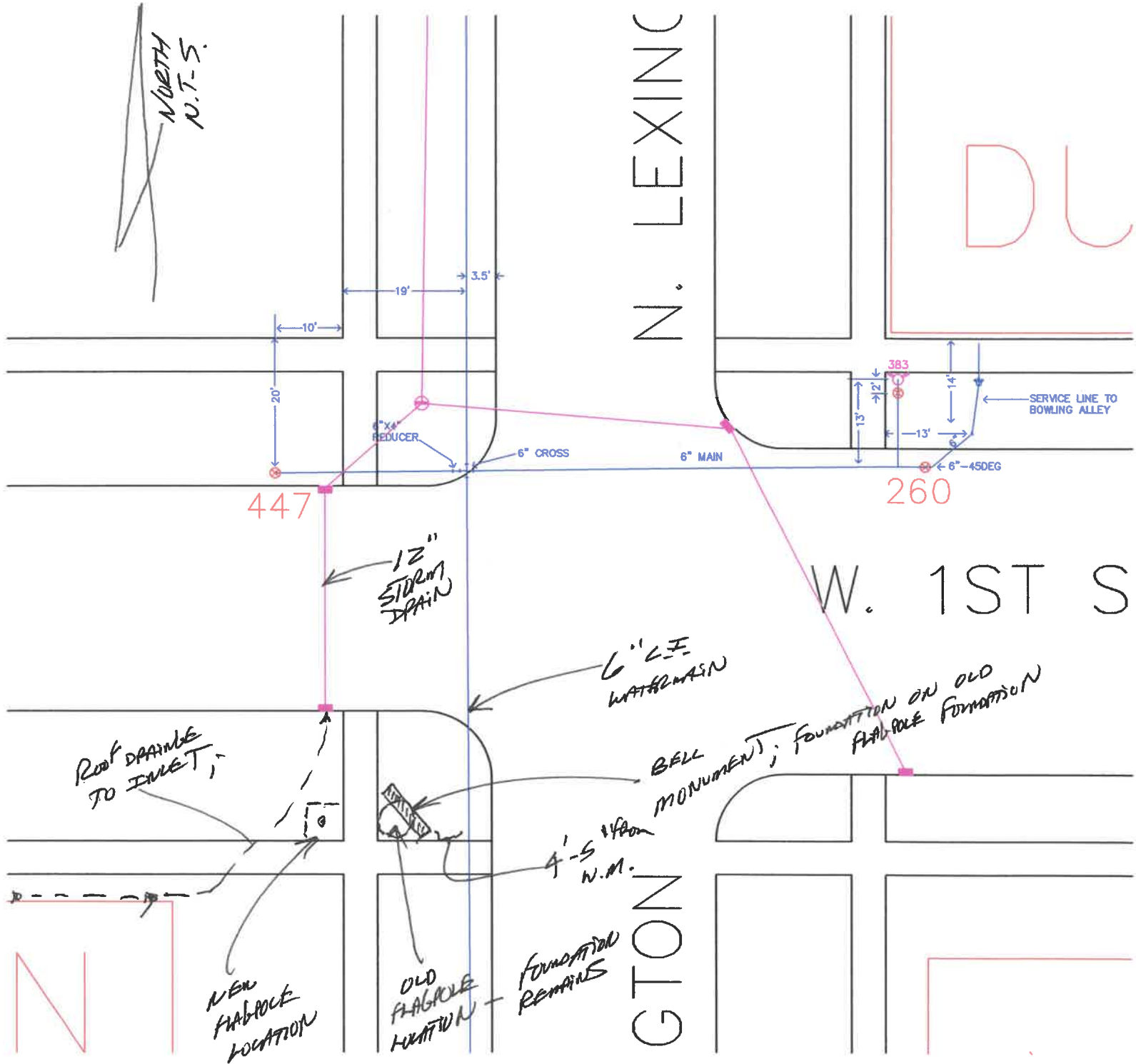
Should this watermain experience a catastrophic break it could very well wash out the curb and gutter, pavement, and sidewalk in this corner, however, given the magnitude of the old flag pole foundation, nearly five feet in diameter and depth, this catastrophic break would have to flow freely for a long time (hours) before any damage to the bell monument would take place. It should be pointed out that every city block in the downtown area West of Tremont and South of 2<sup>nd</sup> Street contains an old CI watermain of similar age and condition. There is no reason to expect the watermain in this particular location, next to the bell monument, to be any more likely to break than anywhere else throughout the downtown area.

We also have a storm inlet located just before the radius on 1<sup>st</sup> Street at this corner. The storm drain exits this inlet and flows to the North across 1<sup>st</sup> Street. There also appears to be a pipe entering the back of this inlet. This is not shown on our city maps, however, a field check indicates this is most likely how the roof drainage from the church building enters our storm drains. All the roof drains along the North side of the building enter the ground and this inlet is the only reasonable place they could drain to.

In summary, the bell monument does not create a hindrance nor is detrimental to the City's utilities.

Further, it does not create a sight vision problem for the intersection traffic.

BELL MONUMENT SKETCH - 10/4/18 - ~~WATER~~ DPN



CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
<b>MEETING DATE</b>	October 9, 2018	
<b>RESOLUTION OR ORDINANCE NUMBER</b>	Ordinance #3943	
<b>AGENDA TITLE</b>	Consideration of an Ordinance amending Schedule III of Chapter 78 of the City Code establishing handicap accessible on-street parking spaces in the vicinity of the St. Peter's Evangelical Church on S. Grove St.	
<b>REQUESTING DEPARTMENT</b>	Administration	
<b>PRESENTER</b>	Gary Bradley, City Manager	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	Budget Amendment Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	Establishing handicap accessible on-street parking spaces for the members of the St. Peter's Evangelical Church	
<b>BACKGROUND</b>	<p>The church has requested that the City designate a couple of parking spaces adjacent to the concrete loading apron along the East side of the church on S. Grove St. as handicap accessible. Following the recent construction of an off street parking lot by the school district at this street corner there is no problem with parking for the general public as they visit the school. The request from the church is considered reasonable and acceptable to the City.</p>	
<b>SPECIAL NOTES</b>	<p>These spaces will be marked in the same manner as the spaces on Central Blvd passed in 2000 to serve churches in the area.</p>	

<b>ANALYSIS</b>	N/A
<b>PUBLIC INFORMATION PROCESS</b>	N/A
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>STAFF RECOMMENDATION</b>	Staff recommends adoption.
<b>REFERENCE DOCUMENTS ATTACHED</b>	Map of the area with the spaces marked for designation.



ORDINANCE NO. 3943

AN ORDINANCE AMENDING SCHEDULE III OF CHAPTER 78 OF THE CITY CODE "HANDICAPPED PARKING SPACES"

WHEREAS, The City has received a request from the St. Peter's Evangelical Church requesting that the City designate two on-street handicapped parking spaces on S. Grove St. adjacent to their facilities; and,

WHEREAS, The City Council finds it to be in the best interest of the City of Kewanee and members of the church to designate certain parking spaces be used for handicap accessible parking.

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

**SECTION ONE:** Sub-section (A) of Schedule III of Chapter 78 of the City Code "Handicapped Parking Spaces" shall be amended by deleting the words shown below as stricken through (~~sample~~) and inserting the words shown below as underlined (sample).

"(A) The following parking spaces or stall shall be designated for permanently physically handicapped or disabled persons on the public streets of the city:

<i>Description</i>	<i>Ord. No.</i>	<i>Date Passed</i>
<u>The first two spaces along the West side of S. Grove St. immediately North of the intersection of S. Grove St. and West Central Avenue.</u>		October 9, 2018

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

Passed by the Council of the City of Kewanee, Illinois this 9<sup>th</sup> day of October, 2018.

ATTEST:

\_\_\_\_\_  
Melinda Edwards, City Clerk

\_\_\_\_\_  
Steve Looney, Mayor

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Steve Looney				
Councilmember Andrew Koehler				
Councilmember Steve Faber				
Councilmember Chris Colomer				
Councilmember Michael Yaklich				



ST. PETER'S ORD. HC PARKING  
10/9/18 ATTACH. STAFF REPORT

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	October 9, 2018	
RESOLUTION OR ORDINANCE NUMBER	Ordinance #3944	
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	As discussed at the last Council Meeting.	
STAFF RECOMMENDATION	N/A	

## RESOLUTION NO. 3944

A RESOLUTION TO AUTHORIZE A CABLE TV FRANCHISE AGREEMENT WITH COMCAST OF ILLINOIS/INDIANA/OHIO LLC, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

**WHEREAS,** Ordinance 1584, passed October 13, 1969, as amended by Ordinance 1939 passed November 8, 1976, and as amended by Ordinance 2296 passed July 12, 1982, granted a Community Antenna Television (Cable TV) franchise to Kewanee Cablevision, Inc., and their successors in interest ; and,

**WHEREAS,** Current franchise holder Comcast of Illinois/Indiana/Ohio L.L. C. has requested pursuant to applicable federal and state law and regulations that the City of Kewanee enter into a ten year, non-exclusive, franchise agreement for a Cable TV system in Kewanee; and,

**WHEREAS,** The City Council finds it to be in the best interest of the citizens to enter into the proposed franchise agreement to help provide the services, facilities, and equipment necessary to meet the future cable-related needs for the community.

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

**Section 1** The text of the preamble to this resolution is hereby made part thereof.

**Section 2** The City Manager is hereby authorized to execute all necessary documents to put into effect the Cable TV franchise agreement with Comcast of Illinois/Indiana/Ohio L.L.C. as contained in Attachment A hereto.

**Section 3** This resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

**Adopted by the Council of the City of Kewanee, Illinois this 5th day of October, 2018.**

ATTEST:

\_\_\_\_\_  
Steve Looney, Mayor

\_\_\_\_\_  
Melinda K. Edwards, City Clerk

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Steve Looney				
Council Member Andy Koehler				
Council Member Steve Faber				
Council Member Chris Colomer				
Council Member Mike Yaklich				

**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 (5<sup>th</sup> 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 (5<sup>th</sup> 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		
<b>MEETING DATE</b>	October 9, 2018	
<b>RESOLUTION OR ORDINANCE NUMBER</b>	Resolution #5127	
<b>AGENDA TITLE</b>	Consideration of a Resolution authorizing the execution of an Intergovernmental Agreement with Kewanee Community Unit District 229 for waiver of sewer charges for water used solely for the irrigation of an athletic field.	
<b>REQUESTING DEPARTMENT</b>	Administration	
<b>PRESENTER</b>	Gary Bradley, City Manager	
<b>FISCAL INFORMATION</b>	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
<b>PURPOSE</b>	Authorizes an intergovernmental agreement with a Kewanee school district to waive fees for sewer for water used solely for the purpose of irrigation of an athletic field.	
<b>BACKGROUND</b>	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.	
<b>ANALYSIS</b>	As discussed at the last Council Meeting.	
<b>STAFF RECOMMENDATION</b>	Staff recommends approval	

RESOLUTION NO. 5127

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF KEWANEE AND KEWANEE COMMUNITY UNIT SCHOOL DISTRICT 229 CONCERNING SEWER RATES AND USAGE AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

- WHEREAS,** The City Council desires to find ways to work with other units of local government to benefit our shared constituency; and
- WHEREAS,** the Kewanee Community Unit School District 229 (KCUD229) provides service to the residents of Kewanee for education and extracurricular activities, including but not limited to the school soccer team; and
- WHEREAS,** the extracurricular activities provided by KDUC229 help to attract residents from neighboring communities and unincorporated areas, thus helping to generate additional tax revenue for the City of Kewanee; and
- WHEREAS,** the City charges customers for sewer usage bases on water consumption, but recognizes that a substantial amount of water at the new soccer practice field will never enter the City's sanitary sewer system ; and
- WHEREAS,** the parties hereto have indicated their willingness and desire to establish terms for intergovernmental cooperation in light of the aforementioned facts; and
- WHEREAS,** the proposed Intergovernmental Agreement is attached to this Resolution as Attachment A.

**BE IT RESOLVED, BY THE KEWANEE CITY COUNCIL, AS FOLLOWS:**

- Section 1** The Mayor, City Clerk, and City Manager of the City of Kewanee is hereby authorized and directed to execute and deliver all necessary documents and such other instruments as may be necessary or convenient to carry into effect an intergovernmental agreement with Kewanee Community Unit School District 229 as contained in Attachment A hereto.
- Section 2** This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

Adopted by the Council of the City of Kewanee, Illinois this 9<sup>th</sup> day of October 2018.

ATTEST:

\_\_\_\_\_  
Melinda Edwards, City Clerk

\_\_\_\_\_  
Steve Looney, Mayor

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Steve Looney				
Council Member Steve Faber				
Council Member Andy Koehler				
Council Member Mike Yaklich				
Council Member Chris Colomer				



Kewanee Fire Department  
Kevin Shook, Fire Chief  
401 East 3<sup>rd</sup> St.  
Kewanee, IL 61443  
Phone 309-852-2115, Cell 309-363-2630  
Kshook@cityofkewanee.net

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## Fire Safety Week Proclamation

**WHEREAS**, the City of Kewanee, Illinois, is committed to ensuring the safety and security of all those living in and visiting Kewanee; and

**WHEREAS**, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

**WHEREAS**, Kewanee's residents should identify places in their home where fires can start and eliminate those hazards; and

**WHEREAS**, working smoke alarms cut the risk of dying in reported home fires in half; and

**WHEREAS**, Kewanee's residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

**WHEREAS**, Kewanee's residents should listen for the sound of the smoke alarm and when it sounds respond by going outside immediately to the designated meeting place;

**WHEREAS**, Kewanee's residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

**WHEREAS**, Kewanee's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

**WHEREAS**, Kewanee's residents are responsive to public education measures and are able to take action to increase their safety from fire, especially in their homes; and

**WHEREAS**, the 2018 Fire Prevention Week theme, "**Look. Listen. Learn. Be aware – fire can happen anywhere™**" effectively serves to remind us that we need to take personal steps to increase our safety from fire.

THEREFORE, I, Steve Looney, Mayor of the City of Kewanee, do hereby proclaim October 7th - 13th, 2018, as Fire Prevention Week throughout this city, and urge all the people of Kewanee to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the building immediately, and to support the many public safety activities and efforts of Kewanee's fire and emergency services during Fire Prevention Week 2018.

PROCLAMATION Fire Prevention Week October 7 - 13, 2018