



**AGENDA FOR
CITY COUNCIL MEETING**

Council Chambers

401 E Third Street

Kewanee, Illinois 61443

Open Meeting starting at 7:00 p.m.

Monday, February 26, 2018

Posted by 6:30 p.m., February 23, 2018

1. Call to Order
2. Pledge of Allegiance
3. Consent Agenda
 - a. Approval of Minutes
 - b. Payroll
 - c. Staff Reports
4. Presentation of Bills and Claims
5. Citizen Participation
6. Business:
 - a. **Consideration of an Ordinance** authorizing the City Manager to execute a Tax Increment Financing Redevelopment Agreement with Dark Phases Designs for their automatic fire sprinkler installation project.
 - b. **Consideration of a Resolution** authorizing the City Manager to execute a Tax Increment Financing Redevelopment Agreement with Jackson Peck Financial Group for their parking lot repaving project.
 - c. **Consideration of a Resolution** for Maintenance of Streets and Highways for the City of Kewanee for Fiscal Year 2018-2019.
 - d. **Consideration of a Resolution** to establish the Capital Improvements Plan for Fiscal Years 2019-2023.
 - e. **Consideration of a Resolution** awarding the Ambulance Billing agreement to Professional Billing Services.
 - f. **Consideration of a Resolution** authorizing the City Manager, or designee, to purchase a mini excavator and trailer
 - g. **Consideration of an Ordinance** updating the Plumbing Code adopted by the City perpetually to the current edition.
 - h. **Consideration of a Resolution** to authorize the City Manager, City Clerk, and City Attorney to acquire the rights to land, purchase a building, and contract for services or arrange for volunteers that are necessary and proper for establishing a new city pound.
7. Council Communications:
8. Announcements:
9. Adjournment

COUNCIL MEETING 18-03 FEBRUARY 12, 2018

The City Council met in Council Chambers at 6:30 PM with the Mayor calling the meeting to order and the following answering to roll call:

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

Council Member Yaklich made a motion to adjourn to executive session at 6:31 pm pursuant to Section 2 (C)(2) of the Open Meetings Act to discuss collective bargaining and Section 2(c)(5) to discuss the purchase of real estate. Council Member Colomer seconded the motion. Roll call showed 5 ayes, no nays. The motion passed.

The executive session was adjourned at 7:01 pm on a motion made by Council Member Yaklich and seconded by Council Member Colomer. Roll call showed 5 ayes, no nays. The motion passed.

Council Meeting 18-03 continued at 7:03 pm with Mayor Looney stating that Council was reconvening following a closed meeting pursuant to Section 2(c)(2) or the Open Meetings Act to discuss collective bargaining and Section 2(c)(5) to discuss the purchase of real estate.

News media present was as follows:

Mike Helenthal	Star Courier
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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 January 22, 2018 Council Meeting, payroll for the pay period ending February 3, 2018 in the amount of \$189,402.82, reports from Police Department, Public Works, Water Loss, ESDA, and Building and Zoning. The consent agenda was approved on a motion made by Council Member Colomer and seconded by Council Member Faber. Roll call showed 5 ayes, no nays. The motion passed.

Bills submitted for approval totaling \$735,931.12 were approved on a motion made by Council Member Faber and seconded by Council Member Colomer. Council Member Yaklich questioned the purchase of a welder. Facilities Manager Newton explained that the purchase was to replace a 25

year old welder in the parks and cemetery departments, and was used to repair tractors and mowers. Council Member Yaklich also questioned the purchase of a used power cot. City Manager Bradley explained that the purchase was made to equip one of the new ambulances. Fire Chief Shook explained that the cot is certified by the manufacturer and has a three-year warranty. The cost of the cot was almost half of the cost of a new cot. The use of the powered cots had reduced the number of injuries incurred by staff when transporting patients. Roll call showed 5 ayes, no nays. The motion passed.

CITIZEN PARTICIPATION

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

NEW BUSINESS

Mark Mikenas gave a report to the City Council regarding the activities of the Kewanee Chamber of Commerce over the past six months. He noted that 2018 was Kewanee's 130th year.

Ordinance #3917 prohibiting the use of groundwater by the installation or use of water supply wells was approved on a motion made by Council Member Yaklich and seconded by Council Member Faber. Roll call showed 5 ayes, no nays. The motion passed.

Resolution #5091 authorizing the City Manager, City Clerk, and City Attorney to execute the necessary paperwork for the purchase of property for a city pound died for lack of a second of Council Member Faber's motion to approve. Council Member Yaklich asked about other options. City Manager Bradley explained the options that had been explored by staff, as well as other options. Kellie Wallace-McKenna, director of the Humane Society, read comments and presented a document regarding the number of animals that had gone through the pound and the number of animals saved by the Humane Society. Kathy Werderman, representing the Friends of the Animals, expressed her concern that the pound remain in the City limits. Council Member Colomer agreed with both speakers, noting the need to take the welfare of the animals into consideration, but also stating his desire to do the project right the first time.

Resolution #5092 establishing Customer Service Standards Policy was tabled on a motion made by Council Member Yaklich and seconded by Council Member Colomer. Mayor Looney requested that City Attorney Raver review the policy. Roll call showed 5 ayes, no nays. The motion passed.

Resolution #5093 establishing an Information Technology Policy was approved on a motion made by Council Member Colomer and seconded by Council Member Faber. City Attorney Raver confirmed that he had reviewed the policy. Council Member Yaklich requested that a one-page review with bullet points be provided to staff regarding the policy. Roll call showed 5 ayes, no nays. The motion passed.

A discussion of 2018 Street Program was held. City Attorney Nobel presented the program to Council, noting that it was staff's intention to get the program approved early to bid early and get

better pricing. The philosophy for the program was to finish what had been started. He also noted that he would be bidding the sidewalk work necessary to complete the project separately. A new process being used in Chillicothe was a brief topic with City Engineer Nobel noting that he would like to see the process and how it holds up prior to making a recommendation regarding the process.

A discussion regarding the Capital Improvements Plan was led by City Attorney Nobel. He reviewed the contents of the document, noting that there were no General Fund dollars included in any of the projects. He reviewed each of the projects included, highlighting in more detail the downtown electric project that would benefit the festivals held in the area. He also reported that the project for East Street was being postponed until 2020 to allow for underground assets to be reviewed and repaired if needed.

OTHER BUSINESS

Council Member Faber noted the great job with snow removal by the Public Works Department.

Council Member Colomer echoed the compliment to the Public Works Department.

Council Member Koehler again suggested allowing cars to be parked in the right-of-way during snow events.

Council Member Yaklich questioned the city's stance on snowmobiles. Police Chief Ainley reported that they can be operated within 10 feet of the streets. There are no city ordinances against the operation of them.

Mayor Looney thanked City staff for all the work done.

ANNOUNCEMENTS

City Clerk Edwards announced that City Hall offices would be closed on Monday, February 19, in observance of President's Day. There were no planned changes to the trash collection schedule. She reminded residents that in order to aid in snow removal, residents should not park any type of vehicle or trailer on any city street within twelve hours after a snowfall of three or more inches has occurred or until the street has been cleared, whichever occurs first.

There being no further business, Council Member Faber moved to adjourn the meeting and Council Member Colomer seconded the motion. Roll call showed 5 ayes, no nays. The meeting adjourned at 8:56 PM.

MELINDA EDWARDS, CITY CLERK

DATE APPROVED

BOCK INC.
MONTHLY REPORT FOR
JANUARY, 2018

SUBMITTED BY: *Stan Bochenik*

IEPA SUMMARY

No communications with the IEPA for the month of January.

MAINTENANCE SUMMARY

BOCK INC. generated 33 preventive work orders for the month. All 33 work orders were completed. In addition to the preventive work orders, there was 4 corrective maintenance work orders performed.

SAFETY SUMMARY

Because safety is an important part of our daily practice, we have been without a loss time injury at the plant for 24 months.

OPERATIONS SUMMARY

Flow for the month averaged 3.273 MGD with the rainfall totaling 2.21 inches.

Total KWH used for the month was 147,600.

All permit limits on the effluent were meet for the month. Sludge applied to the field totaled 0 gallons for the month.

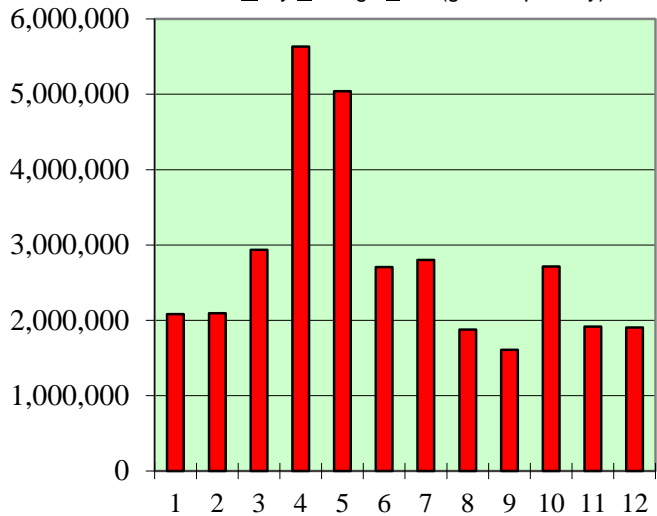
Kewanee, Illinois
Wastewater Treatment Plant
Twelve Month Moving Average Report
Submitted by
Bock Inc.

	Date	Influent - <u>D</u> aily <u>A</u> verage <u>F</u> low (gallons per day)	Total Electrical Usage (kilowatt hours)	Total Rainfall (inches)
1	January 2018	2,083,840	152,400	0.75
2	February 2017	2,093,340	130,800	1.44
3	March 2017	2,935,713	147,600	3.36
4	April 2017	5,634,111	165,600	6.78
5	May 2017	5,039,462	160,800	3.18
6	June 2017	2,708,218	150,000	4.08
7	July 2017	2,799,626	156,000	4.36
8	August 2017	1,878,287	153,600	1.60
9	September 2017	1,607,041	146,400	1.18
10	October 2017	2,713,841	158,400	6.99
11	November 2017	1,917,567	159,600	1.31
12	December 2017	1,906,254	142,800	0.84
Total		33,317,300	1,824,000	35.87
Average		2,776,442	152,000	2.99

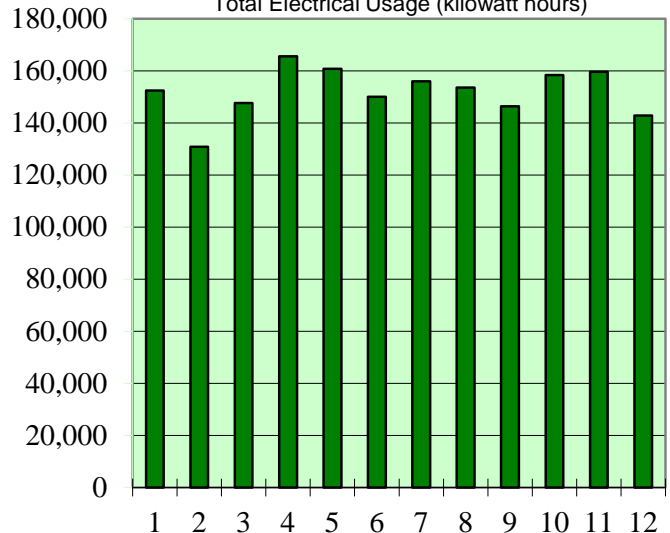
The Plant Design Average Flow is
2,000,000 Gallons per Day.

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

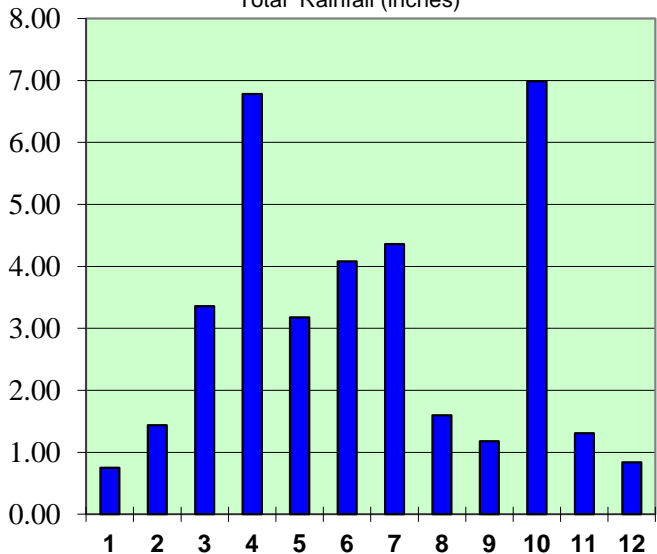
Influent - Daily Average Flow (gallons per day)



Total Electrical Usage (kilowatt hours)



Total Rainfall (inches)



DMR Copy of Record

Permit

Permit #:

IL0029343

Major:

Yes

Permittee:

KEWANEE, CITY OF

Permittee Address:

401 EAST THIRD STREET
KEWANEE, IL 61443

Facility:

KEWANEE STP

Facility Location:

194 FISHER AVENUE
KEWANEE, IL 61443

Permitted Feature:

001
External Outfall

Discharge:

001-0
STP OUTFALL

Report Dates & Status

Monitoring Period:

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

DMR Due Date:

02/25/18

Status:

NetDMR Validated

Considerations for Form Completion

DMF LOAD LIMITS DISPLAYED

Principal Executive Officer

First Name:

Stanley

Last Name:

Bockewitz

Title:

Operator-in-Charge

Telephone:

309-852-2789

No Data Indicator (NODI)

Form NODI: --

Submission Note

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

Edit Check Errors

No errors.

Comments

Chlorination did not occur this monitoring period.

Attachments

No attachments.

Report Last Saved By

KEWANEE, CITY OF

User:

bockinc1992

Name:

Stanley Bockewitz

E-Mail:

stanb@bockinc.net

Date/Time:	2018-02-13 08:22 (Time Zone: -06:00)
<i>Report Last Signed By</i>	
User:	bockinc1992
Name:	Stanley Bockewitz
E-Mail:	stanb@bockinc.net
Date/Time:	2018-02-13 08:29 (Time Zone: -06:00)

DMR Copy of Record

Permit

Permit #:

IL0029343

Major:

Yes

Permittee:

KEWANEE, CITY OF

Permittee Address:

401 EAST THIRD STREET
KEWANEE, IL 61443

Facility:

KEWANEE STP

Facility Location:

194 FISHER AVENUE
KEWANEE, IL 61443

Permitted Feature:

001
External Outfall

Discharge:

001-S
SEMI ANNUAL SAMPLING @ 001

Report Dates & Status

Monitoring Period:

From 08/01/17 to 01/31/18

DMR Due Date:

02/25/18

Status:

NetDMR Validated

Considerations for Form Completion

Principal Executive Officer

First Name:

Stanley

Last Name:

Bockewitz

Title:

Operator-in-Charge

Telephone:

309-852-2789

No Data Indicator (NODI)

Form NODI:

--

01092	Zinc, total [as Zn]	1 - Effluent Gross	0	--	Sample													=	0.048	19 - mg/L		09/99 - See Permit	24 - COMP24		
					Permit Req.																Req Mon DAILY MX	19 - mg/L	0	09/99 - See Permit	24 - COMP24
					Value NODI																				
01147	Selenium, total [as Se]	1 - Effluent Gross	0	--	Sample													<	0.001	19 - mg/L		09/99 - See Permit	24 - COMP24		
					Permit Req.																Req Mon DAILY MX	19 - mg/L	0	09/99 - See Permit	24 - COMP24
					Value NODI																				
32730	Phenolics, total recoverable	1 - Effluent Gross	0	--	Sample													<	0.005	19 - mg/L		09/99 - See Permit	GR - GRAB		
					Permit Req.																Req Mon DAILY MX	19 - mg/L	0	09/99 - See Permit	GR - GRAB
					Value NODI																				
71900	Mercury, total [as Hg]	1 - Effluent Gross	0	--	Sample													<	0.5	3M - ng/L		09/99 - See Permit	GR - GRAB		
					Permit Req.																Req Mon DAILY MX	3M - ng/L	0	09/99 - See Permit	GR - GRAB
					Value NODI																				

Submission Note

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

Edit Check Errors

No errors.

Comments

Attachments

No attachments.

Report Last Saved By

KEWANEE, CITY OF

User:

bockinc1992

Name:

Stanley Bockewitz

E-Mail:

stanb@bockinc.net

Date/Time:

2018-02-13 08:09 (Time Zone: -06:00)

Report Last Signed By

User:

bockinc1992

Name:

Stanley Bockewitz

E-Mail:

stanb@bockinc.net

Date/Time:

2018-02-13 08:28 (Time Zone: -06:00)

DMR Copy of Record

Permit

Permit #:

IL0029343

Major:

Yes

Permittee:

KEWANEE, CITY OF

Permittee Address:

401 EAST THIRD STREET
KEWANEE, IL 61443

Facility:

KEWANEE STP

Facility Location:

194 FISHER AVENUE
KEWANEE, IL 61443

Permitted Feature:

003
External Outfall

Discharge:

003-0
EMERGENCY HIGH LEVEL OVERFLOW

Report Dates & Status

Monitoring Period:

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

DMR Due Date:

02/25/18

Status:

NetDMR Validated

Considerations for Form Completion

Principal Executive Officer

First Name:

Stanley

Last Name:

Bockewitz

Title:

Operator-in-Charge

Telephone:

309-852-2789

No Data Indicator (NODI)

Form NODI:

--

Submission Note

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

Edit Check Errors

No errors.

Comments

Attachments

No attachments.

Report Last Saved By

KEWANEE, CITY OF

User:

bockinc1992

Name:

Stanley Bockewitz

E-Mail:

stanb@bockinc.net

Date/Time:

2018-02-13 08:09 (Time Zone: -06:00)

Report Last Signed By

User:

bockinc1992

Name:

Stanley Bockewitz

E-Mail:

stanb@bockinc.net

Date/Time:

2018-02-13 08:27 (Time Zone: -06:00)

DMR Copy of Record

Permit

Permit #:IL0029343

Major:Yes

Permittee:KEWANEE, CITY OF

Permittee Address:401 EAST THIRD STREET
KEWANEE, IL 61443

Facility:KEWANEE STP

Facility Location:194 FISHER AVENUE
KEWANEE, IL 61443

Permitted Feature:004
External Outfall

Discharge:004-0
EXCESS FLOW LAGOON OUTFALL- EAST LAGOON

Report Dates & Status

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

DMR Due Date:02/25/18

Status:NetDMR Validated

Considerations for Form Completion

NUMBER OF DAYS OF DISCHARGE:

Principal Executive Officer

First Name:Stanley

Last Name:Bockewitz

Title:Operator-in-Charge

Telephone:309-852-2789

No Data Indicator (NODI)

Form NODI:--

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

Submission Note

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

Edit Check Errors

No errors.

Comments

Attachments

No attachments.

Report Last Saved By

KEWANEE, CITY OF

User:bockinc1992

Name:Stanley Bockewitz

E-Mail:stanb@bockinc.net

Date/Time:2018-02-13 08:09 (Time Zone: -06:00)

Report Last Signed By

User:bockinc1992
Name:Stanley Bockewitz
E-Mail:stanb@bockinc.net
Date/Time:2018-02-13 08:25 (Time Zone: -06:00)

DMR Copy of Record

Permit

Permit #:IL0029343

Major:Yes

Permittee:KEWANEE, CITY OF

Permittee Address:401 EAST THIRD STREET
KEWANEE, IL 61443

Facility:KEWANEE STP

Facility Location:194 FISHER AVENUE
KEWANEE, IL 61443

Permitted Feature:005
External Outfall

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

Report Dates & Status

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

DMR Due Date:02/25/18

Status:NetDMR Validated

Considerations for Form Completion

NUMBER OF DAYS OF DISCHARGE:

Principal Executive Officer

First Name:Stanley

Last Name:Bockewitz

Title:Operator-in-Charge

Telephone:309-852-2789

No Data Indicator (NODI)

Form NODI:--

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

Submission Note

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

Edit Check Errors

No errors.

Comments

Attachments

No attachments.

Report Last Saved By

KEWANEE, CITY OF

User:bockinc1992

Name:Stanley Bockewitz

E-Mail:stanb@bockinc.net

Date/Time:2018-02-13 08:09 (Time Zone: -06:00)

Report Last Signed By

User:bockinc1992
Name:Stanley Bockewitz
E-Mail:stanb@bockinc.net
Date/Time:2018-02-13 08:24 (Time Zone: -06:00)

DMR Copy of Record

Permit

Permit #:	IL0029343	Permittee:	KEWANEE, CITY OF	Facility:	KEWANEE STP
Major:	Yes	Permittee Address:	401 EAST THIRD STREET KEWANEE, IL 61443	Facility Location:	194 FISHER AVENUE KEWANEE, IL 61443
Permitted Feature:	INF Internal Outfall	Discharge:	INF-L INFLUENT MONITORING		

Report Dates & Status

Monitoring Period:	From 01/01/18 to 01/31/18	DMR Due Date:	02/25/18	Status:	NetDMR Validated
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Considerations for Form Completion

Principal Executive Officer

First Name:	Stanley	Title:	Operator-in-Charge	Telephone:	309-852-2789
Last Name:	Bockewitz				

No Data Indicator (NODI)

Form NODI: --

Parameter		Monitoring Location	Season #	Param. NODI		Quantity or Loading					Quality or Concentration							# of Ex.	Frequency of Analysis	Sample Type
Code	Name					Qualifier 1	Value 1	Qualifier 2	Value 2	Units	Qualifier 1	Value 1	Qualifier 2	Value 2	Qualifier 3	Value 3	Units			
00310	BOD, 5-day, 20 deg. C	G - Raw Sewage Influent	0	--	Sample								=	52.3			19 - mg/L	0	01/07 - Weekly	CP - COMPOS
					Permit Req.												19 - mg/L		01/07 - Weekly	CP - COMPOS
					Value NODI															
00530	Solids, total suspended	G - Raw Sewage Influent	0	--	Sample								=	137			19 - mg/L	0	01/07 - Weekly	CP - COMPOS
					Permit Req.												19 - mg/L		01/07 - Weekly	CP - COMPOS
					Value NODI															
50050	Flow, in conduit or thru treatment plant	G - Raw Sewage Influent	0	--	Sample	=	2.08384	=	3.382961	03 - MGD								0	99/99 - Continuous	
					Permit Req.		Req Mon MO AVG		Req Mon DAILY MX	03 - MGD									99/99 - Continuous	
					Value NODI															

Submission Note

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

Edit Check Errors

No errors.

Comments

Attachments

No attachments.

Report Last Saved By

KEWANEE, CITY OF

User:	bockinc1992
Name:	Stanley Bockewitz
E-Mail:	stanb@bockinc.net
Date/Time:	2018-02-13 08:09 (Time Zone: -06:00)

Report Last Signed By

User:	bockinc1992
Name:	Stanley Bockewitz
E-Mail:	stanb@bockinc.net
Date/Time:	2018-02-13 08:30 (Time Zone: -06:00)



FINANCE & ADMINISTRATIVE SERVICES

JANUARY 2018

Water Bill Payments Processed

At counter	1243
By mail	365
By dropbox	678
At bank	<u>73</u>
Total Water Bill Payments	2359

Other Payments 163

Total Payments Processed **2522**

Customer Contacts (non-payment)

By phone	1277
At counter	428
Work orders written	<u>285</u>
Total Customer Contacts	1990

Misc Requests/Employee Contacts

By phone or in-person **616**

PSN Payments **306**

SYS DATE:02/22/18

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 142
Thursday February 22,2018

SYS TIME:08:12

[NW1]

DATE: 02/22/18

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 LEXISNEXIS RISK SOLUTIONS 138173420180131	01-21-549	CONTRACT FEE	86.50	86.50
01 ADVANCED BUSINESS SYSTEMS INC INV85110	01-11-512	MAINT CONTRACT	145.99	145.99
01 AIRGAS MID AMERICA 9072306262	54-54-830	WELDER ACCESSORY PACK	724.62	300.00
9072306262	58-36-830	WELDER ACCESSORY PACK		115.00
9072306262	01-52-830	WELDER ACCESSORY PACK		100.01
9072498640	01-22-612	OXYGEN USP MEDICAL		53.18
9950960066	51-93-512	PROPANE TANK RENTAL		36.74
9951003347	01-22-612	OXYGEN CYLINDER RENTAL		119.69
01 ALTORFER INC W0020073428	62-45-513	REPAIR SWING CYLINDER	603.25	603.25
01 AMERICAN LEGAL PUBLISHING 120280	21-11-533	CODE SUPPLEMENT #58	3671.00	3671.00
01 AMEREN ILLINOIS D020918	01-11-571	ST LTS & SIGNALS ELECTRIC	16270.17	8568.02
D020918	01-52-571	PARKS ELECTRIC		32.78
D020918	51-93-571	WTP ELECTRIC		6271.75
D020918	52-93-571	WWTP & LIFT STS ELECTRIC		618.64
D020918	54-54-571	FR PARK ELECTRIC		69.81
D020918	58-36-571	CEMETERY ELECTRIC		160.05
D020918	62-45-571	MUN BLDGS ELECTRIC		513.39
D020918	01-21-539	POUND ELECTRIC		35.73
01 AUCA CHICAGO MC LOCKBOX 1591285987	62-45-471	UNIFORM RENTAL	115.74	38.58
1591294652	62-45-471	UNIFORM RENTAL		38.58
1591303388	62-45-471	UNIFORM RENTAL		38.58
01 AUTOMOTIVE ELECTRIC OF KEWANEE 66914	62-45-612	REBUILD JETTER PUMP	2098.50	1883.50
66934	62-45-613	TRUCK ALTERNATOR		215.00
01 AUTO ZONE 2644108759	62-45-613	OIL FILTERS	232.83	9.78
2644111392	62-45-652	GLOVES		35.00
2644111392	62-45-613	BULBS		2.25
2644112128	62-45-613	FILTERS		7.78
2644112227	62-45-613	WIPER BLADES		9.38
2644113083	62-45-613	FILTER		4.79
2644113096	62-45-613	WATER PUMP & COOLANT		142.87
2644113197	62-45-613	HEATER HOSE		20.98
01 B & B PRINTING 21178	51-93-542	WTP-SHIPPING CHGS	66.38	33.56
21178	52-93-652	WWTP-SHIPPING CHGS		14.31
21178	62-45-613	FLEET-SHIPPING CHGS		16.01
21178	62-45-652	LAMINATING CHGS		2.50
01 BOCK INC			53872.19	

SYS DATE:02/22/18

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 142
Thursday February 22, 2018

SYS TIME:08:12
[NW1]

DATE: 02/22/18

PAGE 2

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
47A	51-93-515	WTP CONTRACT PAYMENT		14403.12
47A	52-93-515	WWTP CONTRACT PAYMENT		39469.07
01 BONNELL INDUSTRIES INC			407.44	
0179147-IN	62-45-613	PLOW LIFT CYLINDER		407.44
01 CHEMSEARCH			189.89	
3015261	51-93-619	FOOD GRADE NEVER CEASE		189.89
01 COLWELL, BRENT			200.00	
517905	01-65-549	ELECTRICAL INSPECTION		50.00
517906	01-65-549	ELECTRICAL INSPECTION		50.00
517907	01-65-549	ELECTRICAL INSPECTION		50.00
517908	01-65-549	ELECTRICAL INSPECTION		25.00
517909	01-65-549	ELECTRICAL INSPECTION		25.00
01 COMCAST CABLE			234.70	
D021418D	38-71-549	INTERNET - DEPOT		119.85
D021518NWP	51-93-552	INTERNET/VPN - NWTP		114.85
01 CORE & MAIN LP			71040.00	
H805827	51-42-537	RNI SET UP & ANNUAL FEE		7862.50
H805827	52-43-537	RNI SET UP & ANNUAL FEE		7862.50
H805827	52-43-830	SENSUS BASE STATION		11100.00
H805827	51-42-830	SENSUS BASE STATION		18900.00
I237399	51-42-830	COLLINEAR OMNI ANTENNA		3150.00
I237399	52-43-830	COLLINEAR OMNI ANTENNA		1850.00
I301266	51-42-830	BASE STATION INSTALLATION		11340.00
I301266	52-43-830	BASE STATION INSTALLATION		6660.00
I363196	51-42-512	HANDHELD READER REPAIR		315.00
I413808	51-42-830	TRIMBLE W/BLUETOOTH & GIS		1260.00
I413808	52-43-830	TRIMBLE W/BLUETOOTH & GIS		740.00
01 D&D OF KEWANEE INC			22.60	
113805	62-45-613	STUDS		22.60
01 EASTERN IOWA TIRE, INC			445.28	
100044341	62-45-613	RIM		181.00
100044665	62-45-613	TIRES - STOCK		264.28
01 FACTORY TIRE OUTLET			25.00	
D012918	62-45-513	MOUNT & BAL TIRES		25.00
01 TRIZETTO PROVIDER SOLUTIONS			195.15	
1xQ2021800	01-22-579	ELECTRONIC CLAIMS FILED		195.15
01 GETZ FIRE EQUIPMENT CO			189.15	
I1-735360	38-71-549	ANNUAL SERV EXTINGUISHERS		189.15
01 GIERKE-ROBINSON CO			1322.01	
1119547-000	51-42-830	HONDA TRASH PUMP		1322.01
01 GRAINGER			155.95	
9685419195	52-93-512	SLIP HOOK		48.90
9688535864	51-42-612	SUCTION STRAINER/CLAMPS		107.05
01 GUSTAFSON FORD			94.41	
5000	62-45-613	FILTERS		77.76
5002	62-45-613	SEAL ASSEMBLY		16.65
01 THOMPSON TRUCK & TRAILER, INC			8.99	

SYS DATE:02/22/18

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 142
Thursday February 22,2018

SYS TIME:08:12
[NW1]

DATE: 02/22/18

PAGE 3

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
X203021016:01	62-45-612	HYDRAULIC FILTER		8.99
01 HODGE'S 66 INC 48005	62-45-513	DOT SAFETY TEST	25.22	25.22
01 IL DEPT OF AGRICULTURE D020618	57-44-511	ANNUAL SCALE INSPECTION	200.00	200.00
01 IMPACT NETWORKING 1032438	01-11-512	MAINT CONTRACT	178.03	178.03
01 INTERNATIONAL INSTITUTE OF 18-19CC	01-11-561	MEMBERSHIP DUES	160.00	160.00
01 INTERNATIONAL CODE COUNCIL INC 3182915	01-65-561	MEMBERSHIP DUES	135.00	135.00
01 JOHNSON HEATING & A/C INC 303315	38-71-511	DIGITAL THERMOSTAT	280.00	280.00
01 JOHNSON, DEBORAH L 18-04E	01-11-562	IGFOA CONF-MILEAGE	115.54	115.54
01 JOHN DEERE FINANCIAL 795756	01-52-512	FILTERS & EDGE	1436.96	108.67
796301	01-52-652	BOLTS & NUTS		21.00
797726	58-36-652	TILLER/MOWER REPAIRS		654.00
797726	01-52-652	TILLER/MOWER REPAIRS		653.29
01 KNOX COUNTY LANDFILL D013118	57-44-573	SOLID WASTE DISPOSAL	36104.60	36104.60
01 LENOVO (UNITED STATES) INC 6228539681	01-21-537	DESKTOP COMPUTER	2017.60	2017.60
01 LMT INC 8268	52-93-512	T-BOLT CLAMP	194.20	11.70
8286	52-93-512	CAMLOCK		182.50
01 MAXON, JAMES D021218	51-42-473	CLOTHING ALLOWANCE	137.78	137.78
01 MCI MEGA PREFERRED D020118	01-21-552	LONG DISTANCE/POLICE	147.51	67.15
D020118	01-11-552	LONG DISTANCE/F&A		28.00
D020118	01-41-552	LONG DISTANCE/PW		28.27
D020118	01-22-552	LONG DISTANCE/FIRE		13.51
D020118	58-36-552	LONG DISTANCE/CEM		10.58
01 MCKESSON MEDICAL SURGICAL 20043621	01-22-612	MEDICAL SUPPLIES	29.60	29.60
01 MIROCHA'S AUTO SERVICE INC 15167	62-45-513	MOUNT & BAL TIRES	80.00	60.00
15186	62-45-513	MOUNT & BAL TIRES		20.00
01 MOTLEY'S ELECTRICAL SERVICE IN 3620	01-52-830	220V EXTENSION CORD	165.00	165.00
01 MUTUAL WHEEL CO INC 0356902	62-45-613	HOOD STRAP	20.32	20.32
01 NETWORK BUSINESS SYSTEMS INC 153501	51-42-830	TOWER CABLE/ROUTER	190.00	95.00
153501	52-43-830	TOWER CABLE/ROUTER		95.00

SYS DATE:02/22/18

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 142
Thursday February 22,2018

SYS TIME:08:12
[NW1]

DATE: 02/22/18

PAGE 4

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 OFFICE SPECIALISTS INC			608.69	
1001568-0	38-71-611	JANITORIAL SUPPLIES		126.56
1002946-0	38-71-611	JANITORIAL SUPPLIES		25.38
1003797-0	01-22-870	4 CHAIRMATS		231.00
1003803-0	01-65-652	HEAVYWEIGHT SHEET PROTECTORS		21.26
1003803-0	01-11-651	OFFICE SUPPLIES		204.49
01 PATRIOT DIAMOND			1040.00	
A08247	51-42-612	METAL & CONCRETE BLADES		1040.00
01 PDC LABORATORIES INC			1030.95	
888421	51-93-542	WATER TESTING		310.50
888422	52-93-542	NPDES SPEC USE PERMIT		688.95
888423	52-93-542	CHLORIDE TESTING		31.50
01 PEST DOCTOR			20.00	
25740	01-22-580	FIRE ST 2 PEST CONTROL		20.00
01 PHYSIO-CONTROL CORPORATION			626.76	
418026474	01-22-537	LIFEPAK MAINT AGREEMNT		626.76
01 REVIZE LLC			2400.00	
6408	01-11-537	ANNUAL WEBSITE SUPPORT		2400.00
01 SNI SOLUTIONS			31814.75	
138342	01-41-616	GEO SALT		17405.25
138383	01-41-616	GEO SALT		14409.50
01 STAR-COURIER			521.65	
20418	01-11-541	FIREFIGHTER TESTING AD		168.00
36708	01-11-541	ZONING BOARD NOTICE		77.90
D021618	01-11-541	TDL TESTING AD		275.75
01 SULLIVAN DOOR COMPANY			2495.00	
60151	01-22-511	FIRE ST 2 DOOR REPL		2495.00
01 SUPREME RADIO COMMUNICATIONS I			62.31	
40092	62-45-613	RADIO MICROPHONE		62.31
01 TERMINAL SUPPLY INC			154.79	
88905-00	62-45-652	FLEET - SHOP SUPPLIES		154.79
01 THARP'S KAR KARE			60.00	
985576	62-45-513	FRONT END ALIGNMENT		60.00
01 THYSSENKRUPP ELEVATOR CORP			945.50	
3003675212	38-71-549	ELEVATOR MAINTENANCE		945.50
01 TRUCK COUNTRY OF IOWA			182.55	
X106323708:01	62-45-613	BRAKE KIT & ADJUSTOR		297.75
X106323905:01	62-45-613	RETURNED CORES		115.20-
01 UNIVERSITY OF ILLINOIS			600.00	
UFINZ579	01-22-563	FIRE TRAINING-SW&PW		600.00
01 USA BLUEBOOK			310.48	
462972	51-93-512	SLUDGE JUDGE		149.46
482540	52-93-512	FILTERS FOR BLOWER		116.30
483721	52-93-652	CHART RECORDING PAPER		44.72
01 VALLEY DISTRIBUTION CORP			1011.92	
325658	62-45-613	CREDIT BAL ON ACCT		31.08-

SYS DATE:02/22/18

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 142
Thursday February 22,2018

SYS TIME:08:12
[NW1]

DATE: 02/22/18

PAGE 5

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
334442	62-45-613	MOTOR OIL		1063.00
334562	62-45-613	CORE CREDIT		20.00-
01 VALLEY ENVIRONMENTAL SERVICES 409615	62-45-652	USED OIL DISPOSAL	52.00	52.00
01 VERIZON WIRELESS 9801012798	01-22-552	CELLULAR SERVICE/FIRE	7.69	7.69
01 STATE BANK OF TOULON - VISA			3459.34	
D020118CITY	51-42-562	TRAINING-LODGING & MEALS		292.69
D020118CITY	51-42-655	AUTOMOTIVE FUEL		16.08
D020118DN	01-11-929	COFFEE		23.59
D020118GB	01-11-537	2 ADOBE SUBSCRIPTIONS		135.22
D020118GB	01-11-562	MEETING/MEAL EXP		23.68
D020118GB	02-61-562	MEETING/MEAL EXP		36.71
D020118KE	01-65-652	CODE PLAN REVIEWS		175.91
D020118KN	38-71-511	FAN SPEED CONTROLLER		39.99
D020118KN	38-71-830	LARGE WALL CALENDAR		31.09
D020118KS	01-22-471	INITIAL UNIFORM-BOOTS		115.00
D020118KS	01-22-562	TRAINING-LODGING		378.34
D020118RJ	57-44-473	TRACTION CLEATS		150.10
D020118RJ	51-42-563	SEMINAR REG FEE		56.00
D020118RJ	51-42-563	WATER OPER CLASS-DL&WK		600.00
D020118RJ	51-42-562	TRAVEL-MEAL EXPS		8.77
D020118RJ	01-41-561	MEMBERSHIP FEES		10.99
D020118TA	01-21-914	TRAIL CAMERA		284.56
D020118TA	01-21-914	SD CARD		22.99
D020118VK	62-45-613	TIRE CHAIN STUD MOUNTS		81.81
D020118VK	62-45-613	INSTRUMENT CLUSTER		106.00
D020118WR	01-21-652	TARGETS		498.00
D020118WR	01-21-652	FLASH DRIVES		27.99
D020118WR	01-21-652	DVD'S		48.83
D020118WR	01-21-563	TRAINING REG FEE		295.00
01 WC MEDIA 38883G24	02-61-913	BILLBOARD RENTAL	450.00	450.00
01 WEMPLES SALES & SERVICE 78511	01-52-652	SHARPEN CHAINS	41.00	41.00
** TOTAL CHECKS TO BE ISSUED			241930.48	

SYS DATE:02/22/18

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 142
Thursday February 22,2018

SYS TIME:08:12
[NW1]

DATE: 02/22/18

PAGE 6

FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
GENERAL FUND			54281.41	
ECONOMIC DEVELOPMENT			486.71	
PUBLIC BENEFITS FUND			3671.00	
CAPITAL MAINTENANCE/MUN. BLDG.			1757.52	
WATER FUND			68012.75	
SEWER FUND			69534.09	
FRANCIS PARK			369.81	
SANITATION			36454.70	
CEMETERY FUND			939.63	
CENTRAL MAINTENANCE			6422.86	
*** GRAND TOTAL ***			241930.48	
TOTAL FOR REGULAR CHECKS:			241,930.48	

SYS DATE:02/22/18

CITY OF KEWANEE
A / P W A R R A N T L I S T
Thursday February 22,2018

SYS TIME:08:12

[NW1]

DATE: 02/22/18

PAGE 7

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A/P MANUAL CHECK POSTING LIST
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

=====

PAYABLE TO REG# INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DISTR
31 UMB BANK, NA 309 539905	02/22/18 31-71-730	BC022218 2012 BOND FISCAL AGENT FEES	265.00	265.00
74 MUTUAL OF OMAHA 309 706316991	02/22/18 74-14-452	1203A LIFE/AD&D INS-3/18	331.80	331.80
74 SISCO 309 D021618	02/22/18 74-14-451	1204A DENTAL/VISION CLAIMS	2648.56	2648.56
74 SISCO 309 D020918	02/22/18 74-14-451	1205A DENTAL/VISION CLAIMS	1518.74	1518.74
** TOTAL MANUAL CHECKS REGISTERED			4764.10	

=====

REPORT SUMMARY

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CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	241930.48	.00	241930.48
31	.00	265.00	265.00
74	.00	4499.10	4499.10
<hr/>			
TOTAL CASH	241930.48	4764.10	246694.58

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	54281.41	.00	54281.41
02	486.71	.00	486.71
21	3671.00	.00	3671.00
31	.00	265.00	265.00
38	1757.52	.00	1757.52
51	68012.75	.00	68012.75
52	69534.09	.00	69534.09
54	369.81	.00	369.81
57	36454.70	.00	36454.70
58	939.63	.00	939.63
62	6422.86	.00	6422.86

SYS DATE:02/22/18

CITY OF KEWANEE

SYS TIME:08:12

A / P W A R R A N T L I S T

[NW1]

DATE: 02/22/18

Thursday February 22,2018

PAGE 8

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
--------------------	--------	--------------------------	-------------------------	--------	-------

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
74	.00	4499.10	4499.10
TOTAL DISTR	241930.48	4764.10	246694.58

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	February 26, 2018	
RESOLUTION OR ORDINANCE NUMBER	Ordinance # 3919	
AGENDA TITLE	Consideration of an Ordinance approving and authorizing the execution of a Tax Increment Financing (TIF) District redevelopment agreement by and between the City of Kewanee and Dark Phase Designs.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Gary Bradley, City Manager	
FISCAL INFORMATION	Cost as recommended:	Council Discretion - \$7,500 placeholder at this time
	Budget Line Item:	44-84E-919
	Balance Available	\$164,881
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Provides economic incentives for improvements to the buildings at 319-329 North Main Street.	
BACKGROUND	Dark Phase Designs has completed the TIF Incentive application for the installation of a sprinkler system in the remaining portions of their buildings. Our TIF Attorney at Jacob & Klein has reviewed the application and determined there to be sufficient eligible project costs to merit consideration of this project.	
SPECIAL NOTES	N/A	

ANALYSIS	<p>Similar to the discussion regarding Johnson Theaters, the proposed business will provide an entertainment venue that retains people in the city who would otherwise travel to other areas for such entertainment and attracts others to our community for entertainment and other forms of commerce. The owners of the building have made significant improvements to the building, a significant portion of which would have been TIF eligible had they not already been completed.</p> <p>The proposed reimbursement agreement would mimic the terms of the previous agreements approved in the Downtown TIF for Johnson and the Carrington buildings, with the City agreeing to loan Dark Phase Designs \$7,500 (placeholder amount) from the Downtown TIF Fund. The loan would be forgiven over the period of five years provided that Dark Phase Designs operates a haunted house on the premises for those five years. The concept of the forgivable loan from the TIF fund was proposed by the City's TIF Advisors to provide incentives because it is not anticipated that the property tax increases would be significant enough to provide for much of the reimbursement needed to assist with the project. (The TIF Attorney does not anticipate very much TIF increment from this project).</p> <p>The Downtown TIF fund has a current balance of \$164,881 after payments were made to the other recipients of TIF funds for the fiscal year (Cerno's, Save-A-Lot, and IH Mississippi Valley Credit Union).</p>
PUBLIC INFORMATION PROCESS	TIF application included in the council packet for 2/12/18 packet.
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval
PROCUREMENT POLICY VERIFICATION	N/A
REFERENCE DOCUMENTS ATTACHED	TIF Redevelopment/forgivable loan agreement, ordinance.



Item A

CITY OF KEWANEE, ILLINOIS

ORDINANCE NO. 3919

KEWANEE DOWNTOWN TAX INCREMENT FINANCING DISTRICT

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

by and between

THE CITY OF KEWANEE, HENRY COUNTY, ILLINOIS

and

DARK PHASE DESIGNS

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF KEWANEE, HENRY COUNTY, ILLINOIS
ON THE 26TH DAY OF FEBRUARY, 2018.**

CITY OF KEWANEE, ILLINOIS: ORDINANCE NO. 3919

KEWANEE DOWNTOWN TIF DISTRICT

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

by and between

THE CITY OF KEWANEE

and

DARK PHASE DESIGNS

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

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

1. The TIF Redevelopment Agreement with Dark Phase Designs (the “Developer”) attached hereto as ***Exhibit A*** is hereby approved.
2. The City Manager is hereby authorized and directed to enter into and execute on behalf of the City said Redevelopment Agreement and the City Clerk of the City of Kewanee is hereby authorized and directed to attest such execution.
3. The Redevelopment Agreement shall be effective the date of its approval on the 26th day of February, 2018.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

[the remainder of this page is intentionally blank]

PASSED APPROVED AND ADOPTED by the Mayor and City Council of the City of Kewanee this 26th day of February, 2018.

MAYOR AND CITY COUNCIL	AYE VOTE	NAY VOTE	ABSTAIN	ABSENT
Chris Colomer				
Andy Koehler				
Mike Yaklich				
Steve Faber				
Steve Looney, Mayor				

APPROVED: _____, Date_____/_____/ 2018
Mayor, City of Kewanee

ATTEST: _____, Date:_____/_____/ 2018
City Clerk, City of Kewanee

Attachment: **EXHIBIT A.** Redevelopment Agreement by and between the City of Kewanee and Dan Carrington.

EXHIBIT A

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

by and between

THE CITY OF KEWANEE

and

DARK PHASE DESIGNS

**TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

CITY OF KEWANEE, HENRY COUNTY, ILLINOIS

and

DARK PHASE DESIGNS

KEWANEE DOWNTOWN TAX INCREMENT FINANCING DISTRICT

FEBRUARY 26, 2018

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF KEWANEE
AND
DARK PHASE DESIGNS**

KEWANEE DOWNTOWN TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 26th day of February, 2018, by the **City of Kewanee** (the “City”), an Illinois Municipal Corporation, Henry County, Illinois, and **Dark Phase Designs** (the “Developer”).

PREAMBLE

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

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

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

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

WHEREAS, one such property is owned by the Developer and located at 329 North Main Street, Kewanee, Illinois, currently PIN # 20-33-137-024 (the “Property”) and said Property is in need of development and integral to the development of the TIF District; and

WHEREAS, the Developer owns said Property and is proceeding with plans to undertake the installation of an automatic fire sprinkler system in the existing building located thereon (the “Project”) based upon incentives made available by the City; and

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

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

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

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

WHEREAS, the City and the Developer (the “Parties”) have agreed that the City shall provide a forgivable loan to the Developer for the reimbursement of the Developer’s TIF Eligible Project Costs (*Exhibit 2, “Promissory Note”*) of an amount not to exceed **Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00)** to be paid from the Kewanee Downtown TIF District Special Tax Allocation Fund as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer’s TIF Eligible Project Costs under this Agreement exceed **Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00)**; and

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

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

AGREEMENTS

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

A. PRELIMINARY STATEMENTS

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

4. The Developer shall complete the Project within nine (9) months from the date this Agreement is executed, subject to extension due to Force Majeure (defined below).
5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the “Kewanee Downtown TIF District” which includes the Developer’s Property. The City has approved certain Redevelopment Project Costs, including the types described in *Exhibit 1* for the Developer’s Project which shall be known as the “**Dark Phase Designs Project**”.

C. INCENTIVES

In consideration for the Developer completing the Dark Phase Designs Project, the City agrees to extend to Developer the following incentives to assist Developer’s Project:

1. The City agrees to loan to the Developer (also, the “Borrower”) by separate Promissory Note (attached hereto as *Exhibit “2”*) the sum of **Seven Thousand Five Hundred Dollars (\$7,500.00)** from the Kewanee Downtown TIF District Special Tax Allocation Fund for TIF Eligible Project Costs incurred as a result of the Developer’s Project. The terms and conditions for the Loan shall be as follows:
 - a. The full Loan amount of \$7,500.00 shall be paid to the Developer from the Kewanee Downtown TIF District Special Tax Allocation Fund within thirty (30) days following the execution of this Agreement, or upon verification of a minimum of \$7,500 of TIF Eligible Project Costs pursuant to *Section E* below, whichever occurs later.
 - b. A separate Promissory Note is attached as *Exhibit “2”*.
 - c. The interest rate for the Loan shall be Three Percent (3%) per annum, and shall begin to accrue on the date the Loan funds are dispersed to the Developer.
 - d. The term of the Loan shall expire on February 28, 2023.
 - e. One-fifth (1/5) of the principal of the Loan amount, plus any accrued interest thereon, shall be forgiven annually by the City commencing February 28, 2019 and continuing on February 28th of each year thereafter for the term of the Loan, provided the Developer has been at all times in full compliance with every term of this Agreement, including the following:
 - i. The Developer agrees to commercial operation of a haunted house located on the Property.
 - ii. The Developer shall annually provide verification of the payment of the real estate taxes for the property.

- iii. The Developer does not file for bankruptcy or otherwise become insolvent.
- iv. The Property is not the subject of foreclosure proceedings.
- v. The Developer does not sell or otherwise convey the Property during the term of the Loan.
- vi. The Developer shall not file any challenge, appeal or similar action which seeks to reduce the equalized assessed value of the property.

D. LIMITATION OF INCENTIVES TO DEVELOPER

- 1. In no event, shall the maximum cumulative reimbursements for the Developer's TIF Eligible Project Costs pursuant to *Section C(1)* above exceed Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) as set forth herein.
- 2. It is not contemplated that, nor is the City obligated, to use any of its proportionate share of the monies generated by this Project for any of Developer's Eligible Project Costs, but rather the City shall use such sums for any purpose under the Act as it may in its sole discretion determine.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

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

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

F. VERIFICATION OF TAX INCREMENT

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

G. LIMITED OBLIGATION

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

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

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

I. COOPERATION OF THE PARTIES

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

J. DEFAULT; CURE; REMEDIES

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

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

K. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete the Project within nine (9) months following the execution of this Agreement. Failure to do so shall be cause for the City to declare the Developer in default and unilaterally terminate the Agreement. However, the Developer and the City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the City (or the City's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or the City.

L. ASSIGNMENT

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

M. WAIVER

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

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

N. SEVERABILITY

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

O. NOTICES

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

To Developer:

Dark Phase Designs
5030 North 1200th Avenue
Orion, Illinois 61237

To City:

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

With copy to:

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

P. SUCCESSORS IN INTEREST

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

Q. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

R. INDEMNIFICATION OF City

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

S. ENTIRE AGREEMENT

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

T. WARRANTY OF SIGNATORIES

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

U. TERM OF THE AGREEMENT

This Agreement shall expire on February 28, 2023. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings or upon any other default by the Developer of this Agreement.

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

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

By: _____
Mayor

ATTEST:

City Clerk

DARK PHASE DESIGNS.

By: _____
Nancy Patterson

By: _____
Stephen Patterson

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**DARK PHASE DESIGNS
“Dark Phase Designs Project”**

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

Project Description: Developer has acquired the Property and is proceeding with plans to install an automatic fire sprinkler system in the existing building located thereon.

Location: 329 North Main Street, Kewanee,

Illinois Parcel Number: 20-33-137-024

Estimated TIF Eligible Project Costs:

Rehabilitation and Renovation Costs \$7,500

Total *Estimated* Eligible Project Costs \$7,500

*The Developer’s total reimbursement of TIF Eligible Project Costs under *Section C* of the Agreement shall not exceed **\$7,500.00**.

EXHIBIT 2

PROMISSORY NOTE

PROMISSORY NOTE

FOR VALUE RECEIVED, Dark Phase Designs (the “Borrower”), promises to pay the City of Kewanee, Henry County, Illinois, an Illinois Municipal Corporation (“Lender”) the principal sum of Seven Thousand Dollars (\$7,500.00) with interest accruing on the unpaid principal at the rate of three percent (3%) per annum. The aforementioned principal sum represents monies loaned by the Lender to the Borrower for the reimbursement of Borrower’s TIF Eligible Project Costs, specifically redevelopment project costs, incurred as a result of a Redevelopment Project located at 329 North Main Street, Kewanee, Illinois (PIN # 20-33-137-024) (the “Property”), within the Redevelopment Project Area and that is the subject of a Tax Increment Financing District Redevelopment Agreement between the City of Kewanee and Dark Phase Designs (the “Redevelopment Agreement”) entered into the 26th day of February, 2018.

The term of this Promissory Note shall commence on the date the Redevelopment Agreement is executed between the Borrower and the Lender and end on February 28, 2023.

Provided that the Borrower is at all times in compliance with the Redevelopment Agreement and this Promissory Note, One-Fifth (1/5) of the principal balance of \$7,500.00, plus any accrued interest thereon, shall be forgiven by the Lender each year during the term of this Promissory Note, with the first date of forgiveness being February 28, 2019 and continuing on February 28th each year thereafter for the term of this Promissory Note. Provided that the Borrower does not Default or otherwise breach this Promissory Note or the Redevelopment Agreement, the full principal amount of this Promissory Note, plus any accrued interest thereon, shall be forgiven on the expiration of this Promissory Note.

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

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

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

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

BORROWER:

DARK PHASE DESIGNS

BY: _____
Nancy Patterson

BY: _____

Stephen Patterson

LENDER:

CITY OF KEWANEE

BY: _____
City Manager, City of Kewanee

ATTEST: _____
City Clerk, City of Kewanee

DATE: _____

EXHIBIT 3

CITY OF KEWANEE, ILLINOIS KEWANEE DOWNTOWN TIF DISTRICT

PRIVATE PROJECT REQUEST FOR REIMBURSEMENT BY DARK PHASE DESIGNS

Date_____

Attention: City TIF Administrator, City of Kewanee, Illinois

Re: TIF Redevelopment Agreement, dated February 26, 2018 by and between the City of Kewanee, Illinois, and Dark Phase Designs (the “Developer”)

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

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: Dark Phase Designs
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in ***Exhibit “1”*** of the Redevelopment Agreement.
5. The undersigned certifies and swears under oath that the following statements are true and correct:

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

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

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

BY: _____ (Developer)

TITLE: _____

CITY OF KEWANEE, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

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

BY: _____

TITLE: _____ DATE: _____

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	February 26, 2018	
RESOLUTION OR ORDINANCE NUMBER	Ordinance # 3920	
AGENDA TITLE	Consideration of an Ordinance approving and authorizing the execution of a Tax Increment Financing (TIF) District redevelopment agreement by and between the City of Kewanee and Jackson Peck Financial Group.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Gary Bradley, City Manager	
FISCAL INFORMATION	Cost as recommended:	Council Discretion - \$7,500 placeholder at this time
	Budget Line Item:	44-84E-919
	Balance Available	\$164,881
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Provides economic incentives for improvements to the parking lot at 121 S. Main Street.	
BACKGROUND	Jackson Peck Financial Group has completed the TIF Incentive application for repaving the existing parking lot and sidewalk replacement at 121 S. Main Street. Our TIF Attorney at Jacob & Klein has reviewed the application and determined there to be sufficient eligible project costs to merit consideration of this project.	
SPECIAL NOTES	N/A	

ANALYSIS	<p>Unlike the other TIF proposal, this business isn't expected to generate a significant amount of traffic to the area, either. That said, this is an existing business and the use of TIF is an important consideration in the City's efforts to retain and expand local businesses. The improvements are entirely exterior, so they will also improve the physical appearance of the property.</p> <p>The proposed reimbursement agreement would mimic the terms of the previous agreements approved in the Downtown TIF for Johnson and the Carrington buildings, with the City agreeing to loan Jackson Peck Financial Group \$7,500 (placeholder amount) from the Downtown TIF Fund. The loan would be forgiven over the period of five years provided that Jackson Peck Financial Group operates as a financial advisor on the premises for those five years. The concept of the forgivable loan from the TIF fund was proposed by the City's TIF Advisors to provide incentives because it is not anticipated that the property tax increases would be significant enough to provide for much of the reimbursement needed to assist with the project. (The TIF Attorney does not anticipate very much TIF increment from this project).</p> <p>The Downtown TIF fund has a current balance of \$164,881 after payments were made to the other recipients of TIF funds for the fiscal year (Cerno's, Save-A-Lot, and IH Mississippi Valley Credit Union).</p>
PUBLIC INFORMATION PROCESS	TIF application included in the council packet for 2/12/18 packet.
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval
PROCUREMENT POLICY VERIFICATION	N/A
REFERENCE DOCUMENTS ATTACHED	TIF Redevelopment/forgivable loan agreement, ordinance.

CITY OF KEWANEE, ILLINOIS

ORDINANCE NO. 3920

KEWANEE DOWNTOWN TAX INCREMENT FINANCING DISTRICT

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

by and between

THE CITY OF KEWANEE, HENRY COUNTY, ILLINOIS

and

JACKSON PECK FINANCIAL GROUP

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF KEWANEE, HENRY COUNTY, ILLINOIS
ON THE 26TH DAY OF FEBRUARY, 2018.**

CITY OF KEWANEE, ILLINOIS: ORDINANCE NO. 3920

KEWANEE DOWNTOWN TIF DISTRICT

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

by and between

THE CITY OF KEWANEE

and

JACKSON PECK FINANCIAL GROUP

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

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

1. The TIF Redevelopment Agreement with Jackson Peck Financial Group (the “Developer”) attached hereto as ***Exhibit A*** is hereby approved.
2. The City Manager is hereby authorized and directed to enter into and execute on behalf of the City said Redevelopment Agreement and the City Clerk of the City of Kewanee is hereby authorized and directed to attest such execution.
3. The Redevelopment Agreement shall be effective the date of its approval on the 26th day of February, 2018.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

[the remainder of this page is intentionally blank]

PASSED APPROVED AND ADOPTED by the Mayor and City Council of the City of Kewanee this 26th day of February, 2018.

MAYOR AND CITY COUNCIL	AYE VOTE	NAY VOTE	ABSTAIN	ABSENT
Chris Colomer				
Andy Koehler				
Mike Yaklich				
Steve Faber				
Steve Looney, Mayor				

APPROVED: _____, Date_____/_____/ 2018
Mayor, City of Kewanee

ATTEST: _____, Date:_____/_____/ 2018
City Clerk, City of Kewanee

Attachment: **EXHIBIT A.** Redevelopment Agreement by and between the City of Kewanee and Dan Carrington.

EXHIBIT A

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

by and between

THE CITY OF KEWANEE

and

JACKSON PECK FINANCIAL GROUP

**TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

CITY OF KEWANEE, HENRY COUNTY, ILLINOIS

and

JACKSON PECK FINANCIAL GROUP

KEWANEE DOWNTOWN TAX INCREMENT FINANCING DISTRICT

FEBRUARY 26, 2018

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF KEWANEE
AND
JACKSON PECK FINANCIAL
GROUP KEWANEE DOWNTOWN TIF
DISTRICT**

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 26th day of February, 2018, by the **City of Kewanee** (the “City”), an Illinois Municipal Corporation, Henry County, Illinois, and **Jackson Peck Financial Group** (the “Developer”).

PREAMBLE

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

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

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

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

WHEREAS, one such property is owned by the Developer and located at 121 South Main Street, Kewanee, Illinois, currently PIN # 20-33-184-010 (the “Property”) and said Property is in need of development and integral to the development of the TIF District; and

WHEREAS, the Developer owns said Property and is proceeding with plans to undertake the repaving and repair of the existing parking lot and sidewalk located thereon (the “Project”) based upon incentives made available by the City; and

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

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

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

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

WHEREAS, the City and the Developer (the “Parties”) have agreed that the City shall provide a forgivable loan to the Developer for the reimbursement of the Developer’s TIF Eligible Project Costs (*Exhibit 2, “Promissory Note”*) of an amount not to exceed **Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00)** to be paid from the Kewanee Downtown TIF District Special Tax Allocation Fund as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer’s TIF Eligible Project Costs under this Agreement exceed **Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00)**; and

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

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

AGREEMENTS

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

A. PRELIMINARY STATEMENTS

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

4. The Developer shall complete the Project within nine (9) months from the date this Agreement is executed, subject to extension due to Force Majeure (defined below).
5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the “Kewanee Downtown TIF District” which includes the Developer’s Property. The City has approved certain Redevelopment Project Costs, including the types described in *Exhibit 1* for the Developer’s Project which shall be known as the “**Jackson Peck Financial Group Project**”.

C. INCENTIVES

In consideration for the Developer completing the Jackson Peck Financial Group Project, the City agrees to extend to Developer the following incentives to assist Developer’s Project:

1. The City agrees to loan to the Developer (also, the “Borrower”) by separate Promissory Note (attached hereto as *Exhibit “2”*) the sum of **Seven Thousand Five Hundred Dollars (\$7,500.00)** from the Kewanee Downtown TIF District Special Tax Allocation Fund for TIF Eligible Project Costs incurred as a result of the Developer’s Project. The terms and conditions for the Loan shall be as follows:
 - a. The full Loan amount of \$7,500.00 shall be paid to the Developer from the Kewanee Downtown TIF District Special Tax Allocation Fund within thirty (30) days following the execution of this Agreement, or upon verification of a minimum of \$7,500 of TIF Eligible Project Costs pursuant to *Section E* below, whichever occurs later.
 - b. A separate Promissory Note is attached as *Exhibit “2”*.
 - c. The interest rate for the Loan shall be Three Percent (3%) per annum, and shall begin to accrue on the date the Loan funds are dispersed to the Developer.
 - d. The term of the Loan shall expire on February 28, 2023.
 - e. One-fifth (1/5) of the principal of the Loan amount, plus any accrued interest thereon, shall be forgiven annually by the City commencing February 28, 2019 and continuing on February 28th of each year thereafter for the term of the Loan, provided the Developer has been at all times in full compliance with every term of this Agreement, including the following:
 - i. The Developer agrees to commercial operation of a financial advisor office located on the Property.
 - ii. The Developer shall annually provide verification of the payment of the real estate taxes for the property.

- iii. The Developer does not file for bankruptcy or otherwise become insolvent.
- iv. The Property is not the subject of foreclosure proceedings.
- v. The Developer does not sell or otherwise convey the Property during the term of the Loan.
- vi. The Developer shall not file any challenge, appeal or similar action which seeks to reduce the equalized assessed value of the property.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. In no event, shall the maximum cumulative reimbursements for the Developer's TIF Eligible Project Costs pursuant to *Section C(1)* above exceed Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) as set forth herein.
2. It is not contemplated that, nor is the City obligated, to use any of its proportionate share of the monies generated by this Project for any of Developer's Eligible Project Costs, but rather the City shall use such sums for any purpose under the Act as it may in its sole discretion determine.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

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

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

F. VERIFICATION OF TAX INCREMENT

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

G. LIMITED OBLIGATION

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

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

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

I. COOPERATION OF THE PARTIES

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

J. DEFAULT; CURE; REMEDIES

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

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

K. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete the Project within nine (9) months following the execution of this Agreement. Failure to do so shall be cause for the City to declare the Developer in default and unilaterally terminate the Agreement. However, the Developer and the City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the City (or the City's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or the City.

L. ASSIGNMENT

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

M. WAIVER

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

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

N. SEVERABILITY

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

O. NOTICES

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

To Developer:

Jackson Peck Financial Group
5030 North 1200th Avenue
Orion, Illinois 61237

To City:

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

With copy to:

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

P. SUCCESSORS IN INTEREST

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

Q. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

R. INDEMNIFICATION OF City

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

S. ENTIRE AGREEMENT

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

T. WARRANTY OF SIGNATORIES

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

U. TERM OF THE AGREEMENT

This Agreement shall expire on February 28, 2023. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings or upon any other default by the Developer of this Agreement.

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

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

By: _____
Mayor

ATTEST:

City Clerk

JACKSON PECK FINANCIAL GROUP.

By: _____
Nancy Patterson

By: _____
Stephen Patterson

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**JACKSON PECK FINANCIAL GROUP
“Jackson Peck Financial Group Project”**

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

Project Description: Developer has acquired the Property and is proceeding with plans to repave and repair the existing parking lot and sidewalk located thereon.

Location: 121 South Main Street, Kewanee,

Illinois Parcel Number: 20-33-184-010

Estimated TIF Eligible Project Costs:

Rehabilitation and Renovation Costs \$7,500

Total *Estimated* Eligible Project Costs \$7,500

*The Developer’s total reimbursement of TIF Eligible Project Costs under *Section C* of the Agreement shall not exceed **\$7,500.00**.

EXHIBIT 2

PROMISSORY NOTE

PROMISSORY NOTE

FOR VALUE RECEIVED, Jackson Peck Financial Group (the “Borrower”), promises to pay the City of Kewanee, Henry County, Illinois, an Illinois Municipal Corporation (“Lender”) the principal sum of Seven Thousand Dollars (\$7,500.00) with interest accruing on the unpaid principal at the rate of three percent (3%) per annum. The aforementioned principal sum represents monies loaned by the Lender to the Borrower for the reimbursement of Borrower’s TIF Eligible Project Costs, specifically redevelopment project costs, incurred as a result of a Redevelopment Project located at 329 North Main Street, Kewanee, Illinois (PIN # 20-33-184-010) (the “Property”), within the Redevelopment Project Area and that is the subject of a Tax Increment Financing District Redevelopment Agreement between the City of Kewanee and Jackson Peck Financial Group (the “Redevelopment Agreement”) entered into the 26th day of February, 2018.

The term of this Promissory Note shall commence on the date the Redevelopment Agreement is executed between the Borrower and the Lender and end on February 28, 2023.

Provided that the Borrower is at all times in compliance with the Redevelopment Agreement and this Promissory Note, One-Fifth (1/5) of the principal balance of \$7,500.00, plus any accrued interest thereon, shall be forgiven by the Lender each year during the term of this Promissory Note, with the first date of forgiveness being February 28, 2019 and continuing on February 28th each year thereafter for the term of this Promissory Note. Provided that the Borrower does not Default or otherwise breach this Promissory Note or the Redevelopment Agreement, the full principal amount of this Promissory Note, plus any accrued interest thereon, shall be forgiven on the expiration of this Promissory Note.

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

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

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

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

BORROWER:

JACKSON PECK FINANCIAL GROUP

BY: _____
Christian Jackson

LENDER:

CITY OF KEWANEE

BY: _____
City Manager, City of Kewanee

ATTEST: _____
City Clerk, City of Kewanee

DATE: _____

EXHIBIT 3

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

**PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY
JACKSON PECK
FINANCIAL GROUP**

Date_____

Attention: City TIF Administrator, City of Kewanee, Illinois

Re: TIF Redevelopment Agreement, dated February 26, 2018 by and between the City of Kewanee, Illinois, and Jackson Peck Financial Group (the “Developer”)

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

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: Jackson Peck Financial Group
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in ***Exhibit “1”*** of the Redevelopment Agreement.
5. The undersigned certifies and swears under oath that the following statements are true and correct:

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

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

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

BY: _____ (Developer)

TITLE: _____

CITY OF KEWANEE, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

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

BY: _____

TITLE: _____ DATE: _____

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	February 26, 2018	
RESOLUTION OR ORDINANCE NUMBER	Resolution #5094	
AGENDA TITLE	A RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY THE CITY OF KEWANEE FOR FISCAL YEAR 2018-2019, UNDER THE ILLINOIS HIGHWAY CODE,	
REQUESTING DEPARTMENT	Engineering	
PRESENTER	Dale Nobel, P.E. City Engineer	
FISCAL INFORMATION	Cost as recommended:	\$415,000
	Budget Line Item:	15-41-514
	Balance Available	\$434,500
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Appropriates Motor Fuel Tax Dollars for the annual street maintenance program	
BACKGROUND	Motor Fuel Tax (MFT) Funds are the City's primary source for the annual street maintenance program. The City receives \$350,000 +/- per year from the State's MFT coffers. The expenditures from MFT require us to follow the IDOT procedures for the preparation of the Plans and specifications as well as the bidding process through the State's bid posting bulletin.	
SPECIAL NOTES	N/A	

ANALYSIS	This year's MFT program calls for the estimated expenditure of \$415,000. Streets for maintenance were selected based on traffic loading and condition and only represent a small portion of the streets that need maintenance or upgrading. We estimate it would take a budget of nearly \$8 million to bring our local streets up to satisfactory condition.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends adoption
REFERENCE DOCUMENTS ATTACHED	Map of the area to be included is available in the City Engineer's office and was presented to Council at the February 12, 2018 meeting.

RESOLUTION NO. 5094

A RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY THE CITY OF KEWANEE FOR FISCAL YEAR 2018-2019, UNDER THE ILLINOIS HIGHWAY CODE, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, The City Council considers it in the best interest of the citizens of the City of Kewanee to appropriate Motor Fuel Tax (MFT) moneys for the purpose of maintaining and improving the roads in the City of Kewanee; and,

WHEREAS, Said improvement is the annual street maintenance program, known as Section 18-00000-00-GM; and,

WHEREAS, Competitive bids will be acquired for the construction of Section 18-00000-00-GM.

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

Section 1 There is hereby appropriated the sum of \$415,000 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2018 to April 30, 2019.

Section 2 Only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

Section 3 The City Clerk shall, as soon as practicable after the close of the period as stated in Section 1 hereof, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the accounts(s) for this period.

Section 4 The City Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation at Dixon, Illinois.

Section 5 This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

ATTEST:

Melinda Edwards, City Clerk

Steve Looney, Mayor

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

APPROVED

Date

Department of Transportation

District Engineer

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	February 26, 2018	
RESOLUTION OR ORDINANCE NUMBER	Resolution #5095	
AGENDA TITLE	Consideration of a Resolution adopting a Capital Improvement Plan for the City of Kewanee	
REQUESTING DEPARTMENT	Administration / Engineering	
PRESENTER	Gary Bradley, City Manager Dale R. Nobel, P.E., City Engineer	
FISCAL INFORMATION NOTE: THE ADOPTED CIP WILL BE A GUIDE TO UPCOMING CITY BUDGETS	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	Adopts a five-year capital improvement plan for the City.	

BACKGROUND	<p>In past years, City staff has created a list of capital improvement projects for consideration at the time the budget has been passed. The list was elementary in nature and provided little in the way of the benefits traditionally associated with more formalized Capital Improvement Planning processes.</p> <p>In 2015, the City Council adopted the following goals:</p> <ul style="list-style-type: none">• Develop and implement plans, policies, and programs to improve organizational structure, align staffing with community needs, and develop a culture that establishes customer service as the City's top priority, improves efficiency and effectiveness, and ensures the stewardship of public funds.• Develop and implement Economic Development and Community Development plans, policies, and programs to strengthen the local economic climate, diversify the tax base, and enhance the viability and sustainability of the community's residential neighborhoods and commercial areas.• Improve the City's infrastructure to enhance levels of service and provide for managed future growth.• Develop and implement plans, policies, and practices to ensure the stewardship of public funds. <p>The Community and Economic Development Plans developed in accordance with the above goals also provided recommendations on the development of CIP, and Capital Improvement Planning is among the recommended practices of the Government Finance Officers Association.</p>
SPECIAL NOTES	N/A
ANALYSIS	<p>The CIP before you outlines the current plan of action for capital improvements to be undertaken by the City. It takes into account the practical, feasible and realistic source of funds available to the City and plans accordingly.</p>
PUBLIC INFORMATION PROCESS	<p>A detailed review of the Plan at the Council Meeting on 2/12/18.</p>
STAFF RECOMMENDATION	<p>Staff recommends approval</p>

REFERENCE DOCUMENTS ATTACHED	Capital Improvement Plan FY2019 – DFY2023.
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RESOLUTION NO. 5095

A RESOLUTION TO ESTABLISH THE KEWANEE CAPITAL IMPROVEMENTS PLAN FOR FISCAL YEARS 2019-2023, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, a Capital Improvement Plan offers a link between planning efforts, public input, and the actual construction of public improvements; and,

WHEREAS, a Capital Improvement Plan ensures accountability for the completion of plans for facilities and infrastructure improvements; and,

WHEREAS, a Capital Improvement Plan improves scheduling of public improvements that require more than one-year to construct; and,

WHEREAS, a Capital Improvement Plan provides an opportunity to properly plan, design, and if needed acquire land or easements before costs escalate; and,

WHEREAS, a Capital Improvement Plan provides an opportunity for long range planning and management; and,

WHEREAS, a Capital Improvement Plan helps to establish clearly defined priorities in public improvements; and,

WHEREAS, A copy of the Capital Improvement Plan for fiscal years 2019-2023 is attached hereto as Attachment A.

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

Section 1 The Capital Improvements Plan for fiscal years 2019-2023, as contained in Attachment A hereto shall be and hereby is approved.

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 February 2018.

ATTEST:

Melinda Edwards, City Clerk

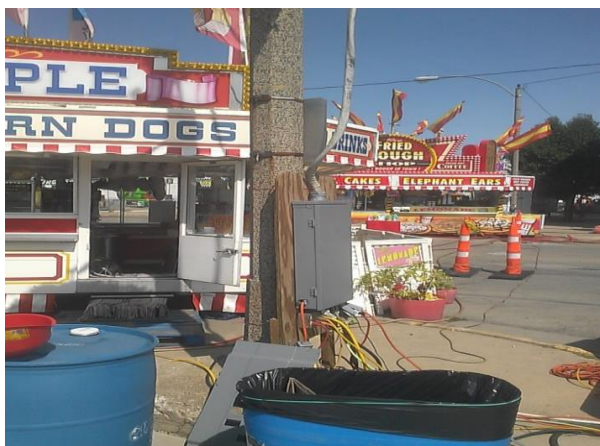
Steve Looney, Mayor

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

CITY OF KEWANEE, ILLINOIS

5YR CAPITAL IMPROVEMENT PLAN

FY2019 – FY2023



ADOPTED FEBRUARY 26, 2018



Capital Improvements Plan

February 26, 2018

Mayor Steve Looney and City Councilmembers:

I am pleased to submit the proposed 2019-2023 Capital Improvement Plan (CIP) for the City of Kewanee. Its adoption represents our continued efforts to provide a higher level of service to our residents, businesses, and visitors. Additional plans will be developed in the coming months providing greater specificity regarding the streets, sidewalks, water, sanitary sewer, and stormwater projects to be improved in the coming year's budget and the additional four years of this plan.

The Capital Improvement Plan is a multi-year scheduling of public physical improvements. The CIP also acts as a public information document to advise property owners how the city plans to address significant capital needs over the next five years.

It is important to emphasize that the CIP is a flexible plan that can be altered as conditions, funding, priorities, and regulations change. With growing demands for project expenditures and a limited amount of local, state, and federal resources available, it has become increasingly difficult to predict availability of future funding for capital projects. As the population in Kewanee changes, so do the demands on city services. We must use our limited dollars wisely to complete the projects in this plan to benefit the residents, businesses, and visitors of the City of Kewanee.

The benefits of adopting an updated Capital Improvement Plan are as follows:

- Offers a link between planning efforts, public input, and the actual construction of public improvements
- Ensures accountability for the completion of plans for facilities and infrastructure projects
- Improves scheduling of public improvements that require more than one year to construct
- Provides an opportunity to properly plan, design, and if needed acquire land or easements before costs escalate
- Provides an opportunity for long-range fiscal planning and management
- Helps to establish clearly defined priorities in public improvements
- Offer an opportunity for residents and businesses to participate in decisions that directly impact the future of Kewanee

The City of Kewanee's 2019-2023 Capital Improvements Plan provides general information about the CIP Process, its implementation, funding, and specific projects within the plan.

Generally, the CIP contains projects in the following areas:

- Water
- Sewer
- Streets
- Stormwater
- Sidewalks
- Facilities

You may recall that in October 2016, the City entered into on-call agreements with engineering consultants to assist with project development. Those firms will continue to help to further refine the programs for streets, water, and sewer, among others, allowing the City to transition from "City-wide" projects to more narrowly defined projects specific in time, cost, and location.

The 2019-2023 Capital Improvements Plan aligns well with the priorities identified in the 2016 Residential Survey, including streets, sidewalks, and storm water, and identifies uses of funds for previously approved bonds and taxes.

The task of maintaining the City's CIP was not an easy one and reflects considerable effort from City staff involved in the project. Their efforts are greatly appreciated.

Best Regards,

A handwritten signature in black ink that reads 'Gary Bradley'.

Gary Bradley
City Manager

Table of Contents

Management Letter	1
Table of Contents	3
2019-2023 Proposed Projects.	5
Capital Improvements Overview	6
Capital Improvement Process	7
Definition	7
Identification	7
Creation	7
Modification	7
Capital Improvement Program Implementation	8
Funding Projects	8
Design	8
Advertisement & Award	8
Schedule	9
Payments	9
Change	9
Substantial Completion	9
Final Acceptance	9
Capital Improvement Funding	10
General Fund	10
Motor Fuel Tax Fund	10
Water & Sewer 2015 G.O. Bond Fund	10
Water Enterprise Fund	10
Sewer Enterprise Fund	10
Non-Home Rule Sales Tax	11
General Obligation Bond Funds	11
Revenue Bond Funds	11

Alternative Funding Sources.....	11
Tax Increment Financing	11
Special Service Area.....	11
Grants.....	11
Community Development Block Grant	11
Alternate Revenue Bonds.....	12
Funding Pie Charts.....	12
Five Year Funding Schedule.....	13
Five Year Funding Allocations - Pie Charts.....	14
Five Year Projected Expenditures.....	15
Capital Improvement Projects - Summary Sheets.....	16

Proposed Projects

CIP# (EXP. FUND #)	DESCRIPTION	ESTIMATED COST FY2019; FY19-23	
DTSW 17-01 (36)	Annual Downtown Sidewalk, Amenities And Other Improvements	\$100,000	\$250,000
SNS 17-01 (33)	CIPP, Sanitary Sewer Relining, PH 1-4	\$247,508	\$742,524
STM 17-01 (31)	Annual Storm Drainage Improvements	\$65,000	\$485,000
MFT 19-01 (15) (31)	Annual GM Street Improvement Program	\$515,000	\$2,115,000
STR 19-02 (31)	Annual City Wide S/W Impr. Program	\$50,000	\$250,000
WTR 17-25 (32) (51)	South Water Tower Rehab / Repaint Set Aside Project, Scheduled Construction, FY2022	\$0	\$490,000
WTR 17-26 (32) (51)	North Water Tower Rehab / Repaint Set Aside Project, Scheduled Construction, FY2022	\$0	\$800,000
WTR 17-28 (39)	R/O Membrane Replacement Set Aside Project, Scheduled Construction, FY2027	\$0	\$800,000 (FY2027)
WTR 17-30 (32)	Annual City Wide Water System Impr.	\$400,000	\$400,000
FAU 18-01 (31)	East Street Improvements; South-2nd St. Note: FAU \$ @ 80%, paid direct by State to Contractor	\$60,000	\$1,140,000
		\$1,437,508	\$6,672,524 (exc. R/O)

CAPITAL IMPROVEMENTS OVERVIEW

A Capital Improvement Plan (CIP) is a major financial and public infrastructure planning tool for municipalities. The CIP is a statement of the City's policies and financial ability to manage the physical development, maintenance, and when appropriate redevelopment of public infrastructure and facilities within the community. The development of a five-year CIP provides information regarding numerous planned public improvements with anticipated revenues from a variety of sources. The CIP provides for a systematic approach to providing needed or desired improvements within a prioritized framework.

The need for capital improvements may be identified by an appropriate master plan, through evaluations of existing infrastructure, in response to concerns raised by residents in response to surveys or during community forums, by regulatory legislation, or to facilitate growth and economic development. Effective planning in the identification of capital improvement projects provides the ability to make the community more desirable to existing and potential residents, businesses, and industries. Projects are prioritized based on many factors including their critical necessity, effect on property values, the overall health, safety and welfare of the residents and visitors, and the availability of funding within certain streams of revenue.

The CIP includes projects that are fully or partially funded. The CIP represents projects that are proposed for funding at this time based on revenue projections. The appearance of a project during a particular year should not be taken as a guarantee that it will be completed in that year, but rather that at the time of the development of this plan, based on current priorities and projections of future revenues, it is the City's plan and intent to complete a project when indicated.

The CIP is intended to serve as a link between planning efforts, public input, and the actual construction of public improvements. It also assists in ensuring the accountability of the City for the completion of planned projects for facilities and infrastructure improvements. Such planning also helps to ensure the stewardship of public funds, by improving project planning to avoid conflicts in construction and cash flow.

CAPITAL IMPROVEMENT PROCESS

DEFINITION

A capital improvement is a necessary or desirable project that supports or improves infrastructure or facilities and enhances the City's ability to provide safe and desirable services for the benefit of our community and the future of the City of Kewanee. These projects directly affect the way people live, travel, and conduct business within our Community. A capital improvement project is defined as a project or asset with a minimum total cost of \$50,000 resulting in 1) the creation of a new fixed asset; or 2) enhancement of an existing fixed asset that significantly extends the life expectancy of the asset. Examples include construction or expansion of buildings, new storm and sanitary sewers, water line upgrades and extensions, street construction, and the acquisition of land for public use, along with professional fees such as architectural or engineering services associated with such improvements.

IDENTIFICATION

The need for capital improvements may be identified by an appropriate master plan, through evaluations of existing infrastructure, in response to concerns raised by residents in surveys or during community forums, by regulatory legislation, or to facilitate growth and economic development. Effective planning in the identification of capital improvement projects provides the ability to make the community more desirable to existing and potential residents, businesses and industries. Projects are prioritized based on many factors including their critical necessity, effect on property values, the overall health, safety and welfare of the residents and visitors, and the availability of funding within certain streams of revenue.

CREATION

When a capital improvement has been identified, the City Engineer or Project Manager defines the scope of the project and prepares a preliminary cost estimate for the design and acquisition of property, if applicable, and construction of the project. These cost estimates are general in nature. Each phase of the project will be placed on the CIP and the City will budget funds accordingly.

MODIFICATION

The proposed CIP is a fluid document that can be amended over time as infrastructure requirements change or funding opportunities become available. Likewise, changing needs and priorities, emergencies, cost changes, and mandates or changes in regulatory requirements may require the CIP to be amended or updated. As new projects are identified and new sources of revenue become available, projects may be added to the annual prioritized funding schedule, while projects that are not fully funded may be deferred until funding becomes available.

CAPITAL IMPROVEMENT PROGRAM IMPLEMENTATION

FUNDING PROJECTS

When a project on the CIP schedule is funded, the Project Manager will assume the oversight responsibilities. This section will highlight the fundamentals of project management. The first phase is to secure professional architectural, engineering, or planning services if appropriate or move forward with in-house services to define the exact scope, detail and cost estimates of a project. The second phase is the actual design of the project. Particularly in the case of very large projects, these phases can typically occur over a multi-year period. This allows for funding to be identified and authorized for the actual construction of a project with fairly accurate engineering cost estimates developed through a typical design process.

DESIGN

The City Engineer or Project Manager will negotiate an engineering services contract for the design of a defined project. Architectural and engineering services contracts are awarded to firms strictly based on the firms qualifications and expertise to perform the work. The selected consultant then submits a schedule of total hours and a scope of services needed to complete the design of the project.

Upon award of a design contract, the selected consultant completes a set of preliminary design plans and submits these plans to the City Engineer. After reviewing the preliminary design, the engineering firm develops right of way and easements documents. The legal descriptions and related documents are transmitted to the Public Works Department for all land, right of way and easement acquisitions necessary before proceeding with the project. The consultant will complete the general conditions and requirements documentation and any remaining technical specifications and then delivers to the City a complete package ready to advertise for construction services. The project is advertised when all land, right-of-way and easement acquisitions are complete.

ADVERTISEMENT AND AWARD

The project is advertised for periods of at least two weeks, depending on the complexity of the project. Each contractor must submit with their bid a bid bond equal to five (5) percent of the contract value and certification of compliance with state prevailing wage regulations. State law requires that all labor by contractors on public improvements must be paid for at prevailing wage rates. When the contract is awarded, the contractor must provide a performance bond, which guarantees the acceptable completion of the project. The majority of construction projects managed though the Public Works Department are unit price contracts, which define a quantity of product at a specific per unit cost. A minority of projects may result in lump sum contracts for the construction of a structure or new facility.

SCHEDULE

The project scope defines a construction duration period from the time a “Notice to Proceed” is issued to the point of substantial completion and final completion. The City Engineer or Project Manager will confer with the contractor to assign a construction schedule to define the development of the project within the allotted time. Consideration is given to the project scope, seasonal issues, procurement schedules, job complexity and other items, which affect the time it takes to complete a construction project. The assessment of liquidated damages is included in construction contracts for failure to meet substantial and final completion dates.

PAYMENTS

As construction of the project proceeds, the contractor will submit to the City Engineer an application for monthly payment based upon the estimated percent of project completion. The City Engineer or Project Manager and consulting engineering firm evaluates the progress and approves an appropriate payment. A percent retainage fee (typically 10 percent) is withheld to assure all tasks are completed before final payment is made.

CHANGES

When something occurs to change the scope of the construction project the contractor will request a change order. A change order is an amendment to the original contract which details the scope and cost of the change. All change orders are processed in accordance with the city’s adopted purchasing policy.

SUBSTANTIAL COMPLETION

When the contractor has delivered a usable product to the community, a request for payment for substantial completion will be made. At this time, a comprehensive inspection is performed by City staff or the engineering consultant and a punch list of outstanding items is prepared. Upon acceptance of substantial completion, the contractor will be fully paid for all work completed on the project less the 10% retainage held back until final acceptance. The punch list items and all deficiencies must be completed before final acceptance of the project, and final payment is made.

FINAL ACCEPTANCE

Final acceptance is realized when the contractor has completed all punch list and items and has provided the City with a maintenance bond (usually one to two years from final acceptance) to cover labor material expenses through this warranty period. At the same time, the resident inspector initiates the completion of “as built” drawing prepared from field records. These records will be delivered to the city. Any un-spent monies authorized for a project will be returned to the CIP fund for reallocation on future projects.

CAPITAL IMPROVEMENT PROGRAM FUNDING

Where Does the Money Come From?

All funding sources that may be used for various capital improvements are reviewed each year. Most of the work to develop the CIP focuses on the balancing of available resources with the identified budget needs. Consideration must be given to legal limitations of debt capacity, as well as the impact of debt issuance on tax rates, and user charges. Financial analysis utilizes staff projections of future bond sales, interest rates, population growth, increases in assessed valuation, user fees, and other variables.

The following is a list of existing funding sources and definitions for each:

General Fund

The General Fund is the general operating fund of the City. It is used to account for all financial resources (assets, liabilities, revenues and expenditures) except those required to be accounted for in another fund. These include the general governmental service such as general administration, public safety, community development, and engineering. It can be and is used to provide funds for programs and projects where shortfalls exist or no other source of revenue is identified.

Motor Fuel Tax Fund

The Motor Fuel Tax Fund is used for the Annual Paving Program and general street maintenance in limited amounts. The source of revenue for this fund is the per capita disbursement of revenues from the State of Illinois from the motor fuel taxes collected statewide.

2015 Water & Sewer G.O. Bond Fund

The 2015 Water/Sewer G.O. Bond Fund contains revenues from the issuance in 2015 of General Obligation Bonds for capital improvements to the Water and Sewer Systems. Though the improvements support the infrastructure of enterprise funds, the revenues to service the bonds are derived from a property tax. The bond proceeds are a non-recurring revenue and can only be used to fund capital improvements within a narrowly defined scope of services.

Water Enterprise Fund

The Water Enterprise Fund covers all expenses related to providing water to the residents and businesses in Kewanee. The main sources of revenue for the Water Enterprise Fund come from:

- Rates and User Fees
- Tap Fees
- Impact Fees

Sewer Enterprise Fund

The Sewer Enterprise Fund covers all expenses related to providing sewer to the residents and businesses in Kewanee. The main sources of revenue for the Sewer Enterprise Fund come from:

- Rates and User Fees
- Tap Fees
- Impact Fees

Non-Home Rule Sales Tax Fund

The Non-Home Rule Sales Tax Fund is funded solely by a ½ cent sales tax for capital improvements which generates approximately \$650,000 per year. Revenues are used to pay the principal and interest on bonds issued in 2012. These payments total approximately \$350,000 per year. The remaining revenues are used for capital improvement items not provided for in the other Funds.

G.O. Bond Funds

The City is authorized to issue General Obligation Bonds payable from ad valorem taxes to finance capital improvements without referendum, in an amount not to exceed 8.625% of Equalized Assessed Valuation. In 2015, the City issued the Water and Sewer Bonds previously discussed. As of October 26, 2016, the City's debt capacity (unissued but available debt under current statutes) was just over \$7 million.

Revenue Bond Funds

The City has the ability to issue revenue bonds for improvements in furtherance of enterprise funds or business-type operations, including but not limited to water and sewer systems, solid waste operations, and public facilities. Revenue bonds generally do not require voter approval and are typically limited in capacity only by the amount of debt that projected revenues are able to service.

ALTERNATIVE FUNDING SOURCES

Tax Increment Financing (TIF)

Tax Increment Financing provides for the capture of the incremental increase in property taxes on real property in designated redevelopment project areas, for a period of up to twenty-three years, in order to fund improvements.

Special Service Area

A Special Service Area (SSA) is a taxing mechanism that can be used to fund a wide range of special or additional services and/or physical improvements in a defined geographic area within a City. This type of district allows the City to establish such areas without incurring debt or levying a tax on the entire municipality. In short, an SSA allows the City to tax for and deliver services to limited geographic areas.

Special Grants from Federal or State Programs

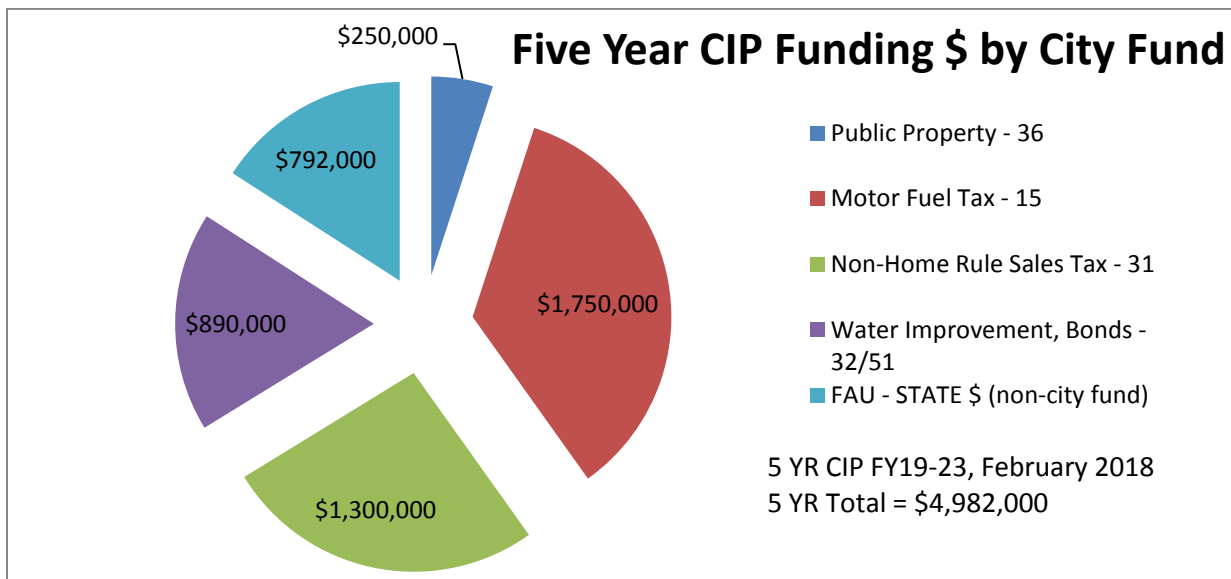
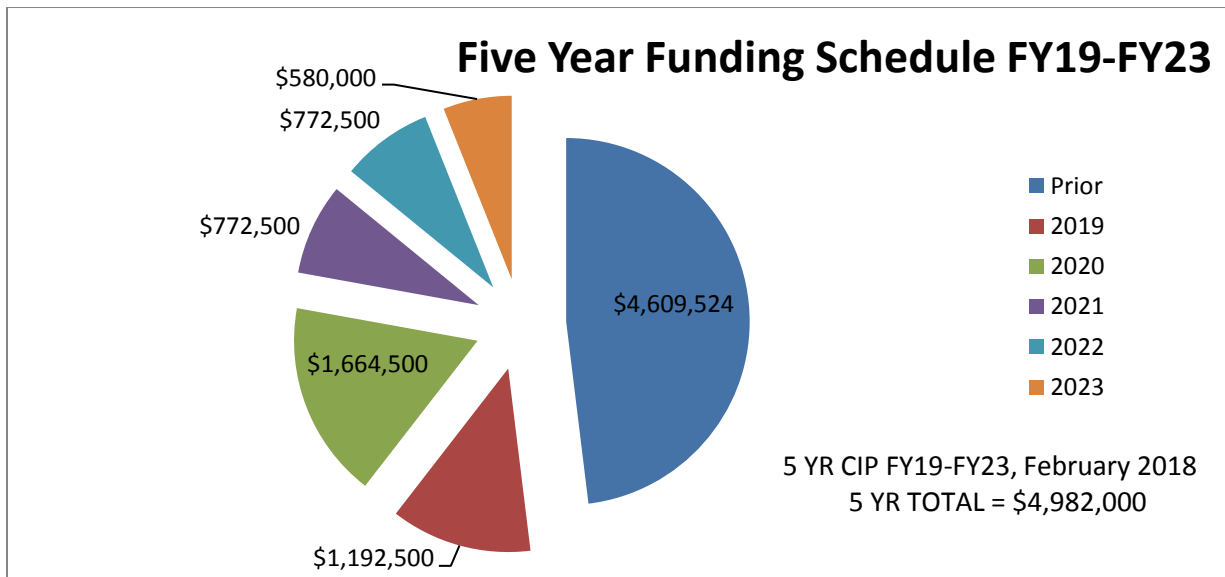
Grants may be received from the federal, state, and county governments. Grants are available for storm water, roads, sewers, parks and public safety equipment.

Federal Community Development Block Grant (CDBG)

The Federal Department of Housing and Urban Development's (HUD) Community Development Block Grant Program is administered by the Illinois Department of Commerce and Economic Opportunity (DECO) through the Community Development Assistance Program (CDAP), and offers grants to Illinois communities to improve local facilities, address health and safety concerns, and improve public infrastructure.

Alternate Revenue Bonds

Alternate revenue bonds or “double-barreled” bonds are essentially revenue bonds issued under the Local Government Debt Reform Act (the “Debt Reform Act”) with the general obligation of the municipality serving as backup security for the bonds. Cities are authorized to use revenue from a municipal enterprise such as, water, sewer, electric, gas, municipal stadiums, etc., or other revenue sources such as, sales taxes, motor fuel taxes, state income taxes, etc., and pledge such revenue sources to the payment of principal and interest on alternate bonds. The intent of the Debt Reform Act is to permit the issuance of the alternate revenue bonds assuming the pledged revenue source is sufficient so that the tax levy relating to the debt service on the alternate bonds does not need to be extended.



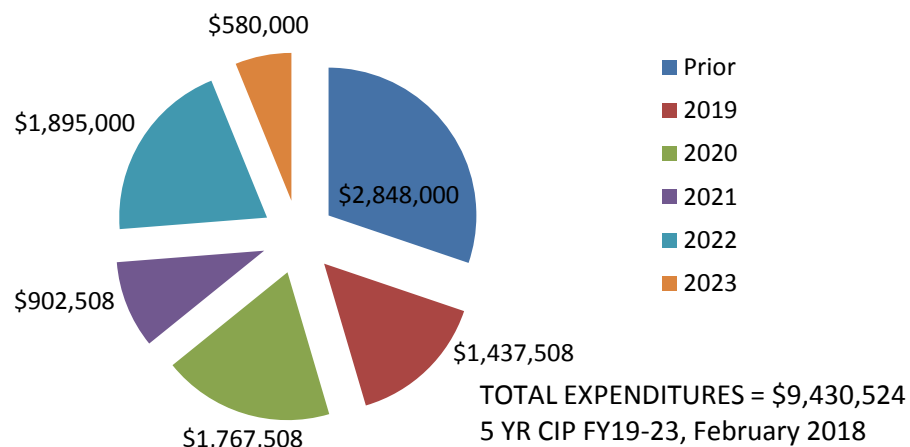
Capital Improvements Plan

CAPITAL PROJECTS FIVE YEAR FUNDING SCHEDULE FY19-FY23 Updated February 2018

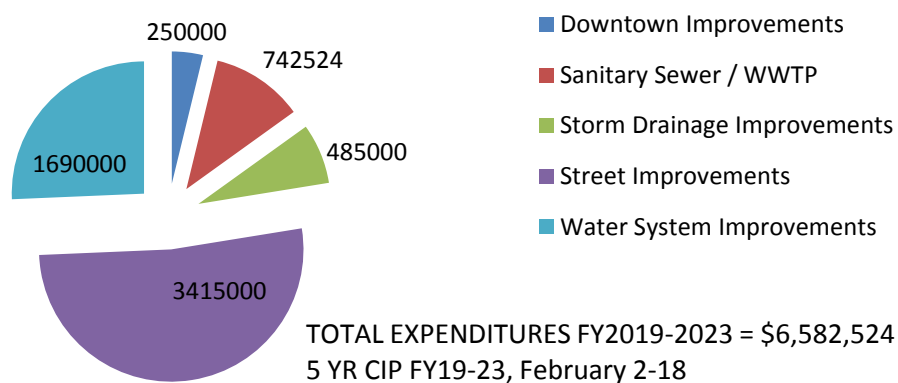
Funding Source	Prior Funds	2019 Funds	2020 Funds	2021 Funds	2022 Funds	2023 Funds	General Project Description
Public Property 36	\$22,000	\$100,000	\$50,000	\$50,000	\$50,000	\$0	Downtown Improvements
33 Sewer	\$1,060,000	\$0 PROJECT	\$0 COMPLET	\$0 ED JULY	\$0 2017	\$0	Clarifier Rehabilitation
33 Sewer 2015 BOND \$	\$1,093,524	\$0	\$0	\$0	\$0	\$0	CIPP Ph 1-4 SEWER RELINING
31 –NHRST	\$295,000	\$0 PROJECT	\$0 COMPLE	\$0 ED SEPT	\$0 2017	\$0	Storm Drainage – Prospect
31-NHRST	\$150,000	\$65,000	\$30,000	\$130,000	\$130,000	\$130,000	Annual Storm Drainage Projects
15-MFT	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	General Maintenance Street Projects
31-NHRST	\$65,000	\$105,000	\$50,000	\$50,000	\$50,000	\$50,000	General Maintenance Street Projects
31-NHRST	\$90,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	Sidewalk Replacement
32 Water 51 Water	\$250,000	\$0	\$80,000	\$80,000	\$80,000		South Water Tower Rehab/Repaint
32 Water 51 Water	\$285,000 \$265,000	\$62,500	\$62,500	\$62,500	\$62,500	\$0	North Water Tower Rehab/Repaint
51-Water	\$219,000	\$0	\$0	\$0	\$0	\$0	R/O Membrane Replacement
32-Water	\$375,0000	\$400,000					Water System Improvements
31-NHRST FAU	90,000	\$60,000	\$200,000 \$792,000				FAU Street Projects
Totals	\$4,609,524	\$1,192,500	\$1,664,500	\$772,500	\$772,500	\$580,000	

CIP FIVE YEAR SCHEDULED EXPENDITURES

CIP Fiscal Year Projected Expenditure Totals



CIP Expenditures by Project Type FY2019 - 2013



CAPITAL PROJECTS
Five Year Projected Expenditures
Updated February 2018

CIP Project	Prior Expense	2019 Expense	2020 Expense	2021 Expense	2022 Expense	2023 Expense	General Project Description
DTSW-17-01	\$22,000	\$100,000	\$50,000	\$50,000	\$50,000	\$0	Streets, Sidewalks
SNS-16-05	\$1,060,000	\$0 PROJECT	\$0 COMPLET	\$0 ED	\$0 JULY	\$0 2017	Clarifier Rehabilitation
SNS-17-01	\$351,000	\$247,508 (II)	\$247,508 (III)	\$247,508 (IV)	\$0	\$0	CIPP PH 1-4
STM-16-03	\$295,000	\$0 PROJECT	\$0 COMPLET	\$0 ED	\$0 SEPT	\$0 2017	Storm Drainage – Prospect
STM-17-01	\$150,000	\$65,000	\$30,000	\$130,000	\$130,000	\$130,000	Storm Drainage – Projects
MFT-19-01	\$415,000	\$515,000	\$400,000	\$400,000	\$400,000	\$400,000	General Maint. Street Projects
STR-17-02	\$90,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	Sidewalk Replacements
WTR-17-25	\$0	\$0	\$0	\$25,000	\$465,000	\$0	South Water Tower Rehab/Repaint
Wtr-17-26	\$0	\$0	\$0	\$	\$800,000	\$0	North Water Tower Rehab/Repaint
WTR-17-28	\$0	\$0	\$0	\$0	\$0	\$0	R/O Membrane Replace.
WTR-17-30	\$375,000	\$400,000	\$0	\$0	\$0	\$0	Water System Improve.
FAU 18-01	\$90,000	\$60,000	\$990,000				East Street Improve.
Totals	\$2,848,000	\$1,437,508	\$1,767,508	\$972,508	\$1,895,000	\$580,000	

PROJECT TITLE:

Annual Downtown Sidewalks, Amenities and Improvements ESPECIALLY THE NEW ELECTRICAL SYSTEM FOR FESTIVALS

CIP PROJECT NO: DTSW – 17 - 01

(REVISED FEBRUARY 12, 2018)

PROJECT TYPE:

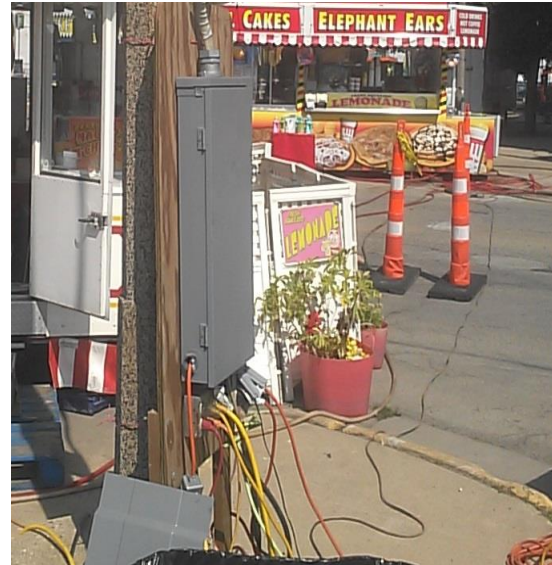
Economic Development

PROJECT DESCRIPTION:

Remove and replace broken sidewalks, Curbs, other amenities and improvements such as lights, benches, streetscapes, etc.

JUSTIFICATION:

There are many areas of the downtown area in dire need of repairs. This annual project will move to improve and enhance the downtown area.



Projected Five-Year (FY) Cost Schedule

Breakdown	Prior	2019	2020	2021	2022	2023	Beyond	Total
Construction	22,000	100,000	50,000	50,000	50,000			272,000
TOTALS	22,000	100,000	50,000	50,000	50,000			272,000

Projected Five-Year (FY) Funding Schedule

Fund Source	Prior	2019	2020	2021	2022	2023	Beyond	Total
36-Public Property Fund	22,000	100,000	50,000	50,000	50,000			272,000
TOTALS	22,000	100,000	50,000	50,000	50,000			272,000

EXPENDITURE FUND NO. 36-72-890 (Public Property)

Capital Improvements Plan

PROJECT TITLE:

Sanitary Sewer Relining PH. 1-4

PROJECT TYPE:

Wastewater

PROJECT DESCRIPTION:

Reline or Cast In Place Pipe (CIPP) various Sanitary Sewer Mains throughout the City.

JUSTIFICATION:

Many of our sanitary sewers are broken and collapsing causing sink holes and accepting massive amounts of infiltration. When it rains the loading on our WWTP can increase five-fold or more, from 2.0 MGD to 10 MGD or more. Based on a previously conducted Sanitary Sewer Evaluation Study, the work was prioritized and broken down into phases 1-4.



Projected Five-Year (FY) Cost Schedule

Breakdown	Prior	2019	2020	2021	2022	2023	Beyond	Total
Constr.PH I	351,000							351,000
Phase II - IV		247,508	247,508	247,500				742,524
		(II)	(III)	(IV)				
TOTALS	351,000	247,508	247,508	247,508				1,093,524

Projected Five-Year (FY) Funding Schedule

Fund Source	Prior	2019	2020	2021	2022	2023	Beyond	Total
2015 Water & Sewer Bond	1,093,524							1,093,524
TOTALS	1,093,524							1,093,524

EXPENDITURE FUND NO. 33 – 49 – 850

Note: Phase I construction started in March, 2017. To be completed in Spring 2018. Phase II will follow spring/summer, 2018.

Capital Improvements Plan

PROJECT TITLE:

Annual Storm Drainage Improvements Program.

PROJECT TYPE:

Storm Drainage

PROJECT DESCRIPTION:

Reconstruct existing storm drainage infrastructure as identified in the City's stormwater master plan. Consulting engineers will assist with design and cost estimating to further refine information contained in the Stormwater Master Plan.

JUSTIFICATION:

Many of the existing storm drains are nearly 100 years old and in poor condition, contributing to flooding of streets and property.

**CIP PROJECT NO: STM 17-01
(REVISED FEBRUARY, 2018)**



Projected Five-Year (FY) Cost Schedule

Breakdown	Prior	2019	2020	2021	2022	2023	Beyond	Total
Plan/Design	20,000			10,000	10,000	10,000		50,000
Construction	130,000	65,000	30,000	120,000	120,000	120,000		585,000
TOTALS	150,000	65,000	30,000	130,000	130,000	130,000		635,000

Projected Five-Year (FY) Funding Schedule

Fund Source	Prior	2019	2020	2021	2022	2023	Beyond	Total
31-NHRST	150,000	65,000	30,000	130,000	130,000	130,000		635,000
TOTALS	150,000	65,000	30,000	130,000	130,000	130,000		635,000

EXPENDITURE FUND NO. 31-71-532(Eng.) / 814(Construction)

Note: Specific projects and priorities will be identified by the City Engineer throughout the year.

Capital Improvements Plan

PROJECT TITLE:

Annual Street Improvement Program

PROJECT TYPE:

Streets

PROJECT DESCRIPTION:

Annual Street General Maintenance Program
Oil/Chip, HMA, Base Repairs, Drainage, etc.
Consulting engineers will assist with development of a Street Master Plan that will help to prioritize street improvements based on classification, condition, and traffic demands.

JUSTIFICATION:

Over half of our locals streets are rated in poor condition and it will take millions of dollars to bring the local streets up to a decent condition.

CIP PROJECT NO: MFT – 19(20,21...) – 01
(REVISED FEBRUARY 2018)



Projected Five-Year (FY) Cost Schedule

Breakdown	Prior	2019	2020	2021	2022	2023	Beyond	Total
Construction	415,000	515,000	400,000	400,000	400,000	400,000		2,530,000
TOTALS	415,000	515,000	400,000	400,000	400,000	400,000		2,530,000

Projected Five-Year (FY) Funding Schedule

Fund Source	Prior	2019	2020	2021	2022	2023	Beyond	Total
15 - MFT	350,000	410,000	350,000	350,000	350,000	350,000		2,160,000
31 - NHRST	65,000	105,000	50,000	50,000	50,000	50,000		370,000
TOTALS	415,000	515,000	400,000	400,000	400,000	400,000		2,530,000

EXPENDITURE FUND NO. 15-41-514(MFT) & 31-71-813(NHRST)

Capital Improvements Plan

PROJECT TITLE:

Annual City-Wide Sidewalk Replacement

PROJECT TYPE:

Streets

PROJECT DESCRIPTION:

Annual City-wide remove and replace sidewalks in residential neighborhoods, especially those to/from schools and parks.

JUSTIFICATION:

Many sidewalks throughout the city are in bad condition due to general age and weathering as well as those areas displaced by tree roots and settlement from water service/sewer lateral repairs.

CIP PROJECT NO: STR 19-02
(REVISED FEBRUARY 2018)



Projected Five-Year (FY) Cost Schedule

Breakdown	Prior	2019	2020	2021	2022	2023	Beyond	Total
Construction	90,000	50,000	50,000	50,000	50,000	50,000		340,000
TOTALS	90,000	50,000	50,000	50,000	50,000	50,000		340,000

Projected Five-Year (FY) Funding Schedule

Fund Source	Prior	2019	2020	2021	2022	2023	Beyond	Total
31 - NHRST	90,000	50,000	50,000	50,000	50,000	50,000		340,000
TOTALS	90,000	50,000	50,000	50,000	50,000	50,000		340,000

EXPENDITURE FUND NO. 31-71-813

Capital Improvements Plan

PROJECT TITLE:

South Water Tower Rehab/Repaint

CIP PROJECT NO: WTR 17-25
(REVISED FEBRUARY 2018)

PROJECT TYPE: (SET-ASIDE)

Water

PROJECT DESCRIPTION:

The South water tower needs a variety of rehabilitation work and a repainting of the exterior. Removal of existing paint is not required at this time.

JUSTIFICATION:

In November 2015 the South Tower was drained, cleaned and inspected by the Utility Services Group. They completed a report detailing the need for a variety of repairs as well as the repainting of the tower's exterior. This tower is about 13 years old and has never had any repairs or repainting work completed.



Projected Five-Year (FY) Cost Schedule

Breakdown	Prior	2019	2020	2021	2022	2023	Beyond	Total
Design/Specs				25,000				25,000
Construction					450,000			450,000
Const. Eng.					15,000			15,000
TOTALS				25,000	465,000			490,000

Projected Five-Year (FY) Funding Schedule

Fund Source	Prior	2019	2020	2021	2022	2023	Beyond	Total
2015 Water & Sewer Bond	250,000							250,000
51 - WATER			80,000	80,000	80,000			240,000
TOTALS	250,000		80,000	80,000	80,000			490,000

EXPENDITURE FUND NO. 32-42-532/850

Note: Prior Bond \$ set aside must be verified. WATER FUND set aside \$ beginning in 2020 will require a rate increase.

Capital Improvements Plan

PROJECT TITLE:

North Water Tower Rehab/Repaint

CIP PROJECT NO: WTR 17-26

(REVISED FEBRUARY 2018)

PROJECT TYPE:

Water (Set Aside)

PROJECT DESCRIPTION:

The North water tower needs a variety of rehabilitation work and a complete paint removal and repainting.

JUSTIFICATION:

In November 2015 the North Tower was drained, cleaned and inspected by the Utility Services Group. They completed a report detailing the need for a variety of repairs as well as the complete re-paint of the tower both inside and out. This tower is over twenty years old and has never had any repairs or repainting work completed.



Projected Five-Year (FY) Cost Schedule

Breakdown	Prior	2019	2020	2021	2022	2023	Beyond	Total
Design/Specs					25,000			25,000
Construction					750,000			750,000
Const. Eng.					25,000			
TOTALS					800,000			800,000

Projected Five-Year (FY) Funding Schedule

Fund Source	Prior	2019	2020	2021	2022	2023	Beyond	Total
51-Water	285,000	62,500	62,500	62,500	62,500			535,000
2015 Water & Sewer Bond	265,000							265,000
TOTALS	550,000	62,500	62,500	62,500	62,500			800,000

EXPENDITURE FUND NO. 32-42-850

Note: Must verify prior set aside from 51 to the Ac. Fund and confirm bond \$ set aside, FY17.

PROJECT TITLE:

R/O Membrane Replacement

PROJECT TYPE: (SET – ASIDE)

Water

PROJECT DESCRIPTION:

Replace membranes in the R/O trains at both water treatment plants.

JUSTIFICATION:

The membranes must be replaced on a periodic basis to function properly. The life of the membranes is a direct function of raw water treated.

Because we have reduced our water losses we are treating about 2/3 the amount of raw water as before, extending the membrane life to as high as twelve years.

CIP PROJECT NO: WTR 17-28
(REVISED FEBRUARY 2018)



Projected Five-Year (FY) Cost Schedule

Breakdown	Prior	2019	2020	2021	2022	2023	Beyond	Total
Construction							800,000	800,000
							(FY 2027)	
TOTALS							800,000	800,000

Projected Five-Year (FY) Funding Schedule

Fund Source	Prior	2019	2020	2021	2022	2023	Beyond	Total
51 - Water	219,000	0	0	0	0	0		219,000
(Set Aside)								
WTP BOND								
T.B.D.							581,000	581,000
							(FY2027)	
TOTALS	219,000	0	0	0	0	0	581,000	800,000

EXPENDITURE FUND NO. 39 – 73 – 890

Note: With the continued reduction in water loss and reduction in finished water production, the membrane filters should last until the WTP bonds are paid off in FY2026.

Capital Improvements Plan

PROJECT TITLE:

Annual City Wide Water System
Improvements Program

PROJECT TYPE:

Water

PROJECT DESCRIPTION:

Replace various sections of Water mains or service lines through out the City. Specific main sections, service lines or WTP equipment will be determined from year to year.

JUSTIFICATION:

Many of the City's water mains are nearly 100 years old and have been breaking on a regular basis. The City's water loss has been as high as 60% in years past and we must reduce this loss.

CIP PROJECT NO: WTR 17-30
(REVISED FEBRUARY 2018)



Projected Five-Year (FY) Cost Schedule

Breakdown	Prior	2019	2020	2021	2022	2023	Beyond	Total
Design		50,000						50,000
Construction	375,000	350,000						725,000
TOTALS	375,000	400,000						775,000

Projected Five-Year (FY) Funding Schedule

Fund Source	Prior	2019	2020	2021	2022	2022	Beyond	Total
32/33 Bond	375,000	400,000						775,000
TOTALS	375,000	400,000						775,000

EXPENDITURE FUND NO. 32-42-532(Eng)/850(Construction)

Note: Specific projects will be selected on a year by year basis. In FY2018 anticipated projects included the rehabilitation of Well #4 (COMPLETED JULY 2017) and a new roof on the NWTP Clearwell (Spring 2018)

Capital Improvements Plan

PROJECT TITLE:

CIP PROJECT NO: FAU 18-01
(REVISED FEBRUARY 2018)

EAST STREET IMPROVEMENTS

South St. – 2nd St.

PROJECT TYPE:

Street - FAU

PROJECT DESCRIPTION:

Repave sections of East Street as needed between South Street and 2nd Street. Appurtenant work includes replacing HC Ramps, curbs, inlet adjustments, etc.

JUSTIFICATION:

Sections of East Street are in very poor shape resulting in A very rough surface and deteriorating surface. This is a FAU Route with high traffic counts.



Projected Five-Year (FY) Cost Schedule

Breakdown	Prior	2019	2020	2021	2022	2023	Beyond	Total
ENG PH I	90,000							90,000
ENG PH II		60,000						60,000
ENG PH III			90,000					90,000
CONSTR.			900,000					900,000
TOTALS	90,000	60,000	990,000					1,140,000

Projected Five-Year (FY) Funding Schedule

Fund Source	Prior	2019	2020	2021	2022	2023	Beyond	Total
NHRST	90,000	60,000	200,000					350,000
FAU \$			790,000					790,000
TOTALS	90,000	60,000	990,000					1,140,000

EXPENDITURE FUND NO. 31-71-532(Eng)/850(Construction)

FAU \$ TO BE PAID DIRECT FROM IDOT

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	February 26, 2018	
RESOLUTION OR ORDINANCE NUMBER	Resolution #5096	
AGENDA TITLE	Consideration of a Resolution to award ambulance billing services	
REQUESTING DEPARTMENT	Fire Department	
PRESENTER	Kevin Shook, Fire Chief	
FISCAL INFORMATION	Cost as recommended:	4% of collections
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To award ambulance billing services to Professional Billing Services	

BACKGROUND	<p>The City of Kewanee has worked with the Henry County Health Dept. (HCHD) since 2000 for ambulance billing services. The terms of the contract have remained the same. Following a call for rescue service, paper copies of emergency run reports are created. The reports are driven to the health department on a weekly basis to for their use for billing. When the health department classifies a bill as uncollectable, it is returned to city hall where our ambulance clerk continues the effort to collect on the outstanding accounts. After the city has completed its efforts, we turn over accounts to a collection agency. HCHD received 5% of funds they collect. The collection agency receives 25% of anything they collect. When the account is deemed uncollectable by all entities involved, the city writes off the balance. Over the past two years, the city's average monthly write off on ambulance bills has been \$5989. Additional expenses to the city are: electronic filing fees to insurance companies, licensing fees of billing software for health department use, and the time and other costs involved in hand delivering reports. Collection rates have decreased over the past few years. While some of this can be attributed to economic decline and governmental delay in payments, it is in the best interest of the City to ensure collections of these fees are pursued to the highest level possible. The current employee, the only person knowledgeable in ambulance billing at the HCHD has a planned retirement date in late April 2018.</p>
SPECIAL NOTES	N/A

ANALYSIS	<p>An RFP for billing services was sent out to address collections, service, and costs. Four proposals were returned. HCHD sent an email stating that they would not be sending a proposal.</p> <p>A staff evaluation committee selected by Chief Shook evaluated and scored the proposals. A spread sheet was created to itemize and compare individual criteria within each firm. The committee reduced the choices to two firms, and Chief Shook performed reference checks, which were all positive. The committee met a second time to review the last two applications and unanimously agree that Professional Billing Services of Orion IL (PBS) would be the best fit for our current needs. PBS offers the lowest commission cost of the proposers (4%) which includes billing software licensing. Other points that PBS came out ahead on compared to the other firm were: a quicker processing time of bills into their system, no outsourced accounts, personal on-site training, 100% uptime of security systems and backups since 1985, quicker response time to questions and calls, and a quicker implementation time that incorporates the transition from the health department. An additional benefit of this firm is that they are located within Henry County and have been previously contacted by HCHD when they had questions in the past. Moline and Rock Island Fire Departments and Galesburg Hospital Ambulance Service are current customers of PBS. If PBS is not able to increase the collection rates, this change will still save the city money with reduced commission and licensing fees. However, after reviewing collection rates of area services that use PBS, I believe PBS has the potential to increase collections <u>up to</u> \$160,000 annually based on 2016 figures after things have fully transitioned to PBS.</p>
PUBLIC INFORMATION PROCESS	<p>The RFP was made available at City Hall and on our website on January 3, 2018. It was also sent directly to eight vendors via email. The Henry County Health Department was hand delivered a copy of the request.</p>
BOARD OR COMMISSION RECOMMENDATION	<p>N/A</p>

STAFF RECOMMENDATION	Staff recommends approval.
PROCUREMENT POLICY VERIFICATION	RFP Issued
REFERENCE DOCUMENTS ATTACHED	RFP issued. Responses include confidential information, so they are available for your review in the City Clerk's office.

RESOLUTION NO. 5096

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PROFESSIONAL BILLING SERVICES FOR AMBULANCE BILLING SERVICES FOR THE CITY OF KEWANEE, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

- WHEREAS, The City of Kewanee advertised and solicited for sealed proposals for ambulance billing services; and
- WHEREAS, Four responses were submitted in response to the City's RFP; and
- WHEREAS, Staff evaluated the proposals received and has determined that Professional Billing Services would be a good fit with the City's needs as it is conducive to our goal of stewardship of public funds; and
- WHEREAS, City staff has recommended acceptance of the proposal from Professional Billing Services, and
- WHEREAS, the City Council finds it to be in the best interest of the City of Kewanee to accept the proposal of Professional Billing Services for ambulance billing services.

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

- Section 1** The proposal of Professional Billing Services is accepted and the City Manager, or designee, is authorized to execute an agreement for ambulance billing services.
- 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 February 2018.

ATTEST:

Melinda K. Edwards, City Clerk

Steve Looney, Mayor

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

	AMB	Professional
Billing Services		
FDCPA	UK	yes
Process within 5 business days	72 hrs	24-36hrs
length of cycle	120 days	UK
outsourced accounts	yes	no
personal contact with patient	no	yes
Tech Standards		
Backup Tools	tape/downtime?	100% uptime since 1985 - 2 hrs if catastrophic
billing software	ESO	ESO
Customer Services		
available 9a - 4p	8:30A-7:30P	8a-5p
Estimated response time	UK	calls handled immediately
Cost	4.42%	4%
Implementation	45 days	21 days
Offer Training	yes	yes - on site - monthly

Ambulance Billing Services For City of Kewanee

**Kewanee Ambulance Service
Provided by:
Kewanee Fire Department**

Request for Proposal

RFP Submission Deadline

4:00pm February 2, 2018



TABLE OF CONTENTS

General Information

- I. Purpose/Overview
- II. Background
- III. Current Billing

INSTRUCTIONS TO PROPOSERS

Selection Process

- I. Evaluation Criteria
- II. RFP Schedule

Scope of Services

- I. Billing Services Contract Requirements
 - a. Billing Services
 - b. Technological Standards
 - c. Customer Service
 - d. Reporting Services
 - e. Other
- II. Exceptions
- III. City of Kewanee Responsibilities
- IV. Contract Budget and Terms

APPENDIX

Appendix A- Kewanee Billing Rates

Appendix B- Billing Data for 2013-2016

General Information

I. Purpose/Overview

The City of Kewanee (hereinafter “the City”) is seeking proposals from qualified billing and data management contractors (hereinafter “contractor”) to provide billing and financial reporting service to The City.

The City currently uses “Firehouse Reporting System” software to generate ambulance PCR’s, these reports are sent to the billing contractor for processing. The City is currently looking into other vendors of ambulance PCR reporting software and reserves the right to change software with proper notice (30 Days) to any contractors prior to doing so. The City currently uses a third party biller to process all bills and payments for emergency services.

II. Background

Located in Henry County, the City of Kewanee encompasses a 6.7 square mile area and is home to 12,916 residents based on the 2010 United States Census. The City is primarily residential and commercial in nature. The City operates under a council-manager form of government as defined by the Illinois Municipal Code. The Mayor and four council members are elected at large to serve four year terms. The City Manager is hired by the Mayor and City Council. The Kewanee Fire Department provides emergency medical services for the residents and visitors of the City of Kewanee and is contracted to provide emergency medical services to the Kewanee Community Fire Department District (an additional 146 Square Miles of rural area). The City operates three ambulances out of two stations, manned 24 hours a day, with the first out ambulance being Advanced Life Support (ALS) level manned by a Paramedic and an EMT. The following two ambulances are licensed at the EMT-Intermediate level. The City plans on upgrading one if not both of these ambulances to the ALS level as soon as more paramedics become trained. Classes are currently in progress to achieve this goal. The fire department is overseen by Fire Chief Kevin Shook.

III. Current Billing

From January 1, 2016 – December 31, 2016 a total of 2107 EMS calls generated 1512 patient transports. This resulted in \$1,300,466.00 in amount billed with \$461,032.03 collected. The payer mix for the City of Kewanee for the same time period was: Medicare 50.83%, Private Insurance 34.91%, Medicaid 7.61%, and Private Pay 6.65%. Call volumes have risen over the past few years with 1670 calls in 2013 to 2107 in 2016. 2017 is trending to be an estimated 1900 EMS call volume year with an average refusal or non-transport rate of 27%. See **Appendix – A** for a complete department billing rate list and **Appendix – B** for the last four years of billing totals.

Instructions to Proposers

Sealed Proposals for the City of Kewanee Ambulance Billing are invited and will be received by the Kewanee Fire Department, 401 East 3rd Street, Kewanee IL 61443 on or before, but not later than 4:00pm local time on Friday February 2nd, 2018. Any late submissions will be considered invalid and will not be considered. Proposals will be opened later for consideration by a panel of reviewers.

Each Proposer shall be required to submit three original signed copies and one digital copy of their proposal in a sealed envelope or box. Sealed envelopes or packages containing proposals shall be marked or endorsed: Proposal for City of Kewanee Ambulance Billing RFP 2018.

Any requests for additional information should be directed to Chief Kevin Shook, at kshook@cityofkewanee.net . Such requests are kindly requested before January 19, 2018.

The City reserves the right to refuse any and all proposals, and to implement any proposal that the City determines to be in the best interest of The City.

Selection Process

I. Evaluation Criteria

- Qualification and experience of the contractor
- Ability to comply with the scope of work
- Reference checks and evidence of past collection rates.
- Adherence to and completeness of RFP as requested

II. RFP Schedule

- Turn in deadline: Friday, February 2nd 2018 at 4:00p.m.
Submit all proposals to:

Kewanee Fire Department
Proposal for City of Kewanee Ambulance Billing RFP 2018.
401 East 3rd Street
Kewanee, IL 61443

- Consideration by City review panel Feb 5-16th with interviews, if necessary, February 19-21st.
- Recommendation to City Council February 26th council meeting
- Projected Implementation start date April 1, 2018
- All dates after the initial turn in date are subject to change.

Scope of Services

I. Billing Services Contract Requirements

A. Billing Services

A.1. Contractor is required to operate an Electronic Billing System for The City that must meet or exceed all federal/state guidelines for Medicare and Medicaid programs and must conform in all respects to all federal, state, and local laws, ordinances and regulations, including all HIPAA requirements.

A.2. Currently, billing codes are not pre-coded on call reports. However, the City bills for: (1) transports, (2) ALS treatment-without transport, (3) refusal of transport with assessment, (4) oxygen, (5) supplies, (6) loaded mileage. The contractor will be expected to verify that claims are billed out at the appropriate level.

A.3. Minimum expectations are as follows:

A.3.1. All invoices must be in compliance with the Fair Debt Collections Practice Act.

A.3.2. Processing of electronic claims within no more than 5 business days of posting patient care reports. Document how claims are billed, electronically or by mail, within 5 business days.

A.3.3. Document the procedures followed for mailing of entire patient records as required by certain insurers and requested by attorneys. Include sample waivers and information the contractor would require from attorneys in order to fulfill requests. Also, indicate any charges for this service.

A.3.4. Document if the contractor's billing software will accommodate the following fees: Finance charges, interest charges, and NSF fees.

A.3.5. Procedures to identify how denied claims are processed.

A.3.6. Medicare Compliance manual. The successful Contractor must keep and maintain a Medicare Compliance Manual that contains, at minimum, current Medicare Fee Schedule, Medicare Rules and Regulations, Medicare Coverage Issues and Documentation Guidelines.

A.3.7. Have certified Medicare encoders on staff.

A.3.8. Show proof of a minimum of \$400,000 in liability insurance

A.3.9. Show evidence of past collection rates and provide a minimum of 3 business references.

B. Technological Standards

B.1. The Contractor will be responsible for providing all equipment, software, usage licenses, and filing charges associated with the billing and collection process at their own expense.

B.2. Minimum Expectations are as follows:

B.2.1 All contractors should provide an overview of their technology used including:

B.2.1.1 Description of hardware and communications environment (server/PC and network hardware description), backup tools used, etc.

B.2.1.2. Description of security platforms and methods used to protect patient privacy.

B.2.1.3. System availability and uptime commitment.

B.2.1.4. Support services and problem reporting procedures.

B.2.2. Indicate what billing software is proposed to be used by the contractor and a layout file detailing billing extract data necessary for the contractor's billing software.

B.2.3. Describe how the contractor would ensure complete and uninterrupted flow of service via back-up systems and/or Data Recovery Plan/System, should disaster occur.

B.2.4. Demonstrate electronic reporting capabilities to provide The City with deposit, receivable and individual patient account information required to run the service.

B.2.5. Contractor's billing and collection software must demonstrate the ability to capture multiple insurance carriers for a single account and match subscriber accounts.

B.2.6. Appropriate privacy and security safeguards in compliance with HIPPA guidelines must be provided to ensure that only authorized personnel have access to patient information.

C. Customer Service

C.1. The City of Kewanee is committed to providing professional, courteous and timely customer service to the patients utilizing our services. The contractor's customer service representatives should be available at a minimum of 9:00a.m. to 4:00p.m., Central Standard Time, Monday through Friday, excluding major holidays via phone, email, and fax.

C.2. Along with these expectations, the minimum expectations are as follows:

C.2.1. The Contractor will provide an estimated response time for inquiries, Including inquiries from citizens, the Fire Chief, and other City Officials.

C.2.2. The Contractor must be able to discuss a means for measuring customer (EMS user) satisfaction relative to the billing process.

D. Reporting Services

D.1. Monthly, and annual reports of the types noted below must be provided to the Fire Chief and Financial Director of the City. All reports shall be submitted electronically either via email or secure FTP server. Reports shall be provided either in MS Excel and/or PDF format.

D.2. Monthly:

D.2.1. Provide monthly batch billing reports sorted by payer and incident number with a breakdown per patient for type of charge.

D.2.2. Monthly balancing report, reconciling the accounts receivable posted activity to a corresponding bank deposit.

D.2.3. The monthly accounts receivable posting report should be sorted by payer type and incident number with a breakdown of charges including the date of service and amount paid along with gross charges billed for that month minus contractual allowances, write-offs (abatement, dismissals, bankruptcies, and settlements), refunds, and payments or monies collected per month.

D.2.4 Monthly outstanding aged accounts receivable report sorted by payer. Report should have four categories- 30, 60, 90, and over 120 days outstanding.

D.2.5. Database report to a collection agency detailing any debt uncollected after 180 days including any patients that do not pay according to Payment Arrangement Letters. Electronic transfer of data shall meet or exceed HIPPA requirements. Report shall include Patient Name, Date of service, patient identification number, whether or not service/transport was medically necessary and insurance payment.

D.2.6. Monthly report of the number of accounts and the dollar amount submitted to the collection agency.

D.2.7. All monthly reports will be submitted by the 10th of each subsequent month.

D.3. Annual: Annual reports shall meet the same requirements and type of reports as monthly reports with the exception that they will have year end totals and follow the City's budget year of May 1st through April 30th. This report will be submitted by the end of business on May 15th of each year to the City Financial Director, and the Fire Chief.

E. Other

E.1. Include a description of any available reports other than those listed in this request that the contractor sees as useful to the City in monitoring and evaluating our

EMS service.

E.2. Discuss willingness to modify reporting requirements and associated cost, if any, throughout the contract term in order to support the City's need for timely development of reports, enhancements, and other changes.

E.3. Additional annual reports may be required as requested by the Finance Department and independent auditing firm.

E.4. Detail how the City personnel will be notified of any reporting delays.

E.5. The Contractor should be able to assist City staff with estimating future billing Revenues; this may include developing revenue forecasting models to be used during the City annual operations budget process. The forecasting model should include appropriate factors and data, such as historical revenue, collection rates, and anticipated changes in billing schedules.

E.6. The Contractor will be required to provide a sample implementation plan with projected timelines, including all scheduled milestones. Identify critical issues that must be satisfactorily addressed to assure this contract will be successfully implemented.

E.7. The contractor will supply a list of all subcontractor arrangements that are utilized in fulfilling the requirements of this RFP and the services provided, to include: subcontractor name, corporate location, contact name and phone number, and an email address.

E.8. The City reserves the right to review and audit all contractors records pertaining to business with the City. Records should be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor of any of its payees pursuant to execution of this contract. This right will remain in effect until 2 years after the date of the final payment by the City to the contractor pursuant to this contract.

E.9. Payment to the contractor will only occur after revenues have been realized, deposited into a City account and verified. Payment will be made on a monthly basis in arrears for services rendered for the previous month. Contractor invoices should be made monthly.

II. Exceptions

- A.** The City requirements are listed in the Scope of Services section. If there are any exceptions to these requirements as defined, explain the exception(s) referencing the requirement outline number.
- B.** An exception will not necessarily eliminate a contractor from consideration by the City.
- C.** If no exceptions are listed, then it is understood by all parties that the contractor has the ability to implement the above requirements as interpreted by the City.

III. City of Kewanee Responsibilities

- A.** The City or its designee will be responsible for program administration and oversight. During implementation and for the term of the agreement, the City will provide a primary contact person who will arrange staff assistance as required. The designated representative must approve all dismissals, abatements, fee waivers, and settlement of bills in writing.
- B.** The City will furnish no material, labor, facilities, or software/hardware license usage fees.
- C.** The City will furnish in a timely manner patient EMS reports to be processed and billed by the contractor.

IV. Contract Budget and Terms

- A.** The City is interested in an incentive-based or percentage-based compensation system. The contractor shall provide any fee structure currently in use with other clients. Identify and explain any reimbursable expense for which reimbursement would be expected in addition to the contract fee. Provide a quote on a 3 year contract with fixed rates for the length of the contract.
- B.** If the City contracts with a non-incumbent vendor, provide details on how outstanding open claims will be handled.
- C.** Any commissions on accounts sent to a collection agency will be based on the amounts collected, less the collection agency fee.
- D.** The contract may be cancelled following 120 days written notice by either party.
- E.** Unless otherwise negotiated prior to the three year term, the contract will automatically renew following the third year of said contract on a year by year extension as written.

Appendix A- Kewanee Billing Rates

BLS Transport	\$700.00
ALS-1 Transport	\$800.00
ALS-2 Transport	\$950.00
Refusal with assessment	\$ 25.00
ALS-1 refusal treated but not transported	\$225.00
Mileage (per loaded mile)	\$ 20.00
Oxygen	\$ 50.00
Supplies	\$ 40.00
Extrication	\$300.00

All rates are the same for residents and nonresidents

Average transport is 1.5 miles with occasional OB calls that average 38 miles loaded.

The City of Kewanee currently does not operate a non-emergency transfer service.

See Appendix B on next page.

Appendix B

Data for 2013-2016

Date of Service Range 01/01/2013-12/31/2013 Call Volume BLS 805 ALS1 395 ALS2 16 Refusal/no patient 454

Transaction Category	Amount Billed	Late Chg/ Rev Adjs	Amount Paid	Amount C/A	Amount B/D	Balance Due	Pct Paid	Pct C/A	Pct B/D
Com Electronic	\$38,885.56	\$599.50	\$25,809.66	\$13,675.40	\$0.00	\$0.00	65.37%	34.63%	0.00%
Commercial	\$64,908.17	\$1,778.14	\$39,670.66	\$22,820.15	\$4,195.50	\$0.00	59.49%	34.22%	6.29%
MDC Electronic	\$383,760.92	\$3,683.14	\$222,909.63	\$163,907.49	\$626.94	\$0.00	57.53%	42.30%	0.16%
Medicaid (IL)	\$167,122.53	\$2,463.96	\$33,640.05	\$133,698.94	\$2,247.50	\$0.00	19.84%	78.84%	1.33%
Medicare	\$1,701.00	\$0.00	\$582.00	\$1,119.00	\$0.00	\$0.00	34.22%	65.78%	0.00%
Patient	\$97,761.82	\$12,580.80	\$22,538.43	\$3,963.93	\$83,740.26	\$100.00	20.43%	3.59%	75.89%
Grand Total	\$754,140.00	\$21,105.54	\$345,150.43	\$339,184.91	\$90,810.20	\$100.00	44.52%	43.75%	11.71%

Date of Service Range 01/01/2014-12/31/2014 Call Volume BLS 792 ALS1 489 ALS2 14 Refusal/no patient 550

Transaction Category	Amount Billed	Late Chg/ Rev Adjs	Amount Paid	Amount C/A	Amount B/D	Balance Due	Pct Paid	Pct C/A	Pct B/D
Com Electronic	\$102,680.31	\$624.06	\$54,036.16	\$48,903.21	\$365.00	\$0.00	52.31%	47.34%	0.35%
Commercial	\$43,282.02	\$2,056.54	\$29,232.46	\$14,959.10	\$1,147.00	\$0.00	64.48%	32.99%	2.53%
MDC Electronic	\$399,718.24	\$2,016.31	\$228,492.67	\$173,241.88	\$0.00	\$0.00	56.88%	43.12%	0.00%
Medicaid (IL)	\$133,542.67	\$817.86	\$27,172.27	\$107,188.26	\$0.00	\$0.00	20.22%	79.78%	0.00%
Medicare	\$550.50	\$0.00	\$278.61	\$276.89	\$0.00	\$0.00	50.61%	50.30%	0.00%
Patient	\$57,871.76	\$4,561.94	\$24,841.02	\$4,008.07	\$33,039.61	\$545.00	39.79%	6.42%	52.92%
Grand Total	\$737,650.50	\$10,076.71	\$364,053.19	\$348,577.41	\$34,551.61	\$545.00	48.69%	46.62%	4.62%

Date of Service Range 01/01/2015-12/31/2015 Call Volume BLS 863 ALS1 754 ALS2 44 Refusal/no patient 487

Transaction Category	Amount Billed	Late Chg/ Rev Adjs	Amount Paid	Amount C/A	Amount B/D	Balance Due	Pct Paid	Pct C/A	Pct B/D
Com Electronic	\$212,739.69	\$1,449.77	\$70,326.03	\$137,437.93	\$0.00	\$6,425.50	32.83%	64.17%	0.00%
Commercial	\$49,148.61	\$2,302.22	\$30,159.53	\$12,844.33	\$772.67	\$7,674.30	58.62%	24.96%	1.50%
MDC Electronic	\$613,156.11	\$3,282.05	\$290,901.49	\$325,380.88	\$0.00	\$155.79	47.19%	52.78%	0.00%
Medicaid (IL)	\$118,888.50	\$345.50	\$21,440.04	\$96,823.96	\$0.00	\$970.00	17.98%	81.20%	0.00%
Medicare	\$908.00	\$0.00	\$0.00	\$0.00	\$0.00	\$908.00	0.00%	0.00%	0.00%
Patient	\$76,947.09	\$3,694.11	\$19,146.83	\$7,890.64	\$46,079.71	\$7,524.02	23.74%	9.78%	57.14%
Grand Total	\$1,071,788.00	\$11,073.65	\$431,973.92	\$580,377.74	\$46,852.38	\$23,657.61	39.89%	53.60%	4.33%

Date of Service Range 01/01/2016-12/31/2016 Call Volume BLS 823 ALS1 676 ALS2 13 Refusal/no patient 595

Transaction Category	Amount Billed	Late Chg/ Rev Adjs	Amount Paid	Amount C/A	Amount B/D	Balance Due	Pct Paid	Pct C/A	Pct B/D
Com Electronic	\$398,744.60	\$1,452.86	\$115,194.91	\$273,856.55	\$0.00	\$11,146.00	28.78%	68.43%	0.00%
Commercial	\$55,302.94	\$1,414.37	\$38,219.66	\$6,372.49	\$0.00	\$12,125.16	67.39%	11.24%	0.00%
MDC Electronic	\$661,008.89	\$1,484.59	\$262,573.69	\$399,175.79	\$0.00	\$744.00	39.63%	60.25%	0.00%
Medicaid (IL)	\$98,911.08	\$0.00	\$14,628.89	\$73,122.19	\$5,180.00	\$5,980.00	14.79%	73.93%	5.24%
Medicare	NO DATA								
Patient	\$86,498.49	\$8,885.19	\$30,414.88	\$7,814.71	\$46,221.01	\$10,933.08	31.89%	8.19%	48.46%
Grand Total	\$1,300,466.00	\$13,237.01	\$461,032.03	\$760,341.73	\$51,401.01	\$40,928.24	35.09%	57.88%	3.91%

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	February 26, 2018	
RESOLUTION OR ORDINANCE NUMBER	Resolution #5097	
AGENDA TITLE	Consideration of a Resolution for the purchase of a new Bobcat E42 Mini Excavator and Trailer to be used by the Public Works Department.	
REQUESTING DEPARTMENT	Fleet Department	
PRESENTER	Kevin Newton, Grounds Maintenance Manager	
FISCAL INFORMATION	Cost as recommended:	\$67,000.00
	Budget Line Item:	39-73-840
	Balance Available	\$80,000.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To approve the purchase of a new Bobcat E42 Mini Excavator with attachments and trailer	
BACKGROUND	The Mini Excavator will provide the Public Works Water and Street Divisions with the means to be more efficient and productive in tasks related to their responsibilities. A mini excavator is able to operate in smaller areas and create less of an impact to its surroundings when compared to a backhoe. A mini excavator can operate around buried utilities safer and more effectively when compared to a backhoe. When combined, these features enable the City of Kewanee to provide a higher level of customer service and save money in operational expense.	
SPECIAL NOTES	N/A	

ANALYSIS

During the last 12 months, the Public Works Dept. has demoed/rented both Yanmar and CAT brand mini excavators to aid in determining what value owning one has on public works operations, as well as to appropriately size a unit and compare brands. After determining that owning a mini excavator will help public works operations be more efficient, productive, and lower operational expense the City released a RFP to purchase one. In response, the City received seven bid proposals. The following results show the brand and the cost of their base machine not including any options or attachments that were provided in their proposals. I've attached a copy of the RFP along with the vendors bid proposals for reference.

- John Deere - \$59,003.00
- Kubota - \$55,400.85
- Takeuchi - \$53,435.00
- CAT - \$52,692.00
- Bobcat - \$51,220.00
- Volvo - \$49,315.00
- Yanmar - \$44,789.39

As stated in the RFP it's the City's desire to purchase the mini excavator that provides the best value not strictly the lowest cost. Value was determined on scores based on how the unit met the City's needs, price, service location, and warranty. Bid proposals were reviewed by Kevin Newton, Rod Johnson, Dale Noble and Victor Kluever. Some proposals were quickly eliminated as they did not meet our minimum requirements outlined in the RFP. For example, they were underpowered, overweight, both, service location in excess of 3 hours away, firsthand experience with questionable operation performance and quality, and limited information provided in the vendors proposal. Eventually proposals were narrowed down to the Bobcat and CAT products. Further evaluation of each units performance specifications and how they meet the City's needs, product quality and features, options, attachments, price, service location, knowledge, experience, and third party testimonials we were able

	<p>to to determine the Bobcat E42 Mini Excavator provides the best value. While the CAT and Bobcat Mini Excavators are both high quality products in manufacturing quality, fit and finish, features, performance, and reliability. It was the Bobcat's more robust boom, which provided increased dump height and dig depth. The ability to handle more attachments with ease giving us more versatility. The Bobcat also provides more digging/working pressure along with lifting capacity. The Bobcat costs approx. \$4000.00 less than the CAT when optioned equally. And the Bobcat vendor is local meaning funds are spent in Henry County. The following is a cost breakdown</p> <ul style="list-style-type: none"> • Bobcat E42 with 18" Bucket, Hydraulic Angle Blade, Hydraulic Thumb, Hydraulic Quick Change and Enclosed Cab - \$51,220.00 • 24" Bucket - \$801.00 • 60" Grading Bucket - \$1356.60 • Power Tilt Knuckle - \$4907.00 • Full 3yr/2000 hour Warranty - \$1657.00 • 17000 GVWR Tilt Trailer \$6590.00 (approx.) • Total \$66,531.60 (approx.) • Under Budget by - \$13,468.40
PUBLIC INFORMATION PROCESS	<p>An RFP titled "Public Works Mini Excavator" was posted on the City of Kewanee's website as well as direct mailed to vendors in our surrounding area. Sealed bids were due and read aloud on February 14, 2018.</p>
BOARD OR COMMISSION RECOMMENDATION	<p>N/A</p>
STAFF RECOMMENDATION	<p>Staff recommends approval.</p>
PROCUREMENT POLICY VERIFICATION	<p>RFP issued as required.</p>

**REFERENCE DOCUMENTS
ATTACHED**

RFP, Bids received.

RESOLUTION NO. 5097

A RESOLUTION AUTHORIZING PURCHASE OF A 2018 BOBCAT E42 MINI EXCAVATOR AND TRAILER TO BE USED IN THE PUBLIC WORKS DEPARTMENT AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, a mini excavator would provide the opportunity for the Public Works Department to be more efficient as it is able to operate in smaller areas and around underground utilities; and,

WHEREAS, City staff has recommended purchase of a new Bobcat E42 Mini Excavator and trailer for this purpose; and,

WHEREAS, the purchase of this equipment was budgeted from capital project set aside in the acquisition fund and budgeted from 39-73-840 in fiscal year 2018; and,

WHEREAS, Proposals were solicited by City staff for a new mini excavator, from five vendors and it was posted on the City website, with proposals received from six vendors, with the results shown in the table below:

Make	Cost
John Deere	\$59,003.00
Kubota	\$55,400.85
Takeuchi	\$53,435.00
CAT	\$52,692.00
Bobcat	\$51,220.00
Volvo	\$49,315.00
Yanmar	\$44,789.39

WHEREAS, City staff has recommended the purchase of the 2018 Bobcat E42 Mini Excavator with attachments and a trailer at a cost not to exceed \$67,000 as the best value.

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

Section 1 The City Manager, or his designee, is hereby authorized to execute the documents necessary to order and purchase the 2018 Bobcat E42 Mini Excavator, attachments and trailer in compliance with the proposal submitted.

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 February 2018

ATTEST:

Melinda Edwards, City Clerk

Steve Looney, Mayor

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



January 31, 2018

The City of Kewanee is accepting sealed proposals for the purchase of a **new hydraulic mini excavator** for use in the Public Works Department. Sealed proposals will be received by the City of Kewanee, 401 East Third Street, Kewanee Illinois 61443, at the office of the City Clerk no later than 12 pm., Wednesday, February 14, 2018, and be publicly opened and read aloud. Sealed proposals will be accepted in person or by mail. Submission of proposals shall be in a sealed envelope to Kevin Newton's attention, and must be **CLEARLY MARKED "PUBLIC WORKS MINI EXCAVATOR"**

It is the intent of the City to act upon these proposals at the February 26, 2018 City Council Meeting. However, the City reserves the right to accept or reject any, or all, proposals; to enter into negotiations with one or more proposers to secure the desired product, and to other wise act in the best interest of the City of Kewanee. The City's desire is to obtain the best value and may or may not award by low bid. Evaluation criteria to be used in the proposal selection is as follows:

- | | |
|----------------------------|-----|
| • Equipment for City Needs | 50% |
| • Price | 30% |
| • Service Location | 10% |
| • Warranty | 10% |

To assist vendors with product specifications in their proposals, vendors may use the Caterpillar Mini Excavator Model 304 E2 CR as a comparison. The City of Kewanee has operational experience with this model and found its size, specifications and options meeting the needs of Public Works operations. Vendors may also submit more than one unit proposal as manufactures may make multiple units meeting our requirements. Vendors are to list the unit's base price with standard features. Vendors are to provide a price of desired optional equipment listed below along with a list of all options available. Vendors are to provide a **"life cycle" cost analyst** of each unit, **standard and optional warranties** as well as an expected delivery date.

MINIMUM SPECIFICATIONS/REQUIREMENTS FOR NEW HYDRAULIC MINI EXCAVATOR

- Diesel, liquid-cooled engine approximately 40 horsepower
- Two speed transmission
- Rubber tracks
- Enclosed cab with heating and air conditioning
- Cab must be a certified roll over protective structure
- Cab must be a certified tip over protective structure
- Indicate tail swing type (zero turn or conventional)
- Hydraulic quick coupler for buckets and attachments.

- Two separate hydraulic circuits: one for hydraulic quick coupler and one for running other functions.
- Boom must swing, not be in a fixed position
- Maximum digging depth not less than 11 feet
- Please indicate max load height.
- Operating weight cannot exceed 10,000 pounds
- Backfill blade/Please indicate if the blade has a float function
- 18 inch bucket
- Hydraulic thumb attachment
- Dual position controls
- Proposed unit or similar must be available for demo if requested.

OPTIONAL EQUIPMENT

- Hydraulic breaker/hammer attachment
- Vibrator/compactor attachment
- Frost ripper
- 2 foot bucket
- Grading/Ditch bucket (please list if the bucket is fixed, mechanical and or hydraulic tilt)
- Articulating backfill blade
- Safety/Warning lights
- Boom mounted lights
- **EXTENDED WARRANTY OPTIONS**
- **SERVICE CONTRACT OPTIONS BASED OFF 500 HOURS PER YEAR**



Bobcat

Product Quotation

Quotation Number: HMM-07445v2

Date: 2018-02-21 11:32:53

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF KEWANEE Attn: KEVIN NEWTON 401 E THIRD ST KEWANEE, IL 61443 Phone: (309) 852-2611	Birkey's Farm Store, Inc., Annawan, IL 407 South East Street Annawan IL 61234 Phone: 309-935-6768 Fax: 309-935-6147	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
E42 T4 Bobcat Compact Excavator 42.7 HP Tier 4 Auto Idle Auto-Shift Auxiliary Hydraulics Selectable Flow with Boom Mounted Flush Face Quick Couplers Cab Forward Standard Display Canopy <ul style="list-style-type: none"> Includes: Cup Holder, Retractable Seat Belt, Suspension Seat with High Back Roll Over Protective Structure (ROPS)- Meets Requirements of ISO 12117-2: 2008 Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000 Control Console Locks Control Pattern Selector Valve (ISO/STD) Dozer Blade with Float	M3213	1	\$37,487.10	\$37,487.10
	Engine/Hydraulic Monitor with Shutdown Fingertip Auxiliary Hydraulic Control Fingertip Boom Swing Control Horn Hydraulic Joystick Controls Rubber Track Two-Speed Travel (with Auto-Shift) Vandalism Protection Work Lights X-Change (Attachment Mounting System) Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty			
A40 Option Package Enclosed Cab HVAC	M3213-P01-A40	1	\$4,990.30	\$4,990.30
	Cloth Suspension Seat Deluxe Display Keyless Start Radio			
Long Arm w/ Enlarged Counterweight	M3213-R03-C02	1	\$1,423.10	\$1,423.10
Hydraulic X-Change (Long Arm)	M3213-R06-C04	1	\$1,098.30	\$1,098.30
Second Auxillary Hydraulics	M3213-R07-C02	1	\$956.20	\$956.20
Hydraulic Clamp Class 4 (Long Arm)	M3213-R08-C09	1	\$1,701.00	\$1,701.00
Travel Motion Alarm	M3213-R11-C02	1	\$199.50	\$199.50
Hydraulic Angle Blade	M3213-R12-C02	1	\$1,792.70	\$1,792.70
Telematics US	M3213-R51-C02	1	\$0.00	\$0.00
18" MX4 XCHG TEETH	7322082	1	\$820.80	\$820.80
Total of Items Quoted				\$50,469.00
Freight Charges				\$751.00
Dealer Assembly Charges				\$0.00
Quote Total - US dollars				\$51,220.00

Notes:

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____

****Prices per the NJPA Contract #042815-CEC. Effective thru 05-19-2019***

****Customer must be a Coop Member to buy off contract – Log onto www.njpacoop.org if not a member to sign up.***

****Terms Net 30 Days. Credit cards accepted.***

****FOB Origin – Prepay and Add to Quote***

****Delivery: 60 to 90 days from ARO.***

****State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.***

****TID# 38-0425350***

****Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078.***

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____





Bobcat

Product Quotation

Quotation Number: HMM-07729

Date: 2018-02-23 10:28:58

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF KEWANEE Attn: KEVIN NEWTON 401 E THIRD ST KEWANEE, IL 61443 Phone: (309) 852-2611	Bill Birkey's Farm Store, Inc., Annawan, IL 407 South East Street Annawan IL 61234 Phone: 309-935-6768 Fax: 309-935-6147	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
Power-Tilt PTX4	7319637	1	\$4,712.00	\$4,712.00
--- Excavator Hose Kit (Check Description)	7331056	1	\$195.00	\$195.00
60" MX4 XCHG GRADING	7333659	1	\$1,356.60	\$1,356.60
48" MX4 XCHG GRADING	7333658	1	\$1,130.88	\$1,130.88
24" MX3 XCHG TEETH	7323530	1	\$801.80	\$801.80
Packer Wheel	6806644	1	\$1,588.40	\$1,588.40
HB980 Hydraulic Breaker with Nail Point	7113421	1	\$5,973.60	\$5,973.60
--- Hose Kit - E32/E35/E42/E45 Long Arm	7180019	1	\$178.60	\$178.60
--- X-Change Mounting Cap - HB880/HB980 and PCF64 plate compactor	7113657	1	\$361.00	\$361.00
PCF34 Plate Compactor (PCF34)	7211623	1	\$3,851.40	\$3,851.40
--- PC Hose Kit, Long Arm	7217834	1	\$148.20	\$148.20
--- X-Change Mounting Cap - HB680 and PCF34 plate compactor	7113656	1	\$349.60	\$349.60

Total of Items Quoted	\$20,647.08
Freight Charges	\$955.00
Dealer Assembly Charges	\$0.00
Quote Total - US dollars	\$21,602.08

Notes:

**Prices per the NJPA Contract #042815-CEC. Effective thru 05-19-2019*
**Customer must be a Coop Member to buy off contract – Log onto www.nipacoop.org if not a member to sign up.*
**Terms Net 30 Days. Credit cards accepted.*
**FOB Origin – Prepay and Add to Quote*
**Delivery: 60 to 90 days from ARO.*
**State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*
**TID# 38-0425350*
**Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078.*

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

February 13, 2018

City of Kewanee
401 E 3rd St
Kewanee, IL 61443-2365

Attention: Mr. Rod Johnson



We are pleased to provide the following proposal for your review:

One (1) New CAT® 304E2 CR Excavator

Includes the following standard equipment and options:

- | | |
|---|--|
| ROPS / TOPS Enclosed Cab | CAT C2.4 Tier 4 Diesel Engine |
| Air Conditioner & Heater/ Defroster | High Ambient Cooling |
| Cab and Boom Work Lights | Automatic Two-Speed Travel |
| High Back, Cloth Suspension Seat | Automatic Engine Idle |
| Left & Right Mirrors | Travel Alarm |
| Hand Control Pattern Changer | 14" Wide Rubber Belt Tracks |
| Control Levers w/ Straight Line Travel | Straight Blade w/ Float Function |
| COMPASS Display & Control Panel | Long Stick with 11'3" Dig Depth |
| CAT Hydraulic Quick Coupler | One-Way / Two-Way Auxiliary Hydraulics |
| CAT 18" Heavy Duty 2.9 ft ³ Bucket | Lifting Eye on Bucket Linkage |
| CAT Hydraulic Thumb | |

Equipment Protection Plan (EPP)

Includes 24-Months / 2,000 SMH Premier EPP.

Selling Price \$ 52,695

- Sales Tax Additional, if applicable.

Availability

Machine is in Inventory, Subject to Prior Sale.

Options;

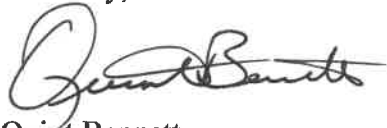
H55E Silence Hammer with Mounting Bracket, Connecting Hoses, Tool	\$8,800
CVP16 Plate Compactor with Mounting Bracket, Connecting Hoses	\$5,800
19" Ripper Shank	\$790
24" Heavy Duty Tooth Bucket 4.2 cubic foot	\$990
47" Fixed Ditch Bucket	\$900
Angle leveling Blade (Priced as added at point of order)	\$3,295
Strobe Light	\$800
Boom Light – Standard Equipment	

Warranty Options

36 Months / 1,500 SMH Powertrain EPP	\$140.00
36 Months / 1,500 SMH Powertrain Plus Hydraulics EPP	\$310.00
36 Months / 1,500 SMH Powertrain + Hydraulics + Technology EPP	\$320.00
48 Months / 1,000 SMH PREMIER EPP	\$580.00

We appreciate the opportunity to submit this proposal, and trust that it will merit your favorable consideration.

Sincerely,



Quint Bennett
Machine Sales Representative
Altorfer Cat



209 E Coming Ave • Peotone, IL 60468 • Office (708) 258-330

February 12, 2018

City of Kewanee

401 E 3rd St

Kewanee, IL 61443

P: (309) 852-2611

www.cityofkewanee.net

Alta Equipment is pleased to provide pricing on a Takeuchi TB240 the unit is equipped as follows:

- Cab w/ heat & AC
- Heavy duty dozer blade w/ float function
- Control pattern change valve
- Auto idle
- Quick coupler
- 18" Bucket
- Two speed travel
- Joystick controls
- 2 way auxiliaries
- Radio
- Thumb
- Std warr: 2 year or 2,00 hours

Our price on this unit is

\$53,435

Options requested in Bid:

- | | |
|---|---------|
| • Hydraulic Breaker/Hammer – Indeco HP500 | \$8,000 |
| • Vibrator/ Compactor- Indeco IHC50 | \$5,420 |
| • Frost Ripper | \$955 |
| • 2 foot (24" digging bucket) | \$920 |
| • 36" Ditching Bucket | \$940 |
| • Articulating backfill blade (angle blade) | \$2,330 |

- Extended warranty options:
 - 3 year or 2,500 hours
 - Premier \$1,240
 - Powertrain& Hydraulics \$925
 - Powertrain \$695
 - 5 Year or 5,000 hours
 - Premier \$3,100
 - Powertrain& Hydraulics \$2,330
 - Powertrain \$1,720
- Service Contract
 - 3 year or 1,500 hours PM Contract \$3,200
 - 5 year or 2,500 hours PM Contract \$5,350

"Life cycle" cost Analyst cannot be completed without more detail- if it is needed please provide exact number of years and hours and it can be generated

Delivery time on this unit is April

Thank you for this opportunity,

Jennifer Kovach

Account Manager

P: (217) 970-0849

E: jennifer.kovach@altaequipetn.com



209 E Coming Ave • Peotone, IL 60468 • Office (708) 258-330

February 12, 2018

City of Kewanee

401 E 3rd St

Kewanee, IL 61443

P: (309) 852-2611

www.cityofkewanee.net

Alta Equipment is pleased to provide pricing on a Volvo ECR40 the unit is equipped as follows:

- Cab w/ heat & AC
- 12" rubber tracks
- Vinyl deluxe seat w/ 3" seat belt
- X1 hydraulics
- Hydraulic quick coupler
- Thumb
- Dozer blade with float function
- Auto idling
- Cup holder
- Long arm 67"
- 18" bucket w/ 4 teeth
- Std warr: 1 year or 2,500 hours

Our price on this unit is

\$49,315

Options requested in Bid:

- Hydraulic Breaker/Hammer – Indeco HP500 \$8,000
- Vibrator/ Compactor- Indeco IHC50 \$5,420
- Frost Ripper \$955
- 2 foot (24" digging bucket) \$535
- Ditching Bucket- 51" .196yd smooth \$560
- Articulating backfill blade (angle blade) \$1,785
- Safety/ Warning Lights :
 - Led flashing beacon \$175
 - Front work light on cabin \$240
 - Rear work light LED \$210
- Boom mounted lights \$505

- Extended warranty options:
 - 3 year or 2,500 hours
 - Premier \$1,105
 - Powertrain, Hydraulics & Components \$805
 - Powertrain& Hydraulics \$760
 - Powertrain \$610
 - 5 Year or 5,000 hours
 - Premier \$2,615
 - Powertrain, Hydraulics & Components \$1,865
 - Powertrain& Hydraulics \$1,760
 - Powertrain \$1,370
- Service Contract
 - 3 year or 1,500 hours PM Contract \$4,000
 - 5 year or 2,500 hours PM Contract \$6,000

Additional Options:

- Radio \$460
- Seat upgrade- Fabric w/ 3" Seat belt \$60

"Life cycle" cost Analyst cannot be completed without more detail- if it is needed please provide exact number of years and hours and it can be generated

Delivery time on this unit 30 days after April

Thank you for this opportunity,

Jennifer Kovach

Account Manager

P: (217) 970-0849

E: jennifer.kovach@altaequipetn.com



Vermeer Sales and Service of Central
1801 179th St North
East Moline, IL 61244
309-696-5306

2/14/2018

Quote #: 00706GFAV-R1

PO #:

Bill To:
City of Kewanee
Kevin Newton
401 East 3rd Street
Kewanee, IL 61443

Ship To:
City of Kewanee
Kevin Newton
401 East 3rd Street
Kewanee, IL 61443

Listed below are the specifications and pricing that you requested on the Vermeer Equipment.

- 1 - Yanmar VIO50, New 2018 with: **\$43,589.39**
Standard Equipment
- 39 HP Yanmar Tier 4 4TNV88C-PBV Diesel Engine
- 2 Speed Travel (Up to 2.9 MPH)
- Rubber Tracks
- Enclosed Cab with Heat and Air
- ROPS (Roll Over Protection Certified)
- OPG (Occupant Protection Guard Certified)
- True Zero Tail Swing
- Standard Hydraulic Quick Attach
- Remote Hydraulics Separate from Hydraulic Quick attach
- Boom Swing to the left or right
- 12' 3" Digging Depth
- 12" 1" Max load height
- 10,792 LBS Operating Weight
- Standard Back Fill Blade (does not have float function)
- Standard Bucket 18"
- Hydraulic Thumb Attachment
- Dual position controls (Excavator style or backhoe style controls)
- Standard Boom mounted Lights
- Digital Smart Assist Control System: Centralized control of machine operation information and maintenance support system.
- ECO & Auto-deceleration Mode Efficiency
- 6'4.5" Overall Width
- (VIPPS) 3 Pumps Combine Flow for Simultaneous Combined Movements
- 4 Year/4,000 Hour Standard Yanmar Limited Warranty. Unit must be inspected yearly or every 1,000 hours whichever occurs first
- 4 Year/4,000 Hour Standard Yanmar Engine Warranty per Engine Manufacturer
- Life Cycle Cost Estimate approximately 250 hours per year \$650

Machine	\$43,589.39
Freight and Prep	\$1,200.00
Taxable Sub	\$44,789.39
Total Due	\$44,789.39

Finance Options with Approved Credit

Monthly Payment

Initials: _____

Approximate Payment on 60 months based on \$0.00 down - \$875.57

Additional Options

1 - Atlas Copco Breaker SBU220	\$9,000.00
	Additional (\$174.00/month)
1 - Atlas Copco Plate Compactor HC150	\$6,000.00
	Additional (\$116.00/month)
1 - Frost Ripper	\$1,480.00
	Additional (\$28.61/month)
1 - 24" Bucket with Teeth	\$1,110.44
	Additional (\$21.47/month)
1 - 36" Ditch Bucket - Fixed	\$1,380.00
	Additional (\$26.68/month)
1 - Articulating Backfill Blade	\$3,108.52
	Additional (\$60.10/month)
1 - Safety/Warning Lights	\$600.00
	Additional (\$11.60/month)
1 - Additional Year of Warranty (total warranty would be 5 years/4,000 hours)	\$1,529.00
	Additional (\$29.56/month)

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by _____ Date _____

I am looking forward to helping you with your equipment needs. If you have any questions please call me at 309-696-5306.

Sincerely,

Andy VanSoelen
Territory Manager
309-696-5306
andy.vansoelen@vermeer-midwest.com



Quote Id: 16768247

Prepared For:
City Of Kewanee

Prepared By: **Thomas Egan**
Martin Sullivan, Inc.
1910 Knox Road
560 East
Galesburg, IL 61401
Tel: 309-342-3188
Fax: 309-342-1415
Email: tegan@martinsullivan.com

Date: 06 February 2018

Offer Expires: 13 February 2018

Confidential



Quote Summary

Prepared For:

City Of Kewanee
113 E 2nd St
Kewanee, IL 61443

Prepared By:

Thomas Egan
Martin Sullivan, Inc.
1910 Knox Road
560 East
Galesburg, IL 61401
Phone: 309-342-3188
tegan@martinsullivan.com

Optional Equipment:

Hydraulic Breaker - \$10,000
Compactor Attachment - Available through specialty supplier
Frost Ripper - Available through specialty supplier
24 Inch Bucket - \$989
Ditch Bucket (Fixed) - \$1,097
Articulating Backfill Blade - \$3,110. must be added when machine is ordered
Safety Lights - N/A
Boom Mounted Lights - Standard and included
Service Contract - N/A
Extended Warranty Options - See Attached Table

Quote Id: 16768247**Created On:** 06 February 2018**Last Modified On:** 08 February 2018**Expiration Date:** 13 February 2018

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 50G Compact Excavator	\$ 82,137.00	\$ 59,003.00 X	1 =	\$ 59,003.00
Equipment Total				\$ 59,003.00

Quote Summary

Equipment Total	\$ 59,003.00
SubTotal	\$ 59,003.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 59,003.00
Balance Due	\$ 59,003.00

Salesperson : X _____**Accepted By : X** _____

**JOHN DEERE****MARTIN—
SULLIVAN**

Selling Equipment

Quote Id: 16768247

Customer: CITY OF KEWANEE

JOHN DEERE 50G Compact Excavator

Hours:

Suggested List

Stock Number:

\$ 82,137.00

Selling Price

\$ 59,003.00

Code	Description	Qty	Unit	Extended
0060FF	50G Compact Excavator	1	\$ 67,990.00	\$ 67,990.00
Standard Options - Per Unit				
3125	Rubber Track	1	\$ 0.00	\$ 0.00
4150	Suspension Seat - Cloth	1	\$ 373.00	\$ 373.00
7110	Standard Arm	1	\$ 0.00	\$ 0.00
8185	ROPS / FOPS Cab	1	\$ 6,121.00	\$ 6,121.00
Standard Options Total				\$ 6,494.00
Dealer Attachments				
AT439375	18 in. (457 mm) Heavy Duty Bucket; 3.6 Cu. Ft. (0.10 Cu. M) (4 TK Teeth Included)	1	\$ 879.00	\$ 879.00
BYT10171	Hydraulic GREY Clamp	1	\$ 1,692.00	\$ 1,692.00
AT452082	Hydraulic Quick Coupler	1	\$ 2,432.00	\$ 2,432.00
Dealer Attachments Total				\$ 5,003.00
Value Added Services Total				\$ 0.00
Other Charges				
	Hydraulic Coupler Installation	1	\$ 1,400.00	\$ 1,400.00
	Freight	1	\$ 450.00	\$ 450.00
	Hydraulic Clamp Installation	1	\$ 550.00	\$ 550.00
	Setup	1	\$ 250.00	\$ 250.00
Other Charges Total				\$ 2,650.00
Suggested Price				\$ 82,137.00
Customer Discounts				
Customer Discounts Total			\$ -23,134.00	\$ -23,134.00
Total Selling Price				\$ 59,003.00

GERMAN-BLISS EQUIPMENT

1-800-SATISFIED

☒ 624 W. Spring Street
Princeville, IL 61559
(309) 385-4316
Fax: (309) 385-2540

☐ 215 Fairlane Drive
East Peoria, IL 61611
(309) 694-3700
Fax: (309) 694-3754

Customer Name CITY OF KEWANEE Date 2/8/2018
Address _____ Customer Phone # _____
City, State, Zip _____ Salesman NICK BLISS

DESCRIPTION	PRICE
KUBOTA KX040 EXCAVATOR 40HP	\$55,485.00
with standard features, 82 inches tall	
9500 lbs, 2 speed trans, enclosed cab with heat and air,	
hydraulic quick coupler for buckets, 2 hydraulic circuits	
rubber tracks, digging depth 11'5" float angle blade	
18" bucket, hydraulic thumb attachment, dual position controls	
OPTIONAL EQUIPMENT!!!!!!	TOTAL
24" BUCKET	\$23,244.00
HYDRAULIC HAMMER	\$1,099.00
VIBRATOR	\$7,995.00
GRADING BUCKET	\$5,850.00
FROST RIPPER	\$3,700.00
INSTALL	\$2,100.00
	\$2,500.00

TRADE-IN	ALLOWANCE
Extended Warranty	
1 year	950.00
2 year	3500.00
SUBTOTAL:	

MISCELLANEOUS
Sales Tax AG Exempt?: No
Extended Warranty
License & Title
Filing/Doc Fees
Delivery Charges
TOTAL

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	February 26, 2018	
RESOLUTION OR ORDINANCE NUMBER	Ordinance #3921	
AGENDA TITLE	Consideration of an ordinance updating the Plumbing Code adopted by the City to the current edition.	
REQUESTING DEPARTMENT	Community Development	
PRESENTER	Keith Edwards, Director of Community Development	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To update the wording in our current ordinance to adopting the recurrent use of the current state plumbing code.	
BACKGROUND	As I have been working on the ISO review and working through the Building Code Effectiveness Grading Schedule (BCEGS) Questionnaire, which is used to determine our ISO score, I discovered that our adoption of the building codes and other codes adopted by the City have the wording "current edition" written within the ordinances. Our Plumbing Code does not contain this language.	
SPECIAL NOTES	N/A	

ANALYSIS	The City has been operating requiring the installation of plumbing fixtures per the current at that time edition of the plumbing code for many years. By changing this language, it simply updates the ordinance to match our current practice, indicating our use of the most up to date plumbing code.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends passing the ordinance.
PROCUREMENT POLICY VERIFICATION	N/A
REFERENCE DOCUMENTS ATTACHED	Updated Plumbing Code §150.030.

ORDINANCE 3921

ORDINANCE UPDATING SECTION 150.030 OF THE CITY CODE UPDATING THE PLUMBING CODE ADOPTED BY THE CITY PERPETUALLY TO THE CURRENT EDITION, AND DECLARING THAT THIS ORDINANCE IS EFFECTIVE IMMEDIATELY.

WHEREAS, the Illinois State Plumbing Codes are updated on occasion; and

WHEREAS, the City of Kewanee has adopted the use of the current edition of the Illinois State Plumbing Codes; and

WHEREAS, it is necessary for the City Code to reflect the current edition of the plumbing codes being utilized.

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

Section 1 The City Council hereby amends Chapter §150.030 of the City Code by inserting text shown as underlined and omitting text shown as ~~striketrough~~ as follows:

§ 150.030 ADOPTION OF CODE BY REFERENCE.

(A) There is hereby adopted by the City Council for the purpose of prescribing regulations governing conditions hazardous to life, property and otherwise, that certain code known as the Illinois State Plumbing Code, current edition (1993), ~~three copies~~ a copy of which shall be on file with the City Clerk.

Section 2 This ordinance 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 February 2018.

ATTEST:

Melinda K. Edwards, City Clerk

Steve Looney, Mayor

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

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	February 26, 2018	
RESOLUTION OR ORDINANCE NUMBER	Resolution # 5098	
AGENDA TITLE	Consideration of a Resolution to authorize the City Manager, City Clerk, and City Attorney to acquire the rights to land, purchase a building, and contract for services or arrange for volunteers that are necessary and proper for establishing a new city pound.	
REQUESTING DEPARTMENT	Facilities, Engineering, Police, and Administration	
PRESENTER	Multiple	
FISCAL INFORMATION	Cost as recommended:	Not to Exceed \$75,000
	Budget Line Item:	01-21-539
	Balance Available	\$75,000 w/included amendment
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Authorizes the purchase of a building to establish a new animal pound.	
BACKGROUND	Staff has spent a considerable amount of time during the past two weeks trying to develop an alternative that will be acceptable for a new pound facility. We believe that a purpose built facility can be completed at a lower cost than repurposing an existing facility with the right building materials and design. The proposed plan can be executed quickly, will provide an aesthetic facility in a location that is well suited for such a use.	
SPECIAL NOTES	N/A	

ANALYSIS	The proposed purpose built facility can be constructed at a lower cost than we can acquire and renovate an existing structure. Two viable options exist for an interim facility until such time as the proposed facility is constructed.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval
PROCUREMENT POLICY VERIFICATION	Special conditions/circumstances make this a sole source procurement.
REFERENCE DOCUMENTS ATTACHED	

RESOLUTION NO. 5098

A RESOLUTION AUTHORIZING THE CITY MANAGER, CITY CLERK, AND CITY ATTORNEY TO ACQUIRE THE RIGHTS TO LAND, PURCHASE A BUILDING, AND CONTRACT FOR SERVICES OR ARRANGE FOR VOLUNTEERS THAT ARE NECESSARY AND PROPER FOR ESTABLISHING A NEW CITY POUND, AND DECLARING THAT THIS ORDINANCE SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, The City has been requested to vacate the current location of the City Animal Pound; and,

WHEREAS, staff has identified the purchase of a building from American Steel as an ideal structure for the new animal pound facility for the City; and,

WHEREAS, the City Council finds it in the best interest of the community to purchase said building, acquire the rights to land, and contract for services or arrange for volunteers that are necessary and proper for the establishment of the new animal pound facility; and

WHEREAS, the City Council finds it necessary to amend the Fiscal Year 2017-2018 municipal budget established on May 8, 2017 by Resolution 5049 in order to execute this purchase.

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

Section 1 The City Manager, City Attorney, and City Clerk are authorized to execute the necessary documents to purchase the building, obtain rights to land, and contract for services or arrange for volunteers that are necessary and proper for the establishment of the new city pound and make payments as needed, provided all such payments in total do not exceed \$75,000.

Section 2 The budget line item shown in Section 3 hereof shall be, and hereby is amended as shown below.

Section 3

General Fund		01-21	Current Amount	Amended Amount
539	Animal Control		\$32,000	\$107,000

Expense Change + / (-) +\$75,000

Increased to provide an adequate amount to cover the costs of the land purchase from the Fund balance of the General Fund.

Section 4 Except for the amendments contained in Section 3 hereof, the remainder of the fiscal year 2017-2018 municipal budget shall remain unchanged and in full force and effect.

Section 5 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 February 2018.

ATTEST:

Melinda Edwards, City Clerk

Steve Looney, Mayor

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