



CITY COUNCIL MEETING
Council Chambers
401 E Third Street
Kewanee, Illinois 61443
Open Meeting starting at 7:00 p.m.
Monday February 27, 2023

Posted by 6:00 p.m. February 24, 2023

1. Roll Call
2. Consent Agenda
 - a. Approval of Minutes
 - b. Payroll
 - c. Staff Reports
3. Presentation of Bills and Claims
4. Swearing in of new personnel (if applicable)
5. Public Participation
6. New Business
 - a) **Ordinance #4121 approving and** authorizing the execution of a Tax Increment Financing (TIF) District Redevelopment Agreement by and between the City of Kewanee and Midland Plaza, LLC.
 - b) **Ordinance #4123** granting a request for setback variance to DGOG Kewanee at 600, 608 & 614 N Main St, Kewanee, IL.
 - c) **Ordinance #4124** granting a request for parking variance to DGOG Kewanee at 600,608 & 614 N Main St, Kewanee, IL.
 - d) **Ordinance #4125** granting a rezoning request, for land located at 417 East Second St, Kewanee, IL.
 - e) **Ordinance #4126** granting a special use permit to Amy Segura for property located at 124 E Prospect St, Kewanee, IL.
 - f) **Ordinance #4127** granting a special use permit to Dzelil Osmani for a parcel located at the Northeast corner of North East St and East Seventh St in the City of Kewanee, IL.
 - g) **Ordinance #4122** amending Chapter 116 of the City Code to remove Bond Requirements as permissible under the Transient Merchant Act 1987.
 - h) **Resolution #5389** authorizing an amendment to the existing agreement between the City of Kewanee and Saint John Paul II Parish of Kewanee for care of burial grounds.
 - i) **New Incentive Programs— Discussion Only**
7. Council Communications:
8. Announcements:
9. Adjournment:



MEMORANDUM

Date: February 24, 2023
From: Gary Bradley, City Manager
To: Mayor & Council
RE: Council Meeting of **Monday, February 27, 2023**

REGULAR MEETING AT 7:00 P.M.

1. **Good Boy**— The Police Department will launch their contest next week for picking out the name for our new K-9, which will be important when the dog and handler go to training. Hopefully the contest draw a lot of support from local kids.
2. **Fire Staffing**— The Fire Department has an opening for a Firefighter position. Completed applications are due by March 17th and testing is scheduled for March 25th. More information is available on the City's website as well as the Facebook pages for both the City and the IAFF Local 513.
3. **Public Works Staffing**— The Public Works Department has an immediate opening for a Truck/Driver Laborer. The position is open until filled. More information is available on the City's website and Facebook page.
4. **Community Development Staffing**— The Community Development Department has an immediate opening for part-time Neighborhood Services Coordinator. The position is open until filled. More information is available on the City's website and Facebook page.
5. **AmeriCorps**— Staff met this week with an AmeriCorps volunteer who is looking to work for the City in the field of economic development. We're optimistic that we can put the individual to work helping to improve our economic climate and broaden our efforts. We'll have more information when/if we end up being the place she officially decides to work.
6. **TIF Agreement**— The attorneys for both sides are working together on some minor amendments to the TIF Agreement for Midland Plaza. When we have a updated version we will provide it to you for your review.

The February 13th, 2023, Council Meeting was called to order at 6:01p.m. Councilmembers Colomer, Faber, Baker, and Komnick were present along with Mayor Moore.

A motion to go into closed session to discuss Personnel Section 2 (C) (1) and Lease or Sale of Real Estate Section 2 (C) (6) was made by Councilmember Colomer and seconded by Councilmember Faber. Discussion: none. Motion passed 5-0.

A motion to adjourn to regular session was made by Councilmember Baker and seconded by Councilmember Colomer. Discussion: none. Motion passed 5-0. Closed session was adjourned at 6:45p.m.

The February 13th, 2023, Council Meeting was called to order at 7:00p.m. Councilmembers Colomer, Faber, Baker, and Komnick were present along with Mayor Moore.

The consent agenda included the following items:

- A. Minutes from the Council Meeting on January 23rd.
- B. Payroll for the pay period ending January 28th in the amount of \$215,479.43.
- C. Staff Reports.
- D. Bock Report.

A motion to approve the consent agenda items was made by Councilmember Komnick and seconded by Councilmember Faber. Discussion: none. Motion passed 5-0.

A motion for Approval of the Bills for Council Meeting of February 13th in the amount of \$359,664.48 was made by Councilmember Baker and seconded by Councilmember Colomer. Discussion: none. Motion passed 5-0.

New Business:

- A. **Street Improvement Program**— Mike Richetta of Chamlin Engineering gave a presentation to the Council regarding the status of the streets in Kewanee and an overview of his suggestions on what needs to be done. This was based on the original street improvement plan from 2017. Different ideas were discussed for funding such projects. It was noted that the Motor Fuel Tax doesn't provide what it used to and it better used for maintenance of roads rather than redoing them in a project like this.
- B. **A motion to table the Consideration of Ordinance #4121** authorizing the execution of a TIF agreement with Cohen Development **was made by Councilmember Colomer and seconded by Councilmember Komnick. Discussion: Parts of the presentation were not yet available, and the Council decided it should wait to have everything available. Motion passed 5-0.**
- C. **Consideration of Resolution #5387** ratifying the extension of an agreement with the State Bank of Toulon for banking services for the City of Kewanee. **Motion to approve was made by Councilmember Faber and seconded by Councilmember Baker. Discussion: Councilmember Colomer asked when we last put this out for bid. That was last done in 2016. City Manager Bradley stated that the plan was to put out an RFP but there was a change in personnel that resulted in the decision to wait and extend the**

current agreement with the State Bank of Toulon. The plan is still to do that this year and this extension gives the City time to properly prepare that. Councilmember Colomer asked if this would be a calendar year change or a fiscal year. Bradley stated that changing at the Fiscal Year could create a mess and confusion with all of the other tasks that come with the new Fiscal Year. Doing it as a calendar year change would allow staff to get the new banking set up and be familiar with the new operations. James Webb, Finance Director agreed that the calendar year would be best. He is happy with the services we are currently receiving, especially for a local bank. Motion passed 5-0.

- D. Consideration of Resolution #5388** authorizing the City Manager to execute an agreement with Revize Software Systems, LLC for professional services. **A motion to approve was made by Councilmember Komnick and seconded by Councilmember Faber. Discussion:** Councilmember Colomer asked what this was for. Bradley let him know that they are the ones that built and maintain our website and that it is time for a refresh. This proposal includes a website refresh as well as the addition of functional features like fillable forms and a texting service. Councilmember Komnick stated that it would be good to update the website to be more accessible since we direct people there for many reasons. The City Clerk mentioned that the forms offer translation options that would be beneficial for residents. Motion passed 5-0.
- E. Downtown Parking** – City Manager Bradley said there is a parking ordinance for our Downtown that is antiquated. The current ordinance states that parking is only for customers and for a maximum of fifteen minutes. It is hard to tell who a customer is and who may be an owner or employee. Also, there are many businesses where a customer may need to be there much longer than 15 minutes. Police Chief Welgat said that a few business owners had reached out asking about the current ordinance because they felt people were parking in front of their businesses when they think those should be reserved for their customers. People who live in the apartments in Downtown are also supposed to apply for a special parking permit. The Chief had discussed it with the City Manager to update the ordinance to allow parking for all. He stated that he would want to include language that would allow them to address issues where someone leaves a car parked in a spot for a long period of time or if someone is deliberately parking somewhere just to “get back” at a business owner. The Council is interested in seeing an updated ordinance proposed to address all these concerns.
- F. Peddlers Permit Bonds** – City Manager Bradley explained that we do currently have a peddler permit and that our ordinance states that we have adopted the State’s guidelines for these types of permits. Someone applied for a permit and the City Clerk did the research to determine what the State regulations are. To receive a permit, a bond is required in the amount of 50% of the wholesale value of the items to be sold with a minimum of \$1,000 to a maximum of \$10,000. This is then held by the Illinois State Attorney General for two years after completion of the peddler’s business in the City. The State statute does say that municipalities can adopt, by ordinance, to opt out of the bond provision. Bradley does not see that it is our responsibility to enforce Consumer Protection, which is what the bond is ultimately for. Customers can still go after a business if they are wronged/harmed by the product they received. That is ultimately done through the State anyways. City Attorney Raver stated that he agreed with the City Manager. It is not our job to vet contractors or businesses. It is not our job to protect consumers. We can utilize our

best efforts to make sure the businesses are legitimate before issuing the permit. Scammers are not going to ask for permits or pay bonds. Councilmember Colomer asked what residents can do if someone knocks on their door and tries to sell them something. Raver said that they can ask to see their permit, which they are required to carry with them and present if requested. If they do not, you can ask them to leave and report them. Raver said that it would be good for the City to verify two forms of identification. The City Clerk told the Council that the permit that prompted this discussion did include a photo ID and a business card. She verified the business and that it was a certified contractor with the State of Illinois for the purpose in which the permit was requested. We can do research on the back end to make sure the businesses are real and in good standing before issuing permits. The Council determined that they would like to see an amended ordinance.

Mayor's Communications:

- On behalf of his wife, Jeanna, he wanted to thank everyone for reaching out offering prayers and support. She was recently diagnosed with non-Hodgkin's lymphoma. There are still not a lot of details, but more will be coming. He appreciates all of the support as it is keeping her spirits strong.
- He offered congratulations to Max Kelley and Will Taylor who are headed to State for wrestling as well as Alex Duarte and Jaxson Hicks who will be attending as alternates.
- Cooper Bates will be headed to the State Finals in Speech for his Original Comedy. He will make Kewanee proud in the competition.
- Congrats to Mya Mirocha who qualified for the State Bowling Tournament. This is her second time qualifying for the State competition.

Council Communications:

- **Faber:** none
- **Baker:** On behalf of Jeanna and the Mayor, he wanted to let everyone know there would be a 50/50 raffle taking place at the next Wethersfield home game.
- **Komnick:** Last week he saw a series of videos for Henry County tourism. While they were well done, he did not see Kewanee represented. He concluded that they were great commercials for Geneseo and Bishop Hill but that they did nothing for Kewanee. The Mayor and Council all agreed that it was disappointing for Kewanee to be left out of such videos. With what Kewanee is being asked to contribute to the future of the Tourism Bureau, it is sad to see that Kewanee is not be promoted as much as the other cities.
- **Colomer:** none

Announcements: City Hall and the Transfer Station will be CLOSED on Monday February 20th. With the nice weather, we wanted to remind residents that Landscape pick up will not resume until March 20th and Burning is not allowed until April.

A motion to adjourn was made by Councilmember Faber and seconded by Councilmember Komnick. Discussion: None. Motion passed 5-0. The meeting was adjourned at 8:16pm.



City Of Kewanee

401 East Third Street - Kewanee IL 614432365 -

AP Invoices - Warrant List V1 (No Payroll) - where

Registered Payments Between 2/14/2023 to 12/29/2023 - Reg Between 1 to 99999

Invoice #	Vendor #	Name	Trans Code	Trans Date	Due Date	Amount
0209029-IN	BON00	BONNELL INDUSTRIES INC	BI	02/10/23	02/27/23	\$79.80
-Payment ID- 63523	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$79.80	
	62-45-612	St 801 Salt Spreader		\$79.80		
				\$79.80	\$79.80	
108	BOC00	BOCK INC	BI	02/01/23	02/27/23	\$58,275.82
-Payment ID- 80000058	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$58,275.82	
	51-93-515	Contract Payment		\$15,580.46		
	52-93-515	Contract Payment		\$42,695.36		
				\$58,275.82	\$58,275.82	
10856	ART00	ARTESIAN OF PIONEER INC	BI	02/14/23	02/27/23	\$500.00
-Payment ID- 63556	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$500.00	
	23-64-850	Arpa Tank Repairs		\$500.00		
				\$500.00	\$500.00	
1143-142947	OREILLY	O'REILLY AUTOMOTIVE STORES, INC	CM	02/03/23	02/27/23	-\$10.00
-Payment ID- 63544	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			-\$10.00	
	62-45-613	Credit		-\$10.00		
				-\$10.00	-\$10.00	
1143-143574	OREILLY	O'REILLY AUTOMOTIVE STORES, INC	BI	02/08/23	02/27/23	\$24.80
-Payment ID- 63544	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$24.80	
	52-93-619	Supplies		\$24.80		
				\$24.80	\$24.80	
1143-145284	OREILLY	O'REILLY AUTOMOTIVE STORES, INC	BI	02/21/23	02/27/23	\$8.38
-Payment ID- 63544	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$8.38	
	52-93-619	Gloves And Spark Plug		\$8.38		
				\$8.38	\$8.38	
1143-145400	OREILLY	O'REILLY AUTOMOTIVE STORES, INC	BI	02/22/23	02/27/23	\$21.99
-Payment ID- 63544	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$21.99	
	52-93-619	Gloves		\$21.99		
				\$21.99	\$21.99	



City Of Kewanee

401 East Third Street - Kewanee IL 614432365 -

AP Invoices - Warrant List V1 (No Payroll) - where

1183697 -Payment ID- 63521	BandB01	B & B LAWN EQUIPMENT & CYCLERY	BI	02/09/23	02/27/23	\$95.71
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$95.71	
	62-45-612	Trash Pump #2		\$95.71		
				\$95.71	\$95.71	
120 -Payment ID- 90001150	HEN02	HENRY COUNTY HUMANE SOCIETY	BI	02/01/23	02/27/23	\$2,500.00
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$2,500.00	
	01-21-539	February Pound Care		\$2,500.00		
				\$2,500.00	\$2,500.00	
13445794 -Payment ID- 63533	HAC00	HACH COMPANY	BI	01/30/23	02/27/23	\$457.40
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$457.40	
	52-93-652	Filter Glass And Ph Buffer Solution		\$457.40		
				\$457.40	\$457.40	
13448130 -Payment ID- 63533	HAC00	HACH COMPANY	BI	02/01/23	02/27/23	\$52.89
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$52.89	
	52-93-652	Electrode Cleaning Solution		\$52.89		
				\$52.89	\$52.89	
13917363 -Payment ID- 63532	GOL00	GOLD STAR FS, INC	BI	02/13/23	02/27/23	\$583.27
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$583.27	
	54-54-571	Fr Park Lp Gas		\$583.27		
				\$583.27	\$583.27	
139651 -Payment ID- 63538	MED04	MED-TECH RESOURCE LLC	BI	02/10/23	02/27/23	\$242.97
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$242.97	
	01-22-612	Ems Supply Bags		\$242.97		
				\$242.97	\$242.97	
141942 -Payment ID- 63548	SNI01	SNI SOLUTIONS	BI	02/17/23	02/27/23	\$42,750.00
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$42,750.00	
	01-41-616	Geosalt		\$42,750.00		
				\$42,750.00	\$42,750.00	
145325 -Payment ID- 63524	CAB00	CABLE AND SENSORS	BI	02/16/23	02/27/23	\$810.00
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$810.00	
	01-22-612	Pulse Ox Cables		\$810.00		
				\$810.00	\$810.00	



City Of Kewanee

401 East Third Street - Kewanee IL 614432365 -

AP Invoices - Warrant List V1 (No Payroll) - where

15278	REV00	REVIZE LLC.	BI	02/15/23	02/27/23	\$2,400.00
-Payment ID- 63547	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$2,400.00	
	01-11-537	Annual Website		\$2,400.00		
				\$2,400.00	\$2,400.00	
1533	ECO04	ECOLOGY SOLUTIONS	BI	02/15/23	02/27/23	\$6,349.17
-Payment ID- 63530	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$6,349.17	
	57-44-573	Solid Waste Disposal		\$6,349.17		
				\$6,349.17	\$6,349.17	
20316286	MCK00	MCKESSON MEDICAL SURGICAL	BI	02/14/23	02/27/23	\$221.98
-Payment ID- 63537	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$221.98	
	01-22-612	Airway/Cardiac		\$221.98		
				\$221.98	\$221.98	
20327730	MCK00	MCKESSON MEDICAL SURGICAL	BI	02/16/23	02/27/23	\$20.66
-Payment ID- 63537	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$20.66	
	01-22-612	Airway Supply		\$20.66		
				\$20.66	\$20.66	
20328388	MCK00	MCKESSON MEDICAL SURGICAL	BI	02/16/23	02/27/23	\$34.98
-Payment ID- 63537	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$34.98	
	01-22-612	Airway Supply		\$34.98		
				\$34.98	\$34.98	
20330780	MCK00	MCKESSON MEDICAL SURGICAL	BI	02/16/23	02/27/23	\$24.30
-Payment ID- 63537	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$24.30	
	01-22-612	Supplies		\$24.30		
				\$24.30	\$24.30	
2230265	AME07	AMERICAN TEST CENTER	BI	02/08/23	02/27/23	\$1,146.00
-Payment ID- 63518	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$1,146.00	
	01-22-513	Aerial Ladder Annual Test		\$590.00		
	01-22-512	Ground Ladders Annual Test		\$556.00		
				\$1,146.00	\$1,146.00	
2302201032346	CIT01	CITY OF KEWANEE - OPERATIONS	BI	01/28/23	01/28/23	\$6.06
-Payment ID- 80000056	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$6.06	
	01-00-219	Payroll Deduction AD-FE		\$6.06		
				\$6.06	\$6.06	



City Of Kewanee

401 East Third Street - Kewanee IL 614432365 -

AP Invoices - Warrant List V1 (No Payroll) - where

2302201032387 -Payment ID- 80000056	CIT01	CITY OF KEWANEE - OPERATIONS	BI	02/11/23	02/11/23	\$6.06
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$6.06	
	01-00-219	Payroll Deduction AD-FE		\$6.06		
				\$6.06	\$6.06	
23316 -Payment ID- 63517	AME05	AMERICAN LEGAL PUBLISHING	BI	02/13/23	02/27/23	\$495.00
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$495.00	
	21-11-533	Internet Renewal		\$495.00		
				\$495.00	\$495.00	
321366 -Payment ID- 63521	BandB01	B & B LAWN EQUIPMENT & CYCLERY	BI	02/08/23	02/27/23	\$60.44
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$60.44	
	58-36-612	Mower Parts		\$60.44		
				\$60.44	\$60.44	
33425684 -Payment ID- 90001148	ACC04	ACCESS SYSTEMS	BI	02/08/23	02/27/23	\$1,797.36
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$1,797.36	
	01-21-537	It Maintenance		\$449.52		
	01-22-537	It Maintenance		\$99.75		
	01-11-537	It Maintenance		\$99.93		
	01-65-537	It Maintenance		\$99.75		
	58-36-537	It Maintenance		\$99.93		
	51-42-537	It Maintenance		\$49.97		
	52-43-537	It Maintenance		\$249.66		
	01-41-537	It Maintenance		\$199.69		
	57-44-537	It Maintenance		\$149.72		
	51-42-537.4	It Maintenance		\$199.69		
	52-43-537.4	It Maintenance		\$33.25		
	01-41-537.4	It Maintenance		\$33.25		
	02-61-537	It Maintenance		\$33.25		
				\$1,797.36	\$1,797.36	
33425685 -Payment ID- 90001148	ACC04	ACCESS SYSTEMS	BI	02/08/23	02/27/23	\$809.76
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$809.76	
	01-21-537	Police Copiers		\$202.44		
	01-11-512	Admin Copiers		\$607.32		
				\$809.76	\$809.76	
33425686 -Payment ID- 90001148	ACC04	ACCESS SYSTEMS	BI	02/08/23	02/27/23	\$142.09
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$142.09	
	01-22-537	Fire Copier		\$71.05		
	01-21-537	Police Copier		\$71.04		
				\$142.09	\$142.09	



City Of Kewanee

401 East Third Street - Kewanee IL 614432365 -

AP Invoices - Warrant List V1 (No Payroll) - where

3551078	CLI02	CLIFTONLARSONALLEN LLP	BI	01/28/23	02/27/23	\$3,990.00
-Payment ID- 63526	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$3,990.00	
	01-11-531	Audit		\$3,990.00		
				\$3,990.00	\$3,990.00	
373862	COL14	COLWELL, BRENT	BI	02/09/23	02/27/23	\$50.00
-Payment ID- 63528	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$50.00	
	02-61-549	Electrical Inspection		\$50.00		
				\$50.00	\$50.00	
373863	COL14	COLWELL, BRENT	BI	02/10/23	02/27/23	\$50.00
-Payment ID- 63528	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$50.00	
	02-61-549	Electrical Inspection		\$50.00		
				\$50.00	\$50.00	
373864	COL14	COLWELL, BRENT	BI	02/09/23	02/27/23	\$50.00
-Payment ID- 63528	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$50.00	
	02-61-549	Electrical Inspection		\$50.00		
				\$50.00	\$50.00	
373865	COL14	COLWELL, BRENT	BI	02/07/23	02/27/23	\$50.00
-Payment ID- 63528	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$50.00	
	02-61-549	Electrical Inspection		\$50.00		
				\$50.00	\$50.00	
373866	COL14	COLWELL, BRENT	BI	02/13/23	02/27/23	\$50.00
-Payment ID- 63528	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$50.00	
	02-61-549	Electrical Inspection		\$50.00		
				\$50.00	\$50.00	
373867	COL14	COLWELL, BRENT	BI	02/15/23	02/27/23	\$50.00
-Payment ID- 63528	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$50.00	
	02-61-549	Electrical Inspection		\$50.00		
				\$50.00	\$50.00	
373868	COL14	COLWELL, BRENT	BI	02/20/23	02/27/23	\$50.00
-Payment ID- 63528	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$50.00	
	02-61-549	Electrical Inspection		\$50.00		
				\$50.00	\$50.00	



City Of Kewanee

401 East Third Street - Kewanee IL 614432365 -

AP Invoices - Warrant List V1 (No Payroll) - where

373869	COL14	COLWELL, BRENT	BI	02/20/23	02/27/23	\$50.00
-Payment ID- 63528	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$50.00	
	02-61-549	Electrical Inspection		\$50.00		
				\$50.00	\$50.00	
373870	COL14	COLWELL, BRENT	BI	02/21/23	02/27/23	\$50.00
-Payment ID- 63528	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$50.00	
	02-61-549	Electrical Inspection		\$50.00		
				\$50.00	\$50.00	
373872	COL14	COLWELL, BRENT	BI	02/21/23	02/27/23	\$50.00
-Payment ID- 63528	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$50.00	
	02-61-549	Electrical Inspection		\$50.00		
				\$50.00	\$50.00	
4011601747	STE17	STERICYCLE. INC	BI	03/01/23	02/27/23	\$19.95
-Payment ID- 63550	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$19.95	
	01-22-512	Monthly		\$19.95		
				\$19.95	\$19.95	
4144781014	CIN00	CINTAS COPORATION #0342 0342	BI	01/27/23	02/27/23	\$44.30
-Payment ID- 63525	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$44.30	
	62-45-471	Uniforms		\$44.30		
				\$44.30	\$44.30	
4145477960	CIN00	CINTAS COPORATION #0342 0342	BI	02/03/23	02/27/23	\$44.30
-Payment ID- 63525	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$44.30	
	62-45-471	Uniforms		\$44.30		
				\$44.30	\$44.30	
4146174403	CIN00	CINTAS COPORATION #0342 0342	BI	02/10/23	02/27/23	\$44.30
-Payment ID- 63525	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$44.30	
	62-45-471	Uniforms		\$44.30		
				\$44.30	\$44.30	
4146880522	CIN00	CINTAS COPORATION #0342 0342	BI	02/17/23	02/27/23	\$44.30
-Payment ID- 63525	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$44.30	
	62-45-471	Uniforms		\$44.30		
				\$44.30	\$44.30	



City Of Kewanee

401 East Third Street - Kewanee IL 614432365 -

AP Invoices - Warrant List V1 (No Payroll) - where

421006	CRO06	CROWE AUTO GROUP LLC	BI	02/17/23	02/27/23	\$204.17
-Payment ID- 63529	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$204.17	
	62-45-513	Car 3		\$204.17		
				\$204.17	\$204.17	
44922	LOC00	LOCIS	BI	02/10/23	02/27/23	\$67.50
-Payment ID- 63536	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$67.50	
	01-11-563	James Training		\$67.50		
				\$67.50	\$67.50	
44925	LOC00	LOCIS	BI	02/10/23	02/27/23	\$760.00
-Payment ID- 63536	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$760.00	
	01-11-537	Locis Training		\$76.00		
	01-21-563	Locis Training		\$76.00		
	01-22-563	Locis Training		\$76.00		
	01-41-563	Locis Training		\$76.00		
	51-42-563	Locis Training		\$228.00		
	52-43-563	Locis Training		\$228.00		
				\$760.00	\$760.00	
46452	GAL05	GALESBURG BUILDERS SUPPLY	BI	02/09/23	02/27/23	\$3,273.55
-Payment ID- 1007	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$3,273.55	
	15-41-514	Premmier Cold Mix		\$3,273.55		
				\$3,273.55	\$3,273.55	
50830	NAP00	NAPA KEWANEE	BI	02/10/23	02/27/23	\$36.21
-Payment ID- 63542	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$36.21	
	62-45-652	Shop Supplies		\$36.21		
				\$36.21	\$36.21	
50954	NAP00	NAPA KEWANEE	BI	02/14/23	02/27/23	\$6.44
-Payment ID- 63542	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$6.44	
	62-45-652	Hardware		\$6.44		
				\$6.44	\$6.44	
57545	HEA05	HEART TECHNOLOGIES INC	BI	11/07/22	02/23/23	\$987.68
-Payment ID- 63515	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$987.68	
	38-71-549	Repair Holdup Alarm		\$987.68		
				\$987.68	\$987.68	



City Of Kewanee

401 East Third Street - Kewanee IL 614432365 -

AP Invoices - Warrant List V1 (No Payroll) - where

57660	HEA05	HEART TECHNOLOGIES INC	BI	11/15/22	02/23/23	\$392.00
-Payment ID- 63515	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$392.00	
	38-71-549	License Retrieval		\$392.00		
				\$392.00	\$392.00	
62349	HOD00	HODGE'S 66 INC	BI	02/13/23	02/27/23	\$108.00
-Payment ID- 63534	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$108.00	
	62-45-513	St 9		\$108.00		
				\$108.00	\$108.00	
62356	HOD00	HODGE'S 66 INC	BI	02/14/23	02/27/23	\$108.00
-Payment ID- 63534	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$108.00	
	62-45-513	W3		\$108.00		
				\$108.00	\$108.00	
62358	HOD00	HODGE'S 66 INC	BI	02/16/23	02/27/23	\$108.00
-Payment ID- 63534	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$108.00	
	62-45-513	St 21		\$108.00		
				\$108.00	\$108.00	
62370	HOD00	HODGE'S 66 INC	BI	02/17/23	02/27/23	\$108.00
-Payment ID- 63534	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$108.00	
	62-45-513	Sani 42		\$108.00		
				\$108.00	\$108.00	
70793	AUT01	AUTOMOTIVE ELECTRIC OF KEWANEE	BI	02/10/23	02/27/23	\$345.00
-Payment ID- 63520	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$345.00	
	62-45-613	Ford Police Utilities		\$345.00		
				\$345.00	\$345.00	
70794	AUT01	AUTOMOTIVE ELECTRIC OF KEWANEE	BI	02/10/23	02/27/23	\$280.00
-Payment ID- 63520	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$280.00	
	62-45-613	Dump Trucks		\$280.00		
				\$280.00	\$280.00	
763731269687	BLU01	BLUE CROSS BLUE SHIELD OF ILLINOIS	BI	01/31/23	02/27/23	\$279,241.67
-Payment ID- 80000057	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$279,241.67	
	74-14-451	Claims		\$211,285.40		
	74-14-451	Admin Fee		\$67,956.27		
				\$279,241.67	\$279,241.67	



City Of Kewanee

401 East Third Street - Kewanee IL 614432365 -

AP Invoices - Warrant List V1 (No Payroll) - where

8276A	WAL18	WALZ LABEL & MAILING SYSTEMS	BI	02/07/23	02/27/23	\$180.00
-Payment ID- 63554	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$180.00	
	01-11-512	Postage Machine Lease		\$180.00		
				\$180.00	\$180.00	
8281568598	MOT04	MOTOROLA - STARCOM21 NETWORK	BI	02/08/23	02/27/23	\$1,734.48
-Payment ID- 63540	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$1,734.48	
	01-21-830	Multi-Unit Charging Stations For Radios		\$1,734.48		
				\$1,734.48	\$1,734.48	
86916	MEN00	MENARD'S	BI	01/17/23	02/27/23	\$16.45
-Payment ID- 63539	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$16.45	
	51-93-654	Supplies		\$16.45		
				\$16.45	\$16.45	
87993	MEN00	MENARD'S	BI	02/07/23	02/27/23	\$169.96
-Payment ID- 63539	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$169.96	
	52-93-619	Supplies		\$169.96		
				\$169.96	\$169.96	
88041	MEN00	MENARD'S	BI	02/08/23	02/27/23	\$41.44
-Payment ID- 63539	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$41.44	
	52-93-619	Tarp		\$41.44		
				\$41.44	\$41.44	
88143	MEN00	MENARD'S	BI	02/10/23	02/27/23	\$132.19
-Payment ID- 63539	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$132.19	
	01-41-652	Pw Supplies		\$132.19		
				\$132.19	\$132.19	
88154	MEN00	MENARD'S	BI	02/10/23	02/27/23	\$119.99
-Payment ID- 63539	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$119.99	
	52-93-619	Sump Pump		\$119.99		
				\$119.99	\$119.99	
88295	MEN00	MENARD'S	BI	02/13/23	02/27/23	\$31.96
-Payment ID- 63539	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$31.96	
	52-93-619	Cast Iron Swivel		\$31.96		
				\$31.96	\$31.96	



City Of Kewanee

401 East Third Street - Kewanee IL 614432365 -

AP Invoices - Warrant List V1 (No Payroll) - where

88310	MEN00	MENARD'S	BI	02/13/23	02/27/23	\$77.79
-Payment ID- 63539	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$77.79	
	52-93-619	Drill Bits		\$77.79		
				\$77.79	\$77.79	
88360	MEN00	MENARD'S	BI	02/14/23	02/27/23	\$33.35
-Payment ID- 63539	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$33.35	
	52-93-619	Tools/Supplies		\$33.35		
				\$33.35	\$33.35	
88374	MEN00	MENARD'S	BI	02/14/23	02/27/23	\$46.16
-Payment ID- 63539	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$46.16	
	38-71-611	City Hall Supplies		\$46.16		
				\$46.16	\$46.16	
88498	MEN00	MENARD'S	BI	02/16/23	02/27/23	\$74.97
-Payment ID- 63539	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$74.97	
	38-71-611	City Hall Supplies		\$74.97		
				\$74.97	\$74.97	
88558	MEN00	MENARD'S	BI	02/17/23	02/27/23	\$1.74
-Payment ID- 63539	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$1.74	
	62-45-652	Hardware		\$1.74		
				\$1.74	\$1.74	
94147	ANC00	ANCEL, GLINK, DIAMOND, BUSH,	BI	01/11/23	02/27/23	\$322.50
-Payment ID- 63519	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$322.50	
	01-11-533	Corporate		\$322.50		
				\$322.50	\$322.50	
9744215	MUT01	MUTUAL WHEEL CO INC	BI	02/14/23	02/27/23	\$578.32
-Payment ID- 63541	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$578.32	
	62-45-613	St 9		\$578.32		
				\$578.32	\$578.32	
98	BAR06	BARASH & EVERETT, LLC	BI	02/09/23	02/27/23	\$6,533.00
-Payment ID- 63522	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$6,533.00	
	21-11-533	January Retainer		\$6,250.00		
	21-11-533	Additional Fees		\$283.00		
				\$6,533.00	\$6,533.00	



City Of Kewanee

401 East Third Street - Kewanee IL 614432365 -

AP Invoices - Warrant List V1 (No Payroll) - where

D01062023-7 -Payment ID- 80000061	ECO02	THE ECONOMIC DEVELOPMENT GROUP LTD	BI	01/06/23	02/27/23	\$7,827.34
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$7,827.34	
	44-84E-549	Downtown Tif Annual		\$2,491.07		
	44-84D-549	Toc Tif E & 11Th ANNUAL		\$1,253.72		
	44-84C-549	Mill Creek Tif ANNUAL		\$1,253.72		
	44-84B-549	Walworth Tif Annual		\$932.92		
	44-84-549	Kentville Annual		\$968.19		
	44-84A-549	Lininger Annual		\$927.72		
				\$7,827.34	\$7,827.34	
D02012023 CIT -Payment ID- 80000060	VIS05	STATE BANK OF TOULON - VISA	BI	02/01/23	02/27/23	\$237.95
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$237.95	
	01-11-537	Adobe		\$31.89		
	58-36-651	Binders		\$206.06		
				\$237.95	\$237.95	
D02012023 GB -Payment ID- 80000060	VIS05	STATE BANK OF TOULON - VISA	BI	02/01/23	02/27/23	\$12.18
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$12.18	
	01-11-562	Meals		\$12.18		
				\$12.18	\$12.18	
D02012023 KE -Payment ID- 80000060	VIS05	STATE BANK OF TOULON - VISA	BI	02/01/23	02/27/23	\$156.00
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$156.00	
	01-65-563	2018 Irc & Tab Combo		\$156.00		
				\$156.00	\$156.00	
D02012023 KIJ -Payment ID- 80000060	VIS05	STATE BANK OF TOULON - VISA	BI	02/01/23	02/27/23	\$151.50
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$151.50	
	01-21-652	Operating Supplies		\$151.50		
				\$151.50	\$151.50	
D02012023 KN -Payment ID- 80000060	VIS05	STATE BANK OF TOULON - VISA	BI	02/01/23	02/27/23	\$172.50
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$172.50	
	38-71-611	Pc Parts City Hall		\$80.43		
	01-41-929	Pw Meals		\$92.07		
				\$172.50	\$172.50	
D02012023 NW -Payment ID- 80000060	VIS05	STATE BANK OF TOULON - VISA	BI	02/01/23	02/27/23	\$676.56
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$676.56	
	01-21-562	Meals		\$118.01		
	01-11-561	Dues		\$265.00		
	01-21-652	Operating Supplies		\$189.62		
	01-21-549	Lexisnexis		\$88.00		



City Of Keweenaw

401 East Third Street - Keweenaw IL 614432365 -

AP Invoices - Warrant List V1 (No Payroll) - where

D02012023 NW -Payment ID- 80000060	01-21-537	Adobe			\$15.93	
					\$676.56	\$676.56
D02012023 SW -Payment ID- 80000060	VIS05	STATE BANK OF TOULON - VISA	BI	02/01/23	02/27/23	\$160.00
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$160.00	
	01-22-561	Bump Test		\$160.00		
				\$160.00	\$160.00	
D02022023 -Payment ID- 63549	SOP01	SOUTHPARK PSYCHOLOGY	BI	02/02/23	02/27/23	\$350.00
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$350.00	
	01-22-455	Frank Psych Evaluation		\$350.00		
				\$350.00	\$350.00	
D02102023 -Payment ID- 63516	AME29	AMEREN ILLINOIS	BI	02/10/23	02/27/23	\$52,757.30
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$52,757.30	
	01-11-571	Street Lights		\$20,245.67		
	01-52-571	Parks		\$67.71		
	51-93-571	Wtp		\$17,349.47		
	52-93-571	Wwtp		\$12,068.11		
	54-54-571	Francis Park		\$126.15		
	58-36-571	Cemetery		\$528.43		
	62-45-571	Municipal Bldgs		\$2,371.76		
				\$52,757.30	\$52,757.30	
D02122023 -Payment ID- 80000059	STA20	STATE BANK OF TOULON	BI	02/12/23	02/27/23	\$1,895.35
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$1,895.35	
	58-36-710	Principle Payment		\$1,522.25		
	58-36-720	Onterest Payment		\$373.10		
				\$1,895.35	\$1,895.35	
D02172023 -Payment ID- 63543	NOR25	NORTH CENTRAL EMERGENCY VEHICLES	BI	02/17/23	02/27/23	\$235,643.00
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$235,643.00	
	01-22-840	New Ambulance #1		\$235,643.00		
				\$235,643.00	\$235,643.00	
D02232023 -Payment ID- 63531	EDW00	EDWARDS, KEITH	BI	02/23/23	02/27/23	\$44.24
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$44.24	
	01-41-562	Mileage		\$44.24		
				\$44.24	\$44.24	



City Of Kewanee

401 East Third Street - Kewanee IL 614432365 -

AP Invoices - Warrant List V1 (No Payroll) - where

D02242023 -Payment ID- 63555	ZIM01	ZIMMERMAN, CAROL	BI	02/24/23	02/27/23	\$320.00
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$320.00	
	01-22-563	AcIs Renewal		\$320.00		
				\$320.00	\$320.00	
D02272023 -Payment ID- 63535	KEW60	KEWANEE ROTARY CLUB FOUNDATION	BI	02/27/23	02/27/23	\$89.50
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$89.50	
	01-11-562	Meals		\$89.50		
				\$89.50	\$89.50	
D02272023 -Payment ID- 63557	MIC09	MICHLIG ENERGY LTD	BI	02/27/23	02/27/23	\$19,190.74
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$19,190.74	
	01-41-655	Pw Gas		\$1,328.36		
	51-42-655	Water Gas		\$2,004.28		
	52-43-655	Sewer Gas		\$1,049.77		
	52-93-655	Wwtp Gas		\$214.31		
	01-22-655	Fire Gas		\$444.60		
	01-21-655	Police Gas		\$5,461.77		
	01-41-655	Pw Diesel		\$1,455.82		
	51-42-655	Water Diesel		\$1,140.86		
	57-44-655	Sanitation Diesel		\$3,774.49		
	01-22-655	Fire Diesel		\$1,446.28		
	52-43-655	Sewer Diesel		\$870.20		
				\$19,190.74	\$19,190.74	
D02272023 -Payment ID- 80000062	UNI30	UNION FEDERAL SAVINGS & LOAN ASSN	BI	02/27/23	02/27/23	\$3,978.45
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$3,978.45	
	01-21-710	Police Vehicles		\$3,734.33		
	01-21-720	Police Vehicles		\$244.12		
				\$3,978.45	\$3,978.45	
D1/10/23 -Payment ID- 63546	QUA14	QUAD CITY COUNCIL OF POLICE CHIEFS	BI	02/23/23	02/27/23	\$250.00
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$250.00	
	01-21-561	2023 Annual Dues		\$250.00		
				\$250.00	\$250.00	
D2/15/23 -Payment ID- 63545	POL01	POLICE PETTY CASH	BI	02/23/23	02/27/23	\$63.33
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$63.33	
	01-21-929	Business Lunch With Henry County State'S Attorney		\$63.33		
				\$63.33	\$63.33	



City Of Kewanee

401 East Third Street - Kewanee IL 614432365 -

AP Invoices - Warrant List V1 (No Payroll) - where

D2/21/23 -Payment ID- 63539	MEN00	MENARD'S	BI	02/23/23	02/27/23	\$1,013.76
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$1,013.76	
	01-21-657	Materials To Build New K9 Pen		\$1,013.76		
				\$1,013.76	\$1,013.76	
D2/22/23 -Payment ID- 63545	POL01	POLICE PETTY CASH	BI	02/23/23	02/27/23	\$60.69
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$60.69	
	01-21-562	Training Meals For Kuffel Fto Class		\$60.69		
				\$60.69	\$60.69	
IN-8001063774 -Payment ID- 90001148	ACC04	ACCESS SYSTEMS	BI	09/02/22	02/27/23	\$12.08
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$12.08	
	58-36-552	Phones		\$0.19		
	01-41-552	Phones		\$0.90		
	62-45-552	Phones		\$0.19		
	01-22-552	Phones		\$3.40		
	01-21-552	Phones		\$4.28		
	01-11-552	Phones		\$3.12		
				\$12.08	\$12.08	
INV1322231 -Payment ID- 90001148	ACC04	ACCESS SYSTEMS	BI	02/08/23	02/27/23	\$62.50
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$62.50	
	62-45-537	Fleet Server		\$62.50		
				\$62.50	\$62.50	
INV1322261 -Payment ID- 90001148	ACC04	ACCESS SYSTEMS	BI	02/08/23	02/27/23	\$1,867.62
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$1,867.62	
	62-45-830	Fleet Server		\$1,867.62		
				\$1,867.62	\$1,867.62	
INV1323326 -Payment ID- 90001148	ACC04	ACCESS SYSTEMS	BI	02/10/23	02/27/23	\$3,832.30
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$3,832.30	
	01-21-537	It Maintenance		\$997.36		
	01-22-537	It Maintenance		\$208.08		
	01-11-537	It Maintenance		\$208.49		
	01-65-537	It Maintenance		\$208.08		
	58-36-537	It Maintenance		\$96.52		
	51-42-537	It Maintenance		\$543.95		
	52-43-537	It Maintenance		\$431.99		
	57-44-537	It Maintenance		\$431.99		
	51-42-537.4	It Maintenance		\$59.10		
	52-43-537.4	It Maintenance		\$59.10		
	01-41-537.4	It Maintenance		\$59.10		
	02-61-537	It Maintenance		\$208.49		
	01-41-537	It Maintenance		\$320.05		
				\$3,832.30	\$3,832.30	



City Of Kewanee

401 East Third Street - Kewanee IL 614432365 -

AP Invoices - Warrant List V1 (No Payroll) - where

INV-38349 -Payment ID- 90001149	BIG03	BIG TRUCK RENTAL	BI	02/09/23	02/27/23	\$9,400.00
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$9,400.00	
	57-44-593	Garbage Truck Rental		\$9,400.00		
				\$9,400.00	\$9,400.00	
PC020737776 -Payment ID- 63527	ALT00	ALTORFER INC	BI	02/10/23	02/27/23	\$644.20
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$644.20	
	62-45-613	Stock Coolant		\$644.20		
				\$644.20	\$644.20	
UFIW8731 -Payment ID- 63553	UNI35	UNIVERSITY OF ILLINOIS	BI	02/07/23	02/27/23	\$600.00
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$600.00	
	01-22-563	Roof Inspector Class		\$600.00		
				\$600.00	\$600.00	
X106481443-01 -Payment ID- 63552	TRU03	TRUCK COUNTRY OF IOWA	BI	02/10/23	02/27/23	\$1,363.49
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$1,363.49	
	57-44-513	Sani 42		\$1,363.49		
				\$1,363.49	\$1,363.49	
X203038920-01 -Payment ID- 63551	HAW02	THOMPSON TRUCK & TRAILER, INC	BI	02/10/23	02/27/23	\$49.94
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$49.94	
	62-45-613	W3		\$49.94		
				\$49.94	\$49.94	
Total						\$763,597.08



City Of Kewanee

401 East Third Street - Kewanee IL 614432365 -

AP Invoices - Warrant List V1 (No Payroll) - where

Cash Requirement Totals		Account	Amount	Fund	Amount
Total Invoices:	104	01-00-219 OTHER DED WITHHELD PAYABLE	\$12.12	01	\$335,003.61
Total Transactions:	3	01-11-512 MAINT EQUIPMENT	\$787.32	02	\$741.74
Total Vendors:	54	01-11-531 ACCOUNTING SERVICE	\$3,990.00	15	\$3,273.55
Total Amount:	\$763,597.08	01-11-533 LEGAL SERVICES	\$322.50	21	\$7,028.00
		01-11-537 COMPUTER SERVICES	\$2,816.31	23	\$500.00
		01-11-552 TELEPHONE	\$3.12	38	\$1,581.24
		01-11-561 DUES & PUBLICATIONS	\$265.00	44	\$7,827.34
		01-11-562 TRAVEL EXPENSE	\$101.68	51	\$37,172.23
		01-11-563 TRAINING	\$67.50	52	\$58,939.70
		01-11-571 UTILITIES	\$20,245.67	54	\$709.42
		01-21-537 COMPUTER SERVICES	\$1,736.29	57	\$21,468.86
		01-21-539 ANIMAL CONTROL	\$2,500.00	58	\$2,886.92
		01-21-549 OTHER PROFESSIONAL SERVICES	\$88.00	62	\$7,222.80
		01-21-552 TELEPHONE	\$4.28	74	\$279,241.67
		01-21-561 DUES	\$250.00		\$763,597.08
		01-21-562 TRAVEL EXPENSES	\$178.70		
		01-21-563 TRAINING	\$76.00		
		01-21-652 OPERATING SUPPLIES	\$341.12		
		01-21-655 AUTOMOTIVE FUEL/OIL	\$5,461.77		
		01-21-657 K9 SUPPLIES/FOOD	\$1,013.76		
		01-21-710 PRINCIPAL PAYMENT	\$3,734.33		
		01-21-720 INTEREST PAYMENT	\$244.12		
		01-21-830 EQUIPMENT	\$1,734.48		
		01-21-929 MISCELLANEOUS EXPENSE	\$63.33		
		01-22-455 PRE-EMPLOYMENT/TESTING	\$350.00		
		01-22-512 MAINT-SERVICE EQUIPMENT	\$575.95		
		01-22-513 MAINT. SERVICE-VEHICLE	\$590.00		
		01-22-537 COMPUTER SERVICES	\$378.88		
		01-22-552 TELEPHONE	\$3.40		
		01-22-561 DUES & PUBLICATIONS	\$160.00		
		01-22-563 TRAINING	\$996.00		
		01-22-612 MAINT SUPPLY-EQUIP EMS	\$1,354.89		
		01-22-655 AUTOMOTIVE FUEL/OIL	\$1,890.88		
		01-22-840 VEHICLE	\$235,643.00		
		01-41-537 COMPUTER SERVICE	\$519.74		
		01-41-537.4 COMPUTER SERVICES (ENGINEER)	\$92.35		
		01-41-552 TELEPHONE	\$0.90		
		01-41-562 TRAVEL EXPENSES	\$44.24		
		01-41-563 TRAINING	\$76.00		
		01-41-616 MAINT. SUPPLIES-SNOW REMOVAL	\$42,750.00		
		01-41-652 OPERATING SUPPLIES	\$132.19		
		01-41-655 AUTOMOTIVE FUEL/OIL	\$2,784.18		
		01-41-929 MISCELLANEOUS EXPENSE	\$92.07		
		01-52-571 UTILITIES	\$67.71		
		01-65-537 COMPUTER SERVICE	\$307.83		
		01-65-563 TRAINING	\$156.00		



City Of Kewanee

401 East Third Street - Kewanee IL 614432365 -

AP Invoices - Warrant List V1 (No Payroll) - where

02-61-537 COMPUTER SERVICES	\$241.74
02-61-549 OTHER PROFESSIONAL SERVICES	\$500.00
15-41-514 MAINT SERVICE - STREET	\$3,273.55
21-11-533 LEGAL SERVICE	\$7,028.00
23-64-850 UTILITY SYSTEM	\$500.00
38-71-549 OTHER PROFESSIONAL SERVICES	\$1,379.68
38-71-611 MAINT. SUPPLIES BUILDING	\$201.56
44-84-549 OTHER PROF SERVICES/KENTVILLE RD	\$968.19
44-84A-549 OTHER PROF SERVICES/LININGER PRK	\$927.72
44-84B-549 OTHER PROF SERVICES/WALWORTH TIF	\$932.92
44-84C-549 OTHER PROF SERVICE/MILL CRK TIF	\$1,253.72
44-84D-549 OTHER PROF SERVICE/11TH & EAST	\$1,253.72
44-84E-549 OTHER PROF SERVICES/DOWNTOWN 201	\$2,491.07
51-42-537 COMPUTER SERVICE/FEES	\$593.92
51-42-537.4 COMPUTER SERVICES	\$258.79
51-42-563 TRAINING	\$228.00
51-42-655 AUTOMOTIVE FUEL/OIL	\$3,145.14
51-93-515 MAINT. SERVICE UTILITY SYSTEM	\$15,580.46
51-93-571 UTILITIES	\$17,349.47
51-93-654 JANITORIAL SUPPLIES	\$16.45
52-43-537 COMPUTER SERVICES	\$681.65
52-43-537.4 COMPUTER SERVICES	\$92.35
52-43-563 TRAINING	\$228.00
52-43-655 AUTOMOTIVE FUEL/OIL	\$1,919.97
52-93-515 MAINT SERVICE UTILITY SYSTEM	\$42,695.36
52-93-571 UTILITIES	\$12,068.11
52-93-619 MAINT SUPPLIES WWTP	\$529.66
52-93-652 OPERATING SUPPLIES	\$510.29
52-93-655 AUTOMOTIVE FUEL/OIL	\$214.31
54-54-571 UTILITIES	\$709.42
57-44-513 MAINT-SERVICE-VEHICLE	\$1,363.49
57-44-537 COMPUTER SERVICES	\$581.71
57-44-573 GARBAGE DISPOSAL	\$6,349.17
57-44-593 RENTALS	\$9,400.00
57-44-655 GAS & OIL	\$3,774.49
58-36-537 COMPUTER SERVICES	\$196.45
58-36-552 TELEPHONE	\$0.19
58-36-571 UTILITIES	\$528.43
58-36-612 MAINT-SUPPLIES-EQUIP	\$60.44
58-36-651 OFFICE SUPPLIES	\$206.06
58-36-710 PRINCIPAL PAYMENT	\$1,522.25
58-36-720 INTEREST PAYMENT	\$373.10
62-45-471 UNIFORM ALLOWANCE	\$177.20
62-45-513 MAINT-SERVICE-VEHICLE	\$636.17
62-45-537 COMPUTER SERVICES	\$62.50
62-45-552 TELEPHONE	\$0.19



City Of Kewanee

401 East Third Street - Kewanee IL 614432365 -

AP Invoices - Warrant List V1 (No Payroll) - where

62-45-571 UTILITIES	\$2,371.76
62-45-612 MAINT-SUPPLIES-EQUIPMENT	\$175.51
62-45-613 MAINT-SUPPLIES-VEHICLE	\$1,887.46
62-45-652 OPERATING SUPPLIES	\$44.39
62-45-830 EQUIPMENT	\$1,867.62
74-14-451 HEALTH INSURANCE	\$279,241.67
	\$763,597.08

Paying Account	Payment Method	Count	Amount	Vendor	Amount
01-00-114.00	Check	42	\$386,602.38	ACC04	\$8,523.71
23-00-114.00	Check	1	\$500.00	AME07	\$1,146.00
15-00-114	Check	1	\$3,273.55	AME29	\$52,757.30
01-00-114.00	Web/Telephone	7	\$352,797.44	ANC00	\$322.50
01-00-114.00	Nacha	3	\$20,423.71	CAB00	\$810.00
			\$763,597.08	CIT01	\$12.12
				CLI02	\$3,990.00
				EDW00	\$44.24
				HEN02	\$2,500.00
				KEW60	\$89.50
				LOC00	\$827.50
				MCK00	\$301.92
				MED04	\$242.97
				MEN00	\$1,759.76
				MIC09	\$19,190.74
				MOT04	\$1,734.48
				NOR25	\$235,643.00
				POL01	\$124.02
				QUA14	\$250.00
				REV00	\$2,400.00
				SNI01	\$42,750.00
				SOP01	\$350.00
				STE17	\$19.95
				UNI30	\$3,978.45
				UNI35	\$600.00
				VIS05	\$1,566.69
				WAL18	\$180.00
				ZIM01	\$320.00
				COL14	\$500.00
				GAL05	\$3,273.55
				AME05	\$495.00
				BAR06	\$6,533.00
				ART00	\$500.00
				HEA05	\$1,379.68
				ECO02	\$7,827.34
				BOC00	\$58,275.82
				HAC00	\$510.29
				OREILLY	\$45.17
				GOL00	\$583.27
				BIG03	\$9,400.00
				ECO04	\$6,349.17



City Of Kewanee

401 East Third Street - Kewanee IL 614432365 -

AP Invoices - Warrant List V1 (No Payroll) - where

TRU03	\$1,363.49
STA20	\$1,895.35
BandB01	\$156.15
ALT00	\$644.20
AUT01	\$625.00
BON00	\$79.80
CIN00	\$177.20
CRO06	\$204.17
HAW02	\$49.94
HOD00	\$432.00
MUT01	\$578.32
NAP00	\$42.65
BLU01	\$279,241.67
	<u>\$763,597.08</u>

Vendor	C/Y 2023 Invoices	C/Y 2023 Payments	F/Y 2023 Invoices	F/Y 2023 Payments
ACC04	(17) 22244.47	(2) 13732.84	(77) 110728.84	(42) 113295.61
AFS00	(2) 2543.80	(2) 2543.80	(10) 11760.74	(10) 11760.74
ALT00	(1) 644.20	(0) 0.00	(4) 1520.04	(3) 1520.04
AME01	(3) 2881.44	(4) 3841.92	(21) 19543.72	(21) 19543.72
AME05	(1) 495.00	(0) 0.00	(1) 495.00	(1) 495.00
AME07	(1) 1146.00	(0) 0.00	(1) 1146.00	(1) 1146.00
AME29	(3) 79048.28	(2) 26494.20	(19) 287129.11	(19) 287248.54
ANC00	(1) 322.50	(0) 0.00	(4) 806.25	(3) 1775.00
ART00	(1) 500.00	(0) 0.00	(3) 224832.00	(3) 224832.00
AUT01	(3) 635.00	(1) 10.00	(10) 1475.75	(8) 1475.75
BandB01	(2) 156.15	(1) 66.69	(20) 7062.67	(11) 7062.67
BAR06	(2) 13910.00	(1) 7377.00	(12) 70004.16	(11) 70004.16
BIG03	(1) 9400.00	(0) 0.00	(8) 75200.00	(7) 75200.00
BLU01	(2) 468805.69	(2) 373511.55	(6) 1279692.69	(6) 1279692.69
BOC00	(2) 116856.28	(1) 58580.46	(10) 630435.90	(10) 584281.40
BON00	(2) 206.03	(2) 364.37	(9) 13407.19	(4) 13407.19
CAB00	(1) 810.00	(0) 0.00	(2) 955.00	(2) 955.00
CIN00	(7) 368.74	(2) 280.14	(42) 1849.38	(11) 2073.81
CIT01	(5) 2938.02	(5) 3913.32	(15) 8625.70	(14) 8625.70
CIT04	(3) 25646.31	(3) 33995.67	(21) 171264.65	(20) 171264.65
CLI02	(1) 3990.00	(0) 0.00	(6) 30660.00	(5) 30660.00
COL14	(19) 950.00	(3) 850.00	(109) 5275.00	(17) 5650.00
CRO06	(1) 204.17	(0) 0.00	(6) 661.57	(5) 661.57
ECO02	(7) 13055.74	(1) 5228.40	(8) 17950.54	(3) 17950.54



City Of Kewanee

401 East Third Street - Kewanee IL 614432365 -

AP Invoices - Warrant List V1 (No Payroll) - where

ECO04	(1) 6349.17	(0) 0.00	(13) 256400.49	(13) 281774.82
EDW00	(1) 44.24	(0) 0.00	(4) 215.04	(4) 215.04
EFTPS	(6) 107892.38	(8) 148617.35	(42) 816290.35	(42) 816290.35
FOP00	(2) 2703.00	(2) 2703.00	(12) 13091.00	(12) 13091.00
GAL05	(1) 3273.55	(1) 3195.06	(5) 16744.86	(7) 23581.95
GOL00	(3) 1721.95	(2) 1138.68	(5) 2914.76	(5) 2914.76
HAC00	(2) 510.29	(1) 144.50	(15) 2545.17	(9) 2545.17
HAW02	(3) 332.12	(1) 282.18	(11) 2038.10	(9) 2598.22
HEA05	(0) 0.00	(1) 1379.68	(4) 5210.83	(3) 5210.83
HEN02	(2) 5000.00	(1) 2500.00	(10) 25000.00	(9) 25000.00
HOD00	(6) 575.64	(1) 143.64	(35) 15995.17	(12) 16502.17
IDOR	(3) 27418.51	(4) 37549.59	(27) 202940.66	(27) 202940.66
IMR00	(2) 192.00	(2) 192.00	(10) 960.00	(10) 960.00
IMRF	(6) 41595.65	(8) 56260.74	(33) 285539.40	(33) 285539.40
KEW02	(3) 18083.36	(3) 24134.21	(23) 853497.74	(21) 853497.74
KEW06	(3) 14588.58	(4) 19951.91	(23) 856121.02	(22) 856121.02
KEW07	(3) 2160.00	(4) 3060.00	(21) 18560.00	(21) 18560.00
KEW60	(1) 89.50	(0) 0.00	(5) 456.00	(6) 654.50
LOC00	(5) 11846.50	(3) 12129.00	(11) 15851.50	(7) 15851.50
LPL00	(3) 600.00	(4) 800.00	(22) 4350.00	(22) 4350.00
MCK00	(12) 1668.59	(3) 1421.27	(83) 10200.23	(21) 11259.26
MED04	(3) 545.85	(1) 302.88	(31) 21122.69	(17) 21386.37
MEN00	(43) 6363.05	(3) 5781.90	(200) 19233.86	(18) 23455.35
MIC09	(3) 38615.21	(1) 19424.47	(58) 182031.25	(13) 183052.29
MID29	(2) 593.94	(2) 593.94	(2) 593.94	(2) 593.94
MOT04	(1) 1734.48	(0) 0.00	(4) 249190.84	(4) 249190.84
MUT01	(1) 578.32	(0) 0.00	(5) 2721.70	(4) 2721.70
MUT03	(2) 4417.08	(3) 7278.64	(17) 25529.59	(17) 25529.59
NAC00	(3) 12869.30	(4) 17231.59	(21) 95415.59	(21) 95415.59
NAP00	(12) 572.64	(1) 529.99	(67) 4872.67	(14) 5277.64
NOR25	(1) 235643.00	(0) 0.00	(1) 235643.00	(1) 235643.00
OREILLY	(9) 131.17	(3) 167.74	(63) 2270.56	(8) 1613.87
POL01	(7) 249.70	(2) 125.68	(24) 1342.39	(11) 1342.39
QUA14	(1) 250.00	(0) 0.00	(1) 250.00	(1) 250.00
REV00	(1) 2400.00	(0) 0.00	(1) 2400.00	(2) 4800.00
SNIO1	(3) 94016.25	(2) 51266.25	(5) 122981.25	(5) 122981.25



City Of Kewanee

401 East Third Street - Kewanee IL 614432365 -

AP Invoices - Warrant List V1 (No Payroll) - where

SOP01	(1) 350.00	(0) 0.00	(6) 2100.00	(6) 2100.00
STA09	(3) 1155.30	(4) 1540.40	(21) 8087.10	(21) 8087.10
STA20	(5) 13483.18	(2) 11587.83	(10) 32305.65	(6) 32305.65
STE17	(3) 59.85	(2) 39.90	(11) 214.70	(11) 214.70
TRU03	(1) 1363.49	(0) 0.00	(2) 1451.83	(2) 1451.83
UNI05	(3) 342.00	(4) 456.00	(21) 1291.00	(21) 1291.00
UNI30	(2) 7956.90	(1) 3978.45	(8) 31827.60	(7) 31827.60
UNI35	(1) 600.00	(1) 600.00	(3) 1900.00	(3) 1900.00
VIS05	(16) 6063.35	(1) 4496.66	(77) 56480.43	(12) 56480.43
WAL18	(1) 180.00	(0) 0.00	(4) 749.86	(4) 749.86
YMC00	(2) 895.15	(2) 895.15	(14) 3753.43	(13) 3753.43
ZIM01	(1) 320.00	(0) 0.00	(4) 1070.00	(4) 1070.00

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

February 16, 2023

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

RE: Report from Zoning Board of Appeals for February 15, 2023 meeting.

The Zoning Board of Appeals convened at 5:00 p.m. February 15, 2023, in the Council Chambers at Kewanee City Hall. ZBA members Peart, Brackett and Martinez were absent. For business, there was one variance petition application upon which to conduct a public hearing.

CASE ONE:**600, 608 & 614 N. Main St., A variance of 15 feet to the required 20 feet rear setback AND a variance of 11 parking spaces to the required 46 spaces.****Background Information:**

Jordan Ryan, of Kinetic Design & Development, contacted me regarding the construction of a new retail store (Dollar General) to be placed on the subject properties. Upon review of the plans that were submitted, I discovered that the proposed building would be 15 feet too close to the rear (east) property line. I advised Ryan that a variance to allow the building to be constructed with a 5 feet setback would be required. The plans also showed 35 parking spaces which is 11 less than required by city ordinance. Ryan forwarded this information to their engineering group to see if redesigning the plans is an option.

Rodney Parrott, of Overland Engineering LLC, contacted me a few days later and advised they would need to request a variance for the setback and the parking spaces.

The Subject Property:**Address:** 600 N. Main St.**Legal Description:** LTS 3 & 4 MOLLIE LYLES SUB OF LTS 3 & 4 & NW COR LT 6 SW SE SEC 28 CITY OF KEWANEE [EZ], County of Henry, State of Illinois.**Address:** 608 N. Main St.**Legal Description:** LT 5 LYLES SUB OF LT 3 & 4 & NW CORNER LT 6 SW SE SEC 28 CITY OF KEWANEE, County of Henry, State of Illinois.**Address:** 614 N. Main St.**Legal Description:** LT 6 LYLES SUB OF LT 3 & 4 & NW CORNER LT 6 SW SE SEC 28 CITY OF KEWANEE, County of Henry, State of Illinois.

Everything You Need!

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

Location: Northeast corner of E. 6th St. and N. Main St.

Zoning: B-3 Business Service & Wholesale District.

Dimensions: 227.5 feet North to South by 164 feet East to West, 37310 Sq. Ft area.

Existing Buildings or Uses: Metal post frame building, Single-family dwelling and detached garage.

Existing Land Use Map: Commercial.

Proposed Land Use Map: Commercial.

The Surrounding Area:

Zoning District(s): Surrounding land is zoned B-3 Business Service & Wholesale District and M-1 Manufacturing District Limited to the South.

Uses of Land:

The surrounding land contains business uses.

Variance Requested:

A variance of 15 feet to the required 20 feet rear setback.

AND

A variance of 11 parking spaces to the required 46 spaces.

The City has no objection to the variance request.

The Public Hearing:

At 5:00 p.m. February 15, 2023, the hearing on the variance request at 600, 608 & 614 N. Main St. was held. Dean Chalkey of Chamlin & Associates was present to represent the petition.

- Edwards read the background information to the Zoning Board.
- Edwards said he had discussions with Public Works Manager Kevin Newton who stated there is a sewer line in the alley to the East of the subject property but the variance causes no concern with access to it should the need arise.
- Edwards said the City has no concerns about the parking space requirement variance as well. The plans show 2 ADA compatible parking spaces as required by law which leaves 33 regular parking spaces.
- Chalkey said that the proposed building would be placed at a similar setback to where the Casey's building exists to the North and that the 35 parking spaces is typical to other Dollar General locations.
- Raymond Salisbury, of 112 E 6th Street, spoke in favor of the variance requests. Salisbury said that the new building and fence would help keep trash from blowing

Everything You Need!

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

into his yard from Main Street and would also keep snow from blowing into his driveway.

- There was general discussion about the new Dollar General location being a good addition to the North side of Kewanee.
- Dan Kuffel from Kewanee asked about the entrances to the parking lot. Chalkey stated there would be entrances off Main Street and 6th Street and that delivery trucks will be able to enter the parking lot for unloading without blocking traffic in the roadway.

There were no objectors.

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 four in favor of the application, none opposed and three absent, that the City Council grant the variance request of 15 feet to the required 20 feet rear setback. Additionally, by a vote of four in favor of the application, none opposed and three absent, that the City Council grant the variance request of 11 parking spaces to the required 46 spaces.

There being no further business, the meeting adjourned at 5:20 p.m.

Respectfully yours,

 *By: [Signature]*
Jerry Thompson, Chairman

Date:

Date 2/13/23

Attendance

setback parking

PEART Jeremy 2/14 Y	X	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
BRACKETT Stephen 2/6 N	X	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
KUFFEL Brenda 2/2 Y	✓	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
ENSLEY Jim 2/13 Y	✓	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
THOMPSON Jerry 2/14 Y	✓	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
MCINTYRE David 2/18 Y	✓	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
MARTINEZ Daniel 2/4 N	X	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
		yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
		yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
		yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent

CITY OF KEWANEE, ILLINOIS

ORDINANCE NO. 4121

KEWANEE DOWNTOWN TAX INCREMENT FINANCING DISTRICT

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

by and between

THE CITY OF KEWANEE, HENRY COUNTY, ILLINOIS

and

MIDLAND PLAZA, LLC

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF KEWANEE, HENRY COUNTY, ILLINOIS
ON THE 27TH DAY OF FEBRUARY, 2023.**

CITY OF KEWANEE, ILLINOIS: ORDINANCE NO. 4121

KEWANEE DOWNTOWN TIF DISTRICT

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

by and between

THE CITY OF KEWANEE

and

MIDLAND PLAZA, LLC

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

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

1. The TIF Redevelopment Agreement with Midland Plaza, LLC (the “Developer”) attached hereto as **Exhibit A** is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Redevelopment Agreement and the City Clerk of the City of Kewanee is hereby authorized and directed to attest such execution.
3. The Redevelopment Agreement shall be effective the date of its approval on the 27TH day of February, 2023.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

[the remainder of this page is intentionally blank]

PASSED APPROVED AND ADOPTED by the Mayor and City Council of the City of Kewanee
this 27th day of February, 2023.

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

APPROVED: _____, Date ____/ ____ / 2023
Mayor

ATTEST: _____, Date: ____/ ____ / 2023
City Clerk, City of Kewanee

Attachment: **EXHIBIT A.** Redevelopment Agreement by and between the City of Kewanee and
Midland Plaza, LLC.

EXHIBIT A

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

by and between

THE CITY OF KEWANEE

and

MIDLAND PLAZA, LLC

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF KEWANEE, HENRY COUNTY, ILLINOIS

and

MIDLAND PLAZA, LLC

KEWANEE DOWNTOWN TAX INCREMENT FINANCING DISTRICT

FEBRUARY 27, 2023

**REDEVELOPMENT AGREEMENT by and between CITY OF KEWANEE and
MIDLAND PLAZA, LLC**

KEWANEE DOWNTOWN TIF DISTRICT

THIS REDEVELOPMENT AGREEMENT (including Exhibits) is entered into this 27th day of February, 2023, by and between the City of Kewanee (the “City”), an Illinois Municipal Corporation, Henry County, Illinois, and Midland Plaza, LLC, an Illinois Limited Liability Company (the “Developer”).

PREAMBLE

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

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

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et seq., as amended (the “Act”), the City has the authority to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues (“real estate tax increment”) or from other City revenues; and

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

WHEREAS, included in the Redevelopment Project Area is property owned by the Developer, located at 157-179 South Street and 131 West South Street, Kewanee, Illinois (real estate tax property identification numbers 25-09-226-021 and 25-09-226-023) (the “Property”); and

WHEREAS, the Developer owns said Property and has proceeded with plans to undertake a multiphase phase development including construction of an Arby’s restaurant (hereinafter referred to as “Phase 1”) and development, construction and rehabilitation of other commercial buildings and improvements with a total estimated project cost between \$11,000,000 and \$15,000,000 to be completed in separate stages (hereinafter referred to as “Phase 2” to be located thereon (the “Project”), and is doing so based on the availability of TIF incentives offered by the City; and

WHEREAS, it is the intent of the City to encourage economic development which will increase the real estate tax revenue of the City, which increased incremental taxes will be used, in part, to finance incentives to assist development within the Tax Increment Financing District; and

WHEREAS, the Developer’s proposed Project is consistent with the TIF District Redevelopment Plan and Projects for the Redevelopment Project Area and further conforms to the land uses of the City as adopted; and

WHEREAS, pursuant to Section 5/11-74.4-4(b) of the Act, the City may make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of the Redevelopment Plan; and

WHEREAS, pursuant to Section 5/11-74.4-4(j) of the Act, the City may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement and further defined in Section 5/11-74.4-3(q) of the Act, including those Estimated TIF Eligible Project Costs as herein listed in the attached **Exhibit “1”** of this Redevelopment Agreement; and

WHEREAS, the Developer requested that incentives for the development be provided by the City from incremental increases in real estate taxes of the City generated from its Project and the City agreed to such incentives; and

WHEREAS, the City has determined that this Project required the incentives requested as set forth herein and that said Project will, as a part of the Plan, promote the health, safety and welfare of the

City and its citizens by attracting private investment to prevent blight and deterioration and to generally enhance the economy of the City; and

WHEREAS, the City has reviewed the conditions of the Property and has reason to believe that the costs of the necessary public and private improvements to be incurred by the Developer in furtherance of the Project are eligible project costs under the Act and are consistent with the Redevelopment Plan of the City; and

WHEREAS, the Parties have agreed that the City shall reimburse the Developer a portion of its TIF Eligible Project Costs incurred with respect to the Project as set forth below.

WHEREAS, in consideration of the execution of this Agreement, the Developer is completing the Project as set forth in **Exhibit “1”**; and

WHEREAS, the City is entering into this Agreement having encouraged and induced the Developer to proceed with the Project located on said Property.

AGREEMENTS

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

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.
4. The Developer shall certify completion of Phase 1 of the Project within six (6) months from the date this Agreement is executed, subject to extension due to Force Majeure (defined below). The Developer shall commence Phase 2 within a commercially reasonable time from the date of execution of this Agreement, subject to extension due to Force Majeure, availability of financing and completion of tenant leases. (The parties recognize that changes in markets and costs can greatly impact the viability of construction and therefore Developer is not obligated or liable to construct Phase 2 of the Project, but will not receive further reimbursements in excess of those previously approved under this Agreement if it does not proceed.) As Phase 2 commences it will be completed in stages as plans are finalized for improvements necessary for

commercial tenants. Phase 2 of the Project shall comprise all development undertaken by the Developer located on the Property with the exception of the Phase 1 development. Estimated Developer's Eligible Project Costs will be finalized by Developer and the City with respect to the construction of each stage of Phase 2 of the Project.

5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

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

C. INCENTIVES

In consideration for the Developer purchasing the Property and completing the Project as set forth herein, the City agrees to extend to the Developer the following incentives to assist the Developer's Project:

1. The City shall provide a Grant with conditions antecedent to the Developer in the amount of **Four Hundred Eighty Thousand Dollars (\$480,000.00)** to reimburse the Developer for TIF Eligible Project Costs it has incurred in developing Phase 1 of the Project (the "Grant"). The terms and conditions for the Grant shall be as follows:
 - a. The full Grant amount of **\$480,000.00** shall be disbursed to the Developer from the Kewanee Downtown TIF District Special Tax Allocation Fund within thirty (30) days following the execution of this Agreement, in light of prior verification of a minimum of \$480,000.00 of TIF Eligible Project Costs incurred in furtherance of completing Phase 1 of the Project pursuant to the process for verification set forth in *Section E* below, whichever occurs later.
 - i. At all times during the life of the TIF, the property taxes for the Property comprising Phase 1 must be paid annually and on time or within allowable extensions but not allowing the taxes to be sold for lack of payment.
 - ii. All net incremental increases in real estate tax generated from the Phase 1 improvements on the Property will be retained by the City.
2. Additionally, and with respect to Phase 2 the City shall reimburse the Developer **Seventy-Five percent (75%)** of the annual "net" incremental increases in real estate tax generated over the base year by **Phase 2** of the Developer's Project located on the Property for the reimbursement of the Developer's Eligible Project Costs incurred in the Development of Phase 2 (**Exhibit "1"**). Said reimbursements shall commence with the real estate tax increment derived in the first tax year following completion of the first stage of Phase 2 improvements, and will continue for the current remaining life of the TIF District, or until all TIF eligible project costs approved in accordance with this Agreement and consistent with **Exhibit "1"** are fully reimbursed.,

whichever occurs first. These funds are to be allocated to and when collected shall be paid to the City Treasurer for deposit in a separate account within the Special Tax Allocation Fund for the Kewanee Downtown TIF District designated as the “**Cohen Development Special Account**” (the “Special Account”). All monies deposited into the Special Account shall be used exclusively by the City for the purposes set forth in this Agreement. If Developer has not commenced procedures to actively pursue and demonstrate substantial progress regarding Phase 2 as contemplated herein within two (2) years following the date of this Agreement and has not further demonstrated reasonable cause for delay which would be sufficient in the City’s opinion for an extension of time, then no Phase 2 incentives will be approved without further action of the City Council.

- a. The real estate tax increment to be reimbursed pursuant to this paragraph 2 shall be derived only from new development undertaken by the Developer located on the Property and shall specifically exclude any real estate tax increment generated by Phase.
3. “Net” real estate tax increment is defined as increases in annual real estate tax increment derived from the Developer’s Project after payment of a proportionate amount of reasonable administrative fees and costs incurred by the City and payments pursuant to TIF District intergovernmental agreements, if any existing prior to this Agreement. The Developer’s proportionate amount is calculated by dividing the increment generated by the Developer’s Project by the total TIF District increment, and multiplying the result by such TIF District administrative fees and costs and payments pursuant to any TIF District Intergovernmental Agreements.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. The Developer shall be reimbursed by the City for all Eligible Project Costs permitted by the Act and substantially as set forth in **Exhibit “1”** exclusively from the real estate tax increment generated by this Project located on the Property and deposited into the Special Account, but only for the term of the Agreement and only from the Property included in this Project and currently owned by the Developer at that location. The parties may add additional phases and eligible project costs in excess of the amount authorized by this Agreement upon mutual agreement.
2. It is not contemplated nor is the City obligated to use any of its proportionate share of the monies for any of the Developer’s Eligible Project Costs but, rather, the City shall use its sums for any purpose under the Act as it may in its sole discretion determine.
3. The Developer agrees to use commercially reasonable efforts to substantially complete the project, subject to Force Majeure, as defined below. (However the parties recognize that changes in markets and costs can greatly impact the viability of construction and therefore Developer is not obligated or liable to construct Phase 2 of the Project, but will not receive further reimbursements in excess of those previously approved under this Agreement if it does not proceed.)

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for TIF Eligible Project Costs as set forth by the Act, shall be made within ten (10) days of the date of this Agreement with respect to the Grant and by a Requisition for Payment of Private Development Redevelopment Costs for all other costs (**Exhibit “2”**, “Requisition”) submitted from time to time by the Developer to the City’s TIF Administrator Jacob & Klein, Ltd., with copy to The Economic Development Group, Ltd. (collectively, the “Administrator”), and subject to the Administrator’s approval of the costs and to the availability of funds in the Special Account.
2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors or professionals together with mechanic’s lien waivers (whether partial or full) from each of the parties entitled to a payment that is the subject of the Requisition as required by the City.
3. In order for the Developer to receive reimbursement of the actual amount of the estimated and approved Eligible Project Costs for costs it has incurred in any year as set forth in *Paragraphs 1 and 2* above, the Developer must submit such proposed eligible costs to the City by March 1 of the following year.
4. Any real estate increment not required to be paid to the Developer under the terms of *Paragraph 3* above shall be available to the City for any purpose set forth in the TIF Plan and allowed by the Act.
5. The Developer shall use such sums as reimbursement for Eligible Project Costs only to the extent permitted by law and the Act and may allocate such funds for any purpose for the terms of this Agreement or the term of the TIF District whichever is longer.
6. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.
7. All TIF Eligible Project Costs approved shall then be paid by the City from the Special Account to the Developer, or to others as directed by the Developer, pursuant to the Redevelopment Plan and as allowed by Illinois Law. The City shall pay such approved eligible Costs annually, provided the Developer has satisfied the terms of this Agreement and costs which exceed the amount available to pay the Developer shall carry forward, until paid, without further action of the Developer. Payment shall be made within fifteen (15) days after approval subject to the terms of this Agreement and after receipt of the increment generated by the Developer’s Redevelopment Project from the County.
8. The Parties acknowledge that the determination of Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this

Agreement. The City has no obligation to the Developer to attempt to modify those decisions but will assist the Developer in every respect as to obtaining approval of Eligible Project Costs.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer or its designee to provide to the City, as requested in writing, copies of all PAID real estate tax bills, annually, for the Property.
2. The failure of Developer to provide any information required herein after written notice from the City, and the continued failure to provide such information within (30) days after such notice, shall be considered a breach of this Agreement and shall be cause for the City to deny or delay payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

G. REIMBURSEMENT OF THE DEVELOPER'S SHARE OF TAX OBJECTION REFUNDS

If a refund of tax increment (including any accrued statutory interest thereon) is potentially due from the City's TIF Fund as the result of any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom, concerning the potential reduction of assessed value of the Property, the City may at its sole discretion withhold the Developer's share of any such possible refund (including any accrued statutory interest thereon) from future reimbursements calculated to be paid to the Developer under this Agreement. Furthermore, the Developer is hereby obligated to provide written notice to the City within five (5) days of filing any such objection, assessment challenge or formal appeal to the PTAB or other such action, including any appeals therefrom, that could potentially reduce the assessed value of the Property. Failure to provide such notice shall be considered a breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer.

Any funds withheld by the City under this *Section G* shall be deposited by it into a separate interest bearing bank account. Upon final determination of the assessed value of the Property, the City shall pay to the Developer the principal amount due under this Agreement as recalculated. The City shall be entitled to retain any interest earned on the account as partial payment for the administration of the account due to the delay of the determination of the final evaluation and recalculation of the benefits due the Developer under this Agreement.

If it appears to the City that it will be unable to recover the Developer's share of any such refund (including any accrued statutory interest thereon) from the remaining future reimbursements due the Developer under this Agreement, the Developer shall reimburse the City for the Developer's remaining unpaid share of such refund within thirty (30) days upon receiving written demand of the same from the City.

Notwithstanding anything contained in this Agreement to the contrary, the obligations contained in this *Section G* shall remain in effect for the remaining life of the TIF District, whether the TIF District expires upon the current expiration of the Redevelopment Plan and Projects adopted by the City (tax year 2037 payable 2038); at an earlier time if the City passes an ordinance terminating the TIF District;

or at a later time if the TIF District is legislatively extended. Furthermore, the obligations set forth in this *Section G* shall survive the expiration of the TIF District if a tax objection or other such action taken by the Developer is pending prior to the expiration of the TIF District and shall continue until final disposition of such action.

H. LIMITED OBLIGATION

The City's obligation hereunder to pay the Developer for Eligible Project Costs is a limited obligation to be paid solely from the Special Account. Said obligation does not now and shall never constitute an indebtedness of the City within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the City or a charge or lien against any City fund or require the City to utilize its taxing authority to fulfill the terms of this Agreement.

I. CITY PUBLIC PROJECTS

The City intends to use part or all of its share of the Project's real estate increment for other public projects within the TIF District or within contiguous TIF Districts as allowed by law. The City shall be eligible for reimbursement of the cost of doing so, as well as other eligible costs incurred by the City in the TIF District.

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

There shall be no obligation by the City to make any payments to any person other than the Developer, nor shall the City be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to the Developer for the Developer's Project.

K. COOPERATION OF THE PARTIES

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

2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.
3. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

L. DEFAULT; CURE; REMEDIES

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

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

M. TIME; FORCE MAJEURE

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

N. ASSIGNMENT

The rights (including, but not limited to, the right to payments contemplated by *Section C* of this Agreement) and obligations (or either of them) of the Developer under this Agreement shall be fully assignable by the Developer provided written notice is provided to the City and the City's consent is obtained prior to such assignment. The City's consent shall not be unreasonably withheld provided that the nature of the Project is not substantially changed, and further provided that the assignee is financially capable of fulfilling the obligations of the assignor. Any such assignment shall be subject to all the terms and conditions contained in this Agreement. Further, no such assignment shall be deemed to release the assignor of its obligations to the City under this Agreement unless the consent of the City to the release of the assignor's obligations is first obtained.

O. PREPAYMENTS

Should the annual incremental tax revenue generated by the Project be sufficient to pay all cost eligible expenses prior to the expiration of the term of the Agreement, the City may pay all then remaining payments in a single lump sum payment.

P. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing. No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

Q. SEVERABILITY

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

R. NOTICES

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

TO CITY:

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

With Copy to:

Jacob & Klein, Ltd.
The Economic Development Group,
Ltd.
1701 Clearwater Avenue
Bloomington, IL 61704
Telephone: (309) 664-7777
Fax: (309) 664-7878

TO DEVELOPER:

Midland Plaza, LLC
Attn: Leslie B. Cohen, President
406 SW Washington Street
Peoria, IL 61602

Miller Hall & Triggs, LLC
Attn: Robert C. Hall and
Christopher D. Oswald
416 Main St., Suite 1125
Peoria, IL 616102
Phone: (309) 671-9600
Fax: (309) 671-9616

S. SUCCESSORS IN INTEREST

Subject to the provisions of *Section N*, above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

T. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

U. INDEMNIFICATION OF CITY

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

V. ENTIRE AGREEMENT

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

W. TITLES OF PARAGRAPHS

Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any provisions hereof.

X. WARRANTY OF SIGNATORIES

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

Y. TERM OF THE AGREEMENT

Notwithstanding anything contained herein to the contrary, this Agreement shall expire upon the first to occur of the payment in full of all of Developer's Eligible Project Costs approved under this Agreement or the expiration of the Kewanee Downtown TIF District, as legislatively extended

[The remainder of this page is intentionally left blank]

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

CITY
Kewanee, Illinois, a Municipal Corporation

BY: _____
Mayor, City of Kewanee

NAME: _____

TITLE: _____

City Clerk, City of Kewanee

DEVELOPER
Midland Plaza, LLC, an Illinois Limited Liability Company

BY: _____

ITS: _____

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

Midland Plaza, Redevelopment Project
Kewanee Downtown TIF District in the City of Kewanee, Henry County, Illinois

Project Description: The Developer owns the Property and is proceeding with plans to undertake a multiphase development including construction of an Arby's restaurant (Phase 1) development, construction and rehabilitation of other commercial buildings and improvements with an estimated project cost between \$11,000,000 and \$15,000,000 to be completed in separate stages (Phase 2) to be located thereon.

Street Location: 157-179 W. South Street and 131 W. South Street, Kewanee, Illinois

PIN#: 25-09-226-021 and 25-09-226-023

Phase 1 Estimated TIF Eligible Project Costs (Basis of the Grant):

Site Preparation, Clearing and Grading	\$82,186
Professional Fees (engineering, architectural, legal, etc.).	\$260,513
Public Infrastructure Improvements	\$572,302
Interest Buy-Down (30% of Interest Expense, Limited to 30% of Project Costs).....	\$506,831
Total Estimated TIF Eligible Project Costs*	\$1,421,832

*The City's reimbursement of the Phase 1 Eligible Project Costs to the Developer shall not exceed the \$480,000 Grant, as set forth in this Redevelopment Agreement.

Phase 2 Estimated TIF Eligible Project Costs:

Total Hard Costs, site preparation, utility infrastructure, rehabilitation of retail space and related facilities, new pylon and wayfinding signs and other public and private infrastructure improvements (additional detail to be provided in each stage)\$10,800,000-\$13,500,000

Total Soft Costs, Architectural, Engineering, legal, marketing and plan designs.....\$500,000-\$750,000

Financing Costs and Development Fees.....\$500,000-\$750,000

Total estimated TIF Eligible Project Costs for all

Phase 2 stages.....\$11,800,000-\$15,000,000**

**The final amount approved for Developer's Eligible Project Costs as approved with respect to each stage may vary from this total either above or below the estimates, but all costs shall be verified and approved by the parties with respect to each stage of Phase 2.

EXHIBIT 2

CITY OF KEWANEE, ILLINOIS KEWANEE DOWNTOWN TAX INCREMENT FINANCING DISTRICT

PRIVATE PROJECT REQUEST FOR REIMBURSEMENT BY MIDLAND PLAZA, LLC

Date _____

Attention: City TIF Administrator, City of Kewanee, Illinois

Re: TIF Redevelopment Agreement, dated February 27, 2023
by and between the City of Kewanee, Illinois, and
Midland Plaza, LLC (the "Developer")

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

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: Midland Plaza, LLC
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount

Total	

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

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

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

BY: _____(Developer)

TITLE: _____

APPROVED BY CITY OF KEWANEE, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

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

BY: _____

TITLE: _____ DATE: _____

ORDINANCE NO. 4123

ORDINANCE GRANTING A REQUEST FOR VARIANCE TO DGOG KEWANEE, 600, 608, & 614 N. MAIN ST., KEWANEE, ILLINOIS. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEWANEE, ILLINOIS, IN COUNCIL ASSEMBLED, AS FOLLOWS.

SECTION ONE: The City Council finds that a petition has heretofore been filed by DGOG Kewanee directed to the Zoning Board of Appeals and City Council requesting that a variance of 15 feet to the required 20 feet rear yard setback required in a B-3 Business Service & Wholesale District to allow for the construction of a new Dollar General retail store on the following described property:

Address: 600 N. Main St.

Legal Description: LTS 3 & 4 MOLLIE LYLES SUB OF LTS 3 & 4 & NW COR LT 6 SW SE SEC 28 CITY OF KEWANEE [EZ], County of Henry, State of Illinois.

Address: 608 N. Main St.

Legal Description: LT 5 LYLES SUB OF LT 3 & 4 & NW CORNER LT 6 SW SE SEC 28 CITY OF KEWANEE, County of Henry, State of Illinois.

Address: 614 N. Main St.

Legal Description: LT 6 LYLES SUB OF LT 3 & 4 & NW CORNER LT 6 SW SE SEC 28 CITY OF KEWANEE, County of Henry, State of Illinois.

SECTION TWO: The Zoning Board of Appeals conducted a hearing upon said Petition on Wednesday, February 15, 2023, pursuant to notice published in the Kewanee Star Courier. There were no objectors.

SECTION THREE: The Zoning Board of Appeals has recommended to the Council, by a vote of four in favor, three absent that a variance of 15 feet to the required 20 feet rear yard setback required in a B-3 Business Service & Wholesale District to allow for the construction of a new Dollar General retail store, be granted.

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

SECTION FIVE: The following variance shall be, and hereby is granted:

A variance of 15 feet to the required 20 feet rear yard setback required in a B-3 Business Service & Wholesale District to allow for the construction of a new Dollar General retail store.

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

Passed by the Council of the City of Kewanee, Illinois this 27th day of February, 2023.

ATTEST:

Kasey Mitchell, City Clerk

Gary Moore, Mayor

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

ORDINANCE NO. 4124

ORDINANCE GRANTING A REQUEST FOR VARIANCE TO DGOG KEWANEE, 600, 608, & 614 N. MAIN St., KEWANEE, ILLINOIS. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEWANEE, ILLINOIS, IN COUNCIL ASSEMBLED, AS FOLLOWS.

SECTION ONE: The City Council finds that a petition has heretofore been filed by DGOG Kewanee directed to the Zoning Board of Appeals and City Council requesting that a variance of 11 parking spaces to the required 46 spaces required in a B-3 Business Service & Wholesale District to allow for the construction of a new Dollar General retail store on the following described property:

Address: 600 N. Main St.

Legal Description: LTS 3 & 4 MOLLIE LYLES SUB OF LTS 3 & 4 & NW COR LT 6 SW SE SEC 28 CITY OF KEWANEE [EZ], County of Henry, State of Illinois.

Address: 608 N. Main St.

Legal Description: LT 5 LYLES SUB OF LT 3 & 4 & NW CORNER LT 6 SW SE SEC 28 CITY OF KEWANEE, County of Henry, State of Illinois.

Address: 614 N. Main St.

Legal Description: LT 6 LYLES SUB OF LT 3 & 4 & NW CORNER LT 6 SW SE SEC 28 CITY OF KEWANEE, County of Henry, State of Illinois.

SECTION TWO: The Zoning Board of Appeals conducted a hearing upon said Petition on Wednesday, February 15, 2023, pursuant to notice published in the Kewanee Star Courier. There were no objectors.

SECTION THREE: The Zoning Board of Appeals has recommended to the Council, by a vote of four in favor, three absent that a variance of 11 parking spaces to the required 46 spaces required in a B-3 Business Service & Wholesale District to allow for the construction of a new Dollar General retail store, be granted.

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

SECTION FIVE: The following variance shall be, and hereby is granted:

A variance of 11 parking spaces to the required 46 spaces required in a B-3 Business Service & Wholesale District to allow for the construction of a new Dollar General retail store.

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

Passed by the Council of the City of Kewanee, Illinois this 27th day of February, 2023.

ATTEST:

Kasey Mitchell, City Clerk

Gary Moore, Mayor

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

Everything You Need!

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

February 24, 2023

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

RE: Report from Plan Commission for February 23, 2023 Meeting.

The Plan Commission convened on February 23, 2023 in the Council Chambers at Kewanee City Hall, commission members Mirocha and Sayers were absent. For business, there were four cases to be heard.

Case Number 1:

Parcel 20-27-352-015 Located at the Northeast corner of North East St. and East Seventh St., Requesting Special Use Permit for the placement of an Off Premises Sign in a B-3 Business Service & Wholesale District.

Property Owner: Dzelil (Tommy) Osmani, 607 N Main St., Kewanee, IL. 61443.

Applicant: Dzelil (Tommy) Osmani, 607 N Main St., Kewanee, IL. 61443

Address: N. East St.

Legal Description: W89 LOT 6 OF 1 GUNTHERS SUB & S1/2 VAC ALLEY N & ADJ CITY OF KEWANEE [EZ], Henry County, Illinois.

Location: Northeast corner of North East St. and East Seventh St.

Dimensions: Approximately 89 East to West, 60 feet North to South. Parcel is irregular in shape.

Area: 6969.6 Square feet, approximately.

Existing buildings or uses: None.

Current Zoning District: B-3 Business Service & Wholesale District.

Surrounding Zoning: R-1 One-Family Dwelling District to the and East, Northeast and Southeast. B-3 Business Service & Wholesale District to the South.

Existing Land Use: Commercial.

Proposed Land Use Map: Commercial.

Background Information:

Dzelil (Tommy) Osmani installed an off-premises sign on the subject property earlier this year and removed it after receiving notice from my office. Osmani was advised that he must have a Special Use Permit to place an off-premises sign on the property as well as a permit from the

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

State of Illinois since the property is located along a State Highway. The sign will also require an approved building permit.

After being advised of the requirements, Osmani submitted all paperwork required to apply for a Special Use Permit to install an Off-Premises sign on the subject property.

I do not see any items of concern with this Special Use Permit request. At the end of this section are the three criteria that have to be satisfied prior to recommending a Special Use Permit granted. Directly below is a set of stipulations that might be placed on a Special Use Permit for the installation of an off-premises sign:

1. The Special Use Permit to install an off-premises sign is granted to Dzelil Osmani and is not transferable to any future owners or operators on the site.
2. Dzelil Osmani must provide proof of approval from the Illinois Department of Transportation for the installation of an off-premises sign on property that exists along a State Highway.
3. Dzelil Osmani must apply for and receive an approved Building Permit through the City of Kewanee Department of Community Development.
4. Dzelil Osmani must follow all inspection procedures required by the Department of Community Development during the sign installation.

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 City has no argument against the requested Special Use Permit as filed.

The Public Hearing:

At 7:00 p.m. on February 23, 2023, the hearing for the placement of an Off Premises Sign in a B-3 Business Service & Wholesale District. None were present to represent the petition.

- Edwards read the background information to the Plan Commission.
- Morrison clarified that Osmani owns the subject property.

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

- Costenson asked for clarification on the type of sign. Edwards stated it would resemble a small billboard and was probably not much larger than a sheet of plywood.
- Morrison asked about the proof of approval from IDOT. Edwards advised that Osmani has to obtain approval by the City to show IDOT. Osmani will then bring the City proof of IDOT approval and at that point a building permit may be issued.
- Morrison asked Edwards about the inspection process for the installation of the sign. Edwards stated there's generally two inspections for signs: one being a setback inspection to verify placement of the sign, the other being a footing inspection for the support posts of the sign.

There were no others present in support of the petition.
There were no objectors.

Recommendation:

After discussing the facts and testimony presented, the Plan Commission, by a vote of seven in favor, none opposed, two absent, that the special use permit for the placement of an Off Premises Sign in a B-3 Business Service & Wholesale District.

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

1. The Special Use Permit to install an off-premises sign is granted to Dzelil Osmani and is not transferable to any future owners or operators on the site.
2. Dzelil Osmani must provide proof of approval from the Illinois Department of Transportation for the installation of an off-premises sign on property that exists along a State Highway.
3. Dzelil Osmani must apply for and receive an approved Building Permit through the City of Kewanee Department of Community Development.
4. Dzelil Osmani must follow all inspection procedures required by the Department of Community Development during the sign installation.

Case Number 2:

Parcel 20-33-407-026 Located in the 100 block of East Prospect St. on the North side of the street., Requesting Special Use Permit for a Massage Therapy/Salon in a R-5 Multiple Family Dwelling District.

Property Owner: Amy Segura, 124 E. Prospect St., Kewanee, IL. 61443.

Applicant: Amy Segura, 124 E. Prospect St., Kewanee, IL. 61443

Address: 124 E. Prospect St.

*Everything You Need!*Phone 309-852-2611
Fax 309-856-6001**Legal Description:** E60 OF S150 LOT 28 REES ADD CITY OF KEWANEE, Henry County, Illinois.**Location:** 100 block of East Prospect St. on the North side of the street.**Dimensions:** Approximately 60 East to West, 150 feet North to South.**Area:** 9000 Square feet.**Existing buildings or uses:** Single family dwelling.**Current Zoning District:** R-5 Multiple Family Dwelling District.**Surrounding Zoning:** R-5 Multiple Family Dwelling District the North and East. R-4 Two-Family Dwelling District to the South. B-2 Business District, General Retail to the West.**Existing Land Use:** High Density Residential.**Proposed Land Use Map:** High Density Residential.**Background Information:**

Amy Segura contacted me at City Hall in reference to placing a Massage Therapy/Salon in the residence at 124 E. Prospect St. I advised Segura of the Plan Commission and Special Use Permit process. Segura stated that she understood the process and filed a petition for the Special Use Permit for a Massage Therapy/Salon.

I do not see any items of concern with this Special Use Permit request. At the end of this section are the three criteria that must be satisfied prior to recommending a Special Use Permit granted. Directly below is a set of stipulations that might be placed on a Special Use Permit for a Massage Therapy/Salon:

1. The Special Use Permit to allow a Massage Therapy/Salon is granted to Amy Segura only and is not transferable to any future owners or operators on the site.
2. Amy Segura shall maintain primary residency in the house at 124 E. Prospect St. throughout the life of the Special Use Permit.
3. No persons other than Amy Segura shall be employed in the Massage Therapy/Salon at 124 E. Prospect St.
4. Hours of operation shall not extend beyond 7:30 a.m. to 7:00 p.m. daily.
5. One parking space shall be provided and maintained while the Massage Therapy/Salon is in operation.
6. A sign advertising the Massage Therapy/Salon, maximum size of one square foot in area, may be posted on the premises.
7. 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.
8. All activities associated with this Special Use Permit for a Massage Therapy/Salon shall be conducted in full compliance with the Kewanee City Code and the laws and regulations of the State of Illinois.

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

- (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 City has no argument against the requested Special Use Permit as filed.

The Public Hearing:

At 7:12 p.m. on February 23, 2023, the hearing for the Special Use Permit for a Massage Therapy/Salon in a R-5 Multiple Family Dwelling District was held. None were present to represent the petition.

- Edwards read the background information to the Plan Commission.
- Edwards reminded the Commission that there was a similar request approximately one year ago, near Page St. and Windmont Rd., and that Edwards has heard no complaints from the neighborhood in which it exists.
- Hayden Youngren of 121 E. Prospect St. expressed concerns of increased traffic in the neighborhood. Morrison advised that Segura would have to supply one off street parking place for her customers and that the stipulations are written to control the hours of operation and number of employees.

There were no others present in support of the petition.

Recommendation:

After discussing the facts and testimony presented, the Plan Commission, by a vote of seven in favor, none opposed, two absent, that the special use permit for a Massage Therapy/Salon in a R-5 Multiple Family Dwelling District be granted to Amy Segura for the property located at 124 E. Prospect St.

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

1. The Special Use Permit to allow a Massage Therapy/Salon is granted to Amy Segura only and is not transferable to any future owners or operators on the site.

Everything You Need!

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

2. Amy Segura shall maintain primary residency in the house at 124 E. Prospect St. throughout the life of the Special Use Permit.
3. No persons other than Amy Segura shall be employed in the Massage Therapy/Salon at 124 E. Prospect St.
4. Hours of operation shall not extend beyond 7:30 a.m. to 7:00 p.m. daily.
5. One parking space shall be provided and maintained while the Massage Therapy/Salon is in operation.
6. A sign advertising the Massage Therapy/Salon, maximum size of one square foot in area, may be posted on the premises.
7. 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.
8. All activities associated with this Special Use Permit for a Massage Therapy/Salon shall be conducted in full compliance with the Kewanee City Code and the laws and regulations of the State of Illinois.

Case Number 3:

Parcel 25-04-351-003 Located in the 700 block of West South St. on the North side of the street., Requesting the parcel to be Rezoned from R-1 One-Family Dwelling District to M-2 Manufacturing District, General AND A Special Use Permit for a Ground Mounted Solar Array.

Property Owner: Anthony Donato, 707 Osterman Ave Unit 1546, Deerfield, IL. 60015

Applicant: Anthony Donato, 707 Osterman Ave Unit 1546, Deerfield, IL. 60015

Address: 700 W. South St.

Legal Description: SW SW, EX SE COR & EX HWY, SEC 4 T14N R5E LANDS INCORP CITY OF KEWANEE, Henry County, Illinois.

Location: 700 block of West South St. on the North side of the street.

Dimensions: Approximately 1299 East to West, 1270 feet North to South.

Area: 1,649,617 Square feet 37.87 acres.

Existing buildings or uses: Agricultural.

Current Zoning District: R-1 One-Family Dwelling District.

Surrounding Zoning: R-1 One-Family Dwelling District to the East and West. R-2 One-Family Dwelling District to the North. M-2 Manufacturing District further (approximately ¼ mile) to the West.

Existing Land Use: Not indicated.

Proposed Land Use Map: Institutional.

Background Information:

Anthony Donato recently purchased the subject property and contacted me reference to building a storage unit facility and the placement of a solar array. Donato was advised that the

Everything You Need!

Phone 309-852-2611

Fax 309-856-6001

property would need to be rezoned for the storage unit to be allowed and a Special Use Permit would be required for the ground mounted solar array. The zoning district options were discussed.

The rezoning must be discussed and voted on first since the large ground mounted solar array special use permit is only allowed in Manufacturing Districts by ordinance.

If the rezoning is granted, directly below is a set of stipulations that might be placed on a Special Use Permit for a large ground mounted solar array:

1. The Special Use Permit to allow a large ground mounted solar array is granted for the parcel #25-04-351-003 located in the 700 block of West South St. These stipulations will transfer to all future owners of the parcel and shall be enforceable for as long as the solar array exists.
2. The owner of the property shall apply for all permits required by the City and shall submit all required engineering documents with the application.
3. The owner of the property shall cause a fence to be installed around the perimeter of the solar array in compliance with the City's solar ordinance.
4. The owner of the property shall keep the property in compliance with all building codes and property maintenance codes adopted by the City.
5. If the array becomes inoperable for a period of 6 months, the owner shall remove the array in its entirety.
6. 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.
7. All activities associated with this Special Use Permit shall be conducted in full compliance with the Kewanee City Code and the laws and regulations of the State of Illinois.

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 City has concern with the rezoning request as this parcel is not directly adjacent to the M-2 zoning to the west and would leave an island of residential zoning between the two M-2 districts. However, should the rezoning be granted, the city has no concerns about the special use permit being granted as filed.

Everything You Need!

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

The Public Hearing (Rezoning):

At 7:19 p.m. on February 23, 2023, the hearing to rezone the subject parcel from R-1 One-Family Dwelling District to M-2 Manufacturing District, General, was held. Anthony Donato and Tony Grilo were present to represent the petition.

- Edwards read the background information to the Plan Commission.

There was much discussion on this case and several residents that showed up with many different concerns. The Plan Commission voted to table this case and directed Edwards to seek legal advise from the City Attorney. The minutes from this hearing on the case will be included in the memorandum and minutes for the next Plan Commission meeting in March.

Recommendation:

Case tabled until the March meeting.

The Public Hearing (Special Use Permit):

Case tabled until the March meeting.

Case Number 4:

Parcel 20-33-278-003 Located in the 400 block of East Second St. on the South side of the street., Requesting the parcel to be Rezoned from R-5 Multiple Family Dwelling District to B-3 Business Service and Wholesale District.

Property Owner: Beck Oil Co. Of Illinois, 850 East Thompson St, Princeton, IL. 61356

Applicant: Beck Oil Co. Of Illinois, 850 East Thompson St, Princeton, IL. 61356

Address: 417 East Second St.

Legal Description: W45 OF N1/2 LOT 1 BLK 16 BLISHS ADD CITY OF KEWANEE, Henry County, Illinois.

Location: 400 block of East Second St. on the South side of the street.

Dimensions: Approximately 45 East to West, 115.5 feet North to South.

Area: 5197.5 Square feet.

Existing buildings or uses: Vacant.

Current Zoning District: R-5 Multiple Family Dwelling District.

Surrounding Zoning: R-5 Multiple Family Dwelling District to the East and South. B-3 Business Service and Wholesale District to the West.

Existing Land Use: High Density Residential.

Proposed Land Use Map: High Density Residential.

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

In early 2021, Beck Oil applied for, and was granted, a demolition permit for the dwelling at 417 E. Second St. Beck Oil expressed interest in developing the land with potential enhancements to the existing Beck Oil establishment adjacent to the subject property. Conversation with Beck Oil personnel was had pertaining to the fill of the land after the removal of the dwelling and the zoning for the subject property. Beck personnel were made aware of rezoning procedures.

The City has no argument against the rezoning request as filed.

The Public Hearing:

At 8:56 p.m. on February 23, 2023, the hearing to rezone 417 E. 2nd St. from R-5 Multiple Family Dwelling District to B-3 Business Service and Wholesale District was held. None were present to represent the petition.

- Edwards read the background information to the Plan Commission.
- There was discussion verifying the location of the Beck's station and the subject property which is directly adjacent to the East property line of the existing Beck's station.

There were no others present in support of the petition.

There were no objectors.

Recommendation:

After discussing the facts and testimony presented, the Plan Commission, by a vote of seven in favor, none opposed, two absent, that the request to rezone 417 E. 2nd St. from R-5 Multiple Family Dwelling District to B-3 Business Service and Wholesale District be granted.

There being no further business, the meeting adjourned at 9:05 p.m.

Respectfully yours,

Steve Morrison *By: [Signature]*

Steve Morrison, Chairman

PLAN COMMISSION

Date

2/23/2023

Zoning

Case 2
Steps

Case 2

Case 3 Tabled

Attendance

Case 1

Case 1
Steps

COSTENSON	yes	no	yes	no	yes	no	yes	no	yes	no
2/18/24	✓	absent	absent	absent	absent	absent	absent	absent	absent	absent
EDLEMAN	✓	absent	absent	absent	absent	absent	absent	absent	absent	absent
2/22/24	✓	absent	absent	absent	absent	absent	absent	absent	absent	absent
HEMPHILL	✓	absent	absent	absent	absent	absent	absent	absent	absent	absent
2/23/24	✓	absent	absent	absent	absent	absent	absent	absent	absent	absent
SELLERS	✓	absent	absent	absent	absent	absent	absent	absent	absent	absent
2/23/24	✓	absent	absent	absent	absent	absent	absent	absent	absent	absent
MIROCHA	X	absent	absent	absent	absent	absent	absent	absent	absent	absent
MORRISON	✓	absent	absent	absent	absent	absent	absent	absent	absent	absent
2/24/24	✓	absent	absent	absent	absent	absent	absent	absent	absent	absent
HODGE	✓	absent	absent	absent	absent	absent	absent	absent	absent	absent
2/23/24	✓	absent	absent	absent	absent	absent	absent	absent	absent	absent
SAYERS	X	absent	absent	absent	absent	absent	absent	absent	absent	absent
MILROY	✓	absent	absent	absent	absent	absent	absent	absent	absent	absent
2/23/24	✓	absent	absent	absent	absent	absent	absent	absent	absent	absent
	TP _{2A}	74	ON	74	ON	74	ON	74	ON	ON

PLAN COMMISSION

Date

2/23/2023

Attendance

Cox 3 S.U.

Case 3

Case 4

COSTENSON	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
EDLEMAN	✓	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain
HEMPHILL	✓	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain
SELLERS	✓	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain
MIROCHA	X	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain
MORRISON	✓	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain
HODGE	✓	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain
SAYERS	X	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain
MILROY	✓	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain

7x On.

Tabled

ORDINANCE NO. 4125

ORDINANCE GRANTING A REZONING REQUEST, FOR LAND LOCATED 417 EAST SECOND STREET PARCEL NUMBER 20-33-278-003.

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

- Section 1** The City Council finds that a Petition has heretofore been filed by Beck Oil Co. of Illinois with the City Clerk, directed to the Plan Commission and the City Council requesting that the zoning district of parcel number 20-33-278-003 be changed from R-5 Multiple Family Dwelling District to B-3 Business Service and Wholesale District for the following described property:
W45 OF N1/2 LOT 1 BLK 16 BLISHS ADD CITY OF KEWANEE, Henry County, Illinois.
Parcel Number: 20-33-278-003
- Section 2** The Plan Commission conducted a hearing upon the said Petition on Thursday, February 23, 2023, pursuant to notice being published in the Kewanee Star Courier according to law, at which time and place the Commission heard the statements of those speaking in support of the petition. There were no objectors.
- Section 3** After further discussion at the hearing, the Plan Commission conducted a vote to approve the requested change in zoning of the land described in Section 1 hereof, with the results being seven in favor of the change in zoning, none opposed to the change in zoning, and two absent.
- Section 4** The zoning district of the land described in Section 1 hereof shall be, and hereby is, established as B-3 Business Service and Wholesale District.
- Section 5** 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 27th day of February, 2023.

ATTEST:

Kasey Mitchell, City Clerk		Gary Moore, Mayor		
RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Gary Moore				
Councilman Michael Komnick				
Councilman Tyrone Baker				
Councilman Steve Faber				
Councilman Chris Colomer				

ORDINANCE NO. 4126

ORDINANCE GRANTING A SPECIAL USE PERMIT TO AMY SEGURA FOR PROPERTY LOCATED AT 124 EAST PROSPECT 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 Amy Segura of Kewanee, Illinois with the City Clerk, directed to the Plan Commission and the City Council requesting that a Special Use Permit to allow an in-home massage therapy/salon, on the following described real estate, to-wit: E60 OF S150 LOT 28 REES ADD CITY OF KEWANEE, Henry County, Illinois. Commonly known as 124 East Prospect Street.

SECTION TWO: The Plan Commission conducted a hearing upon said Petition on Thursday, February 23, 2023, 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.

SECTION THREE: The Plan Commission has recommended by a vote of seven in favor, none opposed, and two absent, that a Special Use Permit to allow an in-home massage therapy/salon be granted to Amy Segura at 124 East Prospect Street.

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 Amy Segura to allow an in-home massage therapy/salon, on the premises described in Section One hereof, in conformance with the stipulations enumerated in Section Six hereof.

SECTION SIX: The following Eight (8) 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 Massage Therapy/Salon is granted to Amy Segura only and is not transferable to any future owners or operators on the site.
2. Amy Segura shall maintain primary residency in the house at 124 E. Prospect St. throughout the life of the Special Use Permit.
3. No persons other than Amy Segura shall be employed in the Massage Therapy/Salon at 124 E. Prospect St.
4. Hours of operation shall not extend beyond 7:30 a.m. to 7:00 p.m. daily.
5. One parking space shall be provided and maintained while the Massage Therapy/Salon is in operation.

6. A sign advertising the Massage Therapy/Salon, maximum size of one square foot in area, may be posted on the premises.
7. 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.
8. All activities associated with this Special Use Permit for a Massage Therapy/Salon 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 27th day of February, 2023.

APPROVED AND SIGNED by the Mayor of the City of Kewanee, Illinois, this 27th day of February, 2023.

ATTEST:

Kasey Mitchell, City Clerk

Gary Moore, Mayor

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

ORDINANCE NO. 4127

ORDINANCE GRANTING A SPECIAL USE PERMIT TO DZELIL OSMANI FOR PARCEL NUMBER 20-27-352-015 LOCATED AT THE NORTHEAST CORNER OF NORTH EAST STREET AND EAST SEVENTH 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 Dzelil Osmani of Kewanee, Illinois with the City Clerk, directed to the Plan Commission and the City Council requesting that a Special Use Permit to allow for the placement of an Off Premises Sign in a B-3 Business Service & Wholesale District, on the following described real estate, to-wit:

W89 LOT 6 OF 1 GUNTHERS SUB & S1/2 VAC ALLEY N & ADJ CITY OF KEWANEE [EZ], Henry County, Illinois. Parcel Number 20-27-352-015.

SECTION TWO: The Plan Commission conducted a hearing upon said Petition on Thursday, February 23, 2023, 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.

SECTION THREE: The Plan Commission has recommended by a vote of seven in favor, none opposed, and two absent, that a Special Use Permit to allow for the placement of an Off Premises Sign in a B-3 Business Service & Wholesale District be granted to Dzelil Osmani at Parcel Number 20-27-352-015.

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 Dzelil Osmani to allow for the placement of an Off Premises Sign in a B-3 Business Service & Wholesale District, on the premises described in Section One hereof, in conformance with the stipulations enumerated in Section Six hereof.

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

1. The Special Use Permit to install an off-premises sign is granted to Dzelil Osmani and is not transferable to any future owners or operators on the site.
2. Dzelil Osmani must provide proof of approval from the Illinois Department of Transportation for the installation of an off-premises sign on property that exists along a State Highway.
3. Dzelil Osmani must apply for and receive an approved Building Permit through the City of Kewanee Department of Community Development.

4. Dzelil Osmani must follow all inspection procedures required by the Department of Community Development during the sign installation.

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 27th day of February, 2023.

APPROVED AND SIGNED by the Mayor of the City of Kewanee, Illinois, this 27th day of February, 2023.

ATTEST:

Kasey Mitchell, City Clerk

Gary Moore, Mayor

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

ORDINANCE NO. 4122

AN ORDINANCE AMENDING CHAPTER 116 OF THE CITY CODE TO REMOVE BOND REQUIREMENTS AS PERMISSIBLE UNDER THE TRANSIENT MERCHANT ACT 1987 AND DECLARING THAT THIS ORDINANCE SHALL BE IN FULL FORCE UPON PUBLICATION AS REQUIRED BY LAW.

WHEREAS, On November 13, 2001 the City approved Ordinance 3328 adopting the Transient Merchant Act of 1987 in its entirety by reference and

WHEREAS, The Transient Merchant Act of 1987 provides that cities may opt out of bond requirements by ordinance and

WHEREAS, The City Council finds the bond requirements to be overly burdensome and onerous

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

Section 1 The City Council hereby amends Chapter 116.07 of the City Code by inserting text shown as underlined and deleting text shown as ~~strike through~~ as follows:

§ 116.10 BOND OR CASH DEPOSIT NOT REQUIRED

The City does hereby waive the surety/cash bond requirement as provided for in ILCS 465/4 (d).

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

Adopted by the Council of the City of Kewanee, Illinois this 27th day of February 2023.

ATTEST:

Kasey Mitchell, City Clerk

Gary Moore, Mayor

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



Saint John Paul II Parish
406 West Central Blvd.
Kewanee IL 61443

Cemetery Maintenance Analysis

The City of Kewanee maintains the following cemeteries

- Pleasant View – 20 acres
- South Pleasant – 46 acres
- Mt. Olivet – 8.5 acres
- Monsignor Burke – 9.5 acres
- Saint Mary's – 2 acres
- Kewanee Cemetery – 4 acres
- Wethersfield Cemetery – 8.5 acres

City Cemeteries = 78.5 acres
Catholic Cemeteries = 20 acres
Total acreage = 98.5 acres

Seasonal Costs for maintaining 98.5 acres.

Year	2023	2024	2025
Seasonal Wages	\$109,200	\$117,546	\$125,970
Equipment/Supplies	\$5,000	\$5,000	\$5,000
Fuel (approx. 4000 gallons)	\$13,607	\$14,015	\$14,435
TOTAL (estimate)	\$127,807	\$136,561	\$145,405
Cost Per Acre	\$1,297.53	\$1,386.40	\$1,476.19
City Obligation	\$101,856.10	\$108,832.40	\$115,880.91
Church Obligation	\$25,950.60	\$27,728.00	\$29,523.80

Seasonal Wages Formula: Employee Wage x 975 Labor Hours x 8 Seasonal Employees

Employee wage breakdown	2023	2024	2025
• Employee wage/hr	\$13.00	\$14.00	\$15.00
• Social Security (6.2%)	\$0.81	\$0.87	\$0.93
• Medicare (1.45%)	\$0.19	\$0.20	\$0.22
• Total	\$14.00	\$15.07	\$16.15

Please note this cost does not include other services outlined in the cemetery maintenance agreement. Such as:

- Snow removal/plowing of cemetery roads
- The disposal of fallen trees and limbs
- Cemetery Clean-ups
- Water Hydrant Maintenance

Perpetual Care Interest Income

FY20	\$19,371.62
FY21	\$21,933.65
FY22	\$13,580.88

Historically the Church and City agreed that 1/3 of that amount was entitled to the Church and was to be applied to the other services in the agreement.

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	February 27, 2023	
RESOLUTION OR ORDINANCE NUMBER	Completed by City Clerk	
AGENDA TITLE	A RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE EXISTING AGREEMENT BETWEEN THE CITY OF KEWANEE AND SAINT JOHN PAUL II PARISH OF KEWANEE FOR CARE OF BURIAL GROUNDS	
REQUESTING DEPARTMENT	Public Works Cemetery Division	
PRESENTER	Kevin Newton, Public Works Operations 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	To enter an agreement with Saint John Paul II Parish for the care of Catholic Church owned burial grounds	
BACKGROUND	The City has had an agreement with the Catholic Church for the care of their burial grounds since the year 2000. During that time the agreement has been renegotiated 6 times to reflect the increasing costs of maintaining their burial grounds.	
SPECIAL NOTES	N/A	

ANALYSIS	<div>Cemetery Maintenance Analysis</div>																																			
	<div>The City of Kewanee maintains the following cemeteries</div> <div><div><div><div><div>Pleasant View – 20 acres</div><div>South Pleasant – 46 acres</div><div>Mt. Olivet – 8.5 acres</div><div>Monsignor Burke – 9.5 acres</div><div>Saint Mary’s – 2 acres</div><div>Kewanee Cemetery – 4 acres</div><div>Wethersfield Cemetery – 8.5 acres</div></div><div><div>City Cemeteries = 78.5 acres</div><div>Catholic Cemeteries = 20 acres</div><div>Total acreage = 98.5 acres</div></div></div></div></div>																																			
	<div>Seasonal Costs for maintaining 98.5 acres.</div>																																			
	<table><tr><td>Year</td><td>2023</td><td>2024</td><td>2025</td></tr><tr><td>Seasonal Wages</td><td>\$109,200</td><td>\$117,546</td><td>\$125,970</td></tr><tr><td>Equipment/Supplies</td><td>\$5,000</td><td>\$5,000</td><td>\$5,000</td></tr><tr><td>Fuel (approx. 4000 gallons)</td><td>\$13,607</td><td>\$14,015</td><td>\$14,435</td></tr><tr><td>TOTAL (estimate)</td><td>\$127,807</td><td>\$136,561</td><td>\$145,405</td></tr><tr><td>Cost Per Acre</td><td>\$1,297.53</td><td>\$1,386.40</td><td>\$1,476.19</td></tr><tr><td>City Obligation</td><td>\$101,856.10</td><td>\$108,832.40</td><td>\$115,880.91</td></tr><tr><td>Church Obligation</td><td>\$25,950.60</td><td>\$27,728.00</td><td>\$29,523.80</td></tr></table>				Year	2023	2024	2025	Seasonal Wages	\$109,200	\$117,546	\$125,970	Equipment/Supplies	\$5,000	\$5,000	\$5,000	Fuel (approx. 4000 gallons)	\$13,607	\$14,015	\$14,435	TOTAL (estimate)	\$127,807	\$136,561	\$145,405	Cost Per Acre	\$1,297.53	\$1,386.40	\$1,476.19	City Obligation	\$101,856.10	\$108,832.40	\$115,880.91	Church Obligation	\$25,950.60	\$27,728.00	\$29,523.80
	Year	2023	2024	2025																																
	Seasonal Wages	\$109,200	\$117,546	\$125,970																																
	Equipment/Supplies	\$5,000	\$5,000	\$5,000																																
	Fuel (approx. 4000 gallons)	\$13,607	\$14,015	\$14,435																																
	TOTAL (estimate)	\$127,807	\$136,561	\$145,405																																
	Cost Per Acre	\$1,297.53	\$1,386.40	\$1,476.19																																
City Obligation	\$101,856.10	\$108,832.40	\$115,880.91																																	
Church Obligation	\$25,950.60	\$27,728.00	\$29,523.80																																	
<div>Seasonal Wages Formula: Employee Wage x 975 Labor Hours x 8 Seasonal Employees</div>																																				
<table><tr><td>Employee wage breakdown</td><td>2023</td><td>2024</td><td>2025</td></tr><tr><td>• Employee wage/hr</td><td>\$13.00</td><td>\$14.00</td><td>\$15.00</td></tr><tr><td>• Social Security (6.2%)</td><td>\$0.81</td><td>\$0.87</td><td>\$0.93</td></tr><tr><td>• Medicare (1.45%)</td><td>\$0.19</td><td>\$0.20</td><td>\$0.22</td></tr><tr><td>• Total</td><td>\$14.00</td><td>\$15.07</td><td>\$16.15</td></tr></table>				Employee wage breakdown	2023	2024	2025	• Employee wage/hr	\$13.00	\$14.00	\$15.00	• Social Security (6.2%)	\$0.81	\$0.87	\$0.93	• Medicare (1.45%)	\$0.19	\$0.20	\$0.22	• Total	\$14.00	\$15.07	\$16.15													
Employee wage breakdown	2023	2024	2025																																	
• Employee wage/hr	\$13.00	\$14.00	\$15.00																																	
• Social Security (6.2%)	\$0.81	\$0.87	\$0.93																																	
• Medicare (1.45%)	\$0.19	\$0.20	\$0.22																																	
• Total	\$14.00	\$15.07	\$16.15																																	
<div>The Church reviewed this information and they indicated our costs are understandable and reasonable.</div>																																				
PUBLIC INFORMATION PROCESS	Email correspondence between the City and Church.																																			
BOARD OR COMMISSION RECOMMENDATION	N/A																																			

STAFF RECOMMENDATION	Staff recommends entering into a new agreement.
PROCUREMENT POLICY VERIFICATION	N/A
REFERENCE DOCUMENTS ATTACHED	N/A

Amendment to Care of Burial Grounds Agreement

WHEREAS, the City of Kewanee (CITY) and Saint John Paul II Parish (CHURCH) have an existing Care of Burial Grounds Agreement, dated March 29, 2000; and,

WHEREAS, both parties to the agreement consider it in the best interest of their respective organizations to extend the existing agreement, as amended by the three items indicated below.

THEREFORE, the City of Kewanee and Saint John Paul II Parish hereby agree to extend the existing Agreement for Care of Burial Grounds, subject to the amendments shown in Section 1 hereof.

Section 1

Amendment #1

Section 5-C) *Length of Agreement* is hereby amended by deleting the existing end date of March 31, 2023 and replacing it with the new end date of March 31, 2026.

Amendment #2

Appendix A, section A-1) *Yearly Maintenance Payment for Section 4-E.* is hereby amended by deleting the existing payment schedule and inserting the following payment schedule.

A-1) Yearly Maintenance Payment for Section 4-E).

Due October 31, 2023	\$25,950.60
Due October 31, 2024	\$27,728.00
Due October 31, 2025	\$29,523.80

Amendment #3

Appendix A, section A-2 *Kewanee Cemetery Fee & Price Schedule* as outlined in the City ordinance.

Section 2. All other parts of the existing agreement dated March 29, 2000, not found to be in conflict with the amendments contained herein, remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment to the existing agreement dated March 29, 2000 on the _____ day of _____, 2023, by their duly authorized representatives.

FOR THE CHURCH:

FOR THE CITY:

RESOLUTION NO. 5389

A RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE EXISTING AGREEMENT BETWEEN THE CITY OF KEWANEE AND SAINT JOHN PAUL II PARISH OF KEWANEE FOR CARE OF BURIAL GROUNDS, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

Whereas, The City of Kewanee has an existing agreement with Saint John Paul II Parish to provide maintenance service to the burial grounds owned by them in Kewanee; and,

Whereas, Both parties to the agreement wish to extend said agreement thereby having the City of Kewanee continue to provide maintenance of these same lands into the future.

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

Section 1 The existing Care of Burial Grounds Agreement dated March 29, 2000, and as previously amended, between the City of Kewanee and Saint John Paul II Parish is hereby amended by appending the attached document entitled “Amendment to Care of Burial Grounds Agreement” to the existing agreement.

Section 2 The City Manager is hereby authorized to execute said Amendment to Care of Burial Grounds Agreement between the City of Kewanee and Saint John Paul II Parish to provide for the City’s maintenance of the Church’s burial grounds for the period from April 1, 2023, through March 31, 2026.

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 27th day of February 2023.

ATTEST:

Kasey Mitchell, City Clerk

Gary Moore, Mayor

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

Redevelopment Projects

MOBILE HOME PARK IMPROVEMENT PROGRAM

PURPOSE

The purpose of the Mobile Home Park Improvement Program is to assist mobile home park owners within Kewanee in their efforts to increase park occupancy rates, opportunities for the placement of owner-occupied mobile home units, and the provision of safe, clean, healthy, and affordable housing options within the community. Projects that assist with the provision of infrastructure that serves mobile home units and/or enhances the appearance of highly visible properties and their compatibility with adjacent properties are encouraged.

AUTHORIZATION

The City of Kewanee is the administrator of this program and where applicable will facilitate implementation of the program through identification of properties, projects that are eligible for the program and work with park owners on the phasing of such improvements. Budgetary approval for the program rests with the authority of the City Council, while authorization for program implementation is the responsibility of the City Manager and assigned staff.

ELIGIBLE AREAS

Eligible projects must take place within the area of a properly zoned parcel that is commonly recognized as a mobile home park within the City limits of Kewanee.

ELIGIBLE APPLICANTS

The applicant must be the owner of real property commonly identified as a mobile home park. The property must be up to date on all real estate taxes and be unencumbered by liens, and must be in need of improvements or maintenance, the completion of which would serve the goals of the program.

PROGRAM BENEFITS/ELIGIBLE USES

The program encourages enhancement to the appearance, health, and safety of highly visible high-density properties that are often stigmatized as lower income or having a lower level of maintenance and quality of life. Eligible use of program funds include but are not limited to:

- Installation or repair of infrastructure related to water, sanitary sewer, storm sewer, and sidewalks that serve the mobile home park and its tenants
- Rehabilitation of mobile homes from outside of Kewanee into identified mobile home parks
- Landscaping
- Remediation of health and safety issues with identified mobile home parks
- Winterization of water and sewer lines

Qualified Applicants may serve as their own contractor/labor force, but in such cases program funds will only be used for the costs of materials.

FUNDING INFORMATION

The program operates year-round, with applications accepted on a continual basis and funded through the execution of an approved agreement. The program will reimburse for eligible project costs up to \$500 for each used mobile home relocated to mobile home parks from outside the City limits and up to \$1,000 for each new mobile home placed in an identified mobile home park.

APPLICATION/APPROVAL PROCEDURE

Applications are available at City Hall and online through the City's website. The City will evaluate applications based on the information submitted (Plans, renderings, etc.) and the project's conformance plans and guidelines adopted by the City, if applicable.

A completed application form and required submittals shall be provided to the City, including a detailed description of the work to be completed, appropriate drawings, budget estimates, proposed project schedule, and planned mobile home acquisition and placement.

City of Kewanee

Gary Bradley, City Manager

401 E. Third Street,

Kewanee, IL 61443

Phone: (309)853-2611 Ext. 232

Email: gbradley@Cityofkewanee.net

Website: www.Cityofkewanee.com

Although no minimum capital investment is required by the City, the investment made by an applicant is a factor to be considered by the City in determining whether or not to approve an application. Program funding and approval of applications are at the discretion of the City Council.

Keith Edwards, Director of Community Development

401 E. Third Street

Kewanee, IL 61443

Phone: (309)853-2611 Ext. 267

Email: kedwards@Cityofkewanee.net

Website: www.Cityofkewanee.com

Applicants shall apply for and receive a building permit prior to undertaking any work requiring a permit under the Building Code. Construction shall proceed according to the approved plans and subject to periodic inspections where applicable. Except as approved by agreement between the City of Kewanee and the applicant, construction must be completed within 180 days of notice of award.

The Property Owner shall agree and consent to the City recording a lien on the property in the amount of the grant. Said lien will remain on the property until the end of the fifth year following the payment of the grant when it will then be released by the City. If the property is sold prior to the end of the fifth year, the lien shall be repaid to the City on a prorated annual basis. (i.e. if the property is sold during the first year following a grant award, 100% of the grant must be repaid. If it is sold during the fifth year following a grant award, 20% of the grant shall be repaid).

CONTACT