



**AGENDA FOR
CITY COUNCIL MEETING**

Council Chambers

401 E Third Street

Kewanee, Illinois 61443

Closed Session starting at 6:00 p.m.

Open Meeting starting at 7:00 p.m.

Monday, September 26, 2016

Posted by 6:00 p.m., September 21, 2016

1. Call to Order
2. Closed Session pursuant to Section 2(c)(1) of the Open Meetings Act to discuss personnel.
3. Pledge of Allegiance
4. Consent Agenda
 - a. Approval of Minutes
 - b. Payroll
 - c. Staff Reports
5. Presentation of Bills and Claims
6. Citizen Participation
7. Business:
 - a. **Consideration of a Resolution** to authorize a communications facilities franchise agreement with Mobilitie, LLC.
 - b. **Consideration of a Resolution** authorizing the Mayor to execute an agreement with Henry County and Economic Development Resources LLC for economic development consulting services.
 - c. **Consideration of a Resolution** authorizing the Mayor to execute an agreement with Kewanee Park District in regards to water and sewerage usage at the Aquatic Center.
 - d. **Presentation and Discussion** of 2016 CIPP (Cured-in-Place Pipe) Project for the relining of sewer lines.
8. Council Communications:
9. Announcements:
10. Adjournment

Stop by Booth #505
for a **FREE** thermos or
portable phone charger and
enter to **win** an iPad!

September 22–24, 2016 Illinois Municipal League 2016 Annual Conference

Hilton Chicago
720 South Michigan Avenue
Chicago, IL

Come see the nonprofit Northern Illinois Fire Sprinkler Advisory Board at the upcoming Illinois Municipal League Annual Conference to discuss ways to improve fire prevention measures in your community by adopting the latest codes.

Having the most current national model codes, which include fire sprinkler requirements for various types of structures from residential to commercial, enhances the fire safety of your citizens, business owners, and responding firefighters. The codes containing fire sprinkler requirements also help reduce insurance rates for all residents and businesses [Insurance Services Office (ISO) Building Code Effectiveness Grading Schedule]. It also ensures they receive the maximum reimbursement rates should a flood occur [National Flood Insurance Program's Community Rating System].



Stop by if you want to learn how your community's codes stand up against the national model codes.

Has your community already adopted the latest fire and building codes that include fire sprinkler protection? Let us know if your community would like to be featured in an ad in *Illinois Municipal Review*.



For more information:



©2016, Northern Illinois Fire Sprinkler Advisory Board. All rights reserved. A not-for-profit organization.

RISK MANAGEMENT

What a Supervisor Needs to Know About Liability Claims

BY SCOTT D. MCKENNA, BEST VANDERLAAN & HARRINGTON



INTRODUCTION

It is not uncommon in municipal claims for there to be interaction between an allegedly injured party and municipal employees before the filing of a lawsuit. This is especially true in smaller municipalities where there is a greater possibility that the allegedly injured party and the municipal employees know each other. It is important for municipal employees to be trained on the best manner of handling such issues so as to minimize any risk that these interactions will come back to haunt the municipality. It is also important for the supervisor to know how to handle pre-incident inspections and post-incident repairs. The following will provide some helpful advice on how to handle such issues and how supervisors can train their employees likewise.

LEGAL IMPLICATIONS

It is important for any non-lawyer employees and supervisors to know that anything that comes out of their mouths can be considered an "admission" on behalf of the municipality and thus likely be admissible in court. Therefore, employees and supervisors should assume that the defense of the municipality needs to begin the moment the incident happens – even though there are no lawyers around yet. Conversely, the same evidentiary rule applies to the allegedly injured party/future plaintiff as well – any statements made by them are likely admissible and can be used against them if they choose to file litigation.

APPLICATIONS AND SUGGESTIONS

The typical application where this may come into play is where an incident occurs and a report is soon thereafter made to a municipal employee/supervisor. One can foresee a complaint being made to a municipality about a certain defect on property, and the trigger response of the municipal employee being: "I thought that was fixed before" or "Other people have tripped there too" or "I keep telling them about that." While it is a natural human response to sympathize or empathize with someone who claims they fell or were injured, such comments could completely undercut a defense of the municipality

in court as they could "admit" prior notice of the allegedly defective condition.

The bottom line is that no gratuitous commentary should ever be offered by any employee or supervisor to anyone involved in an incident. This should also apply to anyone claiming that an incident occurred without causing injury, as there is a good chance that person will eventually claim an injury down the line. The employee/supervisor should be instructed and trained to simply take down information provided by the injured person/future plaintiff and, when prompted to engage in a conversation with that person, simply say: "Thank you for the information. We will look into it." While some employees/supervisors might be hesitant to be so cold or clinical in their response, they will realize the benefit of doing so once they are called into deposition and asked by plaintiff's counsel to admit that they told the plaintiff something along the lines discussed above and to explain what was meant.

Instead of commenting themselves, the employee/supervisor should focus on the plaintiff and attempt to get valuable admissions from the plaintiff as to the incident, the scene and the alleged injuries, if any. Doing so shortly after the incident and before they "lawyer up" is the best evidence we can have in a case to defend a claim. Such report takers should be trained to get information from the plaintiff as to what exact condition the injured person is complaining about, where they were looking, whether they were distracted by anything, whether they saw the condition before they fell, whether they ever complained about the condition before and, obviously, whether they are hurt (and to what exact extent if so). The more information the better because any one of these statements that contradicts their later testimony will likely be found to be more credible since it was closer in time to the incident and before lawyers got involved.

RISK MANAGEMENT CONTINUES ON PAGE 18

COUNCIL MEETING 16-18 SEPTEMBER 12, 2016

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

Andy Koehler	Council Member
Mike Yaklich	Council Member
Kellie Wallace-McKenna	Council Member
Steve Looney	Mayor

Council Member Koehler moved to adjourn to executive session at 6:01 PM pursuant to Section 2 (C) (1) of the Open Meetings Act for the purpose of discussing personnel and Section 2(C)(11) to discuss pending litigation. Council Member Yaklich seconded the motion. Roll call showed 4 ayes, no nays. The motion passed.

Council Member Schweitzer arrived at 6:25 PM.

The executive session was adjourned at 6:52 PM on a motion made by Council Member Yaklich and seconded by Council Member Wallace-McKenna. Roll call showed 5 ayes, no nays. The motion passed.

Council Meeting #16-18 reconvened at 7:00 PM with Mayor Looney stating the Council is reconvening following an executive session discussion concerning personnel and pending litigation.

News media present were as follows:

Mike Berry	Star Courier
Bob McKee	WKEI

The Pledge of Allegiance was said.

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

Mayor Looney explained that the next items were placed on the consent agenda and were considered to be routine in nature to be passed as a whole with one vote of the Council. Mayor Looney requested that any member of the Council or the audience wishing to have an item removed from the consent agenda for individual consideration to make the request and the item would be removed and considered following the approval of the remaining consent items. The consent agenda included minutes from the August 22, 2016 Council Meetings, payroll for the pay period ending August 20 and September 3, 2016 of \$398,129.66, department head reports from Police Department, Community Development, ESDA, and Public Works, requests from Kewanee High School for use of city streets during their homecoming parade and bonfire on October 7 and 6, a request from Wethersfield High School for use of city streets on October 7 for their homecoming parade, and a request from Goodfellow's Christmas Basket Club to conduct tag days on Friday and Saturday, October 21 & 22, 2016. The consent agenda items were approved on a motion made by Council

Member Wallace-McKenna and seconded by Council Member Yaklich. Roll call showed 5 ayes, no nays. The motion passed.

Bills submitted for approval totaling \$757,813.80 were approved on a motion made by Council Member Yaklich and seconded by Council Member Wallace-McKenna. Council Member Koehler questioned the purchase of laptops from the school. City Manager Bradley reported that the school got a lower price than we could, but the laptops were for the use at the City. Roll call showed 5 ayes, no nays. The motion passed.

CITIZEN PARTICIPATION

Mayor Looney asked if anyone wished to speak. Steve Faber noted that he had watched city employees filling potholes without a backup person. City Manager Bradley noted that he would take a look at the situation. There being no other requests Mayor Looney moved on to new business.

NEW BUSINESS

Resolution #4997 releasing certain liens filed by the City of Keweenaw against property sold by Henry County to registered tax buyers was approved on a motion made by Council Member Yaklich and seconded by Council Member Koehler. Tim Wells, Henry County Treasurer and his staff Kellie Vincent explained the thought process behind the request, with a brief discussion with Council Members. Roll call showed 5 ayes, no nays. The motion passed.

Resolution #4998 authorizing the Mayor to execute Tax Increment Financing Redevelopment Agreements with Johnson Theaters, Inc for their “Wansee Theater Renovation Project” was approved on a motion made by Council Member Koehler and seconded by Council Member Schweitzer. Council Member Wallace-McKenna received confirmation that other businesses could apply for the same benefits as well. Roll call showed 5 ayes, no nays. The motion passed.

Resolution #4999 to authorize the City Manager to execute a Public Service Agreement with Keweenaw Chamber of Commerce for Economic Development Services was approved on a motion made by Council Member Wallace-McKenna and seconded by Council Member Koehler. City Manager Bradley explained that a more formalized agreement with our partners was recommended by the Economic Development Plan. Roll call showed 5 ayes, no nays. The motion passed.

Ordinance #3846 amending Chapter 37 Finance and Revenue, Title III Administration, of the Keweenaw City Code regarding Economic Development Incentives was approved on a motion made by Council Member Wallace-McKenna and seconded by Council Member Yaklich. City Manager Bradley explained that the previous ordinance was a very broad overview of incentives. The amendments simplify and clarify the requirements, as well as simplifying the ability to amend the incentives. Roll call showed 5 ayes, no nays. The motion passed.

Resolution #5000 to establish Economic and Community Development Incentive Policies was passed on a motion made by Council Member Koehler and seconded by Council Member Wallace-McKenna. Roll call showed 5 ayes, no nays. The motion passed.

Ordinance #3847 amending the City of Kewanee Administrative Code in regards to the Travel Policy for City employees and officials was approved on a motion made by Council Member Yaklich and seconded by Council Member Schweitzer. Roll call showed 5 ayes, no nays. The motion passed.

Ordinance #3848 amending Chapter 95.02(S) of the City Code which establishes standards for declaring weeds and tall grass a nuisance in regards to right-of-way maintenance was approved on a motion made by Council Member Schweitzer and seconded by Council Member Yaklich. Roll call showed 5 ayes, no nays. The motion passed.

A resolution authorizing the Mayor to execute an agreement with Henry County and Economic Development Resources, LLC for economic development consulting services was tabled on a motion made by Council Member Yaklich and seconded by Council Member Schweitzer. City Manager Bradley would work to get additional information regarding the payment of the fee. Roll call showed 5 ayes, no nays. The motion passed.

OTHER BUSINESS

Council Member Schweitzer noted the great turnout for Hog Days and thanked the City employees for the wonderful job with cleanup.

Council Member Koehler offered his congratulations to the Hog Capital Committee. He also noted that Veterans Park would be used for the POW/MIA vigil on Sunday evening. He also received confirmation from Grounds Maintenance Manager Newton that Francis Park would close for the season on September 25.

Council Member Yaklich noted that the most recent report from the building department shows permits issued for \$2 million the previous month. He also commented on a property just south of Edgewood Drive and horse weeds.

Council Member Wallace-McKenna commented on the beautiful hog days. She thanked the City workers, Ameren, and Star Courier.

Mayor Looney also thanked the committee volunteers, Chamber of Commerce, media, radio and paper, police, fire, and city staff. He also noted that staff collected 18,720 lbs of trash over the weekend.

ANNOUNCEMENTS

Mayor Looney announced that residents would be allowed six extra bags of trash the week of September 19, on their usual trash collection day. Public Works staff would return to regular hours the week of September 26. Also, residents were reminded of the change in burning regulations banning the burning of grass clippings.

There being no further business, Council Member Schweitzer moved to adjourn the meeting and Council Member Yaklich seconded the motion. Roll call showed 5 ayes, no nays. The meeting adjourned at 8:20 PM.

MELINDA EDWARDS, CITY CLERK

DATE APPROVED

SYS DATE:09/21/16

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 68
wednesday September 21,2016

SYS TIME:14:55
[NW1]

DATE: 09/21/16

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 ADVANCED BUSINESS SYSTEMS INC			168.87	
INV32296	01-11-512	MAINTENANCE CONTRACT		157.20
INV33383	01-11-551	FREIGHT CHG/TONER		11.67
01 AG VIEW FS INC			517.65	
51000026	52-93-512	SOIL TESTING		270.00
51000027	52-93-512	SOIL TESTING		247.65
01 AIRGAS MID AMERICA			322.20	
9054990378	01-22-612	OXYGEN		146.35
9055031313	01-22-612	OXYGEN		49.24
9938643690	01-22-612	OXYGEN		97.61
9938758024	51-93-512	PROPANE TANK RENTAL		29.00
01 ALEXIS FIRE EQUIP CO			164.46	
0057158-IN	62-45-613	STROBE BULB		164.46
01 AMEREN ILLINOIS			23975.25	
D090916	01-11-571	ST LIGHTS & SIGNALS		8428.43
D090916	01-52-571	PARKS POWER		38.11
D090916	51-93-571	WTPS POWER		7654.44
D090916	52-93-571	WWTP POWER		4639.36
D090916	54-54-571	FR PK POWER		218.64
D090916	58-36-571	CEM POWER		149.54
D090916	62-45-571	MUN BLDGS POWER		2741.55
D090916	01-21-539	POUND POWER		105.18
01 AUCA CHICAGO MC LOCKBOX			134.92	
1590589115	62-45-471	UNIFORM RENTAL		26.84
1590598147	62-45-471	UNIFORM RENTAL		27.02
1590607762	62-45-471	UNIFORM RENTAL		27.02
1590616578	62-45-471	UNIFORM RENTAL		27.02
1590625479	62-45-471	UNIFORM RENTAL		27.02
01 AUTO ZONE			49.24	
2644846533	62-45-613	ACCUMULATOR		49.24
01 B & B LAWN EQUIPMENT & CYCLERY			281.66	
155021	01-52-830	TRIMMER		281.66
01 BOCK INC			52869.01	
30	51-93-515	CONTRACT PAYMENT		14134.91
30	52-93-515	CONTRACT PAYMENT		38734.10
01 CENTRAL IL MUNICIPAL CLERKS OR			60.00	
2016-2017CC	01-11-561	ANNUAL DUES		30.00
2016-2017DC	01-11-561	ANNUAL DUES		30.00
01 COLWELL, BRENT			75.00	
991271	01-65-549	ELECTRICAL INSPECTION		50.00
991272	01-65-549	ELECTRICAL INSPECTION		25.00
01 IL DEPT OF CENTRAL MANAGEMENT			506.40	
T1703183	01-21-552	LEADS LINE		506.40
01 COMCAST CABLE			163.12	
D091416	38-71-549	INTERNET/DEPOT		163.12
01 COMPLETE INTEGRATION AND SERVI			3900.00	

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
331884	51-93-512	FLOWMETER WELL 5		3900.00
01 COSTIN MACHINE & PARTS CO 49183	62-45-613	HYD FITTINGS	80.75	80.75
01 CULLIGAN OF KEWANEE D091116	52-93-652	WWTP WATER	104.24	104.24
01 D&D OF KEWANEE INC 110913	62-45-613	HINGE	91.05	91.05
01 EDWARDS, KEITH 16-11E	01-65-562	REIMB MILEAGE/BROWNFIELD	139.32	139.32
01 ENTEC SERVICES INC SIN017287	38-71-549	GENERATOR SERVICE	397.67	397.67
01 FOSTER COACH SALES, INC 10374	62-45-613	RED LED LIGHT	181.44	181.44
01 GALVA IRON & METAL CO INC 33253	62-45-612	FLAT METAL/BOOM MOWER	30.00	30.00
01 GALESBURG COTTAGE HOSPITAL D092016	01-22-563	TRAINING CLASS/4 FIRE	160.00	160.00
01 TRIZETTO PROVIDER SOLUTIONS 1XQ2091600	01-22-579	MONTHLY BILLINGS CHGS	47.72	47.72
01 GETZ FIRE EQUIPMENT CO I1-708851	54-54-511	ANNL SERVICE	62.50	62.50
01 GUSTAFSON FORD 3359	62-45-613	CIRCUIT BOARD	511.81	28.28
3361	62-45-613	SPARK PLUG, COIL ASSY		57.48
3362	62-45-613	SPARK PLUG, COIL ASSY		57.48
3363	62-45-613	TIRE SENSOR		87.04
3369	62-45-613	BRAKE PADS		111.90
3376	62-45-613	ACCUMULATOR, SWITCH		109.61
3383	62-45-613	TUBE ASSY		33.45
3384	62-45-613	RESTRICTOR, WIRE HARNESS		26.57
01 HENRY SCHEIN, INC 34209040	01-22-612	MEDICAL SUPPLIES	151.50	151.50
01 HODGE'S PHILLIPS 66 INC 43069	62-45-513	SAFETY TEST	25.38	25.38
01 ILLINOIS FINANCE AUTHORITY 2016-07-338	01-22-840	AMBULANCE PAYMENT	33945.83	10000.00
2016-121	01-22-840	FIRE TRUCK PAY 1		23945.83
01 INTERSTATE BATTERY SYSTEMS OF 10114294	62-45-613	BATTERIES	223.90	223.90
01 JOHN'S GLASS SHOP 17891	62-45-613	TRUCK DOOR GLASS	67.02	67.02
01 JOHNSON, DEBORAH L 16-12E	01-11-562	MILEAGE/TRAINING SEMINAR	144.02	46.44
16-13E	01-11-562	MILEAGE/MICA MEETING		97.58
01 JOHN DEERE FINANCIAL 569591	58-36-512	VBELT	1108.96	74.70
570509	01-52-512	BLADE & VBELT		214.05

DATE: 09/21/16

wednesday september 21,2016

PAGE 3

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
5710290	01-52-652	AUTOCUT LINE		55.98
572704	58-36-512	DRIVE SHAFT		231.48
573007	58-36-512	IDLER		39.32
576627	01-52-512	FUEL TANK		35.57
577863	58-36-512	BLADES		93.36
577975	01-52-512	STIHL PARTS		49.32
580740	58-36-652	MOWER PARTS		134.01
581102	01-52-512	SWITCH		30.23
581104	58-36-652	RETURN PART		19.14-
582305	01-52-512	NUTS & BOLTS		72.96
582689	58-36-512	WHEEL KITS, ARM, NUTS		97.12
01 KEISTER'S INC			273.31	
8023197	62-45-613	PATCH TIRE		33.75
8023347	62-45-613	PATCH TIRE		30.60
8023387	58-36-512	TIRE TUBE		18.88
8023477	62-45-613	PATCH TIRE		31.20
8023515	58-36-512	TIRE TUBE		18.88
8023556	58-36-512	TIRE REPAIR		16.25
8023596	58-36-512	TIRE REPAIR		16.25
8024002	01-52-512	PATCH TIRE		16.25
8024007	01-52-512	PATCH TIRE		19.30
8024075	62-45-613	PATCH TIRE		39.95
8024076	62-45-613	PATCH TIRE		13.50
8024077	62-45-613	PATCH TIRE		18.50
01 KEWANEE CHAMBER OF COMMERCE			5080.00	
3986	01-65-518	DOWNTOWN CLEANUP		80.00
4945	02-61-913	ANNUAL PAYMENT		5000.00
01 KIWANIS CLUB OF KEWANEE			114.00	
1802	01-11-562	MEETING MEALS		114.00
01 MAILFINANCE INC			275.37	
H6120509	01-11-512	MAIL SYSTEM, QTRLY		275.37
01 MARTIN EQUIPMENT OF IA-IL, INC			124.71	
226954	62-45-612	PARTS/SAN BACKHOE		124.71
01 MCI MEGA PREFERRED			138.72	
D090116	01-21-552	LONG DISTANCE/PD		57.91
D090116	01-11-552	LONG DISTANCE/F&A		23.89
D090116	01-41-552	LONG DISTANCE/PW		43.97
D090116	01-22-552	LONG DISTANCE/FD		8.42
D090116	54-54-552	LONG DISTANCE/FR PK		.47
D090116	58-36-552	LONG DISTANCE/CEM		3.84
D090116	52-93-552	LONG DISTANCE/WWTP		.22
01 NORTHERN SAFETY CO INC			355.75	
902094428	01-41-473	EAR PLUGS		43.59
902094428	51-42-473	EAR PLUGS		43.59
902094428	52-43-473	EAR PLUGS		43.59
902098094	52-43-830	RECIP SAW		99.99
902100122	52-43-830	18V BATTERIES		124.99

DATE: 09/21/16

wednesday september 21,2016

PAGE 4

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 WALLEN, PETE D083116	38-71-549	JANITOR SUPPLIES	1250.00	1250.00
01 OFFICE SPECIALISTS INC 950063-0	01-11-651	OFFICE SUPPLIES	425.07	211.99
950414-0	01-11-537	COMPUTER WORK		161.84
950909-0	01-22-654	PAPER TOWELS		51.24
01 OFFICE MACHINE CONSULTANTS INC IN95092	01-22-651	COPIER MAINT AGREEMENT	22.44	22.44
01 ORDAZ CONSTRUCTION 2016-04	52-43-517	REBLD STORM INLET	26096.76	1890.29
2016-05	52-43-517	REBLD STORM INLET		1970.33
2016-06	01-52-890	REPL SIDEWALK/LIBERTY PARK		4012.94
2016-07	52-43-517	REBLD STORM INLET		2254.93
2016-08	52-43-517	REBLD STORM INLET		2526.97
2016-09	52-43-517	REBLD STORM INLET		1855.09
2016-10	52-43-517	REBLD STORM INLET		1779.18
2016-11	31-71-813	REPR INLET/SIDEWLK REPLCMNT		3746.44
2016-12	52-43-517	REBLD STORM INLET		1779.18
2016-13	31-71-813	SIDEWALK REPLCMNT/ADA		2224.33
2016-14	52-43-517	REBLD STORM INLET		2057.08
01 OSF SAINT LUKE MEDICAL CENTER 3096471	01-22-455	RANDOM DRUG SCREEN	39.94	39.94
01 PDC LABORATORIES INC 842105S	51-93-542	WATER TESTING	309.25	277.75
842106S	52-93-542	CHLORIDE/NITROGEN TEST		31.50
01 PEACH, ANGELIA D091616	51-42-929	REF OVERPAY/WATER BILL	12.75	12.75
01 THOMAS E PICKERING 4980	01-11-537	EMAIL HOSTING	50.00	50.00
01 POWER PROCESS EQUIPMENT INC 1078452	52-93-512	FOOD GRADE ANTISEIZE	128.01	128.01
01 RAM SOFTWARE SYSTEMS INC D071516	01-22-537	AMB BILLING SOFTWARE	1600.00	1600.00
01 RATLIFF BROS & CO 14083	31-71-890	SIDEWALKS/ADA RAMPS	9890.00	9890.00
01 SHERWIN-WILLIAMS 2352-4	01-41-614	STRIPING PAINT	637.50	637.50
01 SPETS BROTHERS INC 400722	54-54-652	PAINT	47.03	47.03
01 TRANE US INC 37134944	38-71-549	AC REPAIR	971.62	971.62
01 TRUCK COUNTRY OF IOWA X106281515:01	62-45-613	SWITCH	225.90	60.56
X106281695:01	62-45-613	SWITCH		63.45
X106282004:01	62-45-613	VALVE ASSY		101.89
01 U.S POSTAL SERVICE (HASLER)			3000.00	

DATE: 09/21/16

wednesday september 21,2016

PAGE 5

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
D091216	01-11-551	POSTAGE METER REFILL		500.00
D091216	01-21-551	POSTAGE METER REFILL		400.00
D091216	01-22-551	POSTAGE METER REFILL		300.00
D091216	01-41-551	POSTAGE METER REFILL		200.00
D091216	51-42-551	POSTAGE METER REFILL		500.00
D091216	52-43-551	POSTAGE METER REFILL		500.00
D091216	57-44-551	POSTAGE METER REFILL		500.00
D091216	58-36-551	POSTAGE METER REFILL		100.00
01 VALLEY DISTRIBUTION CORP			121.44	
315291	62-45-613	MOLY GREASE		121.44
01 VERIZON WIRELESS			697.77	
9771385037	01-22-552	CELLULAR SVC/FD		6.16
9771967246	01-21-552	CELLULAR SVC/PD		691.61
01 VIKING CHEMICAL COMPANY			4044.90	
36830	51-93-656	CL2 & CAUSTIC ACID		4044.90
01 VISA			4268.95	
D090216	01-21-159.7	TRAVEL EXPENSES		576.32
D090216	01-21-562	TRAVEL EXPENSES		245.28
D090216DJ	01-11-929	INTEREST CHG		5.87
D090216DN	01-11-929	COFFEE		24.06
D090216JD	01-21-537	ADOBE & SWITCH		57.82
D090216KIS	01-11-537	ADOBE SUBSCRIPTION		16.93
D090216KN	58-36-655	NO ETHANOL GASOLINE		111.67
D090216KN	54-54-618	TODDLER SWING		124.97
D090216KN	38-71-830	VENT BRUSH, TORX SET, DR BIT		117.03
D090216KN	62-45-613	INSTRUMENT PANELS, DOME LIGHT		540.02
D090216KN	58-36-652	2 CYCLE OIL, TRIMMER LINE		119.81
D090216KN	62-45-830	LIGHT BULBS		24.46
D090216KN	58-36-830	18V BATTERIES		109.97
D090216KS	01-22-562	TRAVEL EXPENSES		1288.93
D090216KS	01-22-563	REGISTRATION/ARSON CLASS		200.00
D090216ME	01-11-562	TRAIN TICKETS/IML		295.00
D090216ME	01-11-537	ADOBE SUBSCRIPTION		141.40
D090216RJ	01-41-655	TRAVEL GASOLINE		22.50
D090216WR	01-21-473	BIKE UNIFORMS		246.91
01 WC MEDIA			450.00	
38883G7	02-61-913	BILLBOARD RENTAL		450.00
** TOTAL CHECKS TO BE ISSUED			181312.08	

SYS DATE:09/21/16

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 68
wednesday September 21,2016

SYS TIME:14:55
[NW1]

DATE: 09/21/16

PAGE 6

FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
GENERAL FUND			57692.73	
ECONOMIC DEVELOPMENT			5450.00	
NHR SALES TAX INFRASTRUCTURE IMP			15860.77	
CAPITAL MAINTENANCE/MUN. BLDG.			2899.44	
WATER FUND			30597.34	
SEWER FUND			61036.70	
FRANCIS PARK			453.61	
SANITATION			500.00	
CEMETERY FUND			1315.94	
CENTRAL MAINTENANCE			5505.55	
*** GRAND TOTAL ***			181312.08	
TOTAL FOR REGULAR CHECKS:			181,312.08	

=====

A/P MANUAL CHECK POSTING LIST

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

=====

PAYABLE TO REG# INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DISTR
01 HENRY COUNTY HEALTH DEPT 219 KH0816	09/21/16 01-22-579	1235 BILLING CHGS 08/16	2133.83	2133.83
01 HUMANA HEALTH CARE PLANS 219 D090816	09/21/16 01-22-929	1237 REF RESC OVERPAYMNT	7.02	7.02
01 PAYROLL ACCOUNT 219 PR092116	09/19/16 01-00-243	50499 PAYROLL/F&A	202697.77	151844.05
219 PR092116	51-00-243	PAYROLL/WATER		20144.97
219 PR092116	52-00-243	PAYROLL/SEWER		4618.80
219 PR092116	54-00-243	PAYROLL/FR PK		1330.54
219 PR092116	57-00-243	PAYROLL/SANIT		13424.55
219 PR092116	58-00-243	PAYROLL/CEMET		9068.41
219 PR092116	62-00-243	PAYROLL/FLEET		2266.45
01 PAYROLL ACCOUNT 219 PRD092116	09/19/16 01-11-929	50500 PAYROLL/ACH FEES	16567.21	10.00
219 PRD092116	16-00-243	PAYROLL/IMRF		8442.68
219 PRD092116	19-00-243	PAYROLL/SOC SEC		8114.53
74 SISCO 219 D091216	09/12/16 74-14-451	1058 DENTAL/VISION CLAIMS	2356.20	2356.20
74 SISCO 219 D091916	09/19/16 74-14-451	1060 DENTAL/VISION CLAIMS	1330.43	1330.43
74 YMCA 219 D091316	09/19/16 74-14-451	1059 FITNESS/MBRSHIP %	47.36	47.36
** TOTAL MANUAL CHECKS REGISTERED			225139.82	

A/P MANUAL CHECK POSTING LIST


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

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

REPORT SUMMARY

CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	181312.08	221405.83	402717.91
74	.00	3733.99	3733.99
TOTAL CASH	181312.08	225139.82	406451.90

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	57692.73	153994.90	211687.63
02	5450.00	.00	5450.00
16	.00	8442.68	8442.68
19	.00	8114.53	8114.53
31	15860.77	.00	15860.77
38	2899.44	.00	2899.44
51	30597.34	20144.97	50742.31
52	61036.70	4618.80	65655.50
54	453.61	1330.54	1784.15
57	500.00	13424.55	13924.55
58	1315.94	9068.41	10384.35
62	5505.55	2266.45	7772.00
74	.00	3733.99	3733.99
TOTAL DISTR	181312.08	225139.82	406451.90

 <div style="text-align: center;"> CITY OF KEWANEE CITY COUNCIL AGENDA ITEM </div>		
MEETING DATE	September 26, 2016	
RESOLUTION OR ORDINANCE NUMBER	Resolution #5001	
AGENDA TITLE	Consideration of a Resolution to authorize a communications facilities franchise agreement with Mobilitie LLC	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Gary Bradley, Manager	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Provides an agreement for the placement of communications facilities tower in the city right of way.	
BACKGROUND	City staff was approached by representatives from Mobilitie LLC regarding the placement of equipment on a pole in the City right of way. The equipment is purported to boost cell phone coverage in the downtown area, as it relates to data usage for two of the nation's four cellular services.	
SPECIAL NOTES	City staff and the City Attorney have reviewed the proposed agreement.	

ANALYSIS	<p>Cell phone usage becomes more relevant with each passing year. This is apparent if you look around to see many people checking their phones for messages, facebook, etc. The installation of the facilities would make the streaming of data on a personal device more reliable. The increased reliability will serve to assist in making the downtown area more inviting to customers of the existing and future businesses.</p> <p>The proposed agreement has a clause that escalates the compensation to the city over the life of the agreement, as requested by staff.</p> <p>At this time, the request is for one pole.</p>
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval
REFERENCE DOCUMENTS ATTACHED	Proposed Franchise Agreement.

RESOLUTION NO. 5001

A RESOLUTION TO AUTHORIZE A COMMUNICATIONS FACILITIES FRANCHISE AGREEMENT WITH MOBILITIE, LLC, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, The City of Kewanee has the right and power to regulate and permit the installation, attachment, operation and maintenance of communications facilities in the Public Right-of-Way within the City limits; and,

WHEREAS, Mobilitie, LLC has requested pursuant to applicable federal and state law and regulations that the City of Kewanee enter into a fifteen-year, non-exclusive, franchise agreement for a Communications Facilities in Kewanee; and,

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

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

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

Section 2 The City Manager is hereby authorized to execute all necessary documents to put into effect the Communications Facilities franchise agreement with Mobilitie, LLC as contained in Attachment A hereto.

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

Adopted by the Council of the City of Kewanee, Illinois this 26th day of September, 2016.

ATTEST:

Steve Looney, Mayor

Melinda K. Edwards, City Clerk

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Steve Looney				
Council Member Andrew Koehler				
Council Member Deann Schweitzer				
Council Member Kellie Wallace-McKenna				
Council Member Mike Yaklich				

AUTHORIZATION FOR MOBILITIE, LLC, TO OPERATE AND MAINTAIN COMMUNICATIONS FACILITIES IN THE CITY OF KEWANEE, ILLINOIS

The City of Kewanee, Illinois (“Grantor”), having approved this agreement (“Authorization”) on the _____ day of _____, 2016 (“Effective Date”), this Authorization is made by and between Grantor, a body corporate and politic, and Mobilitie, LLC, a Nevada limited liability company (“Grantee”).

RECITALS

WHEREAS, the Grantor has the right and power to regulate and permit the installation, attachment, operation, and maintenance of communications facilities in the Public Right-of-Way within Grantor’s territorial boundaries; and

WHEREAS, Grantee wishes to construct, install, operate, and maintain communications facilities within the Public Right-of-Way.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this agreement is entered into by and between the parties subject to the following terms and conditions:

SECTION 1. DEFINITIONS

For the purpose of this Authorization, the following terms, phrases, words and their derivations shall have the meaning given herein. Words not defined shall be given their meaning according to common usage within the communications industry. Words not defined that have no meaning within the communications industry shall be given their common and ordinary meaning:

- 1.1 “City” shall mean the area within the City limits of the City of Kewanee, County of Henry, in the State of Illinois, including areas annexed during the term of this Authorization.
- 1.2 “FCC” shall mean the Federal Communications Commission.
- 1.3 “Grantee” shall mean Mobilitie, LLC, and its successors, transferees or assignees.
- 1.4 “Grantor” shall mean the City of Kewanee.
- 1.5 “Municipal Equipment” means all facilities and equipment owned by Grantor used to assist in the provision of the Grantor’s communications or public safety services.
- 1.6 “Owner” shall mean a person with a legal or equitable interest in ownership of real property.
- 1.7 “Person” shall mean any corporation, partnership, proprietorship, individual or organization, governmental organization, or any natural person.

- 1.8 “Public Property” shall mean any real property owned by Grantor other than a Public Right-of-Way.
- 1.9 “Public Right-of-Way” shall mean the surface, air space above the surface, and the area below any public street, road, highway, freeway, lane, path, public way, alley, court, sidewalk, boulevard, parkway, drive, bridge, tunnel, park, parkway, waterway, easement or right-of-way now or hereafter held by Grantor, or dedicated for use by the Grantor, use by the general public, or use compatible with the Service or operations of the Network Equipment, as defined below in Section 1.11.
- 1.10 “Resident” shall mean a natural person who lives within the City.
- 1.11 “Service” means any Communications Service, as defined below in Section 1.12 that is offered to any Person in conjunction with, or distributed over, Network Equipment as provided hereunder.
- 1.12 “Network Equipment” shall mean all facilities and equipment used by Grantee to provide Service, including but not limited to antennas, cables, fiber, repeaters, microwaves, radios, wires, lines, waveguides, poles, towers, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, or other associated conductors, converters, equipment or facilities, and related hardware, installed by Grantee at a particular location to be used for its distribution and provision of Communications Services and other lawful services within the City.
- 1.13 “Communications Service” shall mean the transmission, between or among points specified by the user, of information of the user’s choosing.

SECTION 2. GRANT OF AUTHORITY

- 2.1 Grantee Facilities. The Grantor hereby authorizes and permits Grantee to, from time to time during the term of this Authorization, erect, install, construct, operate, maintain, repair, locate, move, remove, replace, reattach, reinstall, reconstruct and retain Network Equipment in, on, over, under, upon, across and along the Public Rights-of-Way in the City.
- 2.2 Grantor Facilities. The Grantor hereby authorizes and permits Grantee to, from time to time during the term of this Authorization, install, construct, operate, maintain, repair, locate, move, remove, replace, reattach, reinstall, reconstruct and retain its Network Equipment in or on utility poles, conduit, street light poles, and other structures owned or controlled by the Grantor (“Grantor Facilities”) for the purposes of supporting the Network Equipment. In addition, Grantee shall have the right to draw electricity for the operation of the Network Equipment from the power source associated with each such attachment to Grantor Facilities, subject to the same usage charges that Grantor charges members of the public for such power usage, if any.
- 2.3 Third Party Facilities. The Grantor hereby authorizes and permits Grantee to, from time to time during the term of this Authorization, enter upon the Public Rights-of-Way and to install, construct, operate, maintain, repair, locate, move, remove, replace, reattach,

reinstall, reconstruct and retain its Network Equipment in or on poles, conduit, and other structures owned by public utility companies or other entities located within the Public Rights-of-Way as may be permitted by the owning entity. All poles and conduit installed within the City shall be made available for attachment or use by Grantee, at just and reasonable rates that are applied to public utilities under the formula presently established in 47 U.S.C. § 224.

2.4 Municipal Equipment. During the term of this Authorization, and upon Grantee's prior written approval which shall be provided or refused in Grantee's sole and absolute discretion, Grantee will provide Grantor access to and a non-exclusive license to use and occupy poles installed and owned by Grantee in the Public Rights-of-Way in the City in order to install, construct, operate, maintain, repair, locate, move, remove, replace, reattach, reinstall, reconstruct and retain Municipal Equipment. All of Grantor's Municipal Equipment on Grantee's poles shall be dedicated to governmental use and shall not be used for any other use unless otherwise agreed to by the parties.

2.5 Authorization Term. The initial term of this Authorization shall commence when adopted as of the Effective Date, and shall expire fifteen (15) years from said date, unless renewed as herein provided.

2.6 Conditions of Authorization. The rights afforded to Grantee and Grantor under this Section 2 are granted subject to the conditions herein provided.

Deleted:

SECTION 3. CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 Applications.

A. For installing Network Equipment on Grantor Facilities, the proposed location(s) of the Network Equipment on Grantor Facilities shall be disclosed in writing to the Grantor by Grantee at least fifteen (15) days prior to Grantee physically entering the Public Rights-of-Way for purposes of installing or constructing such Network Equipment on Grantor Facilities. The written disclosure must include drawings and diagrams depicting the location(s) and manner of installation. The Grantor may refuse to allow attachment of Network Equipment to Grantor Facilities only where there is insufficient capacity, or for reasons related to safety, reliability, or generally applicable engineering standards. In no event shall the Grantor be obligated to replace any Grantor Facilities to accommodate the Network Equipment. Grantee must replace, at its sole cost and expense, any replacement pole owned by the Grantor that is needed to accommodate Network Equipment.

B. For all other installations of Network Equipment, Grantee shall obtain all generally applicable, ministerial permits that are required of all occupants of the Public Rights-of-Way. The Grantor may impose on such permits only those conditions that are necessary to protect structures in the Public Right-of-Way, to ensure the proper restoration of the Public Right-of-Way and any structures located therein, to provide for protection and the continuity of pedestrian and

vehicular traffic, and otherwise to protect the safety of the public's utilization of the Public Right-of-Way. The Grantor shall cooperate and use its best efforts in granting any permits or approvals required. Grantee shall not be required to obtain any permit or other authorization other than the authorizations and permissions granted under this Authorization and any additional generally applicable permit requirements identified in this Authorization, and in no event shall Grantor treat Grantee's permit applications in a more burdensome manner than Grantor treats Public Right-of-Way access permits of all other public utilities and Telecommunications Services providers.

- C. For installing Municipal Equipment on poles installed and owned by Grantee in the Public Rights-of-Way in the City, the proposed location(s) of Grantor's Municipal Equipment on Grantee's poles shall be disclosed in writing to Grantee by Grantor at least thirty (30) days prior to the proposed installation date. The written disclosure must include drawings and diagrams depicting the location(s) and manner of installation of such Municipal Equipment and a load bearing survey to confirm such poles can carry the load of the Grantor's proposed Municipal Equipment. Grantee may refuse, in its sole and absolute discretion, to allow Grantor's Municipal Equipment to be installed on Grantee's poles where there is insufficient capacity, where such installation will interfere with Grantee's Network Equipment and/or Communications Service or Grantee's use of the poles, where such installation will result in any additional or increased costs on the part of Grantee, or for reasons related to safety, reliability, or generally applicable engineering standards.

Deleted: .

- 3.2 Compliance with Law. The construction, operation, maintenance, and removal of the Network Equipment and Municipal Equipment shall be in accordance with all applicable sections of the Occupational Safety and Health Act of 1970, as amended, the National Electrical Safety Code, the National Electric Code and other applicable federal, state and local laws and regulations.
- 3.3 FAA. Any Network Equipment or Municipal Equipment antennas and their supporting structures shall comply with applicable rules and regulations of the Federal Aviation Administration.
- 3.4 NESC. Grantee may cut or trim trees and vegetation interfering with National Electrical Safety Code and other clearance requirements.
- 3.5 Duty to Repair. Any Public Right-of-Way, public property or private property that is disturbed or damaged during, or as a result of, the construction, reconstruction, repair, replacement, relocation, operation or maintenance of the Network Equipment shall be promptly repaired by the Grantee, at its sole expense. Any of Grantee's Network Equipment that is disturbed or damaged during, or as a result of, the construction, reconstruction, repair, replacement, relocation, operation or maintenance of the Municipal Equipment shall be promptly repaired by the Grantor, at its sole expense.

SECTION 4. INDEMNITY AND INSURANCE

4.1 Indemnity.

- A. Scope of Indemnity. To the extent permitted by law, and except for matters arising out of the Grantor's negligence, or the negligence of Grantor's agents and employees, Grantee shall, at its sole cost and expense, indemnify, hold harmless, and defend the Grantor, its officers, boards, commissions, agents and employees, against any and all claims, causes of action, proceedings, and judgments for damages or equitable relief caused by the construction, repair, maintenance, or operation of the Network Equipment.
- B. Duty to Give Notice and Tender Defense. The Grantor must give the Grantee timely written notice of the making of any claim or of the commencement of any action, suit or other proceeding in connection with the Network Equipment. In the event such claim arises, the Grantor or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully therein.

4.2 No Liability for Municipal Equipment. Neither Grantee nor any of its agents or employees shall be liable for any damage to property, personal or bodily injury, or death caused by the construction, repair, maintenance, or operation of the Municipal Equipment or by the acts or omissions of Grantor or any officer, board, commission, agent or employee of Grantor in connection with the construction, repair, maintenance, or operation of the Municipal Equipment.

4.3 Insurance.

- A. The Grantee shall maintain throughout the duration of the term of this Authorization, Commercial General Liability insurance and Commercial Automobile Liability insurance covering the Grantee against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation or maintenance of the Network Equipment, in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability.
- B. The Grantee shall maintain throughout the duration of the term of this Authorization statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) and shall furnish the Grantor with a certificate showing proof of such coverage.
- C. All policies shall name the Grantor, its officers, agents and employees, whether elected or appointed, as additional insureds.
- D. Grantee shall provide thirty (30) days' advance notice to the Grantor in the event of cancellation of any coverage.

- E. Evidence of all insurance required hereunder shall be furnished upon request to Grantor.

SECTION 5. REMEDIES

- 5.1 Notice of Violation. Grantor shall provide Grantee with a detailed written notice of any Authorization violation upon which it proposes to take action, and a ninety (90) day period within which Grantee may: (1) demonstrate that a violation does not exist or cure an alleged violation, (2) cure the violation, or (3) if the nature of the violation prevents correction of the violation within ninety (90) days, initiate a reasonable plan of action to correct such violation (including a projected date by which it will be completed) and notify the Grantor of such plan of action.
- 5.2 Default. If Grantee fails to disprove or correct the violation within ninety (90) days or, in the case of a violation which cannot be corrected in ninety (90) days and Grantee has failed to initiate a reasonable plan of corrective action and to correct the violation within the specified time frame, then Grantor may declare the Grantee in default, which declaration must be in writing. In the event that the Grantor declares Grantee in default, the Grantor shall have the right to institute legal proceedings to collect damages from the date of declaration of default, or to exercise any other rights and remedies afforded to the Grantor in law or equity, provided, however, that the Grantor may institute revocation proceedings against Grantee only after declaration of default, pursuant to Section 5.6 and only on the grounds set forth therein.
- 5.3 Hearing Available to Grantee. Within fifteen (15) days after receipt of a written declaration of default from the Grantor, Grantee may request, in writing, a hearing before the Grantor or its agent, in a full public proceeding affording due process. Such hearing shall be held within thirty (30) days of the receipt of the request therefor and a decision rendered within ten (10) days after the conclusion of the hearing. Any decision shall be in writing and shall be based upon written findings of fact.
- 5.4 Appeal of Default. Grantee may appeal a declaration of default to arbitration.
- 5.5 Procedures Applicable to Arbitration. Any arbitration held pursuant to this Authorization shall be conducted as follows under the rules of the American Arbitration Association or other rules upon the mutual agreement of the parties:
- A. Grantor and Grantee (or such substitute party to the arbitration) each shall, within fifteen (15) days of the decision to proceed to arbitration, appoint one (1) arbitrator experienced in the communications business, which arbitrators shall mutually select a third arbitrator of similar qualifications.
 - B. Within thirty (30) days after appointment of all arbitrators and upon fifteen (15) days written notice to the parties to the arbitration, the arbitrators shall commence a hearing on the dispute.
 - C. The hearing shall be recorded and may be transcribed at the request of either Grantor or Grantee.

- D. At the close of the hearings and within thirty (30) days, the arbitrators shall prepare written findings and serve such decision upon Grantor and Grantee.
- E. The decision of a majority of the arbitrators shall be binding upon the parties to the arbitration.
- F. Either party may seek judicial relief to the arbitrators' decision under the following circumstances:
 - (1) Either party fails to select an arbitrator;
 - (2) The arbitrators fail to select a third arbitrator;
 - (3) One (1) or more arbitrator is unqualified;
 - (4) Designated time limits have been exceeded;
 - (5) The arbitrators have not proceeded expeditiously; or
 - (6) Based upon the record, the arbitrators' decision is arbitrary, capricious, unsupported by substantial evidence, an abuse of discretion, or based upon a mistake of law.
- G. All costs of arbitration shall be borne equally by the parties to the arbitration unless otherwise ordered by the arbitrators.

5.6 Revocation. The Grantor may revoke the Authorization only after declaration of default and only for defaults by Grantee arising from the following circumstances:

- A. Material misrepresentation by Grantee to Grantor in information required to be provided under the Authorization.
- B. Grantee willfully or persistently violates any material orders or rulings of any regulatory body having jurisdiction over the Authorization.
- C. Grantee willfully fails to acquire the insurance required by the Authorization.

5.7 Procedures Governing Revocation.

- A. Grantor shall give written notice to the Grantee of its intent to revoke the Authorization and the grounds therefor pursuant to Section 5.6 above. Grantee shall have ninety (90) days from such notice to object, in writing, and to state its reasons for such objection. In the event the Grantor has not received a response that is reasonably satisfactory, it may then proceed to place its request for termination of the Authorization at a Council meeting. Grantor shall cause to be served upon the Grantee, at least ten (10) days prior to the time and place of such meeting, a written notice of this intent to request such termination, and the time and place of the meeting. Notice shall be published by the Grantor at least once,

no later than ten (10) days prior to such a meeting, in a newspaper of general circulation within the City.

- B. In addition to the Grantee's right to appeal any declaration of default to arbitration proceedings under Section 5.4, if the Grantor orders the termination of this Authorization, the Grantee shall have the right to appeal the determination of the Grantor within thirty (30) days to any agency or court of competent jurisdiction for de novo review. The Grantor's determination to terminate this Authorization shall not be effective pending final resolution of all appeals under this Section.
- C. The governing body of the City may, at its sole discretion, take any other lawful action which it deems appropriate to enforce the Grantor's rights under the Authorization in lieu of revocation of the Authorization.

5.8 Unauthorized Operations. No person shall establish, operate or carry on the business of distributing to any persons in the City any signals by means of Network Equipment unless an Authorization therefor has first been obtained, and unless such Authorization is in full force and effect.

SECTION 6. AMENDMENT AND RENEWAL

6.1 Amendment. Applications to amend this Authorization, to accommodate a significant change in circumstances or to prevent unreasonable hardship to Grantee, may be made by the Grantee to Grantor. Grantor shall review such application within fourteen (14) calendar days, or at the earliest meeting of the governing body of Grantor, and act on a request within thirty (30) days. If Grantee cannot reach agreement with the Grantor on the amendment within such time, it may resort to the procedure of Section 5.5 above for resolution of the dispute.

6.2 Renewal.

- A. Unless earlier terminated by either party pursuant to the provisions of this Authorization, this Authorization shall renew automatically on the same terms and conditions as herein for three (3) successive terms of five (5) years each, for a total of up to fifteen (15) years beyond the initial term of this Authorization, if the Grantee has substantially complied with the material terms of the existing Authorization.
- B. As between the Grantor and the Grantee, (i) the Grantee shall at all times retain ownership of the Network Equipment, and upon expiration or non-renewal shall be afforded a reasonable time to remove Network Equipment that is installed on or above the surface of the Public Rights-of-Way, or alternatively, sell the same to a qualified buyer consistent with applicable law and (ii) the Grantor shall at all times retain ownership of the Municipal Equipment and, upon expiration or non-renewal, shall be afforded a reasonable time to remove Municipal Equipment that is installed on Grantee's poles.

SECTION 7. ANNUAL FEES AND OTHER CHARGES

7.1 Annual Fees.

- A. Grantee shall pay to Grantor the following annual fee (the "Annual Fee"): One Thousand Dollars (\$1,000) annually, per new pole installed and owned by Grantee in the Public Rights-of-Way in the City.
- B. On January 1, 2021, the Annual Fee shall automatically increase to One Thousand Five Hundred Dollars (\$1,500) annually, per new pole installed and owned by Grantee in the Public Rights-of-Way in the City.
- C. On January 1, 2026, the Annual Fee shall automatically increase to Two Thousand Dollars (\$2,000) annually, per new pole installed and owned by Grantee in the Public Rights-of-Way in the City.

7.2 Payment Procedures.

- A. Grantee shall pay in advance to Grantor the Annual Fee for the coming year for each new pole installed and owned by Grantee in the Public Rights-of-Way in the City. The Annual Fee for all such poles installed during any given month will commence and be due on the first day of the following month (the "Annual Fee Commencement Date"). Thereafter, on each annual anniversary of Annual Fee Commencement Date, Grantee shall pay Grantor the Annual Fee.
- B. Grantee shall pay Grantor the fees specified in this Section in the form of a money transfer or a check made out to the order of the City of Kewanee and sent to: City of Kewanee, Attn: City Manager, 401 E. Third Street, Kewanee, IL, 61443-2365.
- C. Grantor will promptly complete a standard Internal Revenue Service Form W9 if requested by Grantee.

7.3 Payment Limits. Upon Grantee's removal of any poles installed and owned by Grantee in the Public Rights-of-Way in the City (or, alternatively, sale of the same to a qualified buyer consistent with applicable law), there will be no compensation due, including any applicable Annual Fee, to Grantor by Grantee for that particular location except that Grantor shall not issue any refunds for any amounts already paid by Grantee.

7.4 Municipal Equipment. All construction, reconstruction, repair, replacement, relocation, operation or maintenance obligations with respect to Grantor's Municipal Equipment (including but not limited to fees, costs and expenses incurred for a load bearing survey and electric service for such Municipal Equipment) shall be borne by the Grantor.

SECTION 8. MISCELLANEOUS

- 8.1 Severability. If any law, ordinance, regulation or court decision renders any provision of this Authorization invalid, the remaining provisions of the Authorization shall remain in full force and effect.
- 8.2 Force Majeure. Grantee shall not be deemed in default, non-compliance, or in violation with any provision of this Authorization where performance was hindered or rendered impossible by war or riots, civil disturbances, natural catastrophes or other circumstances beyond the Grantee's control.
- 8.3 Nonexclusive.
- A. This Authorization and the right it grants to use and occupy the Public Rights-of-Way shall not be exclusive and do not, explicitly or implicitly, preclude the issuance of other Authorizations to operate Network Equipment within the City; provided, however, that Grantor shall not authorize or permit another Person to construct, operate or maintain Network Equipment, or otherwise to utilize the Public Rights-of-Way for the provision of any Service, on material terms and conditions which are more favorable or less burdensome than those applied to Grantee.
 - B. In the event another Person provides Services on terms and conditions that are more favorable or less burdensome than the terms and conditions applicable to Grantee under this Authorization ("Third Party Authorization"), the Grantor shall adjust the terms and conditions in the Third Party Authorization or in this Authorization so that the terms and conditions under which such other Person operates are not more favorable or less burdensome than those that are applicable to Grantee.
- 8.4 No Waiver.
- A. The failure of either party on one or more occasions to exercise a right or to require compliance or performance under this Authorization, or any other applicable law, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by such party, unless such right or such compliance or performance has been specifically waived in writing.
 - B. Both the Grantor and the Grantee expressly reserve all rights they may have under law to the maximum extent possible; neither the Grantor nor the Grantee shall be deemed to have waived any rights they may now have or may acquire in the future by entering into this Authorization.
- 8.5 Attorneys' Fees. Should any dispute arising out of this Authorization lead to arbitration or litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.
- 8.6 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Authorization, such party shall not

unreasonably delay, condition, or withhold its approval or consent unless otherwise expressly provided herein.

- 8.7 Notice. Any and all notices which shall or may be given pursuant to this Authorization must be in writing and delivered by hand or (a) through the United States mail, by registered or certified mail; (b) by prepaid overnight delivery service; or (c) by email transmission, if a hard copy of the same is delivered through the United States Postal Service or by overnight delivery service, to the following addresses:

if to Grantor:

City of Kewanee
Attn: City Manager
401 E. Third Street
Kewanee, IL 61443-2365

Deleted: _____

Deleted: _____

Deleted: _____

if to Grantee:

Mobilitie, LLC
Attn: Legal Department
2220 University Drive
Newport Beach, CA 92660

Each party shall provide timely notice to the other of changes in the address for notification under this provision. Notice shall be deemed effective upon receipt in the case of hand delivery, three (3) days after delivery by the United States Postal Service, or the next business day if delivery is effectuated by email or overnight delivery service.

- 8.8 Representations and Warranties. Each of the parties to this Authorization represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.
- 8.9 Entire Agreement. This Authorization and all attachments hereto represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified or changed only by an agreement in writing which makes specific reference to this Authorization or the appropriate attachment and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.
- 8.10 Laws Governing. This Authorization shall be governed by and construed in accordance with the laws of the State of Illinois, and applicable federal law.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions of this Authorization, the duly authorized representatives of the parties have executed this Authorization as of the dates set forth below.

Grantor: CITY OF KEWANEE

By: _____
Name: _____
Its: _____
Date: _____

Grantee: MOBILITIE, LLC

By: _____
Name: _____
Its: _____
Date: _____


PASSED AND ADOPTED as of the Effective Date.

ATTEST:

CITY OF KEWANEE

By: _____
City Clerk

Name: _____

 <div style="text-align: center;"> CITY OF KEWANEE CITY COUNCIL AGENDA ITEM </div>		
MEETING DATE	September 26, 2016	
RESOLUTION OR ORDINANCE NUMBER	Resolution #5003	
AGENDA TITLE	Consideration of a Resolution authorizing the Mayor to execute an intergovernmental agreement with Kewanee Park District in regards to sewer usage at the Aquatic Center	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Gary Bradley, City Manager	
FISCAL INFORMATION	Cost as recommended:	\$2,000
	Budget Line Item:	52-43-362 (revenue)
	Balance Available	N/A
	Budget Amendment Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Provides relief from sewer charges to the Kewanee Park District for water evaporation at the Aquatic Center	

BACKGROUND	<p>The city has been working with the park district and other entities to identify areas for potential partnership. With regard to the park district they've been discussing the potential shift and maintenance responsibilities of the four park properties owned and operated by the city. We continue to explore those opportunities, but they were placed on the back burner during the busy season of operations. Once Francis Park, in particular, is closed for the season, we will resume those discussions to ensure that any transition that takes place is well-defined prior to the opening next season. They also worked with us on the removal of trees at West Park in advance of the festival.</p> <p>The park district has asked for consideration in waving a portion of sewer fees associated with the operation of the swimming pool. This is not uncommon, in large part due to the fact that a lot of the water consumed at the pool is actually lost to evaporation. The amount of revenue that would be lost by the city for making such a change is relatively minor, but could go a long way toward showing a good-faith effort in our negotiations and discussions regarding other facilities.</p>
SPECIAL NOTES	<p>The Kewanee Park District agrees that it will continue its efforts to retain and attract patrons to the community through traditional operations, partnerships involving the aquatic center and tourism such as the Nolan Keane Baseball Classic and other special events. As well as, agrees to allow the City of Kewanee to provide tourism related promotional materials at the aquatic center.</p>
ANALYSIS	<p>This \$2000 is relatively minor in the grand scheme of things. There is no way to quantify what having the aquatic center adds to our economic activity, but it is safe to presume it exceeds \$2000.</p>
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A

STAFF RECOMMENDATION	Staff recommends approval
REFERENCE DOCUMENTS ATTACHED	Proposed Intergovernmental Agreement

RESOLUTION NO. 5003

A RESOLUTION TO AUTHORIZE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH KEWANEE PARK DISTRICT CONCERNING WATER USAGE AT THE AQUATIC CENTER, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, the City Council desires to find ways to work with other units of local government to benefit our shared constituency; and

WHEREAS, the KEWANEE PARK DISTRICT provides service to the citizens of Kewanee for leisure activities, including but not limited to the operation of an aquatic center; and

WHEREAS, the aquatic center helps to retain residents in the area who otherwise would travel to neighboring communities, thus helping to retain tax revenues for the City of Kewanee; and

WHEREAS, the aquatic center helps to attract residents from neighboring communities and unincorporated areas, thus helping to generate additional tax revenues for the City of Kewanee; and

WHEREAS, the City charges customers for sewer usage based on water consumption, but recognizes that a substantial amount of water at the aquatic center is lost to evaporation, never entering the City's sanitary sewer collection system.

WHEREAS, the parties hereto have indicated their willingness and desire to establish terms for intergovernmental cooperation in light of the aforementioned facts; and

WHEREAS, the proposed Intergovernmental Agreement to put this intergovernmental cooperation into effect is attached to this Resolution as Attachment A.

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

Section 1 The Mayor, City Clerk, and City Manager of the City of Kewanee are hereby authorized and directed to execute and deliver all the necessary documents and such other instruments as may be necessary or convenient to carry into effect an intergovernmental agreement with Kewanee Park District as contained in Attachment A hereto.

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

Adopted by the Council of the City of Kewanee, Illinois this 26th day of September, 2016.

ATTEST:

Melinda Edwards, City Clerk

Steve Looney, Mayor

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Steve Looney				
Council Member Kellie Wallace-McKenna				
Council Member Andy Koehler				
Council Member Mike Yaklich				
Council Member Deann Schweitzer				

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT made this _____ day of September, 2016, between the CITY OF KEWANEE, ILLINOIS, an Illinois Municipal Corporation, and the KEWANEE PARK DISTRICT, a unit of local government of the State of Illinois;

WITNESSETH:

WHEREAS, the CITY OF KEWANEE, ILLINOIS and the KEWANEE PARK DISTRICT are public agencies within the State of Illinois, specifically as referenced in *5ILCS220/1 et seq.*, and may therefore enter into intergovernmental agreements; and

WHEREAS, the KEWANEE PARK DISTRICT provides service to the citizens of Kewanee for leisure activities, including but not limited to the operation of an aquatic center; and

WHEREAS, the aquatic center helps to retain residents in the area who otherwise would travel to neighboring communities, thus helping to retain tax revenues for the City of Kewanee; and

WHEREAS, the aquatic center helps to attract residents from neighboring communities and unincorporated areas, thus helping to generate additional tax revenues for the City of Kewanee; and

WHEREAS, the City charges customers for sewer usage based on water consumption, but recognizes that a substantial amount of water at the aquatic center is lost to evaporation, never entering the City's sanitary sewer collection system.

WHEREAS, the parties hereto have indicated their willingness and desire to establish terms for intergovernmental cooperation in light of the aforementioned facts.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1. The City agrees to provide a credit of \$2,000 to the Kewanee Park District water and sewer bills annually for the term of this agreement.
2. The Kewanee Park District agrees that it will continue its efforts to retain and attract patrons to the community through traditional operations, partnerships involving the aquatic center and tourism such as the Nolan Keane Baseball Classic and other special events.
3. The Kewanee Park District agrees to allow the City of Kewanee to provide tourism related promotional materials at the aquatic center.

4. This agreement shall be in effect for a period of three years from the effective date of the agreement, with the first credit immediately applied.

CITY OF KEWANEE, ILLINOIS, an Illinois
municipal corporation,

KEWANEE PARK DISTRICT,
a unit of local government of the
State of Illinois,


By: _____
Steve Looney, Mayor

By: _____
Bob Heberer, President

Attest:

Melinda Edwards, City Clerk

By: _____
Michelle Anderson, Secretary

		CITY OF KEWANEE CITY COUNCIL AGENDA ITEM	
MEETING DATE		September 26, 2016	
RESOLUTION OR ORDINANCE NUMBER		Resolution #5002	
AGENDA TITLE		A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH HENRY COUNTY AND ECONOMIC DEVELOPMENT RESOURCES LLC FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES	
REQUESTING DEPARTMENT		Administration	
PRESENTER		Gary Bradley, City Manager	
FISCAL INFORMATION		Cost as recommended:	\$62,500 total cost of the agreement and before contributions
		Budget Line Item:	02-61-549
		Balance Available	\$95,000
		New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE		Professional assistance in the application for re-designation of the enterprise Zone.	
BACKGROUND		When the statute was created the City was one of the first to apply, which also means it is one of the first to expire. Henry County made application last year for Enterprise Zone last year, but was unsuccessful. They were considering another application. We have heard unofficially, that if two applications come from this area they will both be denied, in part because the state is seeking what we should all strive for, regional cooperation.	

SPECIAL NOTES	The two ethanol plants are in discussions regarding contributions and have verbally given their support. Henry County Economic Development is meeting tonight to discuss the County's participation. The Mayor and I will have a conference call with the ethanol plant directors on Thursday or Friday. More information will be provided as it becomes available.
ANALYSIS	This firm has the best track record of any consulting firm in ensuring that their client's applications are approved. By partnering with the County and current beneficiaries of enterprise zone designation, we can greatly, if not completely, erase any of the city's costs associated with developing a successful application.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends adoption.
REFERENCE DOCUMENTS ATTACHED	Proposed Agreement.

RESOLUTION NO. 5002

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH HENRY COUNTY AND ECONOMIC DEVELOPMENT RESOURCES, LLC FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES

WHEREAS, the City recognizes the need for continued economic development within the county and wishes to provide for a coordinated effort in the reapplication process for enterprise zone designation; and

WHEREAS, Economic Development Resources, LLC has a proven track record in assisting cities and counties in the successful development of such applications and the staff availability to complete such an application prior to the December 31, 2016 deadline.

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

Section 1 The Mayor is hereby authorized to execute the attached Agreement for Technical Services and Assistance with Henry County and Economic Development Resources, LLC.

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

Adopted by the Council of the City of Kewanee, Illinois this 26th day of September 2016.

ATTEST:

Melinda Edwards, City Clerk

Steve Looney, Mayor

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Steve Looney				
Council Member Kellie Wallace-McKenna				
Council Member Deann Schweitzer				
Council Member Andrew Koehler				
Council Member Michael Yaklich				

AGREEMENT FOR TECHNICAL SERVICES AND ASSISTANCE
BY AND BETWEEN
THE CITY OF KEWANEE AND HENRY COUNTY, ILLINOIS
AND
ECONOMIC DEVELOPMENT RESOURCES, L.L.C.

THIS AGREEMENT, entered into this ____ day of _____, 2016 by and between the City of Kewanee and Henry County, Illinois, and Economic Development Resources, L.L.C. ("EDR"); and,

WHEREAS, the Cities of Kewanee and Galva, Illinois, the Villages of Atkinson, Annawan, Cambridge, Carbon Cliff, Orion and Woodhull, Illinois, and Henry County, Illinois (collectively, the "Joint Applicants"), have need of assistance in the completion of the Application for New Enterprise Zone Designation (the "Application") in the 2016 round, pursuant to the Illinois Enterprise Zone Act (the "Act"), as amended; and,

WHEREAS, EDR is duly experienced in providing such assistance;

NOW, THEREFORE, the City of Kewanee, Henry County, and EDR, for the considerations and under the conditions hereinafter set forth, do mutually agree as follows:

SCOPE OF SERVICES

These Services will be performed by EDR in order to complete the Application in certain portions of the Cities of Kewanee and Galva, the Villages of Atkinson, Annawan, Cambridge, Carbon Cliff, Orion and Woodhull, and unincorporated Henry County.

TASK I: Boundary Determinations

In this Task, EDR will work with the Joint Applicants to determine both the boundary of the area proposed to be designated as an Enterprise Zone (the "Zone"), and the boundary of the Local Labor Market Area (the "LLMA").

A. Zone Boundary

1. EDR will meet with the Joint Applicants to discuss the Enterprise Zone program, review the boundary of the existing Enterprise Zone, and discuss the boundary proposed for the Zone (including properties which may be added to, or deleted from, the existing Enterprise Zone).
2. EDR will digitize the boundary proposed for the Zone to identify its specific boundaries and determine its size, relative to the maximum square mile limitation set by the Act.
3. EDR will review the boundary of the Zone with the Joint Applicants, and the Joint Applicants will finalize the boundary.

B. LLMA Boundary

The LLMA is the geographic area from which various data (including but not limited to employment, unemployment, building vacancy, assessed value, availability and condition of infrastructure) required to complete the Application will be collected.

1. EDR will meet with the Joint Applicants to discuss the boundary proposed for the LLMA.
2. EDR will discuss the proposed LLMA boundary with representatives of the Illinois Department of Employment Security (“IDES”) in order to assist in identifying a boundary which meets the requirements of the Act and Part 520.100 et seq. of the Joint Committee on Administrative Rules Administrative Code (the “Rules”).
3. The Joint Applicants and EDR will review IDES’ suggestions concerning the LLMA boundary, and will make a determination of the boundary.
4. EDR will then digitize the LLMA boundary to match it to census tracts, as required by the Rules.
5. EDR and the Joint Applicants will review the digitized boundary of the LLMA, and the Joint Applicants will finalize the boundary.

TASK II: The Application

In this Task, EDR will complete the Application, involving researching the data and writing the narratives needed to address the 10 Eligibility Criteria within the Application, and guide the Joint Applicants through the administrative steps required to complete the Application and file this document with the Department of Commerce and Economic Opportunity (“DCEO”).

A. Eligibility Criteria

1. Unemployment
 - a) EDR will research unemployment rates within the LLMA (as defined in Task A), and compare these rates to the State’s averages.
2. Employment Opportunities
 - a) The City of Kewanee will provide records of historical annual Enterprise Zone investment from the existing Kewanee Enterprise Zone for the last 15 years (2001-2016), including business name, total aggregate investment, and full-time equivalent jobs created or retained, for each business which has received enterprise zone incentive(s) during that time period.
 - b) EDR will calculate the projected number of full-time equivalent jobs created, and retained, as well as the aggregate investment in the Zone, within 15 years from the expected date of designation of the Zone.

- c) The Joint Applicants may obtain written documentation from businesses in the Zone committing to create, or retain, full-time equivalent jobs and declaring an estimated amount of investment. EDR will provide a draft letter to use with such businesses.
- d) EDR will provide a narrative addressing how the designation of the Zone and projections identified in 2 a) and b) will result in the alleviation of the effects of poverty and unemployment within the LLMA.

3. Poverty

- a) EDR will determine the poverty rate of the LLMA.
- b) EDR will calculate the number and percentage of children in the LLMA that are eligible for free/reduced price school lunches.
- c) EDR will identify the number and percentage of households in the LLMA that receive SNAP benefits.

4. Abandoned Coal Mine, Brownfield or Federal Disaster Area

- a) EDR will identify the presence of, and the severity of, abandoned coal mines, brownfields and federal disaster areas within the Zone boundary.

5. Large Scale Business Closings

- a) EDR will determine the number of plant closures, and workers affected by such closures, in the LLMA within 10 years prior to the date of the Application.
- b) EDR will determine the number of State or federal facility closures in the LLMA within the five years prior to the date of the Application.

6. Vacant Structures

- a) EDR will identify the total number of industrial and commercial parcels and properties within the LLMA, and the extent and severity of vacancy, or deterioration, of such parcels and properties.
- b) EDR may include information provided by third party sources, and DCEO, in its narrative pertaining to vacant structures.

7. Tax Base Improvement Plan

- a) EDR will create a plan to demonstrate how designation of the Zone will improve the State and local government tax bases (such taxes include, but are not limited to, state and local sales taxes, property tax, and State income tax).

8. Public Infrastructure Improvement Plan

- a) The Joint Applicants will provide an inventory of all “public infrastructure” (as that term is defined in the Rules) within the LLMA as of the date of the Application.
- b) EDR will write a summary report regarding the existing public infrastructure inventory.
- c) EDR will meet with the Joint Applicants to identify and discuss public infrastructure projects to be completed in the next three years, from the date of the Application.
- d) For each of the Applicants, EDR will write a three year public infrastructure improvement and development plan (including by not limited to: capital improvements projects; financing of such improvements; timetable for initiation and completion of the improvements; justification for such improvements).

9. Career Skills Programs

- a) EDR will compile an inventory of all high schools and community colleges within the LLMA.
- b) EDR will research and document, for the current school year, each such institution’s participation in career skills programs, including ACT Work Keys, Manufacturing Skills Standard Certification, or other industry-based credentials that prepare students for careers.
- c) EDR will determine the percentage of high school and community colleges that are engaged in such programs.

10. Equalized Assessed Valuation

- a) The Joint Applicants will provide EDR with GIS shapefile data for all parcels within the LLMA.
- b) EDR will research and compare the change in the annual equalized assessed values (for commercial and/or industrial properties) within the LLMA to the State’s average change of such values for a period of five years prior to the Application.

B. Additional Application Components

1. Economic Development in the Zone

- a) EDR will meet with the Joint Applicants to discuss the Joint Applicants’ goals and objectives for economic development within the Zone.
- b) EDR will create the statement setting forth these goals and objectives, including specific three-year development goals and objectives of the Zone, and a Zone

implementation plan describing specific tasks, activities and commitments that must be accomplished to achieve each three year objective.

- c) EDR will meet with the Joint Applicants to review this statement, and revise the statement as required.

2. Local Incentives and Programs

- a) EDR will identify non-municipal (public or private) incentives, programs, special activities or commitments that will be offered in the Zone; including, for each, a description, how it will be implemented, who will provide it, the estimated impact on revenue of the local government, any special qualifications or conditions imposed on its applicability, period of availability and effective date provided.
- b) EDR will write the draft Resolution authorizing property tax abatement, to be signed by the affected taxing districts, and submit it to the Joint Applicants for review.

3. Role of the Designated Zone Organization (“DZO”)

- a) EDR and the Joint Applicants will meet to discuss the designation of one, or more DZOs, and outline the role(s) (including functions, programs and services to be performed or provided) of the DZO.
- b) EDR will prepare the statement concerning this issue.

4. Municipality or County Incentives

- a) EDR will work with the Joint Applicants to identify, and provide detail concerning, any tax, grant, and other financial incentives or benefits, and any programs, to be provided by the Joint Applicants to business enterprises within the Zone, other than those provided in the Ordinance designating the Zone, which are not provided throughout the individual jurisdictions comprising the Joint Applicants.

5. Economic Impact of the Zone

- a) EDR will develop an estimate of the economic impact of the Zone upon the revenues of each of the Joint Applicants, considering all of the tax incentives, financial benefits and programs contemplated.

6. Management Structure of the Zone

- a) EDR will work with the Joint Applicants to determine the management structure of the Zone, and EDR will write the statement describing this structure.

7. Draft Designating Ordinance for Joint Applicants

- a) EDR will write the draft Designating Ordinance for the designation of the Zone and submit the draft Ordinance to the Joint Applicants for review; the Joint Applicants will determine the tax incentives and tax benefits to be provided in the Zone.
- b) EDR will make revisions to the draft Ordinance, as directed by the Joint Applicants.

8. Joint Applicant Information

- a) EDR will write the statement detailing the need for the Zone to cover portions of more than one municipality or county, and a description of the agreement between the Joint Applicants.

9. Intergovernmental Agreement for Joint Applicants

- a) EDR will write the draft Intergovernmental Agreement to be signed and approved by all Joint Applicants and submit it to the Joint Applicants for review; this document will include the following components:
 - i. the duration of the Zone;
 - ii. a description of the Zone;
 - iii. the provisions for the tax incentives, programs and other benefits to be offered;
 - iv. a provision for the position of Zone Administrator and a description of the responsibilities of the position and the selection process;
 - v. a management structure for the operation of the Zone; and,
 - vi. the methods of selecting DZOs and coordinating their activities with each designating unit of government.
- b) EDR will make revisions to the draft Intergovernmental Agreement, as directed by the Joint Applicants.

10. Boundary Map

- a) EDR will create the map of the Zone that identifies the Zone's boundaries (indicating any territories located within an existing Enterprise Zone) and provides names of streets and highways. EDR will then provide these data to the Joint Applicants as ESRI ArcGIS shapefiles.

11. Statement Concerning Local Labor Market Area

- a) Using information from the meeting with IDES, as well as data on commuting patterns, public transportation, employment patterns and other information as may be required, EDR will write the statement demonstrating that the LLMA is appropriate for the Zone and meets the requirements for a local labor market area as found in the Act (including, but not limited to data demonstrating that individuals can reside and find employment within a reasonable distance or can readily change jobs without changing their place of residence).

12. Additional Materials

- a) The Joint Applicants will provide: the legal description of the boundary of the Zone; the transcript of the Public Hearing(s), a copy(ies) of the Notice of Public Hearing, and certified copies of the Designating Ordinance and the Intergovernmental Agreement.

C. The Public Hearing

1. Notice of Public Hearing

- a) EDR will write a draft Notice of Public Hearing and submit the draft Notice to the Joint Applicants for review.
- b) EDR will make revisions to the Notice of Public Hearing, as directed by the Joint Applicants.
- c) The Joint Applicants will publish the Notice of Public Hearing in a newspaper of general circulation within the Zone.

2. Public Hearing

- a) EDR will conduct the Public Hearing.

3. Transcript of Public Hearing

- a) The Joint Applicants will retain a court reporter to record and transcribe the Public Hearing for use in the Application.

D. Submittal to DCEO

1. EDR will compile the Application materials (including all narratives, maps, and base data sets) and provide the Application to the Joint Applicants for review.
2. EDR will make revisions to the Application, as directed by the Joint Applicants.
3. The Joint Applicants will provide EDR with electronic copies of all signed documents (including notices, transcript, resolutions, designating ordinance and intergovernmental agreement).
4. EDR will compile all materials for the Application and upload the complete Application to the DCEO website.

TASK III: DCEO Application Review and Decisions

Following the December 31, 2016 deadline, DCEO is instructed, by law, to begin reviewing all applications and assigning scores to the applications' eligibility criteria. After June 30, 2017, the Illinois Enterprise Zone Board is instructed by law to review such scores and other documentation prepared by DCEO in order to make decisions regarding approval of the applications.

A. Materials

1. After December 31, 2016, EDR will assist the Joint Applicants in preparing any additional information pertaining to the Application as may be requested by DCEO.

B. Meetings

1. EDR will attend all public meetings of the Illinois Enterprise Zone Board relating to the review, scoring and decision making pertaining to the Application, and inform the Joint Applicants of the activities at such meetings.

FEE

The Fee for the completion of all the Tasks is \$62,500 plus actual out of pocket expenses incurred by EDR. Payment of the Fee will be made in accordance with the following schedule:

Upon signing of this Agreement	\$2,500
60 days from signing the Agreement	\$30,000
120 days from signing the Agreement.....	\$25,000
Following uploading of the complete application to DCEO.....	\$5,000

Actual out of pocket expenses will consist of actual costs incurred by EDR for printing, delivery, travel, long distance telephone charges and any other similar expenses required to provide the above Scope of Services. Such expenses will be billed monthly to the City of Kewanee and Henry County at their direct and actual cost to EDR.

Payment of the fee due and reimbursable expenses will be made by the City of Kewanee and Henry County to EDR within 30 days of the receipt of the invoice concerning these items. Unpaid invoices will accrue interest of 1.5% per month until paid.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of _____, 2016.

ATTEST:

CITY OF KEWANEE, ILLINOIS

Steve Looney
Mayor

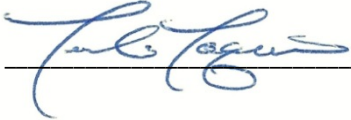
ATTEST:


HENRY COUNTY, ILLINOIS

Roger Gradert
Board Chairman

ATTEST:

ECONOMIC DEVELOPMENT RESOURCES L.L.C.



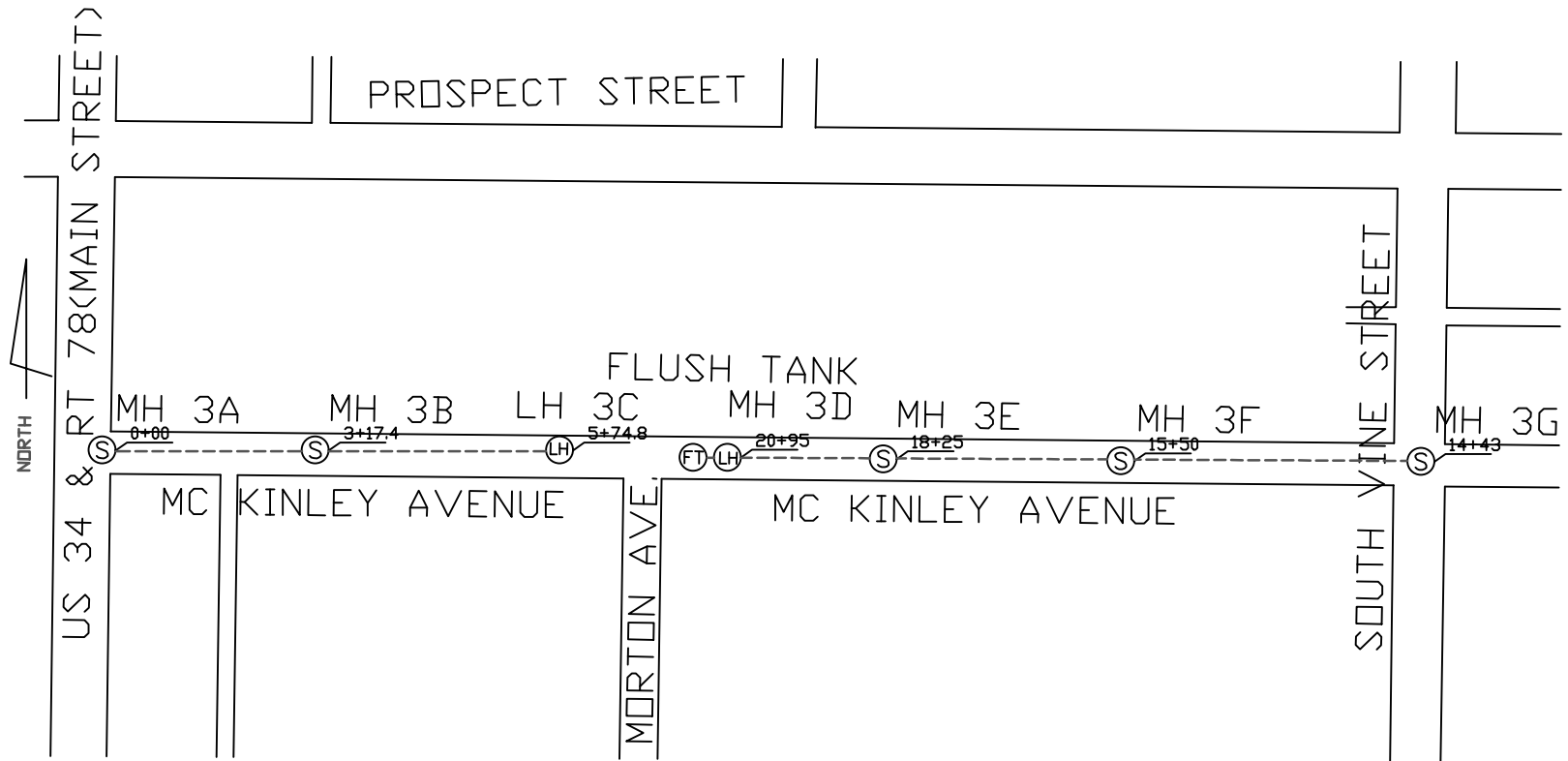


Eugene Norber
President

		CITY OF KEWANEE CITY COUNCIL AGENDA ITEM	
MEETING DATE	September 26, 2016		
RESOLUTION OR ORDINANCE NUMBER	Presentation and Discussion		
AGENDA TITLE	Request approval of funds for 2016 CIPP Project (Cured-In-Place Pipe)		
REQUESTING DEPARTMENT	Public Works		
PRESENTER	Rod Johnson, Operations Manager		
FISCAL INFORMATION	Cost as recommended:	\$320,000	
	Budget Line Item:	33-49-850	
	Balance Available	\$1,800,000 bond funds in fund 32	
	Budget Amendment Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
PURPOSE	This project will include relining of 9,617 linear feet of sanitary sewers in 15 areas that staff has deemed to be the highest priority.		
BACKGROUND	Multiple emergency spot repairs have been made in the proposed areas. It has been more than 10 years since the last major CIPP Project was done. Funds were previously earmarked for projects such as a new well and the raw water transmission line. The City Engineer has recommended that those projects do not need to be done at this time. The request is being made to use some of those funds for sewer relining.		
SPECIAL NOTES	N/A		

ANALYSIS	As a trenchless technology, CIPP does not require excavation to rehabilitate a sewer pipe that is either leaking or structurally unsound. CIPP can effectively reduce infiltration and leaks in pipeline systems without digging. The City has had great success in the past using this technology. Replacing pipes and surface restoration can cost as much as 75% more than the relining process.
PUBLIC INFORMATION PROCESS	Bid specifications have been prepared and a RFP will be completed and published per the procurement policy after council approval to proceed.
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval of the CIPP Project.
REFERENCE DOCUMENTS ATTACHED	Bid specifications and location map

LOCATION #3-MCKINLEY AVE.



SCOPE OF WORK:

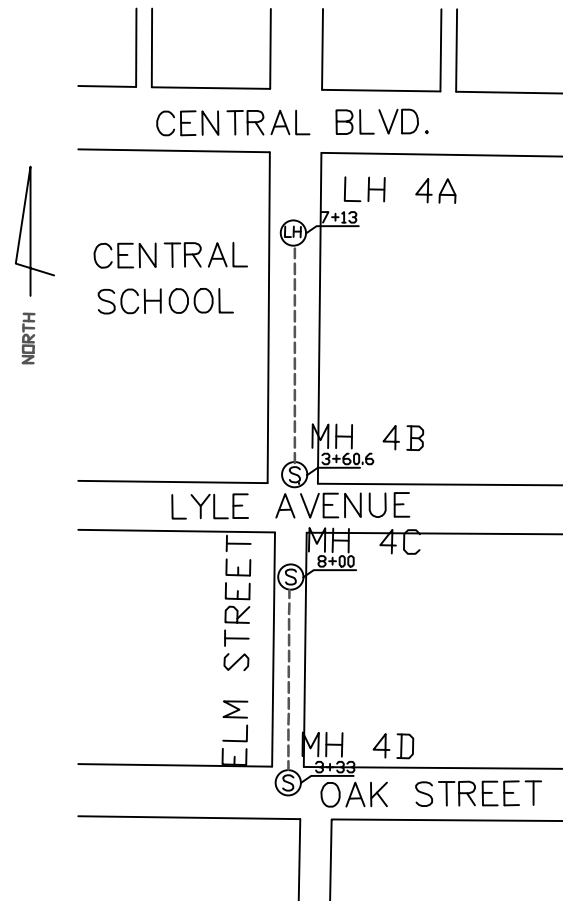
LINING 1413 LF OF 8"

CLAY PIPE WITH

45 LATERALS

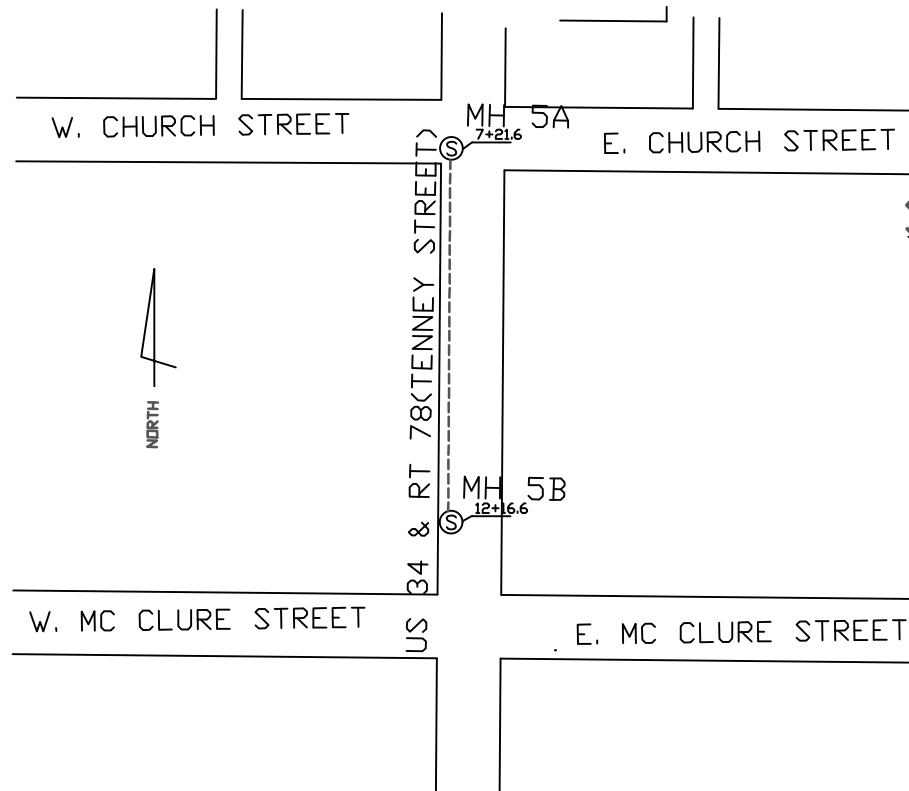
TO RE-ESTABLISH.

LOCATION #4-ELM ST.



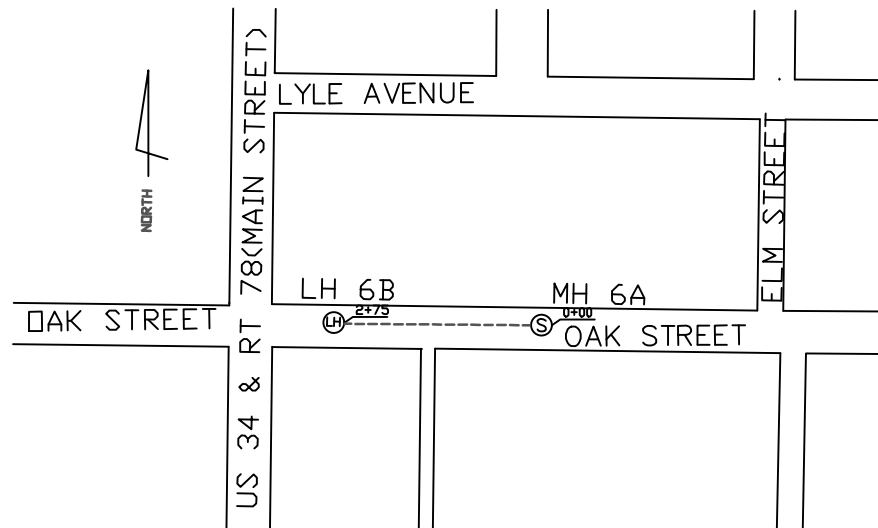
SCOPE OF WORK:
LINING 622.4 LF OF 8"
CLAY PIPE WITH
15 LATERALS
TO RE-ESTABLISH.

LOCATION #5-TENNEY ST.



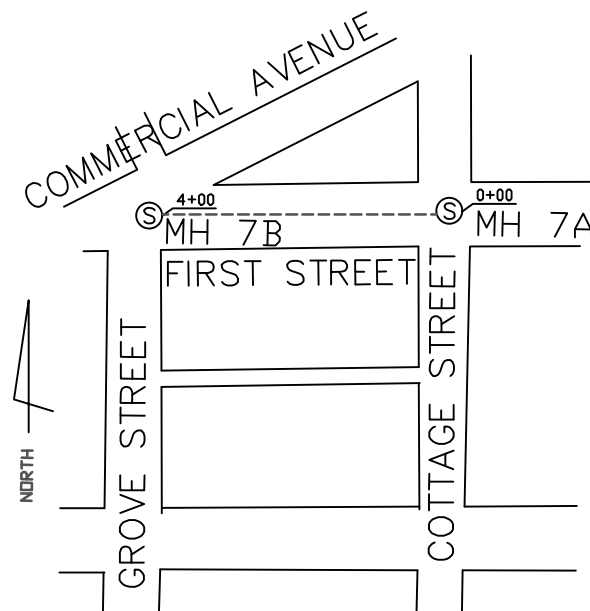
SCOPE OF WORK:
LINING 495 LF OF 8"
CLAY PIPE WITH
4 LATERALS
TO RE-ESTABLISH.

LOCATION #6-OAK ST.



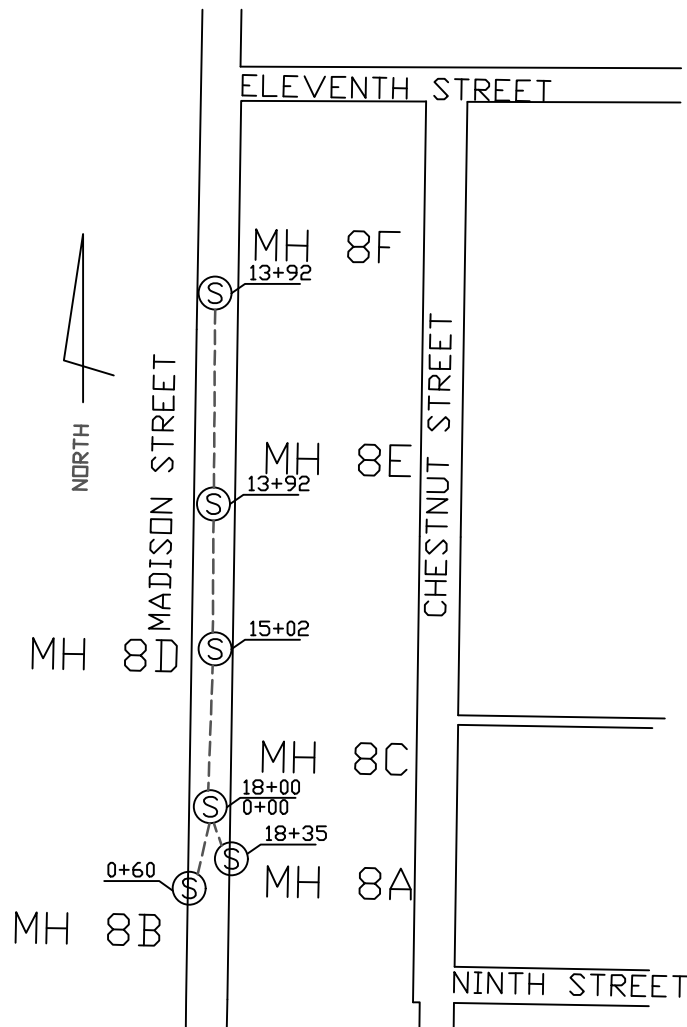
SCOPE OF WORK:
LINING 275 LF OF 8"
CLAY PIPE WITH
5 LATERALS
TO RE-ESTABLISH.

LOCATION #7-W. FIRST ST.



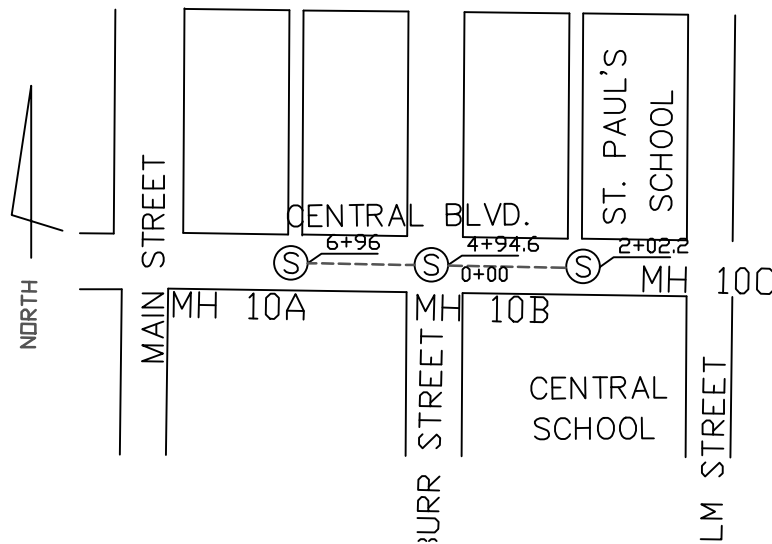
SCOPE OF WORK:
LINING 400 LF OF 8"
CLAY PIPE WITH
5 LATERALS
TO RE-ESTABLISH.

LOCATION #8-MADISON AVE.



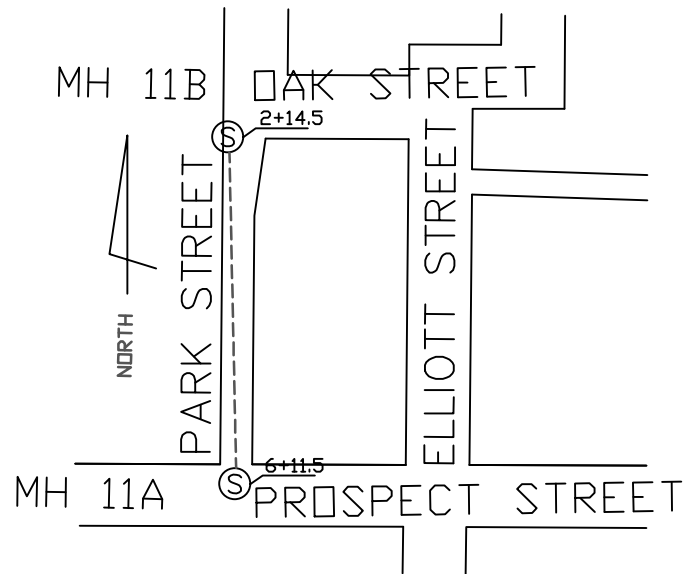
SCOPE OF WORK:
LINING 745 LF OF 8"
CLAY PIPE WITH
16 LATERALS
TO RE-ESTABLISH.

LOCATION #10-E. CENTRAL BLVD.



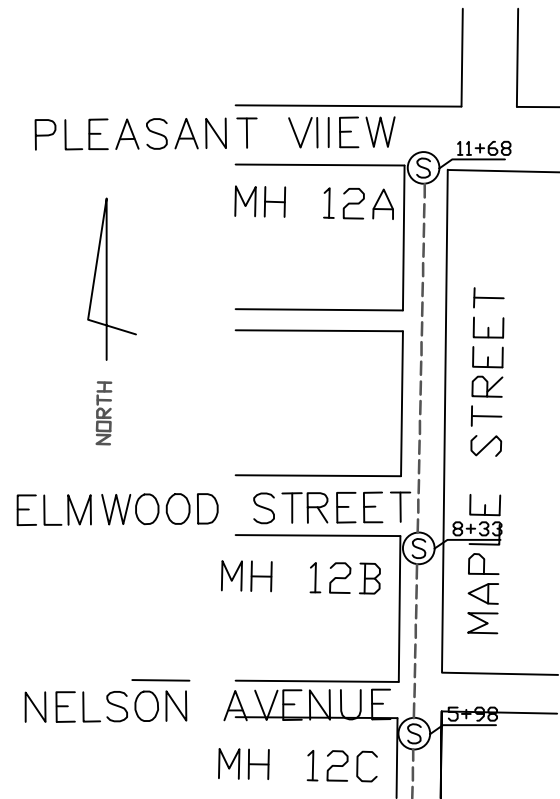
SCOPE OF WORK:
LINING 403.6 LF OF 10"
CLAY PIPE WITH
5 LATERALS
TO RE-ESTABLISH.

LOCATION #11-PARK ST.



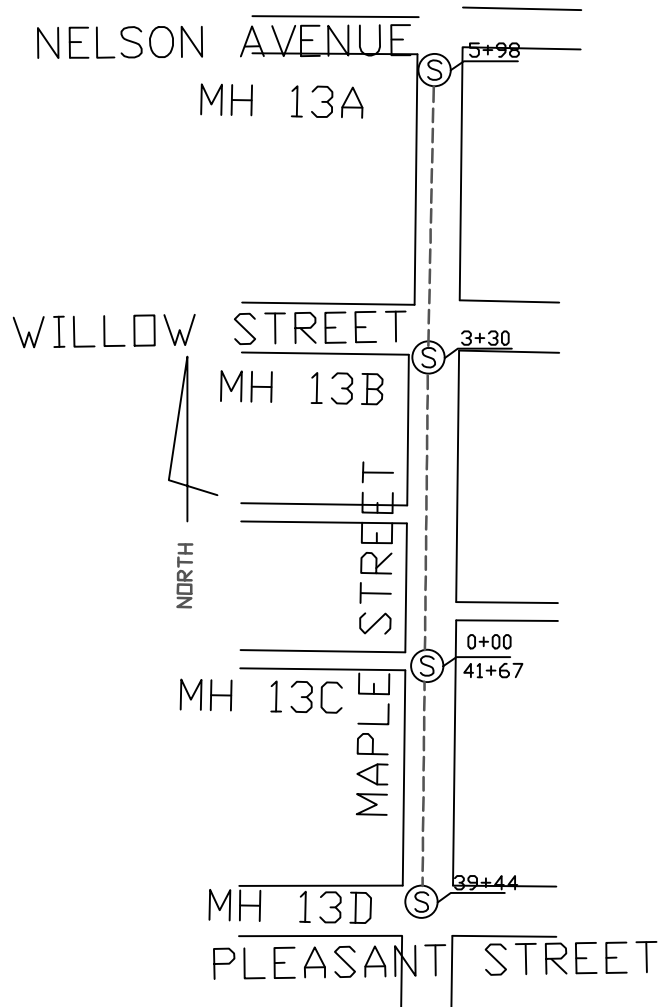
SCOPE OF WORK:
LINING 397 LF OF 12"
CLAY PIPE WITH
11 LATERALS
TO RE-ESTABLISH.

LOCATION #12-MAPLE AVE.



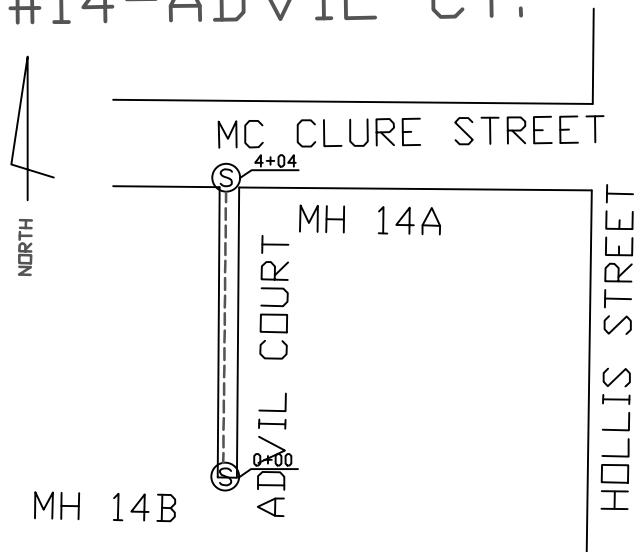
SCOPE OF WORK:
LINING 570 LF OF 12"
CLAY PIPE WITH
13 LATERALS
TO RE-ESTABLISH.

ALTERNATE LOCATION #13-MAPLE AVE.



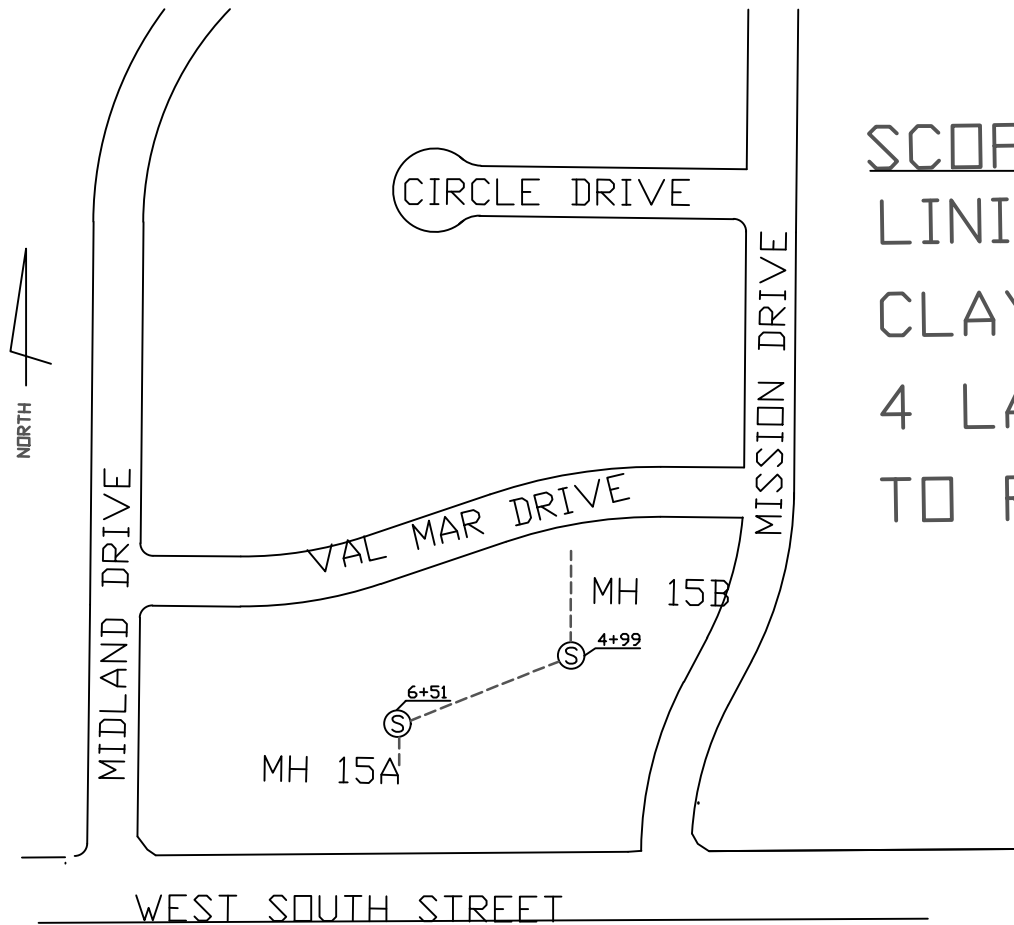
SCOPE OF WORK:
LINING 598 LF OF 12"
LINING 233 LF OF 27"
CLAY PIPE WITH
16 LATERALS
TO RE-ESTABLISH.

ALTERNATIVE LOCATION #14-ADVIL CT.



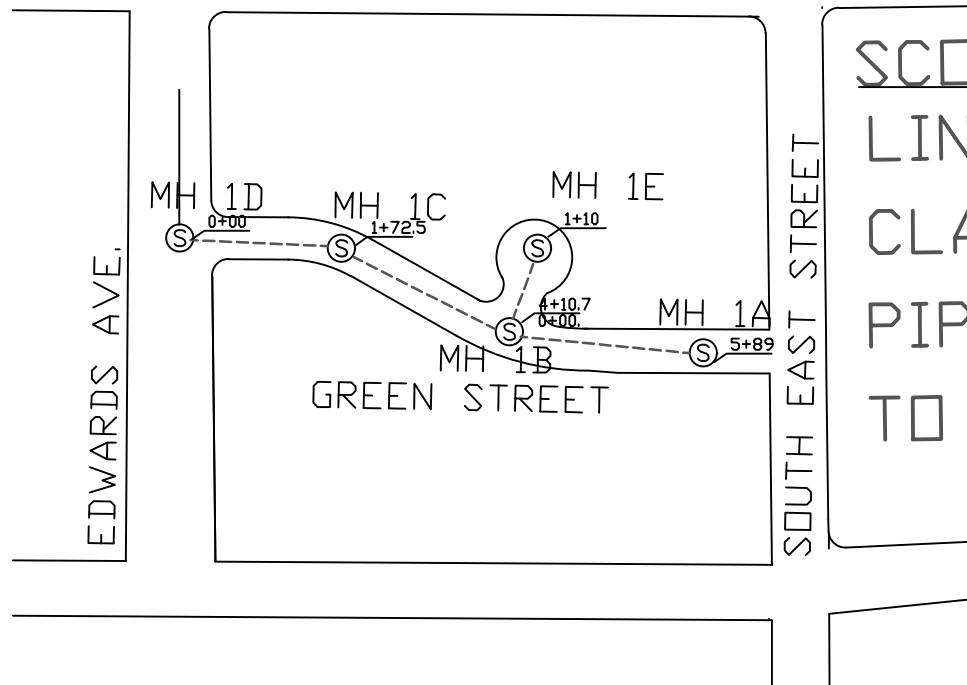
SCOPE OF WORK:
LINING 404 LF OF 6"
CLAY PIPE WITH
10 LATERALS
TO RE-ESTABLISH.

ALTERNATE LOCATION #15-VALMAR DR..



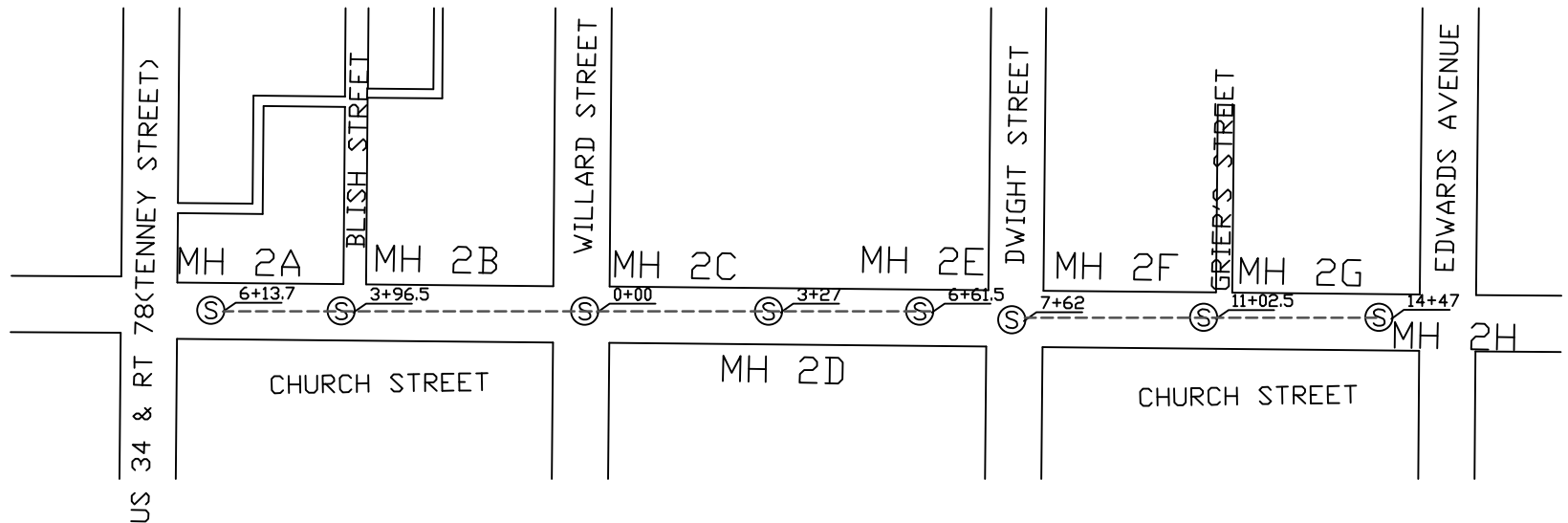
SCOPE OF WORK:
LINING 152 LF OF 8"
CLAY PIPE WITH
4 LATERALS
TO RE-ESTABLISH.

LOCATION #1-GREEN ST.



SCOPE OF WORK:
LINING 699 LF OF 8"
CLAY AND CONCRETE
PIPE WITH 16 LATERALS
TO RE-ESTABLISH.

LOCATION #2-E. CHURCH ST.



SCOPE OF WORK:

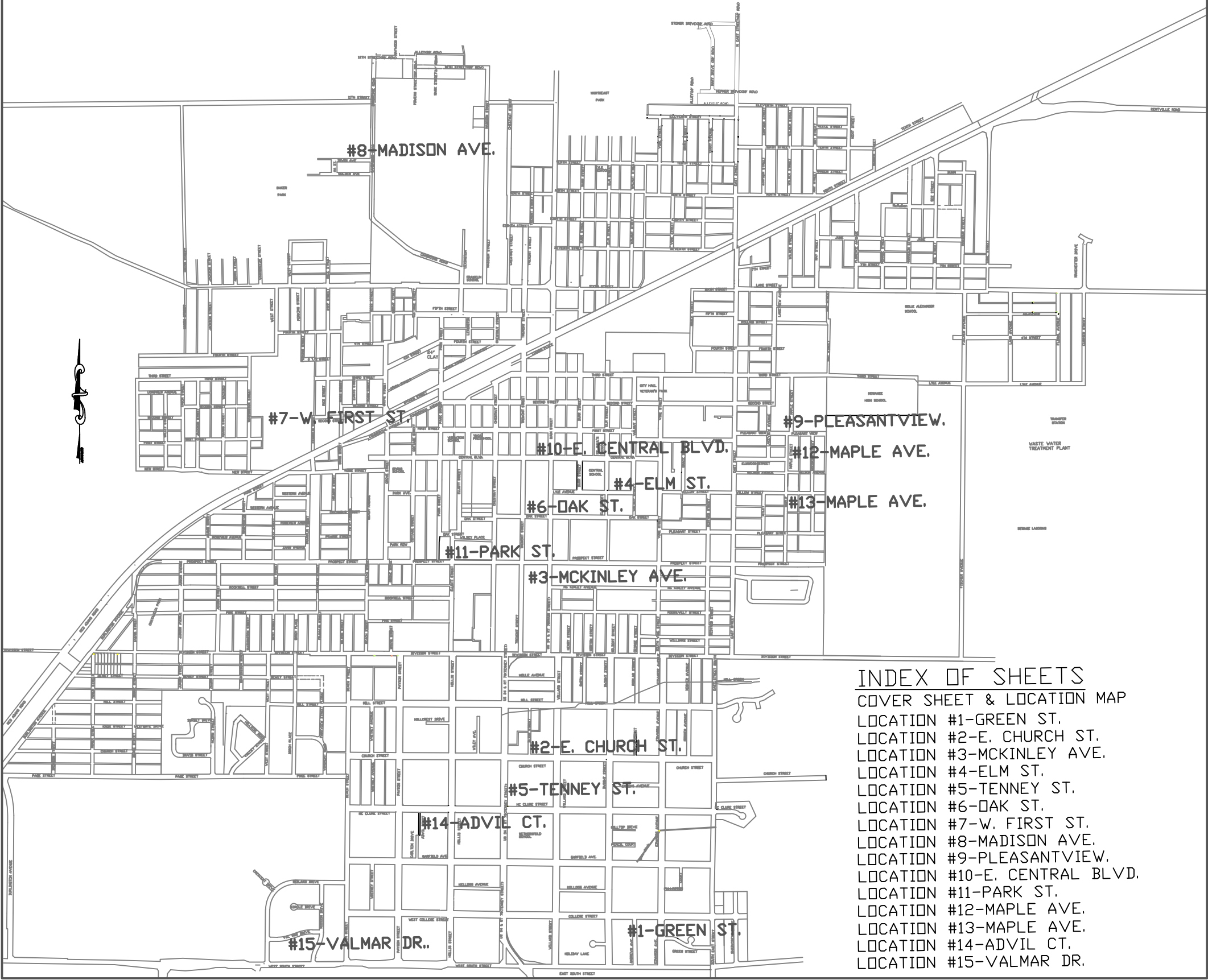
LINING 1978.2 LF OF 8"

CONCRETE PIPE

WITH 40 LATERALS

TO RE-ESTABLISH.

SANITARY SEWER RELINING 2016
CITY OF KEWANEE, ILLINOIS



- INDEX OF SHEETS
COVER SHEET & LOCATION MAP
LOCATION #1-GREEN ST.
LOCATION #2-E. CHURCH ST.
LOCATION #3-MCKINLEY AVE.
LOCATION #4-ELM ST.
LOCATION #5-TENNEY ST.
LOCATION #6-DAK ST.
LOCATION #7-W. FIRST ST.
LOCATION #8-MADISON AVE.
LOCATION #9-PLEASANTVIEW.
LOCATION #10-E. CENTRAL BLVD.
LOCATION #11-PARK ST.
LOCATION #12-MAPLE AVE.
LOCATION #13-MAPLE AVE.
LOCATION #14-ADVIL CT.
LOCATION #15-VALMAR DR.

PROJECT LOCATION MAP

NOTICE TO BIDDERS

City of Kewanee Sanitary Sewer Relining 2016 CIPP Project

The Standard Specifications for Water and Sewer Main Construction in Illinois, 7th Edition; Owners' Specifications and Special Provisions; and NASSCO Specification Guidelines for Cured-In-Place Pipe (CIPP) Performance Specification Guideline, June of 2011, shall govern work proposed.

1. Time and Place of Opening Bids. Sealed proposals for the WORK described herein will be received at Kewanee City Hall, 401 E. Third Street, Kewanee, Henry County, Illinois, until 10:00 o'clock AM, **September 23, 2017**, and at that time publicly opened and read.

2. The proposed WORK is officially known as "Sanitary Sewer Relining 2016 CIPP Project" and is further described as:

A. BASE BID (Locations 1-8): Relining of 6,628 L.F. of 8" Sanitary Sewer by the Cast-In-Place-Pipe (C.I.P.P.) method of construction. Televising & Cleaning of 6,628 L.F. of 8" Sanitary Sewer including any needed removal of mineral deposit or root obstructions which shall be considered incidental to the Televising & Cleaning of said 6,628 L.F. of 8" Sanitary Sewer. Reinstatement of 149 sewer service laterals. (Green St, E. Church St, McKinley St, S. Elm St, Tenney St, E. Oak St, W. First St, Madison Ave.)

B. BASE BID (Location 9): Relining of 231 L.F. of 6" Sanitary Sewer by Cast-In-Place-Pipe (C.I.P.P.) method of construction. Televising & Cleaning of 231 L.F. of 6" Sanitary Sewer including any needed removal of mineral deposit and root obstructions which shall be considered incidental to the Televising & Cleaning of said 231 L.F. of 6" Sanitary Sewer. Reinstatement of 2 sewer service laterals. (Pleasantview)

C. BASE BID (Location 10): Relining of 404 L.F. of 10" Sanitary Sewer by Cast-In-Place-Pipe (C.I.P.P.) method of construction. Televising & Cleaning of 404 L.F. of 10" Sanitary Sewer including any needed removal of mineral deposit and root obstructions which shall be considered incidental to the Televising & Cleaning of said 404 L.F. of 10" Sanitary Sewer. Reinstatement of 5 sewer service laterals. (E. Central Blvd)

D. BASE BID (Location 11-12): Relining of 967 L.F. of 12" Sanitary Sewer by Cast-In-Place-Pipe (C.I.P.P.) method of construction. Televising & Cleaning of 967 L.F. of 12" Sanitary Sewer including any needed removal of mineral deposit and root obstructions which shall be considered incidental to the Televising & Cleaning of said 967 L.F. of 12" Sanitary Sewer. Reinstatement of 24 sewer service laterals. (Park, Maple)

E. ALTERNATE BID (Location 13) Relining of 598 L.F. of 12" Sanitary Sewer by Cast-In-Place-Pipe (C.I.P.P.) method of construction. Televising & Cleaning of 598 L.F. of 12" Sanitary Sewer including any needed removal of mineral deposit and root obstructions which shall be considered incidental to the Televising & Cleaning of said 598 L.F. of 12" Sanitary Sewer. Reinstatement of 14 sewer service laterals. Relining of 233 L.F. of 27" Sanitary Sewer by Cast-In-Place-Pipe (C.I.P.P.) method of construction. Televising & Cleaning of 233 L.F. of 27" Sanitary Sewer including any needed removal of mineral deposit and root obstructions which shall be considered incidental to the Televising & Cleaning of said 233 L.F. of 27" Sanitary Sewer. Reinstatement of 2 sewer service laterals. (Maple Ave)

F. ALTERNATE BID (Location 14) Relining of 404 L.F. of 6" Sanitary Sewer by Cast-In-Place-Pipe (C.I.P.P.) method of construction. Televising & Cleaning of 404 L.F. of 6" Sanitary Sewer including any needed removal of mineral deposit and root obstructions which shall be considered incidental to the Televising & Cleaning of said 404 L.F. of 6" Sanitary Sewer. Reinstatement of 10 sewer service laterals. (Advil Court)

G. ALTERNATE BID (Location 15) Relining of 152 L.F. of 8" Sanitary Sewer by Cast-In-Place-Pipe (C.I.P.P.) method of construction. Televising & Cleaning of 152 L.F. of 8" Sanitary Sewer including any needed removal of mineral deposit and root obstructions which shall be considered incidental to the Televising & Cleaning of said 152 L.F. of 8" Sanitary Sewer.

Reinstatement of 4 sewer service laterals. (Valmar Dr.)

3. Contractor shall complete the work within 65 calendar days after the issuance of notice to proceed. Monthly pay estimates shall be made with ten percent withholding until fifty percent of the project has been completed. After fifty percent of the project has been completed withholding shall be dropped to five percent. Final payment will be made after receipt of final lien waivers from the contractor; subject to 5% retainage until televising required in Special Provision Item 3 is satisfactorily completed.

4. Plans and Proposal forms may be obtained from Kewanee City Clerk, 401 E. Third Street, Kewanee, IL 61443-2365. All proposals must be accompanied by a bid bond, bank cashier's check, bank draft, or certified check for not less than ten (10) percent of the amount of the bid, or as provided in Division 1, Section 2-7 of the "Standard Specifications for Water and Sewer Main Construction in Illinois", 7th Edition.

5. Rejection of Bids: The City reserves the right to waive irregularities and/or technicalities or to reject any or all proposals. All bids must state "Sanitary Sewer Relining 2016 CIPP Project" on outside of sealed bid package.

6. All labor shall be paid at the current Department of Labor prevailing wage published rates for Henry County, IL.

SPECIAL PROVISIONS

The “Standard Specifications for Water and Sewer Main Construction In Illinois”, 7th Edition, dated June, 2014, shall govern the construction of the proposed WORK along with the City of Kewanee’s Specifications and Special Provisions, and the Performance Specification Guidelines for Cured-In-Place Pipe (CIPP), June of 2011 published by NASSCO.

The drawings included as part of the CONTRACT Documents for this WORK are as follows:

1 Location Map	2-8 Location 8 – Madison Ave.
2-1 Location 1 – Green St.	2-9 Location 9 – Pleasantview
2-2 Location 2 – E. Church St.	2-10 Location 10 – E. Central Blvd.
2-3 Location 3 – McKinley Ave.	2-11 Location 11 – Park St.
2-4 Location 4 – Elm St.	2-12 Location 12 –Maple Ave.
2-5 Location 5 –Tenney St.	2-13 Alt Location 13--Maple Ave.
2-6 Location 6 –E. Oak St.	2-14 Alt Location 14--Advil Ct.
2-7 Location 7 – W. First St.	2-15 Alt Location 15--Valmar Dr.

The following Special Provisions supplement these specifications and in case of conflict the Special Provisions shall take precedence and govern:

1. Traffic control shall be considered incidental to the project. All expenses for necessary traffic control shall be included in unit prices for Reline Sanitary Sewer, 6” C.I.P.P. Method, Reline Sanitary Sewer, 18” C.I.P.P. Method, Reline Sanitary Sewer, 10” C.I.P.P. Method or Reline Sanitary Sewer, 12” C.I.P.P. Method.
2. Attention is drawn to the several pipe sections, that may need replacement pipe installed prior to relining. The Contractor shall notify the City as soon as possible if in the Contractor’s opinion, after reviewing the video, the pipe sections are collapsed too far to permit relining. That advance notice will allow the City to have the necessary repairs made in a timely fashion so as to not impede progress of the work.
3. Televising: Relined sewers shall be televised between the eleventh and twelfth month after relining is completed. Five percent of completed contract amount shall be withheld until the City of Kewanee receives one video copy of said televising. Camera shall be color with 360° swivel head. One copy of Video and a written report shall be provided to the City upon completion.
4. All workers shall be compensated at the wage scale set by the Department of Labor for Henry County, IL.
5. Work shall be completed within sixty-five calendar days from receipt of the Notice to Proceed. The Contractor may be liable for liquidated damages of \$50.00/day for each day beyond the sixty-five day period.
6. All work is to be guaranteed for a period of one year from substantial completion of the project.
7. The sanitary sewer mains, as indicated on drawings 2-1, 2-2, 2-3, 2-4, 2-5, 2-6, 2-7, 2-8, 2-9, 2-10, 2-11, and 2-12 are to be relined using C.I.P.P. Methods. The design thickness of the liner is the responsibility of the contractor. In no case will a liner thickness less than 6mm be accepted.
8. Samples shall be prepared and tested, according to the specifications, from cores to be taken at 500’ maximum intervals. A written report of test results shall be supplied to the City of Kewanee before final payment is issued.
9. Water shall be supplied by the City of Kewanee. The CONTRACTOR must supply and use a backflow

preventer whenever connected to the City water main. All televising, jetting and cleaning is the responsibility of the contractor.

10. Installer must have a minimum of 30,000 l.f. of installed C.I.P.P. plus 800 lateral reinstatements.
11. To be pre-qualified, new bidders must present independent third party test findings proving that prospective bidder meets/exceeds design claims. Third party findings are to be received by the City of Kewanee no later than three days before the opening of bids.

Contractor's Proposal

1. TO THE CITY OF KEWANEE:

Proposal

of:

(Name of Bidder)

(Address of Bidder)

for the WORK, designated in Paragraph 2 below, by the construction of:

- BASE BID: Relining of; 231 L.F. of 6" Sanitary Sewer , 6,628 L.F. of 8" Sanitary Sewer; 404 L.F. of 10" Sanitary Sewer; and 967 L.F. of 12" Sanitary Sewer; including any needed removal of mineral deposit, root obstructions, etcetera which shall be considered incidental to the Televising & Cleaning by Cast-In-Place-Pipe (C.I.P.P.) method of construction. Reinstatement of 180 sewer service laterals.
- ALTERNATE BID: Relining of; 404 L.F. of 6" Sanitary Sewer, 152 L.F. of 8" Sanitary Sewer, 598 L.F. of 12" Sanitary Sewer and 233 L.F. of 27" Sanitary Sewer, including any needed removal of mineral deposit, root obstructions, etcetera which shall be considered incidental to the Televising & Cleaning by Cast-In-Place-Pipe (C.I.P.P.) method of construction. Reinstatement of 30 sewer service laterals.

2. The Plans for the proposed WORK are those prepared by Rod Johnson, Kewanee City Operations Manager, 401 E. Third Street, IL 61443-2365, which Plans are designated as Sanitary Sewer Relining 2016 CIPP Project, and which cover the Work described in Paragraph 1 above.

The specifications herein referred to are the "Standard Specifications for Water and Sewer Main Construction in Illinois", 7th Edition.; Special provisions; and NASSCOS' performance specification guidelines for CIPP, June 2011.

3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any other person, firm or corporation.

4. The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications, form of CONTRACT and Contract Bond, and Special Provisions (if any), and that he has inspected in detail the site of the proposed Work, and that he has familiarized himself with all of the local conditions affecting the CONTRACT and the detailed requirements of construction, and understands that in making this Proposal he waives all right to plead any misunderstanding regarding the same.

5. The undersigned further understands and agrees that if this Proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the WORK, and to furnish all of the materials specified in the CONTRACT, except such materials as are to be furnished by the OWNER, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

6. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the schedule of prices contained herein.

7. The undersigned further agrees that the Unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices the latter shall apply.
8. The undersigned further agrees that if the OWNER declares to *extend or shorten* the WORK, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the WORK as altered, increased or decreased at the CONTRACT unit prices.
9. The undersigned further agrees that the ENGINEER may, at any time during the progress of the WORK covered by this CONTRACT, order other work or materials. All such work and materials that do not appear in the proposal or CONTRACT as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this CONTRACT, shall be performed as Extra Work, per Section 9-4. Compensation shall be paid in accordance with Section 9-4 of the Standard Specifications.
10. The undersigned further agrees to execute a CONTRACT for this WORK and present the same to the OWNER within fifteen (15) days after the receipt of Notice of Award of the CONTRACT by him.
11. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the receipt of Notice of Award, a Contract Bond satisfactory to and in the form prescribed by the OWNER, in the penal sum of the full amount of the CONTRACT, guaranteeing the faithful performance of the WORK in accordance with the terms of the CONTRACT.
12. The undersigned further agrees to begin WORK not later than the date specified in the Notice to Proceed, and to prosecute the WORK in such manner and with sufficient materials, equipment, and labor as will insure its completion within the Contract Time specified herein, it being understood and agreed that the completion within the Contract Time is an essential part of the CONTRACT. Undersigned agrees to complete the WORK within the time period stated in the Standard Form of the "Notice to Bidders", unless additional time shall be granted by the ENGINEER in accordance with the provisions of the Specifications. In case of failure to complete the WORK within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the OWNER, shall withhold, from such sums as may be due him under the terms of this CONTRACT, the costs set forth in the Specifications, which costs shall be considered and treated not as a penalty but as damages due the OWNER from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours, and other items which have caused an expenditure of funds resulting from the failure of the undersigned to complete the WORK within the CONTRACT Time.
13. Accompanying this Proposal is a bank draft, bank cashier's check, certified check, or bid bond, complying with the requirements of the specifications made payable to the CITY OF KEWANEE.

The amount of the check or draft is: \$ _____

If this proposal is accepted and the undersigned shall fail to execute a CONTRACT and Contract Bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof, shall become the property of the OWNER, and shall be considered as payment of damages due to delay and other causes suffered by the OWNER because of the failure to execute said CONTRACT and Contract Bond; otherwise said check or draft, or bidder's bond substituted in lieu thereof shall

be returned to the undersigned. In the event that one check or draft is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guarantees of the individual sections covered.

ATTACH BID BOND, BANK DRAFT, BANK CASHIER'S CHECK
OR CERTIFIED CHECK HERE

14. The undersigned submits herewith his schedule of prices covering the WORK to be performed under this CONTRACT. He understands that he must show in the schedule the unit prices for which he proposes to perform each item of work and that the extensions must be made by him. If not so done his proposal may be rejected as irregular.

SCHEDULE OF PRICES

(For complete information covering these Items, see Plans, Special Provisions, and Specifications)

Item No.	Items	Approximate Quantities	Unit Prices Dollars Cents	Amounts Dollars Cents
	BASE BID ITEMS			
1.	Reline Sanitary Sewer, 6" C.I.P.P. Method	231 L.F.		
2.	Reline Sanitary Sewer, 8" C.I.P.P. Method	6,628 L.F.		
3.	Reline Sanitary Sewer, 10" C.I.P.P. Method	404 L.F.		
3.	Reline Sanitary Sewer, 12" C.I.P.P. Method	967 L.F.		
4.	Laterals to be reinstated	180 EA.		
	ALTERNATE BID ITEMS			
5.	Reline Sanitary Sewer, 6" C.I.P.P. Method	404 L.F.		
6.	Reline Sanitary Sewer, 8" C.I.P.P. Method	152 L.F.		
7.	Reline Sanitary Sewer, 12" C.I.P.P. Method	598 L.F.		
8.	Reline Sanitary Sewer, 27" C.I.P.P. Method	233 L.F.		
9.	Laterals to be reinstated	30 EA.		

Bidder's Proposal* for making Base Bid Improvements.

TOTAL

\$

Bidder's Proposal* for making Alternate Bid Improvements.

TOTAL

\$

(If an Individual) **Signature of Bidder** _____ **(Seal)**
Business Address _____

(If a Partnership) **Firm Name** _____ **(Seal)**
Signed by _____ **(Seal)**
Business Address _____

(Insert Names and
Addresses of all
Partners of the
Firm)

(If a Corporation) **Corporate Name** _____
Signed by _____

(President)

Business Address _____
(Corporate Seal)

(Insert Names of
Officers)

President _____
Secretary _____
Treasurer _____

Attest: _____
(Secretary)

DESIGN PARAMETERS

BIDDER SHALL SUBMIT, WITH BID DOCUMENTS, MINIMUM DESIGN THICKNESS FOR EACH PIPE SEGMENT AND ASSOCIATED DESIGN CALCULATIONS, BASED UPON DESIGN PARAMETERS INDICATED BELOW

- A. The required structural CIPP wall thickness shall be based on the guidelines in the appendix of ASTM F1216-93 and with the design parameters and physical properties listed in this section.
- B. Design formula used shall be ASTM F1216-93. For fully deteriorated use Equation X1.3 & X1.4 and for partially deteriorated use Equation X1.1 & X1.2.
- C. Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness.

SITE SPECIFIC INFORMATION

(To Be Filled In By Owner)

1.	Design Condition (fully/partially deteriorated)	=	Fully Deteriorated
2.	Soil Modulus ^a (Typical = 1000 psi)	=	1000 psi
3.	Unit Weight of Soil ^a (110 - 130 lb/ft ³)	=	130 lb/ft ³
4.	Live Load ^a (Highway, Railway, Other)	=	Roadway
5.	Ovality (1 to 10%)	=	1%
6.	Soil Depth (from top of pipe)	=	7.5 feet
7.	Ground Water Over Bottom of Pipe	=	Assume 7.5 feet
8.	Design Safety Factor (1.5 minimum)	=	1.5

DESIGN PARAMETERS

(To Be Filled In By Contractor)

1.	Flexural Strength D790 test	=	_____psi
2.	Enhancement Factor ^b K (max. 7)	=	_____
3.	Short Term Flexural Modulus ^b (E) max 400,000	=	_____psi
4.	Creep RETENTION Factor ^b (C _L) max. value 0.5	=	_____
5.	Long Term Flexural Modulus (E _L) = E x C _L	=	_____psi

NOTES:

- a. Denotes information required only for fully deteriorated design conditions.
- b. As determined by TTC report #302 - Trenchless Technology Center, Louisiana Tech University "Long Term Structural Behavior of Pipeline Rehabilitation System" August 24, 1994 or other 10,000 hour, independent, third-party test, submitted with bid documents and as approved by engineer.

CONTRACT

1. **THIS AGREEMENT**, made and concluded _____ day of _____
this _____
between the City of Kewanee, 401 E. Third Street, Kewanee, IL 61443 acting by and
through it's City Manager, Gary Bradley, known as the party of the first part, and _____
his/their executors, administrators, successors or assigns, known as the party of the
second part.

2. **WITNESSETH:** That for and in consideration of the payments and agreements
mentioned in the Proposal hereto attached, to be made and performed by the party
of the
first part, and according to the terms expressed in the Bond referring to these
present, the
party of the second part agrees with said party of the first part at his/their own
proper cost and expense to do all the WORK furnish all materials and all labor
necessary to complete the WORK in accordance with the Plans and Specifications
hereinafter described and in full compliance with all of the plans of this agreement
and the requirements of the ENGINEER under it.

3. And it is also understood and agreed that the Notice to Bidders, Special
Provisions, Proposal, Plans, and Contract Bond, are all essential documents of this
Contract and are a part hereof.

4. **IN WITNESS WHEREOF**, The said parties have executed these presents on the
date above mentioned.

Party of the First Part
For the CITY OF KEWANEE

By:

Attest: _____
Melinda Edwards, City Clerk

Gary Bradley, City Manager

For the CONTRACTOR
Party of the Second Part

Corporate Name

Attest:

By _____
(President, Party of the Second Part)

(Clerk or Notary Public)

(If a Co-Partnership)

Secretary
(Corporate Seal)

(Seal)

(Seal)

(Seal)

CONTRACT BOND

(Corporation)

KNOW ALL MEN BY THESE

PRESENT, That we

**a corporation organized and existing under the laws
of the State of**

**with authority to do business in the State of Illinois as Surety, are held and
firmly bound unto the**

**CITY OF KEWANEE, ILLINOIS, 401 E. THIRD STREET, KEWANEE,
ILLINOIS**

**In the penal
sum of**

(amount in words)

*(amount in
numbers)*

**Lawful money of the United States, well and truly to be CITY OF KEWANEE
paid unto said**

**For the payment of which we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly, severally, and firmly by these presents.**

THE CONDITION OF THE FOREGOING OBLIGATIONS IS SUCH that

whereas, the said Principal has

**entered into a written contract with the
OWNER which is**

**CITY OF
KEWANEE**

**and acted
through**

**it's City Manager for the construction of the work
designated as:**

Sanitary Sewer Relining 2016 CIPP Project

**which contract is hereby referred to and made a part hereof, as if written herein at
length, and whereby the said Principal has promised and agreed to perform said
work in accordance with the terms of said contract, and has promised to pay all
sums of money due for any labor, materials, apparatus, fixtures or machinery
furnished to such Principal for the purpose of performing such work and has
further agreed to pay all direct and indirect damages to any person, firm, company,
or corporation suffered or sustained on account of the performance of such work
during the time thereof and until such work is completed and accepted; and has
further agreed that this bond shall insure to the benefit of any person, firm,
company or corporation, to whom any money may be due from the Principal,
SUBCONTRACTOR or otherwise, for any such labor, materials, apparatus,
fixtures or machinery so furnished and that suit may be maintained on such bond
by any such person, firm, company, or corporation, for the recovery of any such
money.**

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the aforesaid owner and it or his agents, harmless on account of any conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

<p>Approved this _____ , A.D., 20 _____</p> <p>By _____ Gary Bradley, City Manager</p> <p>Attest:</p> <p>By _____ Melinda Edwards, City Clerk</p> <p>MUNICIPAL SEAL</p>	<p>IN WITNESS WHEREOF We have</p> <p>Duly executed the foregoing Obligation</p> <p>This _____ Day _____ , A.D., of _____ 20 _____ .</p> <p>_____ (SEAL)</p> <p>_____ (SEAL)</p> <p>_____ (SEAL)</p> <p>Surety _____ (SEAL)</p> <p>By _____ (SEAL) Attorney in Fact.</p> <p>By _____ (SEAL) Attorney in Fact.</p>
---	--

State of _____
County of _____ ss.
I, _____, Notary Public in and for said County in the State aforesaid,
do hereby certify that, _____, _____,
_____, who are each personally known to me to be officers in the corporation
doing business under the name and style of, _____
and also personally known to me to be the same persons who signed the above and foregoing instrument
as officers of said corporation, and did so as a free and voluntary act of the said corporation for the uses
and purposes therein set forth.
Given under my hand and notarial seal, this _____ Day of _____

Notary Public

State of _____
County of _____ ss.
I, _____, a Notary Public in and for said County in the State aforesaid,
do hereby certify that, _____, _____,
_____, who are each personally known to me to be the same persons who
signed the above foregoing instrument as the Attorney in Fact for _____
thereto, as their Principal, and their own names as Attorney in Fact, as the free and voluntary act of their
said Principal, for the uses and purposes therein set forth, and that they executed the said instrument under
authority given them by their said Principal.
Given under my hand and notarial seal, this _____ Day of _____

Notary Public

Cured-In-Place Pipe (CIPP) Specification

I. INTENT

A. It is the intent of this specification to provide for the reconstruction of existing pipelines and conduits by the installation of cured-in-place pipe (CIPP). A CIPP is formed by the insertion of a resin-impregnated flexible felt tube into the existing pipe. The tube is expanded with water in an inversion process to fit against the original conduit, and then heated to cure the resin. The finished product is a jointless, structural pipe that is formed to the existing pipe.

II. REFERENCED DOCUMENTS

A. This specification references American Society for Testing and Materials (ASTM), National Association of Sewer Service Companies (NASSCO), and American Water Works Association (AWWA) standards which are made part hereof by such reference, and shall be the latest edition and revision thereof. If there is a conflict between these standards and this specification, this specification will govern.

III. PREQUALIFICATION - TO BE SUBMITTED 3 DAYS PRIOR TO BID OPENING

BID PACKAGES WILL NOT BE OPENED UNLESS PREQUALIFIED.

A. Bid proposals must be labeled clearly on the outside of the bid envelope, defining manufacturer, installer and product being proposed and meeting the commercially acceptable requirements. Only bids from prequalified manufacturers and installers using prequalified products will be opened and read. Bids submitted on products or from manufacturers/installers that have not been prequalified will be returned unopened.

B. In order to be considered Commercially Acceptable, the Product, Manufacturer, and Installer must each demonstrate, to the Owner's satisfaction, compliance with the following requirements:

1. For a Product to be considered as Commercially Acceptable, a minimum of 500,000 feet or 2000 line sections of successful wastewater collection system installation in the U.S. must be documented to assure commercial viability. Such documentation must be provided using the attached installation reference form. In addition, the Product shall have been in service within the wastewater collection system of the Owner (or some other city, town, or county within the State of Illinois) for a minimum of three years. The Product must be shown to comply with the requirements of this specification.

2. For a Manufacturer to be considered Commercially Acceptable, that Manufacturer must have provided continuously for at least two years, the materials for a Commercially Acceptable Product (as defined in above). For purposes of determining Manufacturer qualification, the Commercially Acceptable Product may be the proposed rehabilitation materials to the Owner, or it may be some other pipeline rehabilitation method using a Commercially Acceptable product. The Manufacturer must be able to demonstrate sufficient in-house engineering support and manufacturing quality control. Furthermore,

to insure the long-term protection of the Owner, the Manufacturer shall submit three years audited financial data and must be financially sound by generally accepted accounting principals. In addition, the Manufacturer must be shown to comply with the requirements as listed in Sections XI.

3. For an Installer to be considered as Commercially Acceptable, the Installer must satisfy all insurance, financial, and bonding requirements of the Owner, and must have had at least 2 years active experience in the commercial installation of the Product. In addition, the installer must have successfully installed at least 30,000 feet of the Product in wastewater collection system installations. These installations must have had a combined total of 800 successful internally reinstated lateral connections. In addition, the installer must certify that the Installation of the Product will be done in accordance with Manufacturer's recommended procedures as detailed in Section XI.

4. The Manufacturer and/or Installer has submitted, upon request by the Owner or the Owner's engineer, responses to the information required in this specification which are, in the sole opinion of the Owner and the Owner's engineer, acceptable, responsive and provide satisfactory proof of these qualification requirements.

5. The Manufacturer and/or Installer shall submit copy of the license or certificate verifying the Manufacturer's or licensor's approval of the Installer.

C. The final decision to accept or reject the product/manufacturer/installer lies solely with the Owner.

IV. REQUIREMENTS FOR QUALIFICATION AS A NEW PRODUCT, MANUFACTURER OR INSTALLER

A. If a Product, Manufacturer, or Installer cannot qualify as Commercially Acceptable (as defined previously), that Product, Manufacturer, or Installer may still qualify as New, and as such, may still be allowed to participate, on a limited basis, in pipeline reconstruction projects for the Owner.

B. In order to be qualified as New, the Manufacturer and/or Installer of that Product must be willing to install a test section of 300 feet, minimum, under the supervision of the Owner's inspector for review by the appropriate Owner officials. This test section will be at no charge to the Owner and will be used to evaluate installation, trauma, product performance, public disruption and compatibility with the Owner's current standards and requirements. This requirement may be waived by the Owner, at the Owner's sole discretion, in the event the Product is offered by a Commercially Acceptable Manufacturer and a Commercially Acceptable Installer.

C. To evaluate the test section, the following criteria have been established:

1. The post-video tape will be reviewed to ensure that the finished pipe has no flat spots or other shape irregularities that were not present in the host pipe and that no infiltration is observed.
2. Dimples must be visible for internal reinstatement of services.
3. Conduct leakage test as per ASTM F1216 or ASTM F1417.
4. Evaluate level of disruption (time limit, surface disturbance, etc.).
5. A section of the pipe shall be excavated and removed with the following tests performed:
 - a) Verify design thickness in accordance with ASTM D3567.
 - b) Verify design physical properties in accordance with ASTM D790.
 - c) Measure pipe stiffness (minimum of three (3) samples) in accordance with ASTM D2412 and compare to calculations for pipe stiffness.
 - d) Evaluate chemical resistance in accordance with ASTM F1216.
 - e) For fiberglass reinforced products, conduct strain - corrosion testing in accordance with ASTM D3681 without failure in 18 samples when exposed to 1.0N sulfuric acid at the following strain levels for the time periods shown: External hydrostatic pressure testing - Third part testing of external hydrostatic loading capacity of at least ten (10) restrained pipe samples to verify design techniques.

HOURS	No. of SAMPLES	MINIMUM STRAIN %
10 4	0.72	
100 5	0.69	
1,000 5	0.67	
10,000 4	0.64	

V. NEW MANUFACTURER REQUIREMENTS

A. The Manufacturer must be able to demonstrate sufficient in-house engineering support and manufacturing quality control. Furthermore, to insure the long term protection of the Owner, the Manufacturer shall submit three years audited financial data and must be financially sound by generally accepted accounting principals. In addition, the Manufacturer must be shown to comply with the requirements as listed in Section X.

VI. NEW INSTALLER REQUIREMENTS

A. The Installer must satisfy all insurance, financial, land bonding requirements of the Owner, and must have had at least 2 years active experience in the pipeline reconstruction field or related fields. In addition, the Installer must show compliance with Section XI.

VII. GENERAL REQUIREMENTS

A. For any New Product, New Manufacturer or New Installer, the Owner will not permit the installation, during any 12-month period, of more than 3% of the total footage of the New Product as has been installed and accepted in similar applications in the United States. Documentation of installation footage must be provided using the attached Installation Reference Form. In addition, any New Product will not be installed in critical or socially sensitive sewers, as determined by the Owner, until three years of successful service in the Owner's Wastewater Collection System is completed. If the New Product is to be furnished by a Commercially Acceptable Manufacturer and Installer, this limitation will be dropped after the New Product (supplied by the same Manufacturer and Installer) has been in service in the Owner's system for at least one year.

VIII. PRODUCT INFORMATION

No product will be allowed to be bid or installed without submittal of test data supporting the following product performance requirements. Product samples used for testing shall be similar to those proposed for installation. Test samples shall be prepared so as to simulate installation methods and trauma of the product.

Chemical resistance - Tests shall be conducted in accordance with ASTM F1216, and meet the minimum guidelines listed therein.

Long-term properties - Tests to confirm 50-year design values shall be conducted in accordance with ASTM D2990. As an alternative, third party testing of a 10,000 hour external loading test, conducted in a wet environment to simulate field conditions, can be used to verify long-term design values.

Flow characteristics - The in-service Product shall provide full flow capacity equal to at least 100% of the host pipe's original capacity. Manufacturer or Installer shall provide at least one in-ground flow test, verified by a third party, which measures flow characteristics of the product in uncleaned, in-service sewers.

Infiltration reduction - The in-service Product shall verify by third party testing, significant reductions in I/I within the mainline sewer pipe, on three projects totaling at least 5000 L.F. each.

Strain-corrosion testing - Glass fiber reinforced products shall submit strain corrosion test data performed in accordance with ASTM D3681 without failure in 18 samples when exposed to 1.0N sulfuric acid at the following strain levels for the time periods shown:
External hydrostatic pressure testing - Third part testing of external hydrostatic loading capacity of at least ten (10) restrained pipe samples to verify design techniques.

HOURS	No. of SAMPLES	MINIMUM STRAIN %
10	4	0.72
100	5	0.69
1,000	5	0.67
10,000	4	0.64

Soil loading - third party soil cell testing of the product to demonstrate structural capacity and verify design techniques.

IX. DESIGN ANALYSIS

A. The “Design Parameters” submittal sheet follows this specification and is attached for submittal of the required, contractor supplied, parameters. Important site specific information is also provided for your use.

B. The design period used for the product must be submitted for review and approval. Physical properties used in design equations must be validated by independent testing of product samples from ten previous projects. Physical values derived from laboratory samples will not be allowed.

C. Any product that claims or requires bonding to the existing pipe must be installed in fully-operating pipe of at least 200 feet. This installation will be at the cost of the Manufacturer and/or Installer. The test pipe will be chosen by the Owner or Owner’s engineer. Once installed, a minimum of five 10-ft. sections will be chosen at random and excavated. A suitable impact instrument will be used to crack the host pipe. Complete bonding between the new pipe and the host pipe must be evident. If any areas of incomplete bonding exist, the product will be rejected. In the case of failure, the entire test section will be excavated, the old lined pipe moved and discarded, and a new pipe of the engineers choice will be installed. The Manufacturer and/or Installer will be responsible for the entire cost of this test regardless of the outcome.

X. MANUFACTURING AND QUALITY CONTROL

A. Detailed information describing the method of manufacturing and the final composition of the rehabilitation materials shall be provided. This information must also include descriptions of any major components not directly provided by the Manufacturer.

B. Documentation shall be submitted as to county of manufacture of all components used to produce the final installed product. Detailed quality control procedures for rehabilitation materials, manufacturing and installation shall be submitted. This shall include inspection requirements, testing procedures, and allowable manufacturing tolerance levels

C. All related ASTM standards, or any nationally recognized standards, for product manufacturing must be submitted.

XI. INSTALLATION

A. An itemized list detailing the installation procedures shall be submitted. This shall include estimated times for each task, lateral reinstatement the methods, the number of required excavations and any other items unique to each process.

B. Installer shall submit evidence of being trained to install the Product.

C. All related ASTM standards, or any nationally recognized standards, for installation of the product shall be submitted.

D. Detailed procedures shall be submitted for repairing the product in the event of failure or future damage. These procedures should not require specialized training and/or equipment for the Owners' maintenance crews.

E. Detailed procedures shall be submitted for future tapping of service connections into the product. The procedures should not require specialized training and/or equipment for the Owner's maintenance.

XII. MATERIALS

A. The tube shall consist of one or more layers of absorbent fabric capable of carrying resin, and capable of withstanding installation pressures and curing temperatures. The tube shall be compatible with the resin system used. The tube material shall be able to stretch to fit irregular pipe sections and negotiate bends. The outside layer of the tube shall be plastic coated with a material that is compatible with the resin system used. The tube should be fabricated to size that, when installed, will fit the internal circumference and the length of the existing pipe. Allowance should be made for circumferential stretch during installation. The outside of the tube shall be marked along its full length at regular intervals not to exceed five (5) feet.

B. The resin used shall be a thermoset resin system that is compatible with the cured-in-place pipe installation. The resin shall be able to cure in the presence of water and the initiation temperature for cure shall be less than 180°F.

C. CIPP Field Samples - To verify physical properties, the Manufacturer shall submit a minimum of 15 test results from previous field installations of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified have been achieved in previous field applications.

XIII. INSTALLATION

A. Cleaning and Inspection

1. Prior to entering access areas such as manholes, and performing inspection or cleaning operations, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen must be undertaken in accordance with local, state, or federal safety regulations. Submit a MATERIAL SAFETY DATA SHEET for all chemicals and solvents used in the installation of the CIPP.
2. All internal debris should be removed from the original pipeline. Gravity pipes should be cleaned with hydraulically powered equipment, high-velocity jet cleaners, or mechanically powered equipment (see NASSCO Recommended Specifications for Sewer Collection System Rehabilitation). Pressure pipelines should be cleaned with cable-attached devices or fluid-propelled devices as shown in AWWA Manual on Cleaning and Lining Water Mains, M28.
3. Inspection of pipelines should be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed-circuit television or man entry. The interior of the pipeline should be carefully inspected to determine the location of any conditions that may prevent proper installation of the impregnated tube, such as protruding service taps, collapsed or crushed pipe, and reductions in ovality of more than 10%. These conditions should be noted so that they can be corrected.
4. The original pipeline should be clear of obstructions such as solids, dropped joints, protruding service connections, crushed or collapsed pipe, and reductions in ovality of more than 10% that will prevent the insertion of the resin impregnated tube. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, then a point repair excavation should be made to uncover and remove or repair the obstruction. Such point repair shall be approved by the Engineer and will be considered as a separate pay item.

B. Resin Impregnation

1. The tube should be vacuum-impregnated with resin (wet-out) under controlled conditions. The volume of resin used should be sufficient to fill all voids in the tube material at nominal thickness and diameter. The volume should be adjusted by adding excess resin for the change in resin volume due to polymerization and to allow for any migration of resin into the cracks and joints in the original pipe. A roller system shall be used to uniformly distribute the resin throughout the tube.
2. The Installer shall designate a location where the CIPP will be vacuum-impregnated prior to installation. The Installer shall allow the Owner's representative to inspect the materials and procedures used to vacuum- impregnate the tube.

C. Bypassing

1. If bypassing of the flow is required around the sections of pipe designated for reconstruction, the bypass should be made by plugging the line at a point upstream of the pipe to be reconstructed and pumping the flow to a downstream point or adjacent system. The pump and bypass lines should be of adequate capacity and size to handle the flow. Services within this reach will be temporarily out of service.

2. Public advisory services will be required to notify all parties whose service laterals will be out of commission and to advise against water usage until the mainline is back in service.

D. Installation of CIPP

1. The wet out tube shall be inserted through an existing manhole or approved access point by means of an inversion process and the application of a hydrostatic head sufficient to extend it to the next designated manhole or termination point. Alternately, the tube can be pulled into place and expanded by a water inversion process with an inflation bladder.

2. Tube installation forces or pressures shall be limited so as not to stretch the tube longitudinally by more than 5% of the original length.

3. Before the installation begins, the tube manufacturer shall provide the minimum pressure required to hold the tube tight against the existing conduit, and the maximum allowable pressure so as not to damage the tube. Once the installation has started, the pressure shall be maintained between the minimum and maximum pressures until the installation has been completed.

4. The existing conduit shall be dewatered for any CIPP installation that does not use an inversion method to expand the tube against the pipe wall. For pull-in methods, a proofing section shall be pulled through the existing conduit prior to installation. The proofing section shall consist of the materials proposed for rehabilitation. The minimum length of the proofing section shall be 5% of the total line length and shall be of like diameter and thickness. If proofing section is damaged, point repairs shall be made to the existing conduit. The proofing process shall be repeated using a new proofing section to verify effective point repairs. Repeat proofing and point repair process until proofing results in no damage to proofing section. Installation of CIPP using pull-in methods can begin after successfully proofing the existing conduit.

5. The use of a lubricant during inversion is recommended to reduce friction. This lubricant should be poured into the water in the downtube or applied directly to the tube or inflation bladder. Lubricant shall not be used in process where impermeable coatings are perforated prior to tube installation. The lubricant used should be a nontoxic, oil-based product that has no detrimental effects on the tube or boiler and pump system, will not support the growth of bacteria, and will not adversely affect the fluid to be transported.

E. Curing

1. After installation is completed, a suitable heat source and water recirculation equipment are required to circulate heated water throughout the pipe. The equipment should be capable of delivering hot water throughout the section to uniformly raise the water temperature above the temperature required to effect a cure of the resin. Water temperature in the line during the cure period should be as recommended by the resin manufacturer.
2. The heat source should be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge should be placed between the impregnated tube and the pipe invert at the termination to determine the temperatures during cure.
3. Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm or cure in the resin. After initial cure is reached, the temperature should be raised to the post-cure temperature recommended by the resin manufacturer. The post-cure temperature should be held for a period as recommended by the resin manufacturer, during which time the recirculation of the water and cycling of the boiler to maintain the temperature continues. The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of soil).

F. Cool-Down

1. The CIPP should be cooled to a temperature below 100°F (38°C) before relieving the hydrostatic head. Cool-down may be accomplished by the introduction of cool water into the CIPP to replace water being drained from a small hole made in the downstream end. Care should be taken in the release of the static head so that a vacuum will not be developed that could damage the newly installed pipe.

G. Inflation Bladder Removal

1. For pulled-in place installation techniques where the inflation bladder is designed to not bond to the CIPP, all portions of the bladder material must be removed from the CIPP.

H. Workmanship

1. The finished pipe should be continuous over the entire length of an installation run and be free of dry spots, lifts, and delaminations. If these conditions are present, remove and replace the CIPP in these areas.
2. If the CIPP does not fit tightly against the original pipe at its termination point(s), the space between the pipes should be sealed by filling with a resin mixture compatible with the CIPP.

I. Service Connections

After the new pipe has been cured in place, the existing active service connections should be reconnected. This should generally be done without excavation, and in the case of non-man entry pipes, from the interior of the pipeline by means of a television camera and a remote-control cutting device. No additional payment will be made for excavations for the purpose of reopening service connections and the Contractor will be responsible for all costs associated with such excavation and restoration work.

XIV. TESTING

- A. For each inversion length designated by the Owner in the contract documents or purchase order, one CIPP sample shall be cut from a section of cured CIPP at an intermediate manhole or at the termination point that has been inverted through a like diameter pipe which has been held in place by a suitable heat sink, such as sandbags. (Note: In areas with limited space and larger diameter pipes, other sampling techniques may be required).
- B. The sample should be large enough to provide a minimum of three specimens and a recommended five specimens for flexural testing and also for tensile testing, if applicable. The full CIPP sample wall thickness shall be tested, whenever possible. If the sample is irregular, distorted, or of such thickness that proper testing is inhibited, then the wall thickness shall be machined away from the inside pipe face of the sample only. Thus, the test specimen shall be cut from the outside pipe face of the CIPP sample. For specimens greater than 1/2 inch (12.70 mm) depth, the width-to-depth ratio of the specimen shall be increased to a minimum of 1:1 and shall not exceed 4:1. Test specimens shall be oriented on the testing machine with the interior surface of the CIPP in tension. The following test procedures should be followed after the sample is cured and removed.

Flexural (Bending) Properties - The initial tangent flexural modulus of elasticity and flexural stress should be measured for gravity and pressure pipe applications in accordance with Test Method D 790, Test Method I Procedure A, and should meet the requirements of Section XII and XIII.

Tensile Properties - The tensile strength should be measured for pressure pipe applications in accordance with Test Method D 638 and must meet the requirements of Section XII and XIII.

Gravity Pipe Leakage Testing. Leakage testing of the CIPP shall be conducted during cure while under hydrostatic pressure. For CIPP products in which the pipe wall is cured while not in direct contact with the pressurizing fluid, (e.g. a removable inflation bladder is used) the CIPP must be leakage tested in accordance with ASTM F1417.

Delamination Test

For pulled-in place CIPP products where the inflation bladder remains a permanent part of the finished CIPP product, a delamination test should be performed on each installation length. The sample shall be fabricated from material taken from the tube and the resin/catalyst system used and cured in a clamped mold placed in the downtube. A portion of the inflation bladder material in the sample should be dry and isolated from the resin in order to separate tube layers for testing. Delamination testing shall be in accordance with ASTM D 903 with the following exceptions:

The rate of travel of the power-actuated grip shall be 1 in. (25 mm)/min.

Five test specimens shall be tested for each inversion specified.

The thickness of the test specimen shall be minimized but should be sufficient to adequately test delamination of nonhomogeneous CIPP layers.

The peel or stripping strength between any nonhomogeneous layers of the CIPP laminate should be a minimum of 10 lb/in. (178.60 g/mm) of width for typical CIPP applications.

XXV. INSPECTION AND ACCEPTANCE

A. The installation may be inspected visually if appropriate, or by closed-circuit television if visual inspection cannot be accomplished. Variations from true line and grade may be inherent because of the conditions of the original piping. No infiltration of groundwater should be observed. All service entrances should be accounted for and be unobstructed.

XVI. CLEAN-UP

A. Upon acceptance of the installation, the Installer shall reinstate, to original conditions, the project area affected by the operations.

XVII. PAYMENT

A. Payment for the work included in this section will be in accordance with the prices for the quantity of work performed. Progress payments will be made monthly, based on the work performed during that period.