



**CITY COUNCIL MEETING**

*Council Chambers*

401 E Third Street

Kewanee, Illinois 61443

**Closed Meeting starting at 6:00 p.m.**

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

**Monday February 10<sup>th</sup>, 2025**

Posted by 7:00 p.m. February 7, 2025

1. Roll Call
2. Closed Session to discuss Personnel Section 2(c)(1), Sale or Lease of Real Estate Section 2(c)(6), and Discussion of Closed Meeting Minutes Section 2(c)(21)
3. Roll Call
4. Consent Agenda
  - a. Approval of Minutes
  - b. Payroll
  - c. Staff Reports
5. Payment of the bills
6. Public Comments
7. New Business
  - a) **Audit Presentation:** James Webb, Director of Finance
  - b) **Bill 25-12** Ordinance amending Chapter 153: Sign Regulations established in the City of Kewanee Code of Ordinances.
  - c) **Bill 25-13** Ordinance amending Chapter 155: Zoning Code established in the City of Kewanee Code of Ordinances
  - d) **Bill 25-14** Resolution authorizing the City Manager to execute a lease agreement with the Henry County Humane Society for the lease of real property located on South Fisher Ave.
  - e) **Bill 25-15** Resolution authorizing the City Manager to execute an agreement with Peerless Well & Pump for emergency repairs to Well #1.
  - f) **Bill 25-16** Resolution authorizing the Mayor, City Manager, City Attorney, and City Clerk to execute a power purchase agreement and other documents that are necessary and proper in the procurement of solar energy for municipal facilities owned by the City of Kewanee.
  - g) **Discussion Only:** Text My Gov
8. Council Communications
9. Announcement
10. Adjournment

**The January 27th, 2025, Council Meeting was called to order at 6:20pm. Councilmembers Faber and Baker were present along with Mayor Moore, City Manager Gary Bradley, City Attorney Zac Lessard, and City Clerk Kasey Mitchell. Councilmembers Colomer and Komnick were not present.**

A request from Councilmember Colomer was made to join electronically due to conflicts with his work schedule. A motion to approve the electronic attendance was made by Councilmember Baker and seconded by Councilmember Faber. Motion passed 3-0 and Councilmember Colomer joined the meeting via phone.

**A motion to go into Closed Session to discuss Personnel Section 2(c)(1), Sale or Lease of Real Estate Section 2(c)(6), and Litigation Section 2(c)(11) was made by Councilmember Baker and seconded by Councilmember Faber. Motion passed 4-0.**

**A motion to adjourn to Regular Session was made by Councilmember Baker and seconded by Councilmember Faber. Motion passed 4-0. Closed session adjourned at 6:42pm.**

**The January 27th, 2025, Council Meeting to order in the Council Chambers at 7:00pm. Councilmembers Faber and Baker were present along with Mayor Moore, City Manager Gary Bradley, City Attorney Zac Lessard, and City Clerk Kasey Mitchell. Councilmembers Colomer and Komnick were absent.**

The Pledge of Allegiance was recited, followed by a moment of silence for our troops.

**The Consent Agenda was presented with the following items:**

- A. Minutes from the Council Meeting on January 13, 2025.
- B. Payroll for the pay period ending January 11<sup>th</sup> in the amount of \$235,797.45.
- C. Staff Reports
- D. Bock Report

**A motion to approve the consent agenda items was made by Councilmember Faber and seconded by Councilmember Baker. Motion passed 3-0.**

**Bills for January 27<sup>th</sup> Council Meeting were presented in the amount of \$748,179.01. A motion to approve payment of the bills was made by Councilmember Baker and seconded by Councilmember Faber. Discussion: Councilmember Baker asked about the**

**Public Comments:** *None*

### **New Business:**

- A. Presentation: Water System Project Planning Rate Study from CMT/Raftelis**  
*For many years and many administrations, as far as water lines, infrastructure and wastewater treatment, the can has been kicked down the road repeatedly. The can has gone as far as it can go, and we are in position where repairs and changes must be made for current and future stability. The cost for decades of deferred maintenance is proving to be quite high as we will hear in a presentation presented by CMT and Raftelis.*



Representatives from the two companies gave a presentation on the needs and recommendations for upgrades regarding our water infrastructure which includes new wells, main upgrades, and upgrades to the water and wastewater treatment plant. Then Council was given suggestions on how to pay for these improvements which include an increase in the water rates.

- B. Consideration of Bill 25-02:** Ordinance granting a request for variance to Troy Currie of 830 Cole St, Kewanee, IL.

*A request for a variance made by Troy Currie. Currie is requesting a building 4'4" higher than allowed by city ordinances.*

**A motion to approve was made by Councilmember Faber and seconded by Councilmember Baker. Discussion: None. Motion passed 3-0.**

- C. Consideration of Bill 25-03:** Ordinance granting a Special Use Permit to Freedom House Inc. for property located at 716 Elliot St. in the City of Kewanee.

*A special use permit has been requested by Freedom House for property they recently obtained on Elliott St. They would like to remodel the building and use it for a shelter facility for domestic and sexual abuse victims.*

**A motion to approve was made by Councilmember Baker and seconded by Councilmember Faber. Discussion: None. Motion passed 3-0.**

- D. Consideration of Bill 25-04:** Resolution authorizing the City Manager to sign an agreement with Festive Fright Lights for installation, take down, and storage of City-owned holiday lights.

*Over the last two years we have purchased new holiday decorations for the downtown area of Kewanee. This is a resolution to have those decorations put up, taken down, maintained and stored each year.*

**A motion to approve was made by Councilmember Baker and seconded by Councilmember Faber. Discussion: Audience member Adam Cernovich asked why a three-year contract was chosen over the five-year option. City Clerk Mitchell stated that she felt it was the best length of time to work with a new company and not potentially be stuck in a longer contract if things didn't work out. Motion passed 3-0.**

- E. Consideration of Bill 25-05:** Resolution authorizing the City Manager to execute a Public Service Agreement with the Friends of Woodland Palace at Francis Park for fundraising and historic preservation services and activities.

*Friends of Woodland Palace at Francis Park are seeking to partner with the city for the preservation of Fred Francis' home at Francis Park. The home and surrounding property were left to the city by Francis. The city has every desire to maintain the home for future generations to share, learn and enjoy.*

**A motion to approve was made by Councilmember Baker and seconded by Councilmember Faber. Discussion: None. Motion passed 3-0.**

- F. Consideration of Bill 25-06:** Ordinance amending Chapter 78: Schedule I Parking Restrictions in Specified Places, of the Kewanee City Code of Ordinances.

*This was a discussion item during our last council meeting.*

**A motion to approve was made by Councilmember Faber and seconded by Councilmember Baker. Discussion: None. Motion passed 3-0.**

- G. Consideration of Bill 25-07:** Ordinance to repeal Chapter 91.25: License Required: Dogs and Cats, of the Kewanee City Code of Ordinances.  
*If passed, the ordinance will repeal ordinance 91.25 requiring pets to be licensed with the city. We had hopes funds generated by these fees would assist with animal control.*  
**A motion to approve was made by Councilmember Faber and seconded by Councilmember Baker. Discussion: None. Motion passed 3-0.**
- H. Consideration of Bill 25-08:** Ordinance to amend Chapter 91: Animals, Chapter 99: Drug Paraphernalia, Chapter 134: Offenses Against Public Morals, and Chapter 137: Weapons of the Kewanee City Code of Ordinances.  
*This also was a discussion item at our last council.*  
**A motion to approve was made by Councilmember Baker and seconded by Councilmember Faber. Discussion: None. Motion passed 3-0.**
- I. Consideration of Bill 25-09:** Ordinance amending Chapter 151: Electrical Regulations, established in the City of Kewanee Code of Ordinances.  
*This is the third discussion item from our last council meeting.*  
**A motion to approve was made by Councilmember Faber and seconded by Councilmember Baker. Discussion: None. Motion passed 3-0.**
- J. Consideration of Bill 25-10:** Resolution authorizing the City Manager to execute a side letter of agreement to the existing Collective Bargaining Agreement with International Association of Fire Fighters Local 513.  
*The city has a collective bargaining agreement with the International Association of Fire Fighters Local 513. At times, it becomes necessary, with agreement of both parties, to make changes or additions that are covered with a side letter of agreement.*  
**A motion to approve was made by Councilmember Faber and seconded by Councilmember Baker. Discussion: None. Motion passed 3-0.**
- K. Consideration of Bill 25-11:** Resolution authorizing the execution of an Agreed Order regarding the transfer station.  
*The State of Illinois alleged violations at our transfer station. After meeting with the state and discussing the state's concerns, an Agreed Order was established to address those concerns and prevent others from arising.*  
**A motion to approve was made by Councilmember Baker and seconded by Councilmember Faber. Discussion: None. Motion passed 3-0.**
- L. Discussion Only:** Ordinance Chapter 153 Review  
*This is a discussion item of Chapter 153 of the City Ordinances, dealing with signs.*  
**Director of Community Development Keith Edwards stated that this edit cleans up the chapter significantly and puts everything in one place while deleting anything redundant. Council agreed to the changes and asked that it be brought for a vote at the next meeting.**
- M. Discussion Only:** MHP Water/Sewer  
**The previous receiver, Shapiro, has been removed and new one, L&B All Star Management, has been put into place. They have already been on site and started the clean-up. The City will continue to work with them on what needs to be taken**

care of.

**Council Communications:**

**Faber:** Reminder to watch for kids outside when the weather is nicer. There is an issue with a sidewalk near Beach and Rockwell. He wanted to know who was going to take care of it. City Manager Gary Bradley said he would look at the issue this week.

**Baker:** Tonight, they approved an agreement with Festive Fright Lights. He has personally worked with this company and has nothing but good things to say about them.

**Mayor's Communications:** He congratulated the KHS Theater Department on another great performance. Last weekend they performed the musical Mean Girls.

**Announcements:** *None*

**A motion to adjourn to adjourn was made by Councilmember Baker and seconded by Councilmember Faber. Discussion: None. Motion passed 3-0 and the meeting was adjourned at 8:17pm.**

Prepared by: \_\_\_\_\_  
Kasey Mitchell, City Clerk

# Case Activity Report

01/01/2025 - 01/31/2025

Case #	Case Date	Complaint Description	Owner Name	Parcel Address
250030	1/31/2025	TV by road of over 1 week	KOEHLER, MARK A	920 N VINE ST
250031	1/31/2025	Illegal burn pile	WALLGREN, JENNIFER R, ARTHUR L & BETTY J	418 N WEST ST
250032	1/31/2025	Used stove on side yard for	VANSTADEN, SANDRA	339 5TH AVE
250029	1/28/2025	Mattress and other debris	RUIZ, ALVARO	732 S MAIN ST
250027	1/27/2025	Dryer covered by plastic outside for weeks	JACKSON, JACKIE & GEORGE M	600 E 8TH ST
250028	1/27/2025	Indoor furniture outside for	WOOD, JEFFREY A	721 HARBOUR ST
250017	1/23/2025	Mobile Home Parks Maintenance	M. SHAPIRO REAL ESTATE GROUP	1119 LAKE ST
250018	1/23/2025	Mobile Home Parks Maintenance	M. SHAPIRO REAL ESTATE GROUP	801 COLE ST
250019	1/23/2025	Mobile Home Parks Maintenance	M. SHAPIRO REAL ESTATE GROUP	804 COLE ST
250020	1/23/2025	Mobile Home Parks Maintenance	M. SHAPIRO REAL ESTATE GROUP	1708 E 7TH ST
250021	1/23/2025	Mobile Home Parks Maintenance	M. SHAPIRO REAL ESTATE GROUP	1700 E 7TH ST
250022	1/23/2025	Mobile Home Parks Maintenance	M. SHAPIRO REAL ESTATE GROUP	E LAKE ST
250023	1/23/2025	Mobile Home Parks Maintenance	M. SHAPIRO REAL ESTATE GROUP	829 W 6TH ST
250024	1/23/2025	Mobile Home Parks Maintenance	M. SHAPIRO REAL ESTATE GROUP	612 N ADAMS ST
250025	1/23/2025	Mobile Home Parks Maintenance	M. SHAPIRO REAL ESTATE GROUP	619 N WASHINGTON ST
250026	1/23/2025	Mobile Home Parks Maintenance	M. SHAPIRO REAL ESTATE GROUP	601 N WASHINGTON ST
240779	10/17/2024	living in camper in residential zoning.	TRIMMER, RONALD F & MARY E	602 STOKES ST
250016	1/16/2025	Junk, debris and inop truck	CROWE, CHESTER A	630 N WALNUT ST

240329	5/7/2024	Debris piled in front of garage and in back yard	COOK, ROBERT L & PAMELA	720 N ELM ST
250014	1/10/2025	Washer, dryer and misc debris	SMITH, THOMAS A	318 E PROSPECT ST
250015	1/10/2025	Indoor wooden bed outside	CANO, LUZ	306 E PROSPECT ST
250010	1/9/2025	Excessive debris	DULLA, DAVID D & STACH, KOLE R	506 E 7TH ST
250011	1/9/2025	couch outside	TUMBLESON, MICHAEL	711 N BURR BLVD
250012	1/9/2025	Washer or dryer outside	GAMBOA, JUANA	806 N ELM ST
250013	1/9/2025	IPMC Plumbing & Sewer leaking on open ground.	M. SHAPIRO REAL ESTATE GROUP	829 W 6TH ST
250008	1/7/2025	SUV parked in front yard flat tire and no valid tag	FRISBY, BRYANT E & BRIANA M	523 WHITNEY AVE
250009	1/7/2025	Couch in front yard with snow on it	SIX, R EDWARD & LINDA K	101 N BURR BLVD
250005	1/6/2025	Indoor chair and box outside	MCCLEAN, CHELSEA L & IMES, WILLIAM E	120 E 6TH ST
250006	1/6/2025	Indoor chair outside on porch	OSMANI, DZELIL	713 MADISON AVE
250007	1/6/2025	Indoor couch outside on porch	PARKS, VERNON R, JR & GLYNIS I	610 E 5TH ST
250004	1/3/2025	Semi being parked in	GUERRERO, INDOLFO	514 PERKINS ST
250001	1/2/2025	Indoor couch and misc debris	TOSSELL, COLT J	1213 ROSEVIEW AVE
250002	1/2/2025	Inoperable pickups	CHARLET, EARL LEE	1215 ROSEVIEW AVE
250003	1/2/2025	Indoor furniture outside by	SMITH, CHARLES W SR	103 S COTTAGE ST

Total Records: 34

2/5/2025

# Monthly Permit Report

01/01/2025 - 01/31/2025

Permit Date	Permit Type	Parcel Address	Description	Project Cost	Class	Total Fees	Enterprise Zone
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## Group: Building

1/29/2025	Building	334 PERKINS	Roof Mounted Solar Array	50,000	Residential	\$360.00	No
1/29/2025	Building	830 COLE ST	44' x 48' Post frame accessory structure.	80,000	Residential	\$418.40	No
1/23/2025	Building	622 E 3RD ST	Roof Mount Solar Array	13,634	Residential	\$118.00	Yes
1/2/2025	Building	133 E	Ground Mount Solar Array	20,129	Residential	\$50.00	Yes
1/2/2025	Building	133 E	Ground Mount Solar Array	75,516	Residential	\$392.00	Yes
						<b>\$1,338.40</b>	

Group Total: 5

## Group: Electrical

1/30/2025	Electrical	112 N	NEW WIRING FOR NEW SHOP	5,000	Business	\$50.00	Yes
1/29/2025	Electrical	334 PERKINS	Roof Mounted Solar Array	500	Residential	\$50.00	No
1/29/2025	Electrical	830 COLE ST	Electrical for 44' x 48' Post frame accessory	2,500	Residential	\$50.00	No
1/27/2025	Electrical	301 HILLSIDE	Install a home Standby generator and an	9,775	Residential	\$50.00	No
1/23/2025	Electrical	720 E	installing outlets for the dryer and bathroom.	2,500	Residential	\$50.00	No
1/23/2025	Electrical	622 E 3RD ST	Roof Mount Solar Array	3,409	Residential	\$50.00	Yes
1/14/2025	Electrical	136 DWIGHT	upgrading service from 60 AMP to 200 AMP	2,000	Residential	\$50.00	No
1/6/2025	Electrical	115 E	Wiring a new paint booth	1,000	Business	\$50.00	Yes
1/2/2025	Electrical	517 E 2ND ST	Replace electrical service	1,900	Business	\$50.00	Yes
						<b>\$450.00</b>	

Group Total: 9

## Group: Plumbing

1/28/2025	Plumbing	521	WATER HEATER	1,625	Residential	\$20.00	No
1/28/2025	Plumbing	8348 E 2600	WATER HEATER	1,613	Residential	\$0.00	
1/15/2025	Plumbing	148 W	WATER HEATER	1,327	Residential	\$20.00	Yes
1/14/2025	Plumbing	404 FRANKLIN	WATER HEATER	1,360	Residential	\$20.00	No
1/13/2025	Plumbing	726 ROSE ST	WATER HEATER	1,377	Residential	\$20.00	No
						<b>\$80.00</b>	

Group Total: 5

						<b>\$1,868.40</b>	
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Total Records: 19

2/5/2025



**City Of Keweenaw**  
**401 East Third Street - Keweenaw IL 61443-2365**  
**AP Invoices - Warrant List V1 (No Payroll) -**

Registered Payments Between 1/28/2025 to 2/10/2025 - Reg Between 1 to 99999

Invoice #	Vendor #	Name	Trans Code	Trans Date	Due Date	Amount
<b>38455506</b>	<b>ACC04</b>	<b>ACCESS SYSTEMS</b>	<b>BI</b>	<b>01/31/25</b>	<b>02/10/25</b>	<b>\$205.17</b>
<b>-Payment ID- 90000577</b>	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$205.17	
	01-22-537	Fire Copier		\$82.07		
	01-22-552	Fire Fax		\$61.55		
	01-21-552	Police Fax		\$20.52		
	01-11-552	Admiin Fax		\$41.03		
				\$205.17	\$205.17	
<b>38455507</b>	<b>ACC04</b>	<b>ACCESS SYSTEMS</b>	<b>BI</b>	<b>01/31/25</b>	<b>02/10/25</b>	<b>\$207.60</b>
<b>-Payment ID- 90000577</b>	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$207.60	
	51-42-537	Pw Copiers		\$51.90		
	52-43-537	Pw Copiers		\$51.90		
	57-44-537	Pw Copiers		\$51.90		
	62-45-537	Pw Copiers		\$51.90		
				\$207.60	\$207.60	
<b>ACCS15154</b>	<b>ACC04</b>	<b>ACCESS SYSTEMS</b>	<b>BI</b>	<b>02/05/25</b>	<b>02/10/25</b>	<b>\$2,083.80</b>
<b>-Payment ID- 90000577</b>	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$2,083.80	
	58-36-552	Phones		\$41.39		
	01-41-552	Phones		\$82.15		
	57-44-552	Phones		\$52.79		
	01-22-552	Phones		\$269.21		
	01-21-552	Phones		\$513.33		
	01-11-552	Phones		\$1,124.93		
				\$2,083.80	\$2,083.80	
<b>INV1706317</b>	<b>ACC04</b>	<b>ACCESS SYSTEMS</b>	<b>BI</b>	<b>01/10/25</b>	<b>02/10/25</b>	<b>\$48.00</b>
<b>-Payment ID- 90000577</b>	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$48.00	
	01-21-549	Email Accounts For 2 New Hires		\$48.00		
				\$48.00	\$48.00	
<b>D12262024</b>	<b>ADV10</b>	<b>ADVANCED RADIOLOGY</b>	<b>BI</b>	<b>12/26/24</b>	<b>02/10/25</b>	<b>\$21.14</b>
<b>-Payment ID- 3399</b>	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$21.14	
	01-41-455	Post Accident Eval		\$21.14		
				\$21.14	\$21.14	
<b>WO020143347</b>	<b>ALT00</b>	<b>ALTORFER INC</b>	<b>BI</b>	<b>01/31/25</b>	<b>02/10/25</b>	<b>\$198.00</b>
<b>-Payment ID- 90000578</b>	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$198.00	
	52-43-513	Cat Backhoe Hammer		\$198.00		
				\$198.00	\$198.00	
<b>40412</b>	<b>AME05</b>	<b>AMERICAN LEGAL PUBLISHING</b>	<b>BI</b>	<b>02/05/25</b>	<b>02/10/25</b>	<b>\$550.00</b>
<b>-Payment ID- 90000579</b>	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$550.00	
	21-11-533	Internet Renewal		\$550.00		
				\$550.00	\$550.00	



**City Of Keweenaw**  
**401 East Third Street - Keweenaw IL 61443-2365**  
**AP Invoices - Warrant List V1 (No Payroll) -**

Invoice #	Vendor #	Name	Trans Code	Trans Date	Due Date	Amount
<b>D02032025</b> -Payment ID- 3400	<b>AME29</b>	<b>AMEREN ILLINOIS</b>	<b>BI</b>	<b>02/03/25</b>	<b>02/10/25</b>	<b>\$810.70</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$810.70	
	58-36-571	Cemetery Electric		\$810.70		
				\$810.70	\$810.70	
<b>2644205333</b> -Payment ID- 3401	<b>AUT03</b>	<b>AUTO ZONE</b>	<b>BI</b>	<b>01/31/25</b>	<b>02/10/25</b>	<b>\$75.24</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$75.24	
	62-45-652	Fleet Supplies		\$75.24		
				\$75.24	\$75.24	
<b>2644206479</b> -Payment ID- 3401	<b>AUT03</b>	<b>AUTO ZONE</b>	<b>BI</b>	<b>02/03/25</b>	<b>02/10/25</b>	<b>\$149.90</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$149.90	
	62-45-652	Shop Supplies		\$149.90		
				\$149.90	\$149.90	
<b>7170</b> -Payment ID- 3402	<b>BI-03</b>	<b>BI-STATE LIGHTING MAINTENANCE</b>	<b>BI</b>	<b>01/25/25</b>	<b>02/10/25</b>	<b>\$925.99</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$925.99	
	38-71-549	Neons At Train Station		\$925.99		
				\$925.99	\$925.99	
<b>D01312025</b> -Payment ID- 3403	<b>BLA18</b>	<b>BLAIR, KYLE</b>	<b>BI</b>	<b>01/31/25</b>	<b>02/10/25</b>	<b>\$221.10</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$221.10	
	01-22-562	Meals Week #2		\$221.10		
				\$221.10	\$221.10	
<b>D01312025.2</b> -Payment ID- 3403	<b>BLA18</b>	<b>BLAIR, KYLE</b>	<b>BI</b>	<b>01/31/25</b>	<b>02/10/25</b>	<b>\$233.98</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$233.98	
	01-22-562	Meals Week #1		\$233.98		
				\$233.98	\$233.98	
<b>CEM 763737190</b> -Payment ID- 80000029	<b>BLU01</b>	<b>BLUE CROSS BLUE SHIELD OF ILLINOIS</b>	<b>BI</b>	<b>01/02/25</b>	<b>02/03/25</b>	<b>\$20,360.72</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$20,360.72	
	58-36-451	ID 763737190693-CLAIMS CEMETERY		\$20,360.72		
				\$20,360.72	\$20,360.72	
<b>CMMTY 7637371</b> -Payment ID- 80000134	<b>BLU01</b>	<b>BLUE CROSS BLUE SHIELD OF ILLINOIS</b>	<b>BI</b>	<b>01/02/25</b>	<b>02/03/25</b>	<b>\$7,825.83</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$7,825.83	
	01-65-451	ID 763737190693-CLAIMS CMMTY DEV.		\$7,825.83		
				\$7,825.83	\$7,825.83	





**City Of Keweenaw**  
**401 East Third Street - Keweenaw IL 61443-2365**  
**AP Invoices - Warrant List V1 (No Payroll) -**

Invoice #	Vendor #	Name	Trans Code	Trans Date	Due Date	Amount
<b>F&amp;A 763737190</b> -Payment ID- 80000134	<b>BLU01</b>	<b>BLUE CROSS BLUE SHIELD OF ILLINOIS</b>	<b>BI</b>	<b>01/02/25</b>	<b>02/03/25</b>	<b>\$4,069.63</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$4,069.63	
	01-11-451	ID 763737190693-CLAIMS FINANCE & ADMIN		\$4,069.63		
				\$4,069.63	\$4,069.63	
<b>FIRE 76373719</b> -Payment ID- 80000134	<b>BLU01</b>	<b>BLUE CROSS BLUE SHIELD OF ILLINOIS</b>	<b>BI</b>	<b>01/02/25</b>	<b>02/03/25</b>	<b>\$76,225.63</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$76,225.63	
	01-22-451	ID 763737190693-CLAIMS FIRE		\$76,225.63		
				\$76,225.63	\$76,225.63	
<b>FLEET 7637371</b> -Payment ID- 80000011	<b>BLU01</b>	<b>BLUE CROSS BLUE SHIELD OF ILLINOIS</b>	<b>BI</b>	<b>01/02/25</b>	<b>02/03/25</b>	<b>\$3,528.58</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$3,528.58	
	62-45-451	ID 763737190693-CLAIMS FLEET		\$3,528.58		
				\$3,528.58	\$3,528.58	
<b>PARKS 7637371</b> -Payment ID- 80000134	<b>BLU01</b>	<b>BLUE CROSS BLUE SHIELD OF ILLINOIS</b>	<b>BI</b>	<b>01/02/25</b>	<b>02/03/25</b>	<b>\$67.37</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$67.37	
	01-52-451	ID 763737190693-CLAIMS PARKS & REC		\$67.37		
				\$67.37	\$67.37	
<b>POLICE 763737</b> -Payment ID- 80000134	<b>BLU01</b>	<b>BLUE CROSS BLUE SHIELD OF ILLINOIS</b>	<b>BI</b>	<b>01/02/25</b>	<b>02/03/25</b>	<b>\$71,015.77</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$71,015.77	
	01-21-451	ID 763737190693-CLAIMS POLICE		\$71,015.77		
				\$71,015.77	\$71,015.77	
<b>PW 7637371906</b> -Payment ID- 80000134	<b>BLU01</b>	<b>BLUE CROSS BLUE SHIELD OF ILLINOIS</b>	<b>BI</b>	<b>01/02/25</b>	<b>02/03/25</b>	<b>\$11,387.20</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$11,387.20	
	01-41-451	ID 763737190693-CLAIMS PUBLIC WORKS		\$11,387.20		
				\$11,387.20	\$11,387.20	
<b>SAN 763737190</b> -Payment ID- 80000009	<b>BLU01</b>	<b>BLUE CROSS BLUE SHIELD OF ILLINOIS</b>	<b>BI</b>	<b>01/02/25</b>	<b>02/03/25</b>	<b>\$7,509.49</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$7,509.49	
	57-44-451	ID 763737190693-CLAIMS SANITATION		\$7,509.49		
				\$7,509.49	\$7,509.49	



**City Of Keweenaw**  
**401 East Third Street - Keweenaw IL 61443-2365**  
**AP Invoices - Warrant List V1 (No Payroll) -**

Invoice #	Vendor #	Name	Trans Code	Trans Date	Due Date	Amount
<b>SEWER 7637371</b> -Payment ID- 80000039	<b>BLU01</b>	<b>BLUE CROSS BLUE SHIELD OF ILLINOIS</b>	<b>BI</b>	<b>01/02/25</b>	<b>02/03/25</b>	<b>\$11,262.39</b>
	G/L Account	G/L Description		Debit	Credit	
	52-43-451	Invoice Amount			\$11,262.39	
		ID 763737190693-CLAIMS SEWER		\$11,262.39		
				\$11,262.39	\$11,262.39	
<b>WATER 7637371</b> -Payment ID- 80000041	<b>BLU01</b>	<b>BLUE CROSS BLUE SHIELD OF ILLINOIS</b>	<b>BI</b>	<b>01/02/25</b>	<b>02/03/25</b>	<b>\$28,774.51</b>
	G/L Account	G/L Description		Debit	Credit	
	51-42-451	Invoice Amount			\$28,774.51	
		ID 763737190693-CLAIMS WATER		\$28,774.51		
				\$28,774.51	\$28,774.51	
<b>03-294304</b> -Payment ID- 3404	<b>BOB02</b>	<b>BOBCAT OF DIXON</b>	<b>BI</b>	<b>01/27/25</b>	<b>02/10/25</b>	<b>\$102.89</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$102.89	
	58-36-513	Cemetery Toolcat		\$102.89		
				\$102.89	\$102.89	
<b>07-SEWER</b> -Payment ID- 80000017	<b>BOC00</b>	<b>BOCK INC</b>	<b>BI</b>	<b>02/01/25</b>	<b>02/01/25</b>	<b>\$4,009.94</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$4,009.94	
	52-93-515	Contract Payment		\$4,009.94		
				\$4,009.94	\$4,009.94	
<b>07-WATER</b> -Payment ID- 80000019	<b>BOC00</b>	<b>BOCK INC</b>	<b>BI</b>	<b>02/01/25</b>	<b>02/01/25</b>	<b>\$1,463.32</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$1,463.32	
	51-93-515	Contract Payment		\$1,463.32		
				\$1,463.32	\$1,463.32	
<b>132</b> -Payment ID- 80000193	<b>BOC00</b>	<b>BOCK INC</b>	<b>BI</b>	<b>02/01/25</b>	<b>02/01/25</b>	<b>\$58,275.82</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$58,275.82	
	51-93-515	Contract Payment		\$15,580.46		
	52-93-515	Contract Payment		\$42,695.36		
				\$58,275.82	\$58,275.82	
<b>219957-IN</b> -Payment ID- 3405	<b>BON00</b>	<b>BONNELL INDUSTRIES INC</b>	<b>BI</b>	<b>02/04/25</b>	<b>02/10/25</b>	<b>\$36.00</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$36.00	
	01-41-513	Snow Plows		\$36.00		
				\$36.00	\$36.00	
<b>219965-IN</b> -Payment ID- 3405	<b>BON00</b>	<b>BONNELL INDUSTRIES INC</b>	<b>BI</b>	<b>02/04/25</b>	<b>02/10/25</b>	<b>\$660.36</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$660.36	
	01-41-513	Western Plows		\$660.36		
				\$660.36	\$660.36	



**City Of Keweenaw**  
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Invoice #	Vendor #	Name	Trans Code	Trans Date	Due Date	Amount
<b>219966-IN</b>	<b>BON00</b>	<b>BONNELL INDUSTRIES INC</b>	<b>BI</b>	<b>02/04/25</b>	<b>02/10/25</b>	<b>\$3,685.36</b>
-Payment ID-3405	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$3,685.36	
	01-41-830	Salt Box Repairs		\$3,685.36		
				\$3,685.36	\$3,685.36	
<b>85627537</b>	<b>BOU01</b>	<b>BOUND TREE MEDICAL, LLC</b>	<b>BI</b>	<b>01/16/25</b>	<b>02/10/25</b>	<b>\$90.80</b>
-Payment ID-3406	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$90.80	
	01-22-566	Achievement Pins		\$90.80		
				\$90.80	\$90.80	
<b>10097452</b>	<b>CAM07</b>	<b>CAMBRIDGE TELCOM SERVICES INC</b>	<b>BI</b>	<b>02/05/25</b>	<b>02/10/25</b>	<b>\$183.50</b>
-Payment ID-90000581	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$183.50	
	01-11-537	City Hall Fiber Internet		\$183.50		
				\$183.50	\$183.50	
<b>4218932087</b>	<b>CIN00</b>	<b>CINTAS CORP</b>	<b>BI</b>	<b>01/24/25</b>	<b>02/10/25</b>	<b>\$56.57</b>
-Payment ID-3407	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$56.57	
	62-45-471	Uniforms		\$56.57		
				\$56.57	\$56.57	
<b>4219659845</b>	<b>CIN00</b>	<b>CINTAS CORP</b>	<b>BI</b>	<b>01/31/25</b>	<b>02/10/25</b>	<b>\$56.57</b>
-Payment ID-3407	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$56.57	
	62-45-471	Uniforms		\$56.57		
				\$56.57	\$56.57	
<b>49713</b>	<b>COL14</b>	<b>COLWELL, BRENT</b>	<b>BI</b>	<b>12/13/24</b>	<b>02/10/25</b>	<b>\$25.00</b>
-Payment ID-3408	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$25.00	
	01-65-549	Electrical Inspection		\$25.00		
				\$25.00	\$25.00	
<b>49714</b>	<b>COL14</b>	<b>COLWELL, BRENT</b>	<b>BI</b>	<b>01/21/25</b>	<b>02/10/25</b>	<b>\$50.00</b>
-Payment ID-3408	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$50.00	
	01-65-549	Electrical Inspection		\$50.00		
				\$50.00	\$50.00	
<b>49715</b>	<b>COL14</b>	<b>COLWELL, BRENT</b>	<b>BI</b>	<b>01/21/25</b>	<b>02/10/25</b>	<b>\$25.00</b>
-Payment ID-3408	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$25.00	
	01-65-549	Electrical Inspection		\$25.00		
				\$25.00	\$25.00	
<b>49716</b>	<b>COL14</b>	<b>COLWELL, BRENT</b>	<b>BI</b>	<b>01/30/25</b>	<b>02/10/25</b>	<b>\$50.00</b>
-Payment ID-3408	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$50.00	
	02-61-549	Ez Electrical Inspection		\$50.00		
				\$50.00	\$50.00	



**City Of Keweenaw**  
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Invoice #	Vendor #	Name	Trans Code	Trans Date	Due Date	Amount
<b>49717</b>	<b>COL14</b>	<b>COLWELL, BRENT</b>	<b>BI</b>	<b>01/30/25</b>	<b>02/10/25</b>	<b>\$50.00</b>
-Payment ID-3408	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$50.00	
	01-65-549	Electrical Inspection		\$50.00		
				\$50.00	\$50.00	
<b>49718</b>	<b>COL14</b>	<b>COLWELL, BRENT</b>	<b>BI</b>	<b>02/04/25</b>	<b>02/10/25</b>	<b>\$50.00</b>
-Payment ID-3408	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$50.00	
	02-61-549	Ez Electrical Inspection		\$50.00		
				\$50.00	\$50.00	
<b>49719</b>	<b>COL14</b>	<b>COLWELL, BRENT</b>	<b>BI</b>	<b>02/04/25</b>	<b>02/10/25</b>	<b>\$50.00</b>
-Payment ID-3408	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$50.00	
	01-65-549	Electrical Inspection		\$50.00		
				\$50.00	\$50.00	
<b>D01152025.1</b>	<b>COM10</b>	<b>COMCAST CABLE</b>	<b>BI</b>	<b>01/15/25</b>	<b>02/10/25</b>	<b>\$128.90</b>
-Payment ID-80000313	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$128.90	
	51-93-552	Nwtp Internet		\$128.90		
				\$128.90	\$128.90	
<b>V661151</b>	<b>COR07</b>	<b>CORE &amp; MAIN LP</b>	<b>BI</b>	<b>01/17/25</b>	<b>02/10/25</b>	<b>\$197.90</b>
-Payment ID-90000582	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$197.90	
	52-43-615	Street Stock		\$197.90		
				\$197.90	\$197.90	
<b>W149913</b>	<b>COR07</b>	<b>CORE &amp; MAIN LP</b>	<b>BI</b>	<b>01/17/25</b>	<b>02/10/25</b>	<b>\$855.97</b>
-Payment ID-90000582	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$855.97	
	51-42-615	Water Stock		\$855.97		
				\$855.97	\$855.97	
<b>W212825</b>	<b>COR07</b>	<b>CORE &amp; MAIN LP</b>	<b>BI</b>	<b>01/17/25</b>	<b>02/10/25</b>	<b>\$435.71</b>
-Payment ID-90000582	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$435.71	
	51-42-615	Water Stock		\$435.71		
				\$435.71	\$435.71	
<b>240558</b>	<b>CRA03</b>	<b>CRAWFORD, MURPHY &amp; TILLY</b>	<b>BI</b>	<b>01/17/25</b>	<b>02/10/25</b>	<b>\$18,231.16</b>
-Payment ID-3409	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$18,231.16	
	51-93-532	Iepa Project Plan		\$18,231.16		
				\$18,231.16	\$18,231.16	
<b>D01192025</b>	<b>CUL01</b>	<b>CULLIGAN OF KEWANEE</b>	<b>BI</b>	<b>01/19/25</b>	<b>02/10/25</b>	<b>\$49.16</b>
-Payment ID-3410	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$49.16	
	52-93-652	Wwtp Water		\$49.16		
				\$49.16	\$49.16	



**City Of Keweenaw**  
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Invoice #	Vendor #	Name	Trans Code	Trans Date	Due Date	Amount
<b>DSINV007877</b> -Payment ID- 3411	<b>DSI00</b>	<b>DSI MEDICAL SERVICES, INC</b>	<b>BI</b>	<b>01/31/25</b>	<b>02/10/25</b>	<b>\$97.00</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$97.00	
	51-42-455	Drug Test		\$97.00		
				\$97.00	\$97.00	
<b>MH240613</b> -Payment ID- 90000584	<b>ECO04</b>	<b>ECOLOGY SOLUTIONS</b>	<b>BI</b>	<b>01/25/25</b>	<b>02/10/25</b>	<b>\$87,483.60</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$87,483.60	
	57-44-573.1	Garbage Disposal		\$87,483.60		
				\$87,483.60	\$87,483.60	
<b>SIN057705</b> -Payment ID- 90000585	<b>ENT01</b>	<b>ENTEC SERVICES INC</b>	<b>BI</b>	<b>01/30/25</b>	<b>02/10/25</b>	<b>\$3,382.00</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$3,382.00	
	38-71-820	City Hall Exhaust Fan Replacement		\$3,382.00		
				\$3,382.00	\$3,382.00	
<b>SIN057734</b> -Payment ID- 90000585	<b>ENT01</b>	<b>ENTEC SERVICES INC</b>	<b>BI</b>	<b>01/30/25</b>	<b>02/10/25</b>	<b>\$1,655.77</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$1,655.77	
	38-71-549	City Hall Hvac Repair		\$1,655.77		
				\$1,655.77	\$1,655.77	
<b>13199</b> -Payment ID- 90000583	<b>E-Q00</b>	<b>E-QUANTUM CONSULTING LLC.</b>	<b>BI</b>	<b>02/01/25</b>	<b>02/10/25</b>	<b>\$350.00</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$350.00	
	01-11-549	Electrical Consulting		\$350.00		
				\$350.00	\$350.00	
<b>D02062024</b> -Payment ID- 3397	<b>FES02</b>	<b>FESTIVE FRIGHT LIGHTS</b>	<b>BI</b>	<b>02/06/25</b>	<b>02/10/25</b>	<b>\$10,180.00</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$10,180.00	
	02-61-914	Christmast Light Installation, Removal, & Storage Down Payment		\$10,180.00		
				\$10,180.00	\$10,180.00	
<b>D01192025</b> -Payment ID- 3412	<b>FRO00</b>	<b>FRONTIER COMMUNICATIONS CORPORATION</b>	<b>BI</b>	<b>01/19/25</b>	<b>02/10/25</b>	<b>\$274.25</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$274.25	
	01-11-552	F&A Local Phone		\$17.55		
	52-93-552	Wwtp Local Phone		\$192.36		
	51-93-552	Wtp Local Phone		\$64.34		
				\$274.25	\$274.25	
<b>9378442827</b> -Payment ID- 90000586	<b>GRA01</b>	<b>GRAINGER</b>	<b>BI</b>	<b>01/20/25</b>	<b>02/10/25</b>	<b>\$693.89</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$693.89	
	52-43-652	Sewer Tools		\$693.89		
				\$693.89	\$693.89	

**City Of Keweenaw****401 East Third Street - Keweenaw IL 61443-2365****AP Invoices - Warrant List V1 (No Payroll) -**

Invoice #	Vendor #	Name	Trans Code	Trans Date	Due Date	Amount
<b>191897</b>	<b>GUS02</b>	<b>GUSTAFSON FORD</b>	<b>BI</b>	<b>12/31/24</b>	<b>02/10/25</b>	<b>\$165.00</b>
-Payment ID-3413	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$165.00	
	01-22-513	Medic 12		\$165.00		
				\$165.00	\$165.00	
<b>6968749</b>	<b>HAW04</b>	<b>HAWKINS INC</b>	<b>BI</b>	<b>01/24/25</b>	<b>02/10/25</b>	<b>\$8,024.25</b>
-Payment ID-90000587	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$8,024.25	
	51-93-656	Nwtp Chemicals		\$8,024.25		
				\$8,024.25	\$8,024.25	
<b>4134915</b>	<b>HEN01</b>	<b>HENRY CO CLERK/RECORDER</b>	<b>BI</b>	<b>01/06/25</b>	<b>02/10/25</b>	<b>\$58.00</b>
-Payment ID-3414	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$58.00	
	01-65-550	Mowing Liens		\$58.00		
				\$58.00	\$58.00	
<b>4135098</b>	<b>HEN01</b>	<b>HENRY CO CLERK/RECORDER</b>	<b>BI</b>	<b>01/17/25</b>	<b>02/10/25</b>	<b>\$1,102.00</b>
-Payment ID-3414	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$1,102.00	
	01-65-550	Mowing Liens		\$1,102.00		
				\$1,102.00	\$1,102.00	
<b>144</b>	<b>HEN02</b>	<b>HENRY COUNTY HUMANE SOCIETY</b>	<b>BI</b>	<b>02/01/25</b>	<b>02/10/25</b>	<b>\$2,750.00</b>
-Payment ID-90000588	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$2,750.00	
	01-21-539	February Pound Care		\$2,750.00		
				\$2,750.00	\$2,750.00	
<b>9425</b>	<b>HOP02</b>	<b>HOPKINS &amp; ASSOCIATES CPAS</b>	<b>BI</b>	<b>01/22/25</b>	<b>02/10/25</b>	<b>\$11,000.00</b>
-Payment ID-90000589	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$11,000.00	
	01-11-531	Fy24 Audit Services Final Bill		\$11,000.00		
				\$11,000.00	\$11,000.00	
<b>G125000007741</b>	<b>ILL78</b>	<b>ILLINOIS TOLLWAY</b>	<b>BI</b>	<b>07/13/22</b>	<b>02/10/25</b>	<b>\$4.35</b>
-Payment ID-3415	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$4.35	
	01-21-561	2022 Toll		\$4.35		
				\$4.35	\$4.35	
<b>D02012025</b>	<b>JOH33</b>	<b>JOHN DEERE FINANCIAL</b>	<b>BI</b>	<b>02/01/25</b>	<b>02/10/25</b>	<b>\$1,370.23</b>
-Payment ID-80000314	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$1,370.23	
	01-41-652	Pw Supplies		\$75.56		
	01-41-830	Chainsaw + Equip Kathleen/Tree Grant Reimb		\$1,138.27		
	58-36-512	Cemetery Trimmer Repairs		\$156.40		
				\$1,370.23	\$1,370.23	



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Invoice #	Vendor #	Name	Trans Code	Trans Date	Due Date	Amount
<b>FY25</b>	<b>KEW01</b>	<b>KEWANEE ECONOMIC DEVELOPMENT CORPORATION</b>	<b>BI</b>	<b>02/06/25</b>	<b>02/10/25</b>	<b>\$30,000.00</b>
-Payment ID- 3396	G/L Account	G/L Description		Debit	Credit	
	02-61-913	Invoice Amount			\$30,000.00	
		Annual Contribution		\$30,000.00		
				\$30,000.00	\$30,000.00	
<b>102989029</b>	<b>KIM00</b>	<b>KIMBALL MIDWEST</b>	<b>BI</b>	<b>01/21/25</b>	<b>02/10/25</b>	<b>\$1,095.24</b>
-Payment ID- 3418	G/L Account	G/L Description		Debit	Credit	
	51-42-652	Invoice Amount			\$1,095.24	
		Supplies		\$1,095.24		
				\$1,095.24	\$1,095.24	
<b>23229575</b>	<b>MCK00</b>	<b>MCKESSON MEDICAL SURGICAL</b>	<b>BI</b>	<b>01/27/25</b>	<b>02/10/25</b>	<b>\$24.81</b>
-Payment ID- 3419	G/L Account	G/L Description		Debit	Credit	
	01-22-612	Invoice Amount			\$24.81	
		Medication		\$24.81		
				\$24.81	\$24.81	
<b>31862</b>	<b>MEN00</b>	<b>MENARD'S</b>	<b>BI</b>	<b>01/21/25</b>	<b>02/10/25</b>	<b>\$207.84</b>
-Payment ID- 3420	G/L Account	G/L Description		Debit	Credit	
	01-41-830	Invoice Amount			\$207.84	
		Street Tools		\$207.84		
				\$207.84	\$207.84	
<b>32016</b>	<b>MEN00</b>	<b>MENARD'S</b>	<b>BI</b>	<b>01/24/25</b>	<b>02/10/25</b>	<b>\$372.89</b>
-Payment ID- 3420	G/L Account	G/L Description		Debit	Credit	
	52-93-511	Invoice Amount			\$372.89	
		Wwtp Supplies		\$372.89		
				\$372.89	\$372.89	
<b>32026</b>	<b>MEN00</b>	<b>MENARD'S</b>	<b>BI</b>	<b>01/24/25</b>	<b>02/10/25</b>	<b>\$7.35</b>
-Payment ID- 3420	G/L Account	G/L Description		Debit	Credit	
	51-42-652	Invoice Amount			\$7.35	
		Water Div Supplies		\$7.35		
				\$7.35	\$7.35	
<b>32197</b>	<b>MEN00</b>	<b>MENARD'S</b>	<b>BI</b>	<b>01/27/25</b>	<b>02/10/25</b>	<b>\$100.28</b>
-Payment ID- 3420	G/L Account	G/L Description		Debit	Credit	
	52-93-511	Invoice Amount			\$100.28	
		Wwtp Supplies		\$100.28		
				\$100.28	\$100.28	
<b>32262</b>	<b>MEN00</b>	<b>MENARD'S</b>	<b>BI</b>	<b>01/28/25</b>	<b>02/10/25</b>	<b>\$14.44</b>
-Payment ID- 3420	G/L Account	G/L Description		Debit	Credit	
	38-71-511	Invoice Amount			\$14.44	
		City Hall Supplies		\$14.44		
				\$14.44	\$14.44	



**City Of Keweenaw**  
**401 East Third Street - Keweenaw IL 61443-2365**  
**AP Invoices - Warrant List V1 (No Payroll) -**

Invoice #	Vendor #	Name	Trans Code	Trans Date	Due Date	Amount
<b>32269</b>	<b>MEN00</b>	<b>MENARD'S</b>	<b>BI</b>	<b>01/28/25</b>	<b>02/10/25</b>	<b>\$21.43</b>
-Payment ID-3420	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$21.43	
	58-36-652	Stock		\$21.43		
				\$21.43	\$21.43	
<b>32337</b>	<b>MEN00</b>	<b>MENARD'S</b>	<b>BI</b>	<b>01/29/25</b>	<b>02/10/25</b>	<b>\$23.97</b>
-Payment ID-3420	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$23.97	
	52-93-619	Paint		\$23.97		
				\$23.97	\$23.97	
<b>32410</b>	<b>MEN00</b>	<b>MENARD'S</b>	<b>BI</b>	<b>01/30/25</b>	<b>02/10/25</b>	<b>\$23.94</b>
-Payment ID-3420	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$23.94	
	58-36-652	Concrete Mix		\$23.94		
				\$23.94	\$23.94	
<b>32486</b>	<b>MEN00</b>	<b>MENARD'S</b>	<b>BI</b>	<b>01/31/25</b>	<b>02/10/25</b>	<b>\$21.97</b>
-Payment ID-3420	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$21.97	
	01-22-652	Hose Nozzle		\$6.98		
	01-22-654	Janitorial		\$14.99		
				\$21.97	\$21.97	
<b>32797</b>	<b>MEN00</b>	<b>MENARD'S</b>	<b>BI</b>	<b>02/06/25</b>	<b>02/10/25</b>	<b>\$527.96</b>
-Payment ID-3420	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$527.96	
	01-22-511	Station 2		\$527.96		
				\$527.96	\$527.96	
<b>167624</b>	<b>MIC09</b>	<b>MICHLIG ENERGY LTD</b>	<b>BI</b>	<b>01/06/25</b>	<b>02/10/25</b>	<b>\$397.32</b>
-Payment ID-3421	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$397.32	
	58-36-655	Cemetery Gas		\$397.32		
				\$397.32	\$397.32	
<b>167625</b>	<b>MIC09</b>	<b>MICHLIG ENERGY LTD</b>	<b>BI</b>	<b>01/06/25</b>	<b>02/10/25</b>	<b>\$938.76</b>
-Payment ID-3421	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$938.76	
	52-93-655	Sewer Gas		\$938.76		
				\$938.76	\$938.76	
<b>4024861-00</b>	<b>MID20</b>	<b>MIDWEST WHEEL COMPANIES INC</b>	<b>BI</b>	<b>01/28/25</b>	<b>02/10/25</b>	<b>\$331.60</b>
-Payment ID-3422	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$331.60	
	58-36-513	Cemetery		\$331.60		
				\$331.60	\$331.60	





**City Of Keweenaw**  
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**AP Invoices - Warrant List V1 (No Payroll) -**

Invoice #	Vendor #	Name	Trans Code	Trans Date	Due Date	Amount
<b>4024862-00</b> -Payment ID- 3422	<b>MID20</b>	<b>MIDWEST WHEEL COMPANIES INC</b>	<b>BI</b>	<b>01/28/25</b>	<b>02/10/25</b>	<b>\$165.80</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$165.80	
	01-41-513	St 211		\$165.80		
				\$165.80	\$165.80	
<b>4024863-00</b> -Payment ID- 3422	<b>MID20</b>	<b>MIDWEST WHEEL COMPANIES INC</b>	<b>BI</b>	<b>01/28/25</b>	<b>02/10/25</b>	<b>\$165.80</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$165.80	
	62-45-652	Fleet Stock		\$165.80		
				\$165.80	\$165.80	
<b>880046</b> -Payment ID- 3423	<b>MUT01</b>	<b>MUTUAL WHEEL CO INC</b>	<b>BI</b>	<b>01/23/25</b>	<b>02/10/25</b>	<b>\$87.07</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$87.07	
	57-44-513	Sani 42 Brake Foot Valve		\$87.07		
				\$87.07	\$87.07	
<b>1830951505</b> -Payment ID- 80000311	<b>MUT03</b>	<b>MUTUAL OF OMAHA</b>	<b>BI</b>	<b>01/21/25</b>	<b>02/10/25</b>	<b>\$827.50</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$827.50	
	01-11-451	Vol Life Ad&D 02/01		\$33.10		
	01-21-451	Vol Life Ad&D 02/01		\$297.90		
	01-22-451	Vol Life Ad&D 02/01		\$215.15		
	01-41-451	Vol Life Ad&D 02/01		\$41.38		
	01-52-451	Vol Life Ad&D 02/01		\$8.28		
	01-65-451	Vol Life Ad&D 02/01		\$8.28		
	02-61-451	Vol Life Ad&D 02/01		\$8.28		
	51-42-451	Vol Life Ad&D 02/01		\$82.75		
	52-43-451	Vol Life Ad&D 02/01		\$66.20		
	57-44-451	Vol Life Ad&D 02/01		\$16.55		
	58-36-451	Vol Life Ad&D 02/01		\$24.83		
	62-45-451	Vol Life Ad&D 02/01		\$24.80		
				\$827.50	\$827.50	
<b>75027</b> -Payment ID- 3424	<b>NAP00</b>	<b>NAPA KEWANEE</b>	<b>BI</b>	<b>12/17/24</b>	<b>02/10/25</b>	<b>\$25.88</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$25.88	
	01-21-513	Police Car 5		\$25.88		
				\$25.88	\$25.88	
<b>75280</b> -Payment ID- 3424	<b>NAP00</b>	<b>NAPA KEWANEE</b>	<b>BI</b>	<b>12/26/24</b>	<b>02/10/25</b>	<b>\$52.74</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$52.74	
	62-45-652	Fleet Stock		\$52.74		
				\$52.74	\$52.74	
<b>75718</b> -Payment ID- 3424	<b>NAP00</b>	<b>NAPA KEWANEE</b>	<b>CM</b>	<b>01/09/25</b>	<b>02/10/25</b>	<b>-\$18.00</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			-\$18.00	
	01-21-513	Credit		-\$18.00		
				-\$18.00	-\$18.00	



**City Of Keweenaw**  
401 East Third Street - Keweenaw IL 61443-2365  
AP Invoices - Warrant List V1 (No Payroll) -

Invoice #	Vendor #	Name	Trans Code	Trans Date	Due Date	Amount
<b>76239</b>	<b>NAP00</b>	<b>NAPA KEWANEE</b>	<b>BI</b>	<b>01/24/25</b>	<b>02/10/25</b>	<b>\$208.19</b>
-Payment ID-3424	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$208.19	
	62-45-513	Car 167		\$208.19		
				\$208.19	\$208.19	
<b>76240</b>	<b>NAP00</b>	<b>NAPA KEWANEE</b>	<b>CM</b>	<b>01/24/25</b>	<b>02/10/25</b>	<b>-\$131.00</b>
-Payment ID-3424	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			-\$131.00	
	62-45-513	Credit		-\$131.00		
				-\$131.00	-\$131.00	
<b>76289</b>	<b>NAP00</b>	<b>NAPA KEWANEE</b>	<b>BI</b>	<b>01/27/25</b>	<b>02/10/25</b>	<b>\$7.22</b>
-Payment ID-3424	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$7.22	
	62-45-652	Fleet Supplies		\$7.22		
				\$7.22	\$7.22	
<b>76472</b>	<b>NAP00</b>	<b>NAPA KEWANEE</b>	<b>BI</b>	<b>01/31/25</b>	<b>02/10/25</b>	<b>\$4.19</b>
-Payment ID-3424	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$4.19	
	51-42-513	W54		\$4.19		
				\$4.19	\$4.19	
<b>76481</b>	<b>NAP00</b>	<b>NAPA KEWANEE</b>	<b>BI</b>	<b>01/31/25</b>	<b>02/10/25</b>	<b>\$138.60</b>
-Payment ID-3424	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$138.60	
	57-44-513	310D		\$138.60		
				\$138.60	\$138.60	
<b>004473</b>	<b>NOR26</b>	<b>NORTH CENTRAL AMBULANCE SALES AND SERVICE</b>	<b>BI</b>	<b>01/23/25</b>	<b>02/10/25</b>	<b>\$42.64</b>
-Payment ID-3425	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$42.64	
	01-22-513	Medic 28		\$42.64		
				\$42.64	\$42.64	
<b>1171311-0</b>	<b>OFF00</b>	<b>OFFICE SPECIALISTS INC</b>	<b>BI</b>	<b>01/28/25</b>	<b>02/10/25</b>	<b>\$14.07</b>
-Payment ID-90000591	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$14.07	
	01-41-651	Pens		\$14.07		
				\$14.07	\$14.07	
<b>1171311-1</b>	<b>OFF00</b>	<b>OFFICE SPECIALISTS INC</b>	<b>BI</b>	<b>01/29/25</b>	<b>02/10/25</b>	<b>\$31.51</b>
-Payment ID-90000591	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$31.51	
	01-41-651	Stapler		\$31.51		
				\$31.51	\$31.51	



**City Of Kewanee**  
**401 East Third Street - Kewanee IL 61443-2365**  
**AP Invoices - Warrant List V1 (No Payroll) -**

Invoice #	Vendor #	Name	Trans Code	Trans Date	Due Date	Amount
<b>1171417-0</b> -Payment ID- 90000591	<b>OFF00</b>	<b>OFFICE SPECIALISTS INC</b>	<b>BI</b>	<b>02/03/25</b>	<b>02/10/25</b>	<b>\$631.31</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$631.31	
	01-11-651	Office Supplies		\$631.31		
				\$631.31	\$631.31	
<b>1171598-0</b> -Payment ID- 90000591	<b>OFF00</b>	<b>OFFICE SPECIALISTS INC</b>	<b>BI</b>	<b>02/04/25</b>	<b>02/10/25</b>	<b>\$21.25</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$21.25	
	01-11-651	Hanging Folders		\$12.27		
	01-41-651	Desk Pad		\$8.98		
				\$21.25	\$21.25	
<b>257202485</b> -Payment ID- 3426	<b>PAC01</b>	<b>PACE ANALYTICAL SERVICES, LLC</b>	<b>BI</b>	<b>01/31/25</b>	<b>02/10/25</b>	<b>\$512.00</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$512.00	
	51-93-542	Chemicals		\$512.00		
				\$512.00	\$512.00	
<b>257202486</b> -Payment ID- 3426	<b>PAC01</b>	<b>PACE ANALYTICAL SERVICES, LLC</b>	<b>BI</b>	<b>01/31/25</b>	<b>02/10/25</b>	<b>\$279.91</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$279.91	
	52-93-542	Chemicals		\$279.91		
				\$279.91	\$279.91	
<b>24-3524</b> -Payment ID- 3427	<b>PAN00</b>	<b>PANTHER UNIFORMS INC</b>	<b>BI</b>	<b>12/04/24</b>	<b>02/10/25</b>	<b>\$383.95</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$383.95	
	01-22-471	Allen Initial Uniforms		\$383.95		
				\$383.95	\$383.95	
<b>24-3525</b> -Payment ID- 3427	<b>PAN00</b>	<b>PANTHER UNIFORMS INC</b>	<b>BI</b>	<b>12/04/24</b>	<b>02/10/25</b>	<b>\$198.40</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$198.40	
	01-22-471	New Hire Badges		\$198.40		
				\$198.40	\$198.40	
<b>D01/31/2025</b> -Payment ID- 3428	<b>POL01</b>	<b>POLICE PETTY CASH</b>	<b>BI</b>	<b>01/31/25</b>	<b>02/10/25</b>	<b>\$35.52</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$35.52	
	01-21-562	Kazubowski, Hamilton, Hansen Lunch-lvc Update		\$35.52		
				\$35.52	\$35.52	
<b>D1/30/2025</b> -Payment ID- 3428	<b>POL01</b>	<b>POLICE PETTY CASH</b>	<b>BI</b>	<b>01/30/25</b>	<b>02/10/25</b>	<b>\$19.91</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$19.91	
	01-21-562	Kazubowski And Hamilton Lunch-lvc Update		\$19.91		
				\$19.91	\$19.91	



**City Of Keweenaw**  
401 East Third Street - Keweenaw IL 61443-2365  
AP Invoices - Warrant List V1 (No Payroll) -

Invoice #	Vendor #	Name	Trans Code	Trans Date	Due Date	Amount
<b>D2/3/2025</b> -Payment ID- 3428	<b>POL01</b>	<b>POLICE PETTY CASH</b>	<b>BI</b>	<b>02/03/25</b>	<b>02/10/25</b>	<b>\$100.00</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$100.00	
	01-21-980	Kpd Fop Donation Refund From Rehab Check		\$100.00		
				\$100.00	\$100.00	
<b>61691149</b> -Payment ID- 3429	<b>QUA20</b>	<b>QUADIENT, INC.</b>	<b>BI</b>	<b>01/25/25</b>	<b>02/10/25</b>	<b>\$60.00</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$60.00	
	01-11-512	Postage Meter		\$60.00		
				\$60.00	\$60.00	
<b>2390582</b> -Payment ID- 3430	<b>RAY01</b>	<b>RAY O'HERRON COMPANY INC</b>	<b>BI</b>	<b>01/27/25</b>	<b>02/10/25</b>	<b>\$4,241.65</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$4,241.65	
	01-21-471	Vests And Vest Carriers (\$579.98 Reimbursed)		\$4,241.65		
				\$4,241.65	\$4,241.65	
<b>D02062025</b> -Payment ID- 3398	<b>RIV11</b>	<b>RIVERA, JESUS</b>	<b>BI</b>	<b>02/06/25</b>	<b>02/10/25</b>	<b>\$157.95</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$157.95	
	01-21-929	Officer Incident Reimbursement		\$157.95		
				\$157.95	\$157.95	
<b>D01272025</b> -Payment ID- 3417	<b>ROO01</b>	<b>JEFFREY ROOF</b>	<b>BI</b>	<b>01/27/25</b>	<b>02/10/25</b>	<b>\$47.53</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$47.53	
	01-22-562	Class Meals		\$47.53		
				\$47.53	\$47.53	
<b>D02072025</b> -Payment ID- 3417	<b>ROO01</b>	<b>JEFFREY ROOF</b>	<b>BI</b>	<b>02/07/25</b>	<b>02/10/25</b>	<b>\$30.05</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$30.05	
	01-22-562	Meal Reimbursement Fire Officer		\$30.05		
				\$30.05	\$30.05	
<b>2258</b> -Payment ID- 3431	<b>SAU04</b>	<b>Sauk Valley Community College</b>	<b>BI</b>	<b>01/23/25</b>	<b>02/10/25</b>	<b>\$14,676.28</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$14,676.28	
	01-21-563	Franklin And Sauer Academy Tuition		\$14,676.28		
				\$14,676.28	\$14,676.28	
<b>75595-7-CEM</b> -Payment ID- 80000015	<b>STA20</b>	<b>STATE BANK OF TOULON</b>	<b>BI</b>	<b>02/01/25</b>	<b>02/01/25</b>	<b>\$920.83</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$920.83	
	58-36-710	80 percent of Mower Loan Payment		\$920.83		
	58-36-720	80 percent of Mower Loan Payment		\$145.22		
				\$1,066.05	\$920.83	

**City Of Keweenaw****401 East Third Street - Keweenaw IL 61443-2365****AP Invoices - Warrant List V1 (No Payroll) -**

Invoice #	Vendor #	Name	Trans Code	Trans Date	Due Date	Amount
<b>75595-7-FR-PA</b> -Payment ID- 80000015	<b>STA20</b>	<b>STATE BANK OF TOULON</b>	<b>BI</b>	<b>02/01/25</b>	<b>02/01/25</b>	<b>\$115.11</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$115.11	
	54-54-710	10 percent of Mower Loan Payment		\$115.11		
	54-54-720	10 percent of Mower Loan Payment		\$18.15		
				\$133.26	\$115.11	
<b>75595-7-PARKS</b> -Payment ID- 80000114	<b>STA20</b>	<b>STATE BANK OF TOULON</b>	<b>BI</b>	<b>02/01/25</b>	<b>02/01/25</b>	<b>\$115.11</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$115.11	
	01-52-710	10 percent of Mower Loan Payment		\$115.11		
	01-52-720	10 percent of Mower Loan Payment		\$18.15		
				\$133.26	\$115.11	
<b>8009663049</b> -Payment ID- 90000592	<b>STE17</b>	<b>STERICYCLE. INC</b>	<b>BI</b>	<b>01/25/25</b>	<b>02/10/25</b>	<b>\$22.00</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$22.00	
	01-22-512	Monthly		\$22.00		
				\$22.00	\$22.00	
<b>71003</b> -Payment ID- 3433	<b>TAN00</b>	<b>TANK'S AUTO BODY</b>	<b>BI</b>	<b>01/23/25</b>	<b>02/10/25</b>	<b>\$535.17</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$535.17	
	01-41-513	Door Repairs		\$535.17		
				\$535.17	\$535.17	
<b>71004</b> -Payment ID- 3433	<b>TAN00</b>	<b>TANK'S AUTO BODY</b>	<b>BI</b>	<b>01/24/25</b>	<b>02/10/25</b>	<b>\$4,350.51</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$4,350.51	
	01-41-159.7	2012 Gmc Sierra Repairs		\$4,350.51		
				\$4,350.51	\$4,350.51	
<b>D02062025</b> -Payment ID- 3433	<b>TAN00</b>	<b>TANK'S AUTO BODY</b>	<b>BI</b>	<b>02/06/25</b>	<b>02/10/25</b>	<b>\$1,266.08</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$1,266.08	
	01-21-513	Police Claim		\$1,266.08		
				\$1,266.08	\$1,266.08	
<b>92802-00</b> -Payment ID- 3434	<b>TER00</b>	<b>TERMINAL SUPPLY INC</b>	<b>BI</b>	<b>01/27/25</b>	<b>02/10/25</b>	<b>\$112.28</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$112.28	
	62-45-652	Cables		\$112.28		
				\$112.28	\$112.28	
<b>3008333698</b> -Payment ID- 90000593	<b>THY02</b>	<b>TK ELEVATOR</b>	<b>BI</b>	<b>02/01/25</b>	<b>02/10/25</b>	<b>\$1,262.66</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$1,262.66	
	38-71-549	City Hall Elevator Maint Agreement		\$1,262.66		
				\$1,262.66	\$1,262.66	



**City Of Keweenaw**  
**401 East Third Street - Keweenaw IL 61443-2365**  
**AP Invoices - Warrant List V1 (No Payroll) -**

Invoice #	Vendor #	Name	Trans Code	Trans Date	Due Date	Amount
<b>D2/19/25</b> -Payment ID- 3432	<b>TMO00</b>	<b>T-MOBILE</b>	<b>BI</b>	<b>02/19/25</b>	<b>02/17/25</b>	<b>\$284.34</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$284.34	
	01-21-552	Monthly Squad Car Data		\$284.34		
				\$284.34	\$284.34	
<b>10269</b> -Payment ID- 3435	<b>TRI01</b>	<b>TRIANGLE CONCRETE INC</b>	<b>BI</b>	<b>01/31/25</b>	<b>02/10/25</b>	<b>\$230.00</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$230.00	
	52-43-615	Sewer Repair Central School		\$230.00		
				\$230.00	\$230.00	
<b>D01312025</b> -Payment ID- 80000033	<b>UNI30</b>	<b>UNION FEDERAL SAVINGS &amp; LOAN ASSN</b>	<b>BI</b>	<b>01/01/25</b>	<b>02/01/25</b>	<b>\$3,978.45</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$3,978.45	
	01-21-720	Interest Payment		\$102.02		
	01-21-710	Principal Payment		\$3,876.43		
				\$3,978.45	\$3,978.45	
<b>705085080</b> -Payment ID- 3436	<b>USC00</b>	<b>U.S. CELLULAR</b>	<b>BI</b>	<b>01/18/25</b>	<b>02/10/25</b>	<b>\$196.82</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$196.82	
	57-44-552	Sanitation Tablet		\$89.49		
	62-45-552	Fleet		\$107.33		
				\$196.82	\$196.82	
<b>6104752322</b> -Payment ID- 3437	<b>VER06</b>	<b>VERIZON WIRELESS</b>	<b>BI</b>	<b>01/28/25</b>	<b>02/10/25</b>	<b>\$72.02</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$72.02	
	01-65-552	Cdev Phone		\$72.02		
				\$72.02	\$72.02	
<b>1660410340</b> -Payment ID- 80000315	<b>WAL09</b>	<b>WALMART</b>	<b>BI</b>	<b>01/19/25</b>	<b>02/10/25</b>	<b>\$1,043.15</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$1,043.15	
	01-21-563	Training		\$20.94		
	01-21-651	Office Supplies		\$59.02		
	01-21-651	Office Supplies		\$86.36		
	01-21-929	Cat Food For Live Trap		\$10.56		
	01-11-929	Christmas Gc + Eoyp Supplies		\$700.68		
	01-22-612	Medication		\$5.76		
	01-22-654	Janitorial		\$112.13		
	01-22-652	Supplies		\$7.76		
	01-22-652	Batteries		\$39.94		
				\$1,043.15	\$1,043.15	
<b>JANUARY 2025</b> -Payment ID- 90000594	<b>YMC00</b>	<b>YMCA</b>	<b>BI</b>	<b>01/02/25</b>	<b>02/10/25</b>	<b>\$107.55</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$107.55	
	01-11-451	January Membership %		\$8.46		
	01-21-451	January Membership %		\$36.00		
	01-22-451	January Membership %		\$34.35		
	01-41-451	January Membership %		\$5.13		
	02-61-451	January Membership %		\$4.80		



**City Of Keweenaw**  
**401 East Third Street - Keweenaw IL 61443-2365**  
**AP Invoices - Warrant List V1 (No Payroll) -**

Invoice #	Vendor #	Name	Trans Code	Trans Date	Due Date	Amount
<b>JANUARY 2025</b> -Payment ID- 90000594	51-42-451	January Membership %		\$6.87		
	52-43-451	January Membership %		\$6.87		
	57-44-451	January Membership %		\$5.07		
				<u>\$107.55</u>	<u>\$107.55</u>	
<b>29831</b> -Payment ID- 90000580	<b>BandB00</b>	<b>B &amp; B PRINTING</b>	<b>BI</b>	<b>01/29/25</b>	<b>02/10/25</b>	<b>\$44.55</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$44.55	
	52-93-652	Wwtp Shipping		\$44.55		
				<u>\$44.55</u>	<u>\$44.55</u>	
<b>D01282025</b> -Payment ID- 3416	<b>JandL00</b>	<b>J AND L SEPTIC SERVICE INC</b>	<b>BI</b>	<b>01/28/25</b>	<b>02/10/25</b>	<b>\$10,234.00</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$10,234.00	
	57-44-511	Transfer Station Pumping		\$10,234.00		
				<u>\$10,234.00</u>	<u>\$10,234.00</u>	
<b>1143-238722</b> -Payment ID- 90000590	<b>OREILLY</b>	<b>O'REILLY AUTOMOTIVE STORES, INC</b>	<b>BI</b>	<b>01/22/25</b>	<b>02/10/25</b>	<b>\$23.16</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$23.16	
	58-36-513	Flashing Pickup Lights		\$23.16		
				<u>\$23.16</u>	<u>\$23.16</u>	
<b>1143-239592</b> -Payment ID- 90000590	<b>OREILLY</b>	<b>O'REILLY AUTOMOTIVE STORES, INC</b>	<b>BI</b>	<b>01/29/25</b>	<b>02/10/25</b>	<b>\$80.60</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$80.60	
	01-41-513	St 52		\$80.60		
				<u>\$80.60</u>	<u>\$80.60</u>	
<b>1143-239836</b> -Payment ID- 90000590	<b>OREILLY</b>	<b>O'REILLY AUTOMOTIVE STORES, INC</b>	<b>BI</b>	<b>01/31/25</b>	<b>02/10/25</b>	<b>\$61.11</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$61.11	
	01-41-653	Pw Small Tools		\$61.11		
				<u>\$61.11</u>	<u>\$61.11</u>	
<b>1143-240285</b> -Payment ID- 90000590	<b>OREILLY</b>	<b>O'REILLY AUTOMOTIVE STORES, INC</b>	<b>BI</b>	<b>02/04/25</b>	<b>02/10/25</b>	<b>\$16.99</b>
	G/L Account	G/L Description		Debit	Credit	
		Invoice Amount			\$16.99	
	58-36-612	Cemetery Equipment Parts		\$16.99		
				<u>\$16.99</u>	<u>\$16.99</u>	
<b>Total</b>						<b>\$547,549.74</b>

**City Of Kewanee****401 East Third Street - Kewanee IL 61443-2365****AP Invoices - Warrant List V1 (No Payroll) -**

Cash Requirement Totals		Account	Amount	Fund	Amount
Total Invoices:	129	01-11-451 HEALTH INSURANCE	\$4,111.19	01	\$228,990.19
Total Transactions:	135	01-11-512 MAINT EQUIPMENT	\$60.00	02	\$40,293.08
Total Vendors:	68	01-11-531 ACCOUNTING SERVICE	\$11,000.00	21	\$550.00
Total Amount:	\$547,549.74	01-11-537 COMPUTER SERVICES	\$183.50	38	\$7,240.86
		01-11-549 OTHER PROFESSION SERV	\$350.00	51	\$75,415.92
		01-11-552 TELEPHONE	\$1,183.51	52	\$61,414.33
		01-11-651 OFFICE SUPPLIES	\$643.58	54	\$133.26
		01-11-929 MISC. EXP./REFUNDS	\$700.68	57	\$105,668.56
		01-21-451 HEALTH INSURANCE	\$71,349.67	58	\$23,377.42
		01-21-471 UNIFORMS	\$4,241.65	62	\$4,466.12
		01-21-513 MAINT. SERVICE VEHICLE	\$1,273.96		\$547,549.74
		01-21-539 ANIMAL CONTROL	\$2,750.00		
		01-21-549 OTHER PROFESSIONAL SERVICES	\$48.00		
		01-21-552 TELEPHONE	\$818.19		
		01-21-561 DUES	\$4.35		
		01-21-562 TRAVEL EXPENSES	\$55.43		
		01-21-563 TRAINING	\$14,697.22		
		01-21-651 OFFICE SUPPLIES	\$145.38		
		01-21-710 PRINCIPAL PAYMENT	\$3,876.43		
		01-21-720 INTEREST PAYMENT	\$102.02		
		01-21-929 MISCELLANEOUS EXPENSE	\$168.51		
		01-21-980 Community Policing Expense	\$100.00		
		01-22-451 HEALTH INSURANCE	\$76,475.13		
		01-22-471 UNIFORMS	\$582.35		
		01-22-511 MAINT-SERVICE BUILDING	\$527.96		
		01-22-512 MAINT-SERVICE EQUIPMENT	\$22.00		
		01-22-513 MAINT. SERVICE-VEHICLE	\$207.64		
		01-22-537 COMPUTER SERVICES	\$82.07		
		01-22-552 TELEPHONE	\$330.76		
		01-22-562 TRAVEL EXPENSES	\$532.66		
		01-22-566 CAREER DEVELOPMENT	\$90.80		
		01-22-612 MAINT SUPPLY-EQUIP EMS	\$30.57		
		01-22-652 OPERATING SUPPLIES	\$54.68		
		01-22-654 JANITORIAL SUPPLIES	\$127.12		
		01-41-159.7 PRE-PAID RECOVERY	\$4,350.51		
		01-41-451 HEALTH INSURANCE	\$11,433.71		
		01-41-455 PRE-EMPLOYMENT/TESTING	\$21.14		
		01-41-513 MAINT-SERVICE-VEHICLE	\$1,477.93		
		01-41-552 TELEPHONE	\$82.15		
		01-41-651 OFFICE SUPPLIES	\$54.56		
		01-41-652 OPERATING SUPPLIES	\$75.56		
		01-41-653 SMALL TOOLS	\$61.11		
		01-41-830 EQUIPMENT	\$5,031.47		
		01-52-451 HEALTH INSURANCE	\$75.65		
		01-52-710 PRINCIPAL PAYMENT	\$115.11		
		01-52-720 INTEREST EXPENSE	\$18.15		
		01-65-451 HEALTH INSURANCE	\$7,834.11		
		01-65-549 OTHER PROFESSIONAL SERVICES	\$200.00		
		01-65-550 LIENS & OTHER RECORDING SERVICES	\$1,160.00		
		01-65-552 TELEPHONE	\$72.02		



**City Of Kewanee****401 East Third Street - Kewanee IL 61443-2365****AP Invoices - Warrant List V1 (No Payroll) -**

Account	Amount
02-61-451 HEALTH INSURANCE	\$13.08
02-61-549 OTHER PROFESSIONAL SERVICES	\$100.00
02-61-913 ECONOMIC DEVELOPMENT	\$30,000.00
02-61-914 Dwntr Beaut. Disbursements	\$10,180.00
21-11-533 LEGAL SERVICE	\$550.00
38-71-511 MAINT. BUILDING	\$14.44
38-71-549 OTHER PROFESSIONAL SERVICES	\$3,844.42
38-71-820 BUILDING	\$3,382.00
51-42-451 HEALTH INSURANCE	\$28,864.13
51-42-455 PRE-EMPLOYMENT/TESTING	\$97.00
51-42-513 MAINT SERVICE-VEHICLE	\$4.19
51-42-537 COMPUTER SERVICE/FEES	\$51.90
51-42-615 MAINT SUPPLIES-UTILITY SYSTEM	\$1,291.68
51-42-652 OPERATING SUPPLIES	\$1,102.59
51-93-515 MAINT. SERVICE UTILITY SYSTEM	\$17,043.78
51-93-532 ENGINEERING SERVICES	\$18,231.16
51-93-542 LABORATORY SERVICES	\$512.00
51-93-552 TELEPHONE	\$193.24
51-93-656 CHEMICALS	\$8,024.25
52-43-451 HEALTH INSURANCE	\$11,335.46
52-43-513 MAINT. SERVICE-VEHICLE	\$198.00
52-43-537 COMPUTER SERVICES	\$51.90
52-43-615 MAINT. SUPPLIES-UTILITY SYSTEM	\$427.90
52-43-652 OPERATING SUPPLIES	\$693.89
52-93-511 MAINT SERVICE - BLDG	\$473.17
52-93-515 MAINT SERVICE UTILITY SYSTEM	\$46,705.30
52-93-542 LABORATORY SERVICES	\$279.91
52-93-552 TELEPHONE	\$192.36
52-93-619 MAINT SUPPLIES WWTP	\$23.97
52-93-652 OPERATING SUPPLIES	\$93.71
52-93-655 AUTOMOTIVE FUEL/OIL	\$938.76
54-54-710 PRINCIPAL PAYMENT	\$115.11
54-54-720 INTEREST EXPENSE	\$18.15
57-44-451 HEALTH INSURANCE	\$7,531.11
57-44-511 MAINT. SERVICE - BUILDING	\$10,234.00
57-44-513 MAINT-SERVICE-VEHICLE	\$225.67
57-44-537 COMPUTER SERVICES	\$51.90
57-44-552 TELEPHONE	\$142.28
57-44-573.1 GARBAGE DISPOSAL-LRS	\$87,483.60
58-36-451 HEALTH INSURANCE	\$20,385.55
58-36-512 MAINT-SERVICE-EQUIPMENT	\$156.40
58-36-513 MAINT-SERVICE-VEHICLE	\$457.65
58-36-552 TELEPHONE	\$41.39
58-36-571 UTILITIES	\$810.70
58-36-612 MAINT-SUPPLIES-EQUIP	\$16.99
58-36-652 OPERATING SUPPLIES	\$45.37
58-36-655 AUTOMOTIVE FUEL/OIL	\$397.32
58-36-710 PRINCIPAL PAYMENT	\$920.83
58-36-720 INTEREST PAYMENT	\$145.22
62-45-451 HEALTH INSURANCE	\$3,553.38
62-45-471 UNIFORM ALLOWANCE	\$113.14
62-45-513 MAINT-SERVICE-VEHICLE	\$77.19
62-45-537 COMPUTER SERVICES	\$51.90



Paying Account	Payment Method	Count	Amount	Vendor	Amount
01-00-115.0	Check	42	\$110,470.82	ACC04	\$2,544.57
				ADV10	\$21.14
58-00-114.00	Web/Telephone	2	\$21,426.77	BLA18	\$455.08
01-00-114.00	Web/Telephone	2	\$170,724.69	BLU01	\$242,027.12
62-00-114.00	Web/Telephone	1	\$3,528.58	BON00	\$4,381.72
57-00-114.00	Web/Telephone	1	\$7,509.49	BOU01	\$90.80
52-00-114.00	Web/Telephone	2	\$15,272.33	CAM07	\$183.50
51-00-114.00	Web/Telephone	2	\$30,237.83	COL14	\$300.00
01-00-115.0	Web/Telephone	5	\$61,645.60	E-Q00	\$350.00
54-00-114.00	Web/Telephone	1	\$133.26	FRO00	\$274.25
01-00-114.01	Web/Telephone	1	\$3,978.45	GUS02	\$165.00
01-00-115.0	Nacha	18	\$122,621.92	HEN01	\$1,160.00
				HEN02	\$2,750.00
				HOP02	\$11,000.00
				ILL78	\$4.35
				JOH33	\$1,370.23
				MCK00	\$24.81
				MEN00	\$1,322.07
				MID20	\$663.20
				MUT03	\$827.50
				NAP00	\$287.82
				NOR26	\$42.64
				OFF00	\$698.14
				PAN00	\$582.35
				POL01	\$155.43
				QUA20	\$60.00
				RAY01	\$4,241.65
				RIV11	\$157.95
				ROO01	\$77.58
				SAU04	\$14,676.28
				STA20	\$1,332.57
				STE17	\$22.00
				TAN00	\$6,151.76
				TMO00	\$284.34
				UNI30	\$3,978.45
				VER06	\$72.02
				WAL09	\$1,043.15
				YMC00	\$107.55
				OREILLY	\$181.86
				FES02	\$10,180.00
				KEW01	\$30,000.00
				AME05	\$550.00
				BI-03	\$925.99
				ENT01	\$5,037.77
				THY02	\$1,262.66
				BOC00	\$63,749.08
				COM10	\$128.90
				COR07	\$1,489.58
			<b>\$547,549.74</b>		



**City Of Kewanee**  
**401 East Third Street - Kewanee IL 61443-2365**  
**AP Invoices - Warrant List V1 (No Payroll) -**

Vendor	Amount
CRA03	\$18,231.16
DSI00	\$97.00
HAW04	\$8,024.25
KIM00	\$1,095.24
PAC01	\$791.91
ALT00	\$198.00
CUL01	\$49.16
GRA01	\$693.89
MIC09	\$1,336.08
TRI01	\$230.00
BandB00	\$44.55
ECO04	\$87,483.60
MUT01	\$87.07
USC00	\$196.82
JandL00	\$10,234.00
AME29	\$810.70
BOB02	\$102.89
AUT03	\$225.14
CIN00	\$113.14
TER00	\$112.28
	<u>\$547,549.74</u>


Vendor	C/Y 2025 Invoices	C/Y 2025 Payments	F/Y 2025 Invoices	F/Y 2025 Payments
ACC04	(10) 11732.57	(2) 12733.54	(69) 101645.76	(19) 102032.55
ADV10	(0) 0.00	(0) 0.00	(1) 21.14	(1) 21.14
AFS00	(1) 1323.96	(1) 1323.96	(9) 11887.24	(9) 11887.24
ALT00	(1) 198.00	(0) 0.00	(17) 1990.47	(7) 1990.47
AME01	(2) 1706.24	(3) 2559.36	(20) 19047.60	(20) 19047.60
AME05	(1) 550.00	(0) 0.00	(3) 3437.16	(3) 3437.16
AME29	(3) 20466.24	(2) 29091.79	(21) 98128.91	(18) 98553.99
AUT03	(2) 225.14	(0) 0.00	(12) 1223.05	(6) 1223.05
BandB00	(3) 229.79	(2) 724.32	(29) 4426.83	(15) 4447.21
BI-03	(1) 925.99	(0) 0.00	(3) 2976.98	(3) 2976.98
BLA18	(2) 455.08	(0) 0.00	(4) 1695.50	(2) 1695.50
BLU01	(11) 242027.12	(12) 536497.11	(72) 2144611.71	(45) 2388194.67
BOB02	(1) 102.89	(1) 306.32	(8) 2408.93	(4) 2408.93
BOC00	(12) 254996.32	(6) 127498.16	(31) 792295.98	(31) 792295.98
BON00	(4) 4683.42	(1) 1032.43	(6) 10155.51	(3) 10155.51
BOU01	(1) 90.80	(1) 756.56	(2) 847.36	(2) 847.36
CAM07	(2) 367.00	(1) 183.50	(10) 1840.00	(10) 1840.00
CIN00	(5) 282.85	(2) 395.99	(39) 2173.87	(18) 2395.15
CIT04	(2) 20156.85	(3) 29999.89	(21) 192756.34	(21) 192756.34
CIT33	(2) 3479.02	(3) 5218.53	(21) 28158.71	(21) 28158.71
COL14	(14) 625.00	(2) 1175.00	(168) 7850.00	(18) 8100.00


**City Of Keweenaw****401 East Third Street - Keweenaw IL 61443-2365****AP Invoices - Warrant List V1 (No Payroll) -**


Vendor	C/Y 2025 Invoices	C/Y 2025 Payments	F/Y 2025 Invoices	F/Y 2025 Payments
COM10	(2) 217.85	(2) 208.80	(19) 1975.85	(14) 2190.60
COR07	(4) 20989.55	(2) 48135.19	(67) 226042.44	(13) 251182.42
CRA03	(1) 18231.16	(1) 7906.16	(18) 102413.14	(12) 120808.61
CUL01	(1) 49.16	(1) 21.08	(8) 465.06	(9) 569.46
DSI00	(1) 97.00	(1) 97.00	(6) 736.50	(7) 980.00
ECO04	(2) 94694.57	(2) 113136.51	(26) 722326.59	(16) 739807.69
EFTPS	(4) 80395.13	(6) 122585.03	(64) 818196.92	(66) 820870.22
ENT01	(2) 5037.77	(1) 7288.41	(13) 21964.57	(10) 24814.57
E-Q00	(2) 700.00	(1) 350.00	(10) 3500.00	(10) 3500.00
FES02	(1) 10180.00	(1) 10180.00	(1) 10180.00	(1) 10180.00
FOP00	(1) 1534.00	(1) 1534.00	(9) 13535.00	(9) 13535.00
FRO00	(2) 367.83	(2) 328.29	(18) 2938.87	(18) 3211.81
GRA01	(2) 922.84	(2) 612.17	(14) 7478.92	(12) 7955.12
GUS02	(1) 176.75	(2) 432.64	(10) 34184.72	(8) 34320.41
HAW04	(2) 8064.25	(2) 8047.72	(18) 65775.23	(15) 65775.23
HEN01	(2) 1160.00	(1) 58.00	(8) 2030.00	(7) 2378.00
HEN02	(2) 5500.00	(1) 2750.00	(10) 27500.00	(10) 27500.00
HOP02	(1) 11000.00	(1) 10000.00	(2) 21000.00	(2) 21000.00
IDOR	(2) 20498.07	(3) 31114.52	(31) 204620.68	(32) 205402.38
ILL22	(2) 851.01	(3) 1275.37	(10) 3671.45	(10) 3671.45
ILL78	(0) 0.00	(0) 0.00	(2) 22.10	(2) 26.45
IMR00	(1) 128.00	(1) 128.00	(9) 1152.00	(9) 1152.00
IMRF	(4) 39943.03	(6) 59723.96	(41) 394359.22	(41) 394359.22
JandL00	(1) 10234.00	(0) 0.00	(2) 13234.00	(3) 15634.00
JOH33	(2) 1408.55	(1) 38.32	(9) 24887.31	(9) 24887.31
KEW01	(1) 30000.00	(1) 30000.00	(1) 30000.00	(1) 30000.00
KEW02	(2) 12441.62	(3) 18641.56	(24) 977463.95	(24) 977463.95
KEW06	(2) 10430.93	(3) 16284.22	(23) 1036772.45	(23) 1036772.45
KEW07	(2) 1440.00	(3) 2160.00	(20) 14360.00	(20) 14360.00
KIM00	(1) 1095.24	(1) 165.53	(3) 3570.17	(3) 3570.17
LLO00	(2) 542.08	(3) 813.12	(9) 2439.36	(9) 2439.36
LPL00	(2) 400.00	(3) 600.00	(20) 4000.00	(20) 4000.00
MCK00	(3) 1096.15	(2) 1472.90	(35) 9045.54	(17) 9372.71
MEN00	(25) 2196.31	(2) 3665.87	(229) 16114.58	(19) 17652.86
MIC09	(2) 1336.08	(1) 20233.89	(55) 128424.74	(11) 131280.10
MID20	(3) 663.20	(1) 688.04	(25) 2992.31	(11) 3102.92
MUT01	(1) 87.07	(1) 309.88	(10) 1836.32	(7) 1836.32


**City Of Kewanee****401 East Third Street - Kewanee IL 61443-2365****AP Invoices - Warrant List V1 (No Payroll) -**


Vendor	C/Y 2025 Invoices	C/Y 2025 Payments	F/Y 2025 Invoices	F/Y 2025 Payments
MUT03	(2) 2840.58	(2) 2840.58	(28) 23865.78	(23) 24581.41
NAC00	(2) 10873.23	(3) 16143.40	(20) 99903.02	(20) 99903.02
NAP00	(14) 1083.56	(2) 1699.03	(130) 9012.22	(18) 9886.65
NOR26	(1) 42.64	(0) 0.00	(1) 42.64	(1) 42.64
OFF00	(4) 698.14	(2) 1829.61	(60) 12043.30	(18) 12097.02
OREILLY	(6) 310.87	(1) 214.46	(59) 2878.85	(18) 2878.85
PAC01	(2) 791.91	(1) 3767.61	(23) 18271.89	(10) 20220.30
PAN00	(1) 663.38	(1) 2519.05	(10) 3493.16	(3) 3650.05
POL01	(5) 195.23	(2) 69.32	(44) 1795.00	(16) 1807.74
QUA20	(1) 60.00	(0) 0.00	(4) 199.20	(5) 259.20
RAY01	(1) 4241.65	(0) 0.00	(4) 4791.74	(3) 4791.74
RIV11	(1) 157.95	(1) 157.95	(1) 157.95	(1) 157.95
ROO01	(2) 77.58	(0) 0.00	(2) 77.58	(1) 77.58
SAU04	(1) 14676.28	(0) 0.00	(1) 14676.28	(1) 14676.28
STA09	(2) 4427.10	(2) 4427.10	(20) 40974.78	(20) 40974.78
STA20	(25) 5366.37	(9) 15837.93	(70) 51732.80	(41) 51732.80
STE17	(1) 22.00	(1) 22.00	(9) 193.80	(10) 214.75
TAN00	(6) 15008.98	(1) 8857.22	(6) 15008.98	(2) 15008.98
TER00	(1) 112.28	(0) 0.00	(3) 761.87	(3) 761.87
THY02	(1) 1262.66	(0) 0.00	(4) 4770.02	(4) 4770.02
TMO00	(1) 284.34	(1) 284.34	(9) 2559.06	(10) 2843.40
TRI01	(1) 230.00	(1) 900.00	(8) 11630.00	(9) 12785.00
UNI05	(2) 244.00	(3) 367.00	(20) 2479.00	(20) 2479.00
UNI30	(1) 3978.45	(1) 3978.45	(10) 39784.50	(10) 39784.50
USC00	(1) 196.82	(1) 196.14	(9) 1765.71	(10) 1961.78
VER06	(2) 295.04	(2) 295.04	(18) 2654.88	(15) 2726.90
WAL09	(1) 1043.15	(1) 588.83	(9) 5587.64	(10) 5816.54
YMC00	(2) 561.85	(1) 454.30	(18) 5383.90	(18) 5383.90


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Damaged phone


JL


Josh Lane


To: Stephen Kijanowski; Michael Minx


Cc: Justin Reed; Kellen Daniels














Sun 2/2/2025 4:09 AM

Hello,

While in the process of protecting and serving the Kewanee community, I arrested Jesus L. Rivera ( [REDACTED] ) and I accidentally left his cell phone on the hood of my patrol car before driving away. I located the cell phone in the roadway and it still turned on but the screen was shattered. I photographed the cell phone and explained to Jesus what happened. I informed him to contact one of you during the day about reimbursement for the damage. I'll cover the incident in my report once completed.

2025-001598

Sorry,  
Lane

 Reply

 Reply all

 Forward









*401 East Third Street Kewanee, Illinois 61443-PHONE (309) 853-1911-FAX (309) 204-8113*

---

**To: City Manager Gary Bradley**

**Date: 02/06/25**

**Subject: Payment to Jesus Rivera for Damaged Phone**

City Manager Bradley,

Although the City of Kewanee may not be legally obligated to compensate Jesus Rivera for the accidental damage to his Samsung A15 phone due to civil tort immunity provisions, we recognize that, in certain situations, it is in the best interest of the City to take a pragmatic and ethical approach. In this case, providing a one-time payment of \$157.95 serves as a goodwill gesture and demonstrates our commitment to maintaining positive community relations.

While our legal protections could preclude liability, taking this step allows us to resolve the matter amicably and avoid unnecessary disputes. It is sometimes better to simply do the right thing when a reasonable resolution is available. This action reflects the City's dedication to fairness and responsible governance.

Additionally, the cost paid to Jesus Rivera is comparable to the cost of repairing the phone, which we have done in the past for similar situations. In such cases, the City would also incur additional costs associated with traveling to a repair facility, including work hours, mileage, and fuel expenses. By providing direct compensation, we streamline the resolution process and eliminate these additional burdens.

Please let me know if you have any questions or require further clarification.

Best regards,

Chief Stephen Kijanowski





*401 East Third Street Kewanee, Illinois 61443-PHONE (309) 853-1911-FAX (309) 204-8113*

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is made and entered into this 6<sup>th</sup> day of February, 2025, by and between The City of Kewanee, an Illinois municipal corporation (hereinafter referred to as "City"), and Jesus Rivera, DOB: 07/10/1993, residing at 406 E 7th St, Kewanee, Illinois 61443 (hereinafter referred to as "Rivera").

WHEREAS, on or about 02/01/2025 (KPD Incident #: 25-1598), during the course of an arrest involving Rivera, a Samsung A15 phone owned by Rivera was accidentally damaged by a City of Kewanee employee; and WHEREAS, the City has agreed to reimburse Rivera for the damage to his phone in the amount of One Hundred Fifty-Seven Dollars and Ninety-Five Cents (\$157.95) as a full and final settlement of any and all claims related to the damaged phone; and WHEREAS, Rivera agrees to accept this payment as the sole and exclusive compensation for the damage and waives any and all further claims against the City relating to this matter.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties agree as follows:

**Payment:** The City agrees to pay Rivera the sum of \$157.95 as compensation for the damage to his Samsung A15 phone.

**Release of Claims:** Rivera hereby releases, discharges, and forever holds harmless the City of Kewanee, its officers, agents, employees, and assigns from any and all claims, demands, liabilities, actions, or causes of action, whether known or unknown, arising out of or related to the damage to his phone during the arrest.

**No Further Liability:** Rivera acknowledges and agrees that the payment of \$157.95 is the sole and exclusive remedy for the damage to his phone and that he shall not seek, nor be entitled to, any additional compensation, damages, or legal recourse related to this incident.

**No Admission of Liability:** This Agreement does not constitute an admission of liability by the City, its officers, employees, or agents but is made solely to resolve the matter amicably.

SETTLEMENT AGREEMENT AND RELEASE-Jesus Rivera continued

Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding this matter and supersedes any prior agreements or understandings, whether written or oral.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Voluntary Agreement: Rivera acknowledges that he has read and understands this Agreement, has had the opportunity to consult with legal counsel if desired, and is signing it voluntarily and without duress.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement and Release as of the date first written above.

**CITY OF KEWANEE**

By:  7418

Authorized Representative

Title: Chef of Police Date: 2-6-25

**JESUS RIVERA**

Signature: 

Date: 2-6-25

**NOTARY PUBLIC:**

Signature: 

Printed Name: Ashley R. Schriver



Commission Expiration Date: 3/27/26

(Notary Seal)





**City Of Keweenaw**  
**401 East Third Street - Keweenaw IL 61443-2365**  
**\*Fund Summary Report - GST -**

**As of 2/7/2025**

As-Of 2/28/2025

Monthly Version False

Funds 01,02,04,11,14,15,16,19,20,21,22,23,24,31,32,33,34,35,36,37,38,39,41,44,45,46,47,51,52,54,57,58,59,62,71,72,74,75,77,78,79

Fund	Description	Beginning Cash	Revenues	Expenses	Other Sources	Ending Cash
01	GENERAL FUND	\$6,081,417.72	\$7,336,747.69	\$7,546,690.89	\$32,303.48	\$5,903,778.00
02	ECONOMIC DEVELOPMENT	\$1,965,942.49	\$79,189.92	\$284,675.67	\$0.00	\$1,760,456.74
04	TIF (KENTVILLE/LININGE R/WALWORTH)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	AUDIT FUND	\$0.00	\$19,892.51	\$0.00	\$0.00	\$19,892.51
14	INSURANCE FUND	\$14,655.54	\$235,450.99	\$238,096.25	\$0.00	\$12,010.28
15	MOTOR FUEL TAX	\$1,657,845.26	\$427,337.75	\$1,338,157.61	\$0.00	\$747,025.40
16	IL. MUNI. RETIREMENT FUND	\$105,995.22	\$218,144.22	\$197,167.34	\$0.00	\$126,972.10
19	SOCIAL SECURITY	\$165,540.78	\$178,454.22	\$146,853.75	\$0.00	\$197,141.25
20	CHLORINATION OF SEWAGE	\$0.05	\$0.00	\$0.00	\$0.00	\$0.05
21	PUBLIC BENEFITS (LEGAL SVCS)	\$0.00	\$40,114.12	\$65,215.32	\$0.00	(\$25,101.20)
22	UNEMPLOYMENT INSURANCE	\$74,014.96	\$15,896.08	\$2,475.54	\$0.00	\$87,435.50
23	COVID19 STATE & LOCAL FISCAL REC	\$232,022.95	\$0.00	\$44,960.47	\$0.00	\$187,062.48
24	RDMS	\$0.00	\$0.00	\$24,963.82	\$0.00	(\$24,963.82)
31	NHR SALES TAX INFRASTRUCTURE IMP	\$147,666.28	\$635,836.63	\$353,823.59	\$0.00	\$429,679.32
32	WATER IMPROVEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
33	SEWER IMPROVEMENT	\$1,068,837.60	\$29,375.08	\$133,970.89	\$0.00	\$964,241.79
34	CDAP-HOUSING RENTAL RE-HAB/IHDA	\$3,031.53	\$4.57	\$0.00	\$0.00	\$3,036.10
35	IEPA WATER TREATMENT FUND	\$25,605.71	\$0.00	\$0.00	\$0.00	\$25,605.71
36	PUBLIC PROPERTIES FUND	\$206,855.80	\$0.00	\$0.00	\$0.00	\$206,855.80
37	IEPA WATER LOAN FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
38	CAPITAL MAINTENANCE/MUN. BLDG.	\$28,207.64	\$25.00	\$69,740.43	\$0.00	(\$41,507.79)
39	ACQUISITION FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
41	BOND FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
44	TIF DEVELOPMENT FUND	\$1,664,890.25	\$707,924.73	\$250,613.96	\$0.00	\$2,122,201.02
45	IEPA SEWER LOAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
46	2013 REFUNDING BOND FUND	\$211,276.28	\$0.00	\$211,276.28	\$0.00	\$0.00



<b>Fund</b>	<b>Description</b>	<b>Beginning Cash</b>	<b>Revenues</b>	<b>Expenses</b>	<b>Other Sources</b>	<b>Ending Cash</b>
47	2015 GO WATER/SEWER BOND	\$223,463.23	\$285.54	\$137,545.02	\$0.00	\$86,203.75
51	WATER FUND	\$523,425.69	\$1,870,042.12	\$2,449,811.33	\$65,002.94	\$8,659.42
52	SEWER FUND	\$1,236,348.81	\$1,503,670.99	\$1,734,956.16	(\$318.45)	\$1,004,745.19
54	FRANCIS PARK	\$282,149.49	\$57,313.39	\$280,056.67	\$0.00	\$59,406.21
57	SANITATION	\$341,196.28	\$1,228,278.24	\$1,197,849.39	(\$466.71)	\$371,158.42
58	CEMETERY FUND	\$100.00	\$186,500.98	\$289,223.49	(\$12,700.86)	(\$115,323.37)
59	AMBULANCE FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
62	CENTRAL MAINTENANCE	\$18,727.72	\$230,214.15	\$216,100.23	\$784.58	\$33,626.22
71	FIRE PENSION FUND	\$37,550.98	\$935,281.53	\$940,781.53	\$0.00	\$32,050.98
72	POLICE PENSION FUND	\$5,653.66	\$853,270.77	\$858,770.77	\$0.00	\$153.66
74	HEALTH INSURANCE FUND	\$6.85	\$0.05	\$0.00	\$0.00	\$6.90
75	PAYROLL FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
77	CEMETERY BOARD OF MNGR FUND	\$1,228,329.09	\$34,739.24	\$36,774.40	\$12,700.86	\$1,238,994.79
78	REVOLVING LOAN FUND	\$915,103.20	\$50,749.62	\$0.00	\$0.00	\$965,852.82
79	CEMETERY PERPETUAL CARE TRANSFER	\$8,667.24	\$6,304.31	\$14,284.80	\$0.00	\$686.75
<b>Totals</b>		<b>\$18,474,528.30</b>	<b>\$16,881,044.44</b>	<b>\$19,064,835.60</b>	<b>\$97,305.84</b>	<b>\$16,388,042.98</b>



January 24, 2025

City of Kewanee, Illinois  
Kewanee, Illinois

Hopkins & Associates, CPAs  
P.O. Box 224  
Granville, IL 61326

This representation letter is provided in connection with your audit of the financial statements of the City of Kewanee, Illinois, which comprise the respective financial position of each fund as of April 30, 2024, and the respective changes in financial position, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with the cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America (OCBOA).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of January 24, 2025, the following representations made to you during your audit.

#### **Financial Statements**

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated February 3, 2024, including our responsibility for the preparation and fair presentation of the financial statements in accordance with the regulatory basis of accounting and for preparation of the supplementary information in accordance with the applicable criteria.
2. The financial statements referred to above are fairly presented in conformity with the regulatory basis and include all properly classified funds and other financial information of the primary government required by general accepted accounting principles to be included in the financial reporting entity.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
5. The methods, significant assumptions, and data used in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in accordance with the regulatory basis of accounting.
6. Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of the regulatory basis.

7. Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.
8. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with the regulatory basis.
9. Guarantees, whether written or oral, under which the entity is contingently liable, if any have been properly recorded or disclosed.

### **Information Provided**

10. We have provided you with:
  - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records (including information obtained from outside of the general and subsidiary ledgers), documentation, and other matters.
  - b. Additional information that you have requested from us for the purpose of the audit.
  - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
  - d. Minutes of the meetings of the Board or summaries of actions of recent meetings for which minutes have not yet been prepared.
11. All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.
12. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
13. We have no knowledge of any fraud or suspected fraud that affects the entity and involves: management, employees who have significant roles in internal control, or others where the fraud could have a material effect on the financial statements.
14. We have no knowledge of any allegations of fraud or suspected fraud affecting the entity's financial statements communicated by employees, former employees, regulators, or others.
15. We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
16. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
17. We have disclosed to you the identity of the City's related parties and all the related party relationships and transactions, including any side agreements.

### **Government – specific**

18. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
19. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

20. We have identified to you an investigations or legal proceedings that have been initiated with respect to the period under audit.
21. The City has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or fund balances.
22. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, including legal and contractual provisions for reporting specific activities in separate funds.
23. We have identified and disclosed to you all instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts and grant agreements that we believe have a material effect on the financial statements.
24. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for a recording a loss contingency, or for reporting on noncompliance.
25. As part of your audit, you assisted with preparation of the financial statements, disclosures, and schedule of expenditures of federal awards. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements, disclosures, and schedule of expenditures of federal awards.
26. The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
27. The entity has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
28. The financial statements include all component units, appropriately present majority equity interests in legally separate organizations and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
29. The financial statements include all fiduciary activities required by GASBS No. 84, as amended.
30. Components of net position (net investment in capital assets; restricted; and unrestricted) and components of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
31. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
32. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
33. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
34. Deposits and investment securities are properly classified as to risk and are properly disclosed.



35. Capital assets, including infrastructure assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.
36. We have appropriately disclosed the entity policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
37. We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
38. With respect to the supplementary information:
- a. We acknowledge our responsibility for presenting the supplementary information as detailed in the Table of Contents, in accordance with accounting principles generally accepted in the United States of America, and we believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.

  
\_\_\_\_\_  
(City Official)

**CITY OF KEWANEE, ILLINOIS**  
**BASIC FINANCIAL STATEMENTS**  
**AND SUPPLEMENTARY INFORMATION**  
**YEAR ENDED APRIL 30, 2024**

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**INDEPENDENT AUDITORS' REPORT**

The Honorable Mayor, City Council, and City Manager  
City of Kewanee, Illinois  
Kewanee, Illinois

**Report on the Audit of the Financial Statements**

*Qualified and Unmodified Opinions*

We have audited the accompanying cash basis financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Kewanee, Illinois, as of and for the year ended April 30, 2024, and the related notes to the financial statements, which collectively comprise the City of Kewanee, Illinois's basic financial statements as listed in the table of contents.

*Qualified Opinion on Aggregate Remaining Fund Information*

In our opinion, because of the significance of the matter discussed in the Basis for Unmodified and Qualified Opinions section of our report, the financial statements do not present fairly, the cash basis financial position of the aggregate remaining fund information of the City of Kewanee, Illinois, as of April 30, 2024, or the changes in cash basis financial position for the year then ended in accordance with the City's cash basis of accounting.

*Unmodified Opinions on Governmental Activities, Business-Type Activities and each Major Fund*

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective cash basis financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Kewanee, Illinois, as of April 30, 2024, and the respective changes in cash basis financial position for the year then ended in accordance with the cash basis of accounting described in Note 1.

**Basis for Qualified and Unmodified Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Kewanee, Illinois and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified and unmodified audit opinions.

### *Matter Giving Rise to Qualified Opinion on Aggregate Remaining Fund Information*

The financial statements referred to above do not include financial data for the City's legally separate fiduciary (pension trust) funds. Accounting principles applicable to the City's cash basis of accounting require the financial data for those fiduciary funds to be reported with the financial data of the City's primary government, thus increasing the aggregate remaining fund information's assets, net cash position, revenues and expenses. The amount by which this departure would affect the assets, net cash position, revenues and expenses of the aggregate remaining fund information has not been determined.

### **Emphasis of Matter – Basis of Accounting**

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.

### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the cash basis of accounting described in Note 1, and for determining that the cash basis of accounting is an acceptable basis for preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Kewanee, Illinois' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Kewanee, Illinois's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

### **Supplementary Information**

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Kewanee, Illinois' basic financial statements. The combining schedules of cash transactions and the Statement of Revenues, Expenditures, and Changes in Fund Balances – Cash Basis – Tax Increment Financing District Funds are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining schedules of cash and the Statement of Revenues, Expenditures, and Changes in Fund Balances – Cash Basis – Tax Increment Financing District Funds are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. schedules of cash transaction - budget to actual, which are the responsibility of management, is presented for the purpose of additional analysis and is not a required part of the financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the financial statements, and, accordingly, we do not express an opinion or provide any assurance on it.

We have also issued our report dated January 24, 2025, on the City of Kewanee's compliance with State of Illinois Public Act 85-1142, see page 32. The purpose of that report is to describe the scope of our testing on compliance with Subsection (q) of Illinois Compiled Statutes 65 of (ILCS) 5/11-74.4-3 of the Illinois' Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142).

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated January 24, 2025 on our consideration of the City of Kewanee, Illinois' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Kewanee, Illinois' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Kewanee, Illinois' internal control over financial reporting and compliance.

*Hopkins & Assoc.*

Granville, Illinois  
January 24, 2025



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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN  
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS***

The Honorable Mayor, City Council, and City Manager  
City of Kewanee, Illinois  
Kewanee, Illinois

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Kewanee, Illinois as of and for the year ended April 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated January 24, 2025. Our opinion was modified because the financial statements did not include financial data for the City's legally separate fiduciary (pension trust) funds. Other than this modification, the financial statements were found to be fairly stated on the cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal

control that we consider to be material weaknesses. We identified a deficiency in internal control, schedule of findings and questioned costs as item 2024-001 that we consider to be a significant deficiency.

### **Report on Compliance and Other Matters**

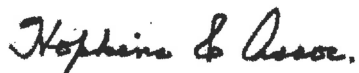
As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **City of Kewanee, Illinois Response to Findings**

*Government Auditing Standards* requires the auditor to perform limited procedures on the City of Kewanee, Illinois' response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Granville, Illinois  
January 24, 2025



**CITY OF KEWANEE, ILLINOIS**  
**STATEMENT OF ACTIVITIES AND NET POSITION - CASH BASIS**  
**AS OF AND FOR THE YEAR ENDED APRIL 30, 2024**

Functions/Programs	Program Receipts				Net Receipts (Disbursements) and Changes in Cash Basis Net Position		
	Disbursements	Charges for Services	Operating Grants and Refunds	Capital Grants and Contributions	Primary Government		Total
					Governmental Activities	Business-Type Activities	
<b>Governmental Activities:</b>							
General Government	\$ 2,409,835	\$ 258,050	\$ -	\$ -	\$ (2,151,785)		\$ (2,151,785)
Public Safety	8,875,277	1,335,309	438,993	-	(7,100,975)		(7,100,975)
Public Works and Transportation	2,681,251	310,872	57,274	-	(2,313,105)		(2,313,105)
Culture and Recreation	149,132	-	-	-	(149,132)		(149,132)
Development	426,478	-	-	-	(426,478)		(426,478)
<b>Debt Service:</b>							
Principal Retirement	1,256,030	-	-	-	(1,256,030)		(1,256,030)
Interest	183,293	-	-	-	(183,293)		(183,293)
<b>Total Governmental Activities</b>	<b>\$15,981,296</b>	<b>\$ 1,904,231</b>	<b>\$ 496,267</b>	<b>\$ -</b>	<b>\$ (13,580,798)</b>		<b>\$ (13,580,798)</b>
<b>Business-Type Activities:</b>							
Sanitation	\$ 1,392,671	\$ 1,422,042	\$ -	\$ -		\$ 29,371	\$ 29,371
Water	2,538,262	2,367,996	-	-		(170,266)	(170,266)
Sewer	2,015,355	1,914,952	-	-		(100,403)	(100,403)
Cemetery	384,588	99,905	-	-		(284,683)	(284,683)
Central Maintenance	284,458	301,769	-	-		17,311	17,311
<b>Total Business-Type Activities</b>	<b>\$ 6,615,334</b>	<b>\$ 6,106,664</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ (508,670)</b>	<b>\$ (525,981)</b>
<b>Total Primary Government</b>	<b>\$22,596,630</b>	<b>\$ 8,010,895</b>	<b>\$ 496,267</b>	<b>\$ -</b>	<b>\$ (13,580,798)</b>	<b>\$ (508,670)</b>	<b>\$ (14,106,779)</b>
<b>General Receipts and Other Financing Sources (Uses)</b>							
Property Taxes					\$ 3,673,691	\$ -	\$ 3,673,691
Sales and Local Option Sales Tax					4,797,332	-	4,797,332
State Income Tax					2,047,906	-	2,047,906
Motor Fuel Tax					551,519	-	551,519
Replacement Tax					810,754	-	810,754
Interest Income					450,586	60,554	511,140
Miscellaneous					549,811	143,768	693,579
Total General Receipts					\$ 12,881,599	\$ 204,322	\$ 13,085,921
Change in Cash Basis Net Position from Operations					\$ (699,199)	\$ (304,348)	\$ (1,020,858)
Reimbursement - Interfund Receivables					(737,383)	-	(737,383)
Transfer In					2,848,310	1,377,592	4,225,902
Transfer (Out)					(3,638,351)	(587,551)	(4,225,902)
Change in Cash Basis Net Position					\$ (2,226,623)	\$ 485,693	\$ (1,758,241)
Cash Basis Net Position - Beginning					16,970,177	4,028,405	20,998,582
<b>Cash Basis Net Position - Ending</b>					<b>\$ 14,743,554</b>	<b>\$ 4,514,098</b>	<b>\$ 19,240,341</b>
<b>Assets</b>							
Cash and Cash Equivalents					\$ 14,743,554	\$ 4,514,098	\$ 19,257,652
<b>Net Position</b>							
Restricted - Expendable					4,884,972	1,254,035	6,139,007
Unrestricted					9,858,582	3,260,063	13,118,645
<b>Total Cash Basis Net Position</b>					<b>\$ 14,743,554</b>	<b>\$ 4,514,098</b>	<b>\$ 19,257,652</b>

See accompanying notes to basic financial statements.

**CITY OF KEWANEE, ILLINOIS**  
**STATEMENT OF CASH TRANSACTIONS**  
**GOVERNMENTAL FUND TYPES**  
**AS OF AND FOR THE YEAR ENDED APRIL 30, 2024**

		Special Revenue	Capital Projects		
			NHR Sales Tax		
	General	Motor Fuel	Infrastructure	Nonmajor	Total
	Fund	Tax	Improvement	Governmental	Governmental
		Fund	Fund	Funds	Fund Types
<b>RECEIPTS</b>					
Taxes	\$ 799,823	\$ -	\$ -	\$ 2,873,868	\$ 3,673,691
Licenses and Permits	257,499	-	-	-	257,499
Intergovernmental Receipts	7,304,542	551,519	836,833	-	8,692,894
Charges for Services	1,263,190	-	-	310,782	1,573,972
Interest Income	280,926	70,301	674	98,685	450,586
Fines and Forfeits	83,644	-	-	-	83,644
Other Receipts	481,846	21,219	-	46,746	549,811
<b>Total Receipts</b>	<b>\$ 10,471,470</b>	<b>\$ 643,039</b>	<b>\$ 837,507</b>	<b>\$ 3,330,081</b>	<b>\$ 15,282,097</b>
<b>DISBURSEMENTS</b>					
General Government	\$ 1,561,471	\$ -	\$ -	\$ 848,364	\$ 2,409,835
Public Safety	7,246,975	-	-	1,628,302	8,875,277
Public Works and Transportation	1,128,847	793,270	162,273	596,861	2,681,251
Culture and Recreation	149,132	-	-	-	149,132
Development	271,786	-	-	154,692	426,478
Debt Service:					
Principal Retirement	121,575	-	300,000	834,455	1,256,030
Interest and Fiscal Charges	7,831	-	37,650	137,812	183,293
<b>Total Disbursements</b>	<b>\$ 10,487,617</b>	<b>\$ 793,270</b>	<b>\$ 499,923</b>	<b>\$ 4,200,486</b>	<b>\$ 15,981,296</b>
<b>Excess (Deficiency) of Receipts over Disbursements</b>	<b>\$ (16,147)</b>	<b>\$ (150,231)</b>	<b>\$ 337,584</b>	<b>\$ (870,405)</b>	<b>\$ (699,199)</b>
Reimbursement - Interfund Receivables	\$ (737,383)	\$ -	\$ -	\$ -	\$ (737,383)
Transfer In	2,526,092	-	-	322,218	2,848,310
Transfer (Out)	(2,567,851)	-	(1,061,462)	(9,038)	(3,638,351)
Net Change in Cash Basis Fund Balances	\$ (795,289)	\$ (150,231)	\$ (723,878)	\$ (557,225)	\$ (2,226,623)
Cash Basis Fund Balances - Beginning	10,042,599	1,808,076	872,203	4,247,299	16,970,177
<b>Cash Basis Fund Balances - Ending</b>	<b>\$ 9,247,310</b>	<b>\$ 1,657,845</b>	<b>\$ 148,325</b>	<b>\$ 3,690,074</b>	<b>\$ 14,743,554</b>
<b>Cash Basis Fund Balances</b>					
Restricted	\$ -	\$ 1,657,845	\$ -	\$ 3,227,127	\$ 4,884,972
Assigned	-	-	148,325	462,947	611,272
Unassigned	9,247,310	-	-	-	9,247,310
<b>Total Cash Basis Fund Balances</b>	<b>\$ 9,247,310</b>	<b>\$ 1,657,845</b>	<b>\$ 148,325</b>	<b>\$ 3,690,074</b>	<b>\$ 14,743,554</b>

See accompanying notes to basic financial statements.

**CITY OF KEWANEE, ILLINOIS**  
**STATEMENT OF CASH TRANSACTIONS**  
**PROPRIETARY FUND TYPES**  
**AS OF AND FOR THE YEAR ENDED APRIL 30, 2024**

	Enterprise				Nonmajor	Total	Internal	Total
	Sanitation	Water	Sewer	Cemetery	Enterprise	Enterprise	Service	Proprietary
	Fund	Fund	Fund	Fund	Fund	Funds	Funds	Fund Types
<b>RECEIPTS</b>								
Licenses and Permits	\$ -	\$ 726	\$ -	\$ -	\$ -	\$ 726	\$ -	\$ 726
Charges for Services	1,403,598	2,319,121	1,879,976	99,905	-	5,702,600	301,769	6,004,369
Interest Income	-	6	44,244	16,304	-	60,554	-	60,554
Fines and Forfeits	18,444	48,149	34,976	-	-	101,569	-	101,569
Other Receipts	12,779	75,290	4,843	49,370	-	142,282	1,486	143,768
<b>Total Receipts</b>	<b>\$1,434,821</b>	<b>\$2,443,292</b>	<b>\$1,964,039</b>	<b>\$ 165,579</b>	<b>\$ -</b>	<b>\$6,007,731</b>	<b>\$ 303,255</b>	<b>\$6,310,986</b>
<b>DISBURSEMENTS</b>								
Personnel	\$ 596,032	\$1,011,225	\$ 400,473	\$ 252,661	\$ -	\$2,260,391	\$ 175,231	\$2,435,622
Contractual	683,304	823,674	1,136,755	56,283	-	2,700,016	64,021	2,764,037
Commodities	51,241	232,465	79,379	36,928	-	400,013	17,282	417,295
Debt Service	-	-	-	22,925	-	22,925	-	22,925
Capital Expenditures	58,512	456,962	364,789	14,938	-	895,201	27,775	922,976
Other Disbursements	3,582	13,936	33,959	853	-	52,330	149	52,479
<b>Total Disbursements</b>	<b>\$1,392,671</b>	<b>\$2,538,262</b>	<b>\$2,015,355</b>	<b>\$ 384,588</b>	<b>\$ -</b>	<b>\$6,330,876</b>	<b>\$ 284,458</b>	<b>\$6,615,334</b>
<b>Excess (Deficiency) of</b>								
<b>Receipts over Disbursements</b>	<b>\$ 42,150</b>	<b>\$ (94,970)</b>	<b>\$ (51,316)</b>	<b>\$ (219,009)</b>	<b>\$ -</b>	<b>\$ (323,145)</b>	<b>\$ 18,797</b>	<b>\$ (304,348)</b>
Transfer In	\$ -	\$ -	\$1,133,447	\$ 244,145	\$ -	\$1,377,592	\$ -	\$1,377,592
Transfer (Out)	-	(577,376)	-	(10,175)	-	(587,551)	-	(587,551)
Net Change in Cash Basis Fund Balances	\$ 42,150	\$ (672,346)	\$1,082,131	\$ 14,961	\$ -	\$ 466,896	\$ 18,797	\$ 485,693
Cash Basis Fund Balances - Beginning	299,046	1,266,547	1,223,055	1,213,468	25,606	4,027,722	683	4,028,405
<b>Cash Basis Fund Balances - Ending</b>	<b>\$ 341,196</b>	<b>\$ 594,201</b>	<b>\$2,305,186</b>	<b>\$1,228,429</b>	<b>\$ 25,606</b>	<b>\$4,494,618</b>	<b>\$ 19,480</b>	<b>\$4,514,098</b>
<b>Cash Basis Fund Balances</b>								
Restricted	\$ -	\$ -	\$ -	\$1,228,429	\$ 25,606	\$1,254,035	\$ -	\$1,254,035
Assigned	-	-	-	-	-	-	-	-
Unassigned	341,196	594,201	2,305,186	-	-	3,240,583	19,480	3,260,063
<b>Total Cash Basis Fund Balances</b>	<b>\$ 341,196</b>	<b>\$ 594,201</b>	<b>\$2,305,186</b>	<b>\$1,228,429</b>	<b>\$ 25,606</b>	<b>\$4,494,618</b>	<b>\$ 19,480</b>	<b>\$4,514,098</b>

See accompanying notes to basic financial statements.

**CITY OF KEWANEE, ILLINOIS**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**APRIL 30, 2024**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization**

City of Kewanee, Illinois (the City) was originally incorporated in 1855 and reincorporated as a city under general law in 1872. The City is a nonhome rule unit of local government and operates under a council-manager form of government. The City provides numerous services to citizens including law enforcement, fire protection, water and sewer utility services, sanitation, recycling, and landscape waste service.

**Reporting Entity**

For financial reporting purposes, the City has included all funds, organizations, agencies, boards, commissions, and authorities in accordance with the cash basis of accounting. The City has also considered all potential component units for which it is financially accountable, and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body, and (1) the ability of the City to impose its will on that organization or (2) the potential for the organization to provide specific benefits to, or impose specific financial burdens on the City.

Blended component units, although legally separate entities, are, in substance, part of the City's operations and so data from these units are combined with data of the primary government. The Cemetery Board of Managers is a governing board appointed by the Mayor and City Council. The Cemetery Board is authorized and empowered to receive and hold assets in perpetual trust. The income shall be applied to the upkeep of the City cemeteries. This activity is reported within the Cemetery Fund (enterprise fund) of the City.

**Government-Wide and Fund Financial Statements**

The government-wide financial statement reports information on all of the activities of the City. Governmental activities, which are primarily supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for services.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as a separate column in the fund financial statements.

**Measurement Focus, Basis of Accounting, and Basis of Presentation**

The City maintains its financial statements on the cash basis of accounting. The cash basis of accounting does not give effect to accounts receivable, accounts payable and accrued items. Revenues are recognized when they are received rather than earned, and expenses when paid rather than incurred. Capital assets are expensed as purchased. Accordingly, the financial statements do not present the financial position and results of operations of the funds in accordance with accounting principles generally accepted in the United States of America.

**CITY OF KEWANEE, ILLINOIS**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**APRIL 30, 2024**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Measurement Focus, Basis of Accounting, and Basis of Presentation (Continued)**

When a disbursement in governmental funds can be paid using either restricted or unrestricted resources, the City's policy is to first apply the disbursement toward restricted fund balance and then to less restrictive classifications – committed, assigned and then unassigned fund balances.

In the governmental fund financial statements, cash basis fund balances are classified as follows:

Nonspendable – This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact.

Restricted – This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation. The City has classified the state and federal grants as being restricted because their use is restricted by granting agencies. The City has also considered various taxes as being restricted because their use is restricted by state laws and regulations.

Committed – This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the City Council. These amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by taking the same type of action that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.

Assigned – This classification includes amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the City Council or through the City Council delegating this responsibility to the City's management through the budgetary process. This classification also includes the remaining positive fund balance for all governmental funds except for the General Fund.

Unassigned – This classification includes the residual fund balance for the General Fund. The unassigned classification also includes negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting of Assigned fund balance amounts.

**CITY OF KEWANEE, ILLINOIS**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**APRIL 30, 2024**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Measurement Focus, Basis of Accounting, and Basis of Presentation (Continued)**

The City reports the following major governmental funds:

The General Fund is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Motor Fuel Tax Fund (special revenue fund) accounts for the receipt and spending of motor fuel tax fund money and other related items.

The NHR Sales Tax Infrastructure Improvement Fund (capital projects fund) accounts for the additional ½% of sales tax implemented effective January 1, 2010 to be used for property tax relief or infrastructure improvements.

Proprietary funds distinguish between operating revenues and expenses from nonoperating items. Operating revenues, such as utility user charges, services and permits, and other charges result from exchange transactions associated with the principal activity of the City. Exchange transactions are those in which each party receives and gives up essentially equal values. Nonoperating revenues, such as interest income, result from nonexchange transactions or ancillary activities. Operating expenses for proprietary funds include the cost of sales and services, administrative expenses, and capital expenditures. All other expenses not meeting this definition, such as interest expense, are reported as nonoperating expenses.

Enterprise funds are used to account for those operations that are financed and operated in a manner similar to private business. When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

The City reports the following major enterprise funds:

The Sanitation Fund accounts for sanitation services provided to residents of the City.

The Water Fund accounts for water services provided to residents of the City.

The Sewer Fund accounts for sewer services provided to residents of the City.

The Cemetery Fund accounts for cemetery plot and maintenance services provided to residents of the City.

Internal service funds are used to account for health insurance coverage and maintenance services provided to other departments based on actual cost.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

**CITY OF KEWANEE, ILLINOIS**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**APRIL 30, 2024**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Budgets**

The state of Illinois requires municipalities of less than 500,000 inhabitants to pass an ordinance within the first quarter of each fiscal year to appropriate sums of money deemed necessary to defray all necessary expenses and liabilities of the municipality. This ordinance, setting forth the appropriations budget, is adopted on the cash basis of accounting for all funds.

Statutory compliance with the appropriations budget is at the total expenditure level. State law provides authority for the City Council, by a two-thirds vote of all members of the body, to make transfers within any department of the City; however, any revisions that alter total appropriations are prohibited. All annual appropriations lapse at fiscal year-end.

An annual operating budget is also adopted, by resolution of the City Council, on the cash basis of accounting for all funds from the sum appropriated. The budget includes amounts of funds and categories of receipts and expenditures.

The City amends the budget through City Council action upon review of receipts and expenditures at mid-year and recommendation by the City Manager. The budget was not amended during fiscal year 2024.

**Use of Estimates**

The preparation of financial statements in conformity with the cash basis of accounting requires management to make estimates and assumptions that affect certain reported amounts of assets and fund equities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of receipts and disbursements during the reporting period. Actual results could differ from those estimates.

**Minimum Fund Balance Requirements**

Effective June 14, 2010, the City established minimum fund balance levels for the General, Water, and Sewer Funds. The minimum fund balance for the General Fund is 30% of the audited expenditures for the General Fund, plus 10% of the audited expenditures for the Water Fund, plus 10% of the audited expenditures for the Sewer Fund, as averaged over the prior three fiscal years. The minimum fund balance for the Water Fund is 25% of audited expenditures. The minimum fund balance for the Sewer Fund is 25% of audit expenditures. As of April 30, 2024, the City met the minimum fund balance requirements for the General and Sewer funds. The Water Fund fell just short due to timing of interfund activity.

**Program Revenues**

Program revenues for the City are primarily charges for services. These charges are primarily service charges such as sanitation fees, water usage fees, sewer usage fees, and fees related to the cemetery.

**CITY OF KEWANEE, ILLINOIS**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**APRIL 30, 2024**

**NOTE 2 STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY**

**Statutory Budget Compliance**

As explained in Note 1, the City adopts an annual appropriations budget, which is the legally binding budget. The City also adopts an operating budget by fund. The budgets are approved by the City Council and controlled by the City Manager.

Statutory compliance is demonstrated as follows:

Total Annual Appropriation	<u>\$ 24,999,801</u>
Total Operating Budget	<u>\$ 24,999,801</u>
Total Expenditures - Budgetary Basis	<u>\$ 22,596,630</u>

**NOTE 3 DEPOSITS AND INVESTMENTS**

**Deposits**

As of April 30, 2024, the carrying amount of the City's deposits was \$19,238,855 and the bank balance was \$19,589,426 as shown in the following schedule:

Carrying Amount of Deposits	<u>Total Deposits</u> <u>\$ 19,257,652</u>
Bank Balance	<u>\$ 19,589,426</u>

The City considers all cash accounts and all certificates of deposit, regardless of their maturity date, to be cash and cash equivalents.

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the City will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party.

Information regarding the City's bank balances is as follows:

Amount Covered by FDIC or Through State Pooled Collateral Collateralized with Securities Held by the Pledging Financial Institution's	<u>Total Bank Balances</u>  \$ 16,812,722
Trust Department Agent Uncollateralized	1,954,980 <u>821,724</u>
Total Bank Balance	<u>\$ 19,589,426</u>



**CITY OF KEWANEE, ILLINOIS**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**APRIL 30, 2024**

**NOTE 4 REVOLVING LOAN FUND**

The City maintains a revolving loan fund for economic development purposes. The program was initially funded by the state of Illinois. As of April 30, 2024, total outstanding loans were approximately \$781,000. During the fiscal year, the City did not issue any new loans and collected principal payments of approximately \$30,000. As of April 30, 2024, there was approximately \$683,000 of loans in default.

**NOTE 5 BONDS AND LOANS PAYABLE**

Revenue Bonds – The City issues bonds where the government pledges income derived from the acquired or constructed assets to pay debt service. There were five revenue bonds outstanding at April 30, 2024.

The East and 11th Street TIF bonds were issued in 2004 at \$420,000 at a fixed interest rate of 4.00%. These bonds were refinanced in 2009 at \$302,779, requiring semi-annual payments of varying amounts, and bear a fixed interest rate of 2.00%. During the refinancing, \$83,721 of principal was reduced. The General Obligation NHRST bonds were issued in 2012 at \$3,755,000 and were for various municipal facilities and infrastructural improvements. These bonds require semi-annual payments of varying amounts and bear a variable interest rate of 2.00% to a high of 4.00%. The two bonds for the Mill Creek Station TIF were issued together in 2003 and include an \$800,000 tax-exempt portion and a \$175,000 taxable portion. They were both refinanced in 2012 at \$613,000 and \$122,000, respectively, and require semi-annual payments of varying amounts. They both bear a fixed interest rate of 1.75%.

During the year ended April 30, 2013, the City issued revenue bonds in order to consolidate and refinance three loans originally issued by the IEPA Water Revolving Fund for the acquisition, construction, and installation of waterworks and sewerage facilities, improvements and costs. Total bonds issued were \$5,935,000 of which the City had a balance outstanding of \$475,000 at April 30, 2024. The bonds require annual payments of principal ranging from \$470,000 to \$680,000 and semi-annual payments of interest at rates ranging from 2.00% to 2.70%.

During the year ended April 30, 2016, the City issued revenue bonds for the purpose of financing the acquisition, construction, installation, and rehabilitation of City infrastructure, including, but not limited to, various water and sewer system facilities and paying for costs related thereto. Total bonds issued were \$3,640,000 of which the City had a balance outstanding of \$2,320,000 at April 30, 2024. The bonds require annual payments of principal ranging from \$60,000 to \$270,000 and semi-annual payments of interest at rates ranging from 2.00% to 4.00%. These bonds were issued at a premium of \$76,479 which will be amortized over the life of the bond, 17 years. The balance of the premium at April 30, 2024 was \$40,487.

**CITY OF KEWANEE, ILLINOIS**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**APRIL 30, 2024**

**NOTE 5 BONDS AND LOANS PAYABLE (CONTINUED)**

Illinois Environmental Protection Agency Water Revolving Fund – A direct borrowing loan was obtained during fiscal year 2012 for various water main replacement projects. Total project costs were \$468,236, of which \$128,997 was forgiven, and the City had a balance outstanding of \$142,831 at April 30, 2024. The loan requires semi-annual payments of \$10,005 and bears interest at a fixed rate of 1.25% which are to be paid using net revenues of the Water fund.

A direct borrowing loan was obtained during fiscal year 2013 for the acquisition, construction, installation, improvement, and extension of waterworks and sewerage facilities. Total project costs were \$807,003, of which \$225,000 was forgiven, and the City had a balance outstanding of \$315,819 at April 30, 2024. The loan requires semi-annual payments of \$18,595 and bears interest at a fixed rate of 2.295%, which are to be paid using net revenues of the Water fund.

Firetruck Loan – A direct borrowing loan was obtained during fiscal year 2016 for the purchase of a new fire truck. The balance of the loan was \$209,820 at April 30, 2024. The loan requires annual principal payments of \$17,500 and bears interest at a fixed rate of 2.21%. The City's outstanding loan from direct borrowing related to the purchase of a fire truck of \$244,820 contains a provision that in the event of default, outstanding amounts become immediately due if the City is unable to make payment. The loan is collateralized by the City's general funds, state revenue intercept, and the bondholder holds possession of the title.

General Obligation Bonds-During the year ended April 30, 2022, the City issued general obligation bonds for the current refunding the General Obligation NHRST Bonds 2012. Total bonds issued were \$1,555,000, \$955,000 of which was outstanding at April 30, 2024. The bonds require annual payments of principal ranging from \$300,000 to \$325,000 and semi-annual payments of interest at 3.00%. The refunding was undertaken to reduce total debt service payments in the amount of \$61,342 and resulted in an economic gain of \$56,116.

Equipment Loans – During the year ended April 30, 2023, the City financed the purchase of street equipment with a \$121,665 loan from the State Bank of Toulon. The balance of the loan was \$90,637 at April 30, 2024. The loan requires monthly payments of \$1,895 and has a fixed interest rate of 3.85%. The loan will mature in August of 2028.

During the year ended April 30, 2023, the City financed the purchase of a wheel loader with a \$148,585 loan from John Deere Financial. The principal balance of the loan was \$129,726 at April 30, 2024. The loan requires annual payments of \$18,859 for the first four years and then a balloon payment of \$99,723 in year five. The interest rate is fixed at 4%. The loan will mature in August of 2027.

During the year ended April 30, 2023, the City financed the purchase of police vehicles with a \$183,654 loan from Union Federal Savings & Loan Association. The balance of the loan was \$97,390 at April 30, 2024. The loan requires monthly payments of \$3,978 and has a fixed interest rate of 1.95%. The loan will mature in May of 2026.

**CITY OF KEWANEE, ILLINOIS**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**APRIL 30, 2024**

**NOTE 5 BONDS AND LOANS PAYABLE (CONTINUED)**

The City expenses its bonds payments when the cash is disbursed rather than carrying the principal amount on the statement of net position and applying the principal payment to that balance, which is the treatment required under accounting principles generally accepted in the United States of America.

A summary of the debt activity during the fiscal year ended April 30, 2024 is as follows:

	Balance April 30, 2023	Issued	Retired	Balance April 30, 2024
<b>Bonds:</b>				
Mill Creek TIF Bonds - 2012 - Tax Exempt	\$ 197,502	\$ -	\$ 43,000	\$ 154,502
Mill Creek TIF Bonds - 2012 - Taxable	39,493	-	8,500	30,993
East and 11th St. TIF Bonds 2009	98,068	-	20,634	77,434
G.O. Water/Sewer Refunding Bonds 2015	995,000	-	520,000	475,000
G.O. Alt Bonds - 2015	2,515,000	-	195,000	2,320,000
G.O. Bonds - Series 2022	1,255,000	-	300,000	955,000
<b>Direct Borrowing Loans:</b>				
IL EPA - Water Rev Fund - L17422800	151,887	-	9,056	142,831
IL EPA - Water Rev Fund - L17481700	354,084	-	38,265	315,819
Firetruck Loan - IL Finance Auth.	227,320	-	17,500	209,820
Street Equip Loan - St. Bank of Toulon	109,486	-	18,849	90,637
Wheel Loader Loan - John Deere	148,585	-	18,859	129,726
Police Vehicle Loan - Union Savings	142,752	-	45,362	97,390
<b>Total Outstanding Debt</b>	<b>\$ 6,234,177</b>	<b>\$ -</b>	<b>\$1,235,025</b>	<b>\$ 4,999,152</b>

The total amount retired will not match the financial statements for the fiscal year as principal and interest amounts have been paid directly to the fire department and the cemetery board to service debt that is not in the city's name. The table above includes all long-term debt issuances that are in the City's name at April 30, 2024.

Year Ending	Bonds		Direct Borrowing Loans	
	Principal	Interest	Principal	Interest
2025	\$ 1,057,109	\$ 135,679	\$ 144,703	\$ 23,981
2026	602,971	106,229	147,868	20,430
2027	644,398	86,399	107,004	17,146
2028	238,451	4,635	186,297	14,350
2029	235,000	4,700	53,306	4,992
2030-2034	1,235,000	24,165	329,545	23,733
2035-2036	-	-	17,500	387
Total	<u>\$4,012,929</u>	<u>\$ 361,807</u>	<u>\$ 986,223</u>	<u>\$ 105,019</u>

**CITY OF KEWANEE, ILLINOIS**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**APRIL 30, 2024**

**NOTE 5 BONDS AND LOANS PAYABLE (CONTINUED)**

The City's debt limit is 8.625% of the Total City Equalized Value or approximately \$8,484,644 as of April 30, 2024. Of the total debt listed above, approximately \$790,500 is applicable to the debt limit statute. The remaining debt capacity is approximately \$7,694,000.

**NOTE 6 COMPENSATED ABSENCES**

City employees are paid for vacation and compensated time by prescribed formulas based on employment contracts. The liability for compensated absences as of April 30, 2024 was approximately \$2,424,000.

**NOTE 7 PENSION AND RETIREMENT BENEFITS**

Illinois Municipal Retirement Fund

*Plan Description.* The City's defined benefit pension plan for regular employees provides retirement and disability benefits, postretirement increases, and death benefits to plan members and beneficiaries. The City plan is affiliated with the Illinois Municipal Retirement Fund (IMRF), an agent-multiple-employer plan. Benefit provisions are established by statute and may only be changed by the General Assembly of the state of Illinois. IMRF issues a publicly available financial report that includes financial statements and other information. That report may be obtained online at [www.imrf.org](http://www.imrf.org).

*Funding Policy.* As set by statute, the City regular plan members are required to contribute 4.50% of their annual covered salary. The statute requires employers to contribute the amount necessary, in addition to member contributions, to finance the retirement coverage of its own employees. The City annual required contribution rate for calendar years 2024, 2023 and 2022 was 15.77%, 15.19% and 10.52%, respectively. The City also contributes for disability benefits, death benefits and supplemental retirement benefits, all of which are pooled at the IMRF level. Contribution rates for disability and death benefits are set by the IMRF Board of Trustees, while the supplemental retirement benefits rate is set by statute.

*Contributions Made.* For the year ended April 30, 2024, the City contributed \$356,732. Contributions for years ended April 30, 2023 and 2022 were \$269,435 and \$228,659, respectively.

The required contribution for 2023 was determined as part of the December 31, 2019 actuarial valuation using the entry age normal actuarial cost method. The actuarial assumptions at December 31, 2019, included (a) 7.25% investment rate of return (net of administrative and direct investment expenses), (b) projected salary increases of 2.75% per year, attributable to inflation, (c) additional projected salary increases ranging from 2.85% to 13.75% per year depending on age and service, attributable to seniority/merit, and (d) benefit increases of 3% annually.

Deferred Compensation Plan

The City offers its employees a deferred compensation plan as allowed by Internal Revenue

**CITY OF KEWANEE, ILLINOIS**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**APRIL 30, 2024**

**NOTE 7 PENSION AND RETIREMENT BENEFITS (CONTINUED)**

Code Section 457. The plan allows City employees to defer a portion of their current salary until future years. The employee becomes eligible to withdraw funds upon termination, retirement, death, or unforeseeable emergency, and each employee's account will be immediately 100% vested.

The plan, all amounts deferred under the plan, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights, are held in trust for the exclusive benefit of participants and their beneficiaries.

The City is responsible for due care in managing the investments and the participant or beneficiary assumes the risk of loss from decreases in the value of plan assets. As of April 30, 2024, plan assets consisted of stocks, bonds, mutual funds, and a life insurance policy.

**NOTE 8 PUBLIC ENTITY RISK POOL**

The City is a member of the Municipal (Self) Insurance Cooperative Agency (MICA). MICA is a cooperative agency voluntarily established by contracting Illinois Municipalities and other Illinois units of government pursuant to Article VII, Section 10, of the 1970 Constitution of the state of Illinois and 5 ILCS 220/6 of the Illinois Compiled Statutes for the purpose of seeking the prevention or lessening of casualty losses to member governmental properties and injuries to persons or property. As of April 30, 2024, MICA consisted of 20 Illinois governmental entities, including City of Kewanee, Illinois.

MICA provides coverage to its members with the following limits: \$500 million on property claims, \$13 million on general liability claims, and \$1 million on cyber liability. MICA provides coverage on workers' compensation claims on amounts in excess of \$800,000. MICA purchases commercial insurance for coverage in excess of the self-insured reserve (SIR) limits. Settled claims have not exceeded this coverage in any of the past three fiscal years.

Claim payments in excess of the per-occurrence retention limit and corridor deductible, if applicable, or total loss aggregates are recovered from reinsurers.

**NOTE 9 HEALTH BENEFITS**

The City has established a Health Insurance Fund for insuring benefits provided to City employees and covered dependents. This is included in the Internal Service Fund types. Health benefits are self-insured up to an annual amount of \$65,000 per individual covered, and for the City as a whole, and an unlimited aggregate annual amount. Coverage from a private insurance company is maintained for losses in excess of these amounts. All claims handling procedures are performed by an independent claims administrator.

**CITY OF KEWANEE, ILLINOIS**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**APRIL 30, 2024**

**NOTE 10 STATE UNEMPLOYMENT TAX**

The City is on the reimbursement method for state of Illinois unemployment taxes. Claims for unemployment are paid by the State as incurred and reimbursed by the City. Claims paid for the year ending April 30, 2024 totaled \$12,120.

**NOTE 11 PROPERTY TAXES**

Property taxes are levied as of January 1 on property values assessed as of the same date. The tax levy is divided into two billings: the first billing is an estimate of the current year's levy based on the prior year's taxes; the second billing reflects adjustments to the current year's actual levy. The first billing is mailed in May of each year and consists of two installments due by June and September, with penalties and interest charged on late payments. Property taxes received during the year ended April 30, 2024 were for the 2022 assessment paid in 2023.

**NOTE 12 CONDUIT DEBT**

From time to time, the City has issued Industrial Revenue Bonds to provide financial assistance to private-sector entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are payable solely from payments received on the underlying mortgage loans. Upon repayment of the bonds, ownership of the acquired facilities transfers to the private-sector entity served by the bond issuance. The City, the State, and any political subdivisions thereof are not obligated in any manner for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements.

As of April 30, 2024, there was one series of Industrial Revenue Bonds outstanding, with an aggregate principal amount payable of \$235,000.

**NOTE 13 COMMITMENTS**

The City has extended an agreement with Bock Inc. to operate its Wastewater Treatment Plant, excess flow lagoon and pumping station, and all lift stations. The agreement requires monthly payments and expires April 30, 2024. Total expense for the year ending April 30, 2024 was \$485,683.

In addition, the City has extended an agreement with the same company to operate its Reverse Osmosis Water Plants. The agreement requires monthly payments and expires April 30, 2024. Total expense for the year ending April 30, 2024 was \$204,537.

The City also has an agreement with Lakeshore Recycling System to transfer solid waste from the transfer station to the landfill. The contract expires December 31, 2024 and requires monthly payments that are based on tonnage hauled at a specified rate identified in the contract. Total expense for the year ending April 30, 2024 was \$361,406.

The City has TIF agreements in place for Kewanee School District and Wethersfield School District. Both agreements require annual payments of \$12,000 and expire on April 30, 2024.

**CITY OF KEWANEE, ILLINOIS**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**APRIL 30, 2024**

**NOTE 13 COMMITMENTS (CONTINUED)**

The City has a contract for information technology services with Access Systems. The agreement requires monthly payments of \$4,509 and expires on December 10, 2024.

The City has extended an agreement with Henry County Humane Society to operate its animal control facility. The agreement requires monthly payments and expires April 30, 2026. Total expense for the year ending April 30, 2024 was \$30,000.

The City entered into an agreement during the year ended April 30, 2022 with Artesian of Pioneer, Inc. for the purchase of an aerator replacement for the water treatment plant. The contract is expected to be completed during the fiscal year ended April 30, 2024.

Future payments required on the above contracts as of April 30, 2024 are as follows:

<u>Year Ending April</u>	<u>Amount</u>
30,	
2025	541,875
Total	<u>\$ 541,875</u>

**NOTE 14 RELATED PARTIES**

The Cemetery Board of Managers Fund is a component unit of the City. A Cemetery board member is the president of People's National Bank. As of year-end, the City had approximately \$628,000 of deposits with this institution.

**NOTE 15 INTERFUND TRANSFERS**

The following table summarizes the net interfund transfers for the year ended April 30, 2024:

	<u>Transfers To</u>	<u>Transfers From</u>
General Fund	\$ 2,526,092	\$2,567,851
Other Governmental Funds	322,218	1,070,500
Water Fund	-	577,376
Sewer Fund	1,133,447	-
Sanitation Fund	-	-
Cemetery Fund	244,145	10,175
Total	<u>\$ 4,225,902</u>	<u>\$ 4,225,902</u>

Transfers generally move resources from the fund statutorily required to collect the resources to the fund statutorily required to disburse the resources. Transfers are also made between various funds to make debt service payments or to help finance large capital project.

**CITY OF KEWANEE, ILLINOIS**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**APRIL 30, 2024**

**NOTE 16 PENSION TRUST FUNDS**

Fire and Police personnel are covered by the City of Kewanee Firefighters' Pension Fund and Police Pension Fund, which are defined benefit single-employer pension plans. Although these funds are single-employer pension plans, the defined benefits as well as the employee and employer contributions levels are mandated by Illinois State Statutes and may be amended only by the Illinois legislature. Complete financial statements of the Firefighters' Pension Trust Fund and the Police Pension Trust Fund, which issued separate financial statements, can be obtained from their respective administrative offices by contacting the City.

**Plan Description**

The following is a summary of the City of Kewanee Firefighters' Pension Fund and Police Pension Fund as provided for in Illinois State Statutes:

The City of Kewanee Firefighters' Pension Fund and Police Pension Fund provide retirement benefits as well as death and disability benefits. Employees attaining the age of 50 or more with 20 or more years of creditable service are entitled to receive monthly retirement benefits of one-half the monthly salary attached to the rank held in the fire or police service at the date of retirement. The monthly pension shall be increased by one-twelfth of 2.5% of such monthly salary for each additional month over 20 years of service through 30 years of service and one-twelfth of 1% of such monthly service for each additional month over 30 years of service to a maximum of 75% of such monthly salary.

Employees with at least 10 (firefighter) or 8 (police) years but less than 20 years of credited service may retire at or after age 60 and receive a reduced retirement benefit. The monthly pension of a firefighter or policeman who retired with 20 or more years of service after January 1, 1978 (firefighter) or January 1, 1977 (police), shall be increased annually, following the first anniversary date of retirement and paid upon reaching at least the age 55, by 3% of the original pension and 3% annually thereafter.

**Funding Policy**

Covered employees are required to contribute 9.455% (firefighter) or 9.910% (police) of their salary to the Fund. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without interest. City of Kewanee, Illinois is required to contribute the remaining amounts (not less than 9.25%) necessary to finance the Plan as actuarially determined by an enrolled actuary. By the year 2040, the contributions must accumulate to the point where any past service cost for the Funds are 90% funded. At April 30, 2024, the percent funded was 40.4% and 50.9% for the Firefighters' Pension Fund and Police Pension Fund, respectively.

**Contributions Made**

For the year ended April 30, 2024, the City contributed \$788,170 (police) and \$828,792 (firefighter).



**CITY OF KEWANEE, ILLINOIS**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**APRIL 30, 2024**

**NOTE 16 PENSION TRUST FUNDS (CONTINUED)**

**Contributions Made (Continued)**

The total pension liability for the plans as of April 30, 2024 was determined as part of an actuarial valuation performed on April 30, 2024 for the Firefighters' Pension Fund and on April 30, 2024 for the Police Pension Fund. The contribution rate for normal cost is determined using the entry age normal actuarial funding method. The system used a level dollar amount method to amortize the unfunded liability over a 30-year period which commenced in 2011.

**NOTE 17 NET POSITION/FUND BALANCE**

The net position/fund balance was restricted for the following purposes at April 30, 2024:

Employee Benefits	\$ 360,207
Public Safety	43,205
Public Works and Transportation	1,657,845
Development	2,583,025
Cemetery	1,237,096
Capital Projects	25,606
COVID 19 State & Local Recovery	232,023
Total	<u>\$ 6,139,007</u>

The governmental fund balances were assigned for the following purposes at April 30, 2024:

Debt Service	176,532
Capital Projects	434,740
Total	<u>\$ 611,272</u>

**NOTE 18 POSTEMPLOYMENT HEALTH PLAN**

In July 2016, the City adopted a resolution for providing a plan for postemployment health benefits for the 8 eligible firefighters hired prior to May 1, 2010. Under this plan, the employee's accumulated sick leave will be placed in a postemployment health benefit plan, along with a \$20,000 contribution per employee. Employees can then use their proceeds to make premium payments or to pay for other health care related costs after their employment with the City has ended. The City paid -\$0- during fiscal year 2024 for this plan.

**CITY OF KEWANEE, ILLINOIS**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**APRIL 30, 2024**

**NOTE 19 CITY OFFICIALS**

Gary Moore – Mayor  
Chris Colomer – Council Member  
Mike Komnick – Council Member  
Steve Faber - Council Member  
Tyrone Baker - Council Member

Gary Bradley – City Administrator  
Kasey Mitchell – City Clerk

Stephen Kijanowski – Chief of Police  
Stephen Welgat – Fire Chief  
Keith Edward – Director of Community Development  
Kevin Newton – Public Works Operations Manager  
James Webb – Director of Finance

**CITY OF KEWANEE, ILLINOIS**  
**COMBINING SCHEDULE OF CASH TRANSACTIONS**  
**ALL FUND TYPES**  
**AS OF AND FOR THE YEAR ENDED APRIL 30, 2024**

	Governmental Fund Types					Proprietary Fund Types			City-Wide Total
	General	Special Revenue	Debt Service	Capital Projects	Total	Enterprise	Internal Service	Total	
<b>RECEIPTS</b>									
Taxes	\$ 799,823	\$2,873,868	\$ -	\$ -	\$ 3,673,691	\$ -	\$ -	\$ -	\$ 3,673,691
Licenses and Permits	257,499	-	-	-	257,499	726	-	726	258,225
Intergovernmental Receipts	7,304,542	551,519	-	836,833	8,692,894	-	-	-	8,692,894
Charges for Services	1,263,190	7,870	-	302,912	1,573,972	5,702,600	301,769	6,004,369	7,578,341
Interest Income	280,926	158,269	10,717	674	450,586	60,554	-	60,554	511,140
Fines and Forfeits	83,644	-	-	-	83,644	101,569	-	101,569	185,213
Other Receipts	481,846	67,074	-	891	549,811	142,282	1,486	143,768	693,579
<b>Total Receipts</b>	<b>\$10,471,470</b>	<b>\$3,658,600</b>	<b>\$ 10,717</b>	<b>\$ 1,141,310</b>	<b>\$15,282,097</b>	<b>\$6,007,731</b>	<b>\$ 303,255</b>	<b>\$6,310,986</b>	<b>\$21,593,083</b>
<b>DISBURSEMENTS</b>									
General Government	\$ 1,561,471	\$ 571,762	\$ 1,006	\$ 275,596	\$ 2,409,835	\$ -	\$ -	\$ -	\$ 2,409,835
Public Safety	7,246,975	1,628,302	-	-	8,875,277	-	-	-	8,875,277
Public Works and Transportation	1,128,847	1,390,131	-	162,273	2,681,251	-	-	-	2,681,251
Culture and Recreation	149,132	-	-	-	149,132	-	-	-	149,132
Development	271,786	154,692	-	-	426,478	-	-	-	426,478
Personnel	-	-	-	-	-	2,260,391	175,231	2,435,622	2,435,622
Contractual	-	-	-	-	-	2,700,016	64,021	2,764,037	2,764,037
Commodities	-	-	-	-	-	400,013	17,282	417,295	417,295
Capital Expenditures	-	-	-	-	-	895,201	27,775	922,976	922,976
Other Disbursements	-	-	-	-	-	52,330	149	52,479	52,479
Debt Service:									
Principal Retirement	121,575	119,455	715,000	300,000	1,256,030	19,006	-	19,006	1,275,036
Interest and Fiscal Charges	7,831	15,887	121,925	37,650	183,293	3,919	-	3,919	187,212
<b>Total Disbursements</b>	<b>\$10,487,617</b>	<b>\$3,880,229</b>	<b>\$ 837,931</b>	<b>\$ 775,519</b>	<b>\$15,981,296</b>	<b>\$6,330,876</b>	<b>\$ 284,458</b>	<b>\$6,615,334</b>	<b>\$22,596,630</b>
<b>Change in Cash Balances</b>	<b>\$ (16,147)</b>	<b>\$ (221,629)</b>	<b>\$ (827,214)</b>	<b>\$ 365,791</b>	<b>\$ (699,199)</b>	<b>\$ (323,145)</b>	<b>\$ 18,797</b>	<b>\$ (304,348)</b>	<b>\$ (1,003,547)</b>
<b>Other Financing Sources(Uses)</b>									
Reimbursements - Interfund Receivables	\$ (737,383)	\$ -	\$ -	\$ -	(737,383)	\$ -	\$ -	\$ -	\$ (737,383)
Transfer In	2,526,092	236,164	86,054	-	2,848,310	1,377,592	-	1,377,592	4,225,902
Transfer (Out)	(2,567,851)	(9,038)	-	(1,061,462)	(3,638,351)	(587,551)	-	(587,551)	(4,225,902)
<b>Excess (Deficiency) of Receipts and Other Financing Sources Over (Under)</b>									
Disbursements and Other Financing Uses	\$ (795,289)	\$ 5,497	\$ (741,160)	\$ (695,671)	\$ (2,226,623)	\$ 466,896	\$ 18,797	\$ 485,693	\$ (1,740,930)
Cash Balances - April 30, 2023	10,042,599	4,879,475	1,175,900	872,203	16,970,177	4,027,722	683	4,028,405	20,998,582
<b>Cash Balances - April 30, 2024</b>	<b>\$ 9,247,310</b>	<b>\$4,884,972</b>	<b>\$ 434,740</b>	<b>\$ 176,532</b>	<b>\$14,743,554</b>	<b>\$4,494,618</b>	<b>\$ 19,480</b>	<b>\$4,514,098</b>	<b>\$19,257,652</b>
<b>Cash Basis Fund Balances/Net Position</b>									
Restricted	\$ -	\$4,884,972	\$ -	\$ -	\$ 4,884,972	\$1,254,035	\$ -	\$1,254,035	\$ 6,139,007
Assigned	-	-	434,740	176,532	611,272	-	-	-	611,272
Unassigned	9,247,310	-	-	-	9,247,310	3,240,583	19,480	3,260,063	12,507,373
<b>Total Cash Basis Fund Balances/Net Position</b>	<b>\$ 9,247,310</b>	<b>\$4,884,972</b>	<b>\$ 434,740</b>	<b>\$ 176,532</b>	<b>\$14,743,554</b>	<b>\$4,494,618</b>	<b>\$ 19,480</b>	<b>\$4,514,098</b>	<b>\$19,257,652</b>

**CITY OF KEWANEE, ILLINOIS**  
**COMBINING SCHEDULE OF CASH TRANSACTIONS**  
**NONMAJOR GOVERNMENTAL FUNDS**  
**AS OF AND FOR THE YEAR ENDED APRIL 30, 2024**

	<b>Total Nonmajor Governmental Funds</b>	<b>Audit Fund</b>	<b>Liability Insurance Service</b>	<b>Acquisition Fund</b>	<b>Municipal Retirement Fund</b>	<b>Social Security Fund</b>	<b>Unemployment Insurance Fund</b>	<b>CDAP Housing Fund</b>	<b>TIF Development Fund</b>	<b>IEPA Water Loan Fund</b>	<b>Revolving Loan Fund</b>	<b>2015 Bond Fund</b>
<b>RECEIPTS</b>												
Taxes	\$ 2,873,868	\$ 14,932	\$ 218,329	\$ -	\$ 218,329	\$208,406	\$ 15,934	\$ -	\$ 581,491	\$ -	\$ -	\$ -
Intergovernmental Receipts	-	-	-	-	-	-	-	-	-	-	-	-
Charges for Services	310,782	-	-	-	-	-	-	-	-	-	-	-
Interest Income	98,685	5	70	-	70	66	5	7	57,710	-	29,506	10,717
Other Receipts	46,746	-	-	-	-	-	-	-	16,012	-	29,843	-
<b>Total Receipts</b>	<b>\$ 3,330,081</b>	<b>\$ 14,937</b>	<b>\$ 218,399</b>	<b>\$ -</b>	<b>\$ 218,399</b>	<b>\$208,472</b>	<b>\$ 15,939</b>	<b>\$ 7</b>	<b>\$ 655,213</b>	<b>\$ -</b>	<b>\$ 59,349</b>	<b>\$ 10,717</b>
<b>DISBURSEMENTS</b>												
General Government	\$ 848,364	\$ 25,000	\$ 220,000	\$ -	\$ 180,932	\$133,710	\$ 12,120	\$ -	\$ -	\$ -	\$ -	\$ 370
Public Safety	1,628,302	-	-	-	-	-	-	-	-	-	-	-
Public Works and Transportation	596,861	-	-	-	-	-	-	-	-	-	-	-
Culture and Recreation	-	-	-	-	-	-	-	-	-	-	-	-
Development	154,692	-	-	-	-	-	-	-	154,692	-	-	-
Debt Service:												
Principal Retirement	834,455	-	-	-	-	-	-	-	72,134	47,321	-	195,000
Interest and Fiscal Charges	137,812	-	-	-	-	-	-	-	6,008	9,879	-	95,580
<b>Total Disbursements</b>	<b>\$ 4,200,486</b>	<b>\$ 25,000</b>	<b>\$ 220,000</b>	<b>\$ -</b>	<b>\$ 180,932</b>	<b>\$133,710</b>	<b>\$ 12,120</b>	<b>\$ -</b>	<b>\$ 232,834</b>	<b>\$ 57,200</b>	<b>\$ -</b>	<b>\$ 290,950</b>
<b>Excess (Deficiency) of Receipts Over (Under) Disbursements</b>	<b>\$ (870,405)</b>	<b>\$ (10,063)</b>	<b>\$ (1,601)</b>	<b>\$ -</b>	<b>\$ 37,467</b>	<b>\$ 74,762</b>	<b>\$ 3,819</b>	<b>\$ 7</b>	<b>\$ 422,379</b>	<b>\$ (57,200)</b>	<b>\$ 59,349</b>	<b>\$ (280,233)</b>
<b>Other Financing Sources(Uses)</b>												
Transfer In	\$ 322,218	\$ 10,063	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159,101	\$ 57,200	\$ -	\$ 86,054
Transfer (Out)	(9,038)	-	-	-	-	-	-	-	-	-	-	-
<b>Total Other Financing Sources (Use)</b>	<b>\$ 313,180</b>	<b>\$ 10,063</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 159,101</b>	<b>\$ 57,200</b>	<b>\$ -</b>	<b>\$ 86,054</b>
<b>Net Change in Cash Basis Fund Balances</b>	<b>\$ (557,225)</b>	<b>\$ -</b>	<b>\$ (1,601)</b>	<b>\$ -</b>	<b>\$ 37,467</b>	<b>\$ 74,762</b>	<b>\$ 3,819</b>	<b>\$ 7</b>	<b>\$ 581,480</b>	<b>\$ -</b>	<b>\$ 59,349</b>	<b>\$ (194,179)</b>
Cash Balances - April 30, 2023	4,247,299	-	16,257	-	68,528	90,779	70,196	3,025	1,083,410	-	855,754	417,643
<b>Cash Balances - April 30, 2024</b>	<b>\$ 3,690,074</b>	<b>\$ -</b>	<b>\$ 14,656</b>	<b>\$ -</b>	<b>\$ 105,995</b>	<b>\$165,541</b>	<b>\$ 74,015</b>	<b>\$ 3,032</b>	<b>\$1,664,890</b>	<b>\$ -</b>	<b>\$ 915,103</b>	<b>\$ 223,464</b>
<b>Cash Basis Fund Balances/Net Position</b>												
Restricted	\$ 3,227,127	\$ -	\$ 14,656	\$ -	\$ 105,995	\$165,541	\$ 74,015	\$ 3,032	\$1,664,890	\$ -	\$ 915,103	\$ -
Assigned	462,947	-	-	-	-	-	-	-	-	-	-	223,464
<b>Total Cash Basis Fund Balances</b>	<b>\$ 3,690,074</b>	<b>\$ -</b>	<b>\$ 14,656</b>	<b>\$ -</b>	<b>\$ 105,995</b>	<b>\$165,541</b>	<b>\$ 74,015</b>	<b>\$ 3,032</b>	<b>\$1,664,890</b>	<b>\$ -</b>	<b>\$ 915,103</b>	<b>\$ 223,464</b>

CITY OF KEWANEE, ILLINOIS  
COMBINING SCHEDULE OF CASH TRANSACTIONS (CONTINUED)  
NONMAJOR GOVERNMENTAL FUNDS  
AS OF AND FOR THE YEAR ENDED APRIL 30, 2024

	2013 Bond Fund	Covid 19 State & Local Recovery	Capital Maint/ Mun. Building Fund	Firefighters' Pension Fund	Police Pension Fund	Perpetual Care Fund
<b>RECEIPTS</b>						
Taxes	\$ -	\$ -	\$ -	\$ 828,528	\$787,919	\$ -
Intergovernmental Receipts	-	-	-	-	-	-
Charges for Services	-	-	302,912	-	-	7,870
Interest Income	-	-	-	264	251	14
Other Receipts	-	-	891	-	-	-
<b>Total Receipts</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 303,803</u>	<u>\$ 828,792</u>	<u>\$788,170</u>	<u>\$ 7,884</u>
<b>DISBURSEMENTS</b>						
General Government	\$ 636	\$ -	\$ 275,596	\$ -	\$ -	\$ -
Public Safety	-	-	-	834,332	793,970	-
Public Works and Transportation	-	596,861	-	-	-	-
Culture and Recreation	-	-	-	-	-	-
Development	-	-	-	-	-	-
Debt Service:						
Principal Retirement	520,000	-	-	-	-	-
Interest and Fiscal Charges	26,345	-	-	-	-	-
<b>Total Disbursements</b>	<u>\$ 546,981</u>	<u>\$ 596,861</u>	<u>\$ 275,596</u>	<u>\$ 834,332</u>	<u>\$793,970</u>	<u>\$ -</u>
<b>Excess (Deficiency) of Receipts Over (Under) Disbursements</b>	<u>\$ (546,981)</u>	<u>\$ (596,861)</u>	<u>\$ 28,207</u>	<u>\$ (5,540)</u>	<u>\$ (5,800)</u>	<u>\$ 7,884</u>
<b>Other Financing Sources(Uses)</b>						
Transfer In	\$ -	\$ -	\$ -	\$ 4,700	\$ 5,100	\$ -
Transfer (Out)	-	-	-	-	-	(9,038)
<b>Total Other Financing Sources (Use)</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,700</u>	<u>\$ 5,100</u>	<u>\$ (9,038)</u>
<b>Net Change in Cash Basis Fund Balances</b>	<u>\$ (546,981)</u>	<u>\$ (596,861)</u>	<u>\$ 28,207</u>	<u>\$ (840)</u>	<u>\$ (700)</u>	<u>\$ (1,154)</u>
Cash Balances - April 30, 2023	758,257	828,884	-	38,391	6,354	9,821
<b>Cash Balances - April 30, 2024</b>	<u>\$ 211,276</u>	<u>\$ 232,023</u>	<u>\$ 28,207</u>	<u>\$ 37,551</u>	<u>\$ 5,654</u>	<u>\$ 8,667</u>
<b>Cash Basis Fund Balances/Net Position</b>						
Restricted	\$ -	\$ 232,023	\$ -	\$ 37,551	\$ 5,654	\$ 8,667
Assigned	211,276	-	28,207	-	-	-
<b>Total Cash Basis Fund Balances</b>	<u>\$ 211,276</u>	<u>\$ 232,023</u>	<u>\$ 28,207</u>	<u>\$ 37,551</u>	<u>\$ 5,654</u>	<u>\$ 8,667</u>



**CITY OF KEWANEE, ILLINOIS**  
**COMBINING SCHEDULE OF CASH TRANSACTIONS**  
**NONMAJOR ENTERPRISE AND INTERNAL SERVICE FUNDS**  
**AS OF AND FOR THE YEAR ENDED APRIL 30, 2024**

	Nonmajor Enterprise Fund	Internal Service Funds		
	IEPA Water Treatment Fund	Total Internal Service Fund	Central Maintenance Fund	Health Insurance Fund
<b>RECEIPTS</b>				
Charges for Services	-	301,769	301,769	-
Interest Income	-	-	-	-
Other Receipts	-	1,486	1,479	7
<b>Total Receipts</b>	<b>\$ -</b>	<b>\$ 303,255</b>	<b>\$ 303,248</b>	<b>\$ 7</b>
<b>DISBURSEMENTS</b>				
Personnel	\$ -	\$ 175,231	\$ 175,231	\$ -
Contractual	-	64,021	64,021	-
Commodities	-	17,282	17,282	-
Capital Expenditures	-	27,775	27,775	-
Other Disbursements	-	149	149	-
<b>Total Disbursements</b>	<b>\$ -</b>	<b>\$ 284,458</b>	<b>\$ 284,458</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Receipts over Disbursements</b>	<b>\$ -</b>	<b>\$ 18,797</b>	<b>\$ 18,790</b>	<b>\$ 7</b>
<b>Other Financing Sources (Uses)</b>				
Transfer In	\$ -	\$ -	\$ -	\$ -
Transfer (Out)	-	-	-	-
<b>Change in Cash Basis Net Position</b>	<b>\$ -</b>	<b>\$ 18,797</b>	<b>\$ 18,790</b>	<b>\$ 7</b>
Cash Balances - April 30, 2023	25,606	683	683	-
<b>Cash Balances - April 30, 2024</b>	<b>\$ 25,606</b>	<b>\$ 19,480</b>	<b>\$ 19,473</b>	<b>\$ 7</b>
<b>Cash Basis Net Position</b>				
Restricted - Expendable	\$ 25,606	\$ -	\$ -	\$ -
Unrestricted	-	19,480	19,473	7
<b>Total Cash Basis Net Position</b>	<b>\$ 25,606</b>	<b>\$ 19,480</b>	<b>\$ 19,473</b>	<b>\$ 7</b>

**CITY OF KEWANEE, ILLINOIS**  
**SCHEDULE OF CASH TRANSACTIONS - BUDGET TO ACTUAL**  
**GENERAL FUND**  
**Year Ended April 30, 2024**

	<b>Budget</b>			<b>Over (Under)</b>
<b><u>RECEIPTS</u></b>	<b><u>Original</u></b>	<b><u>Final</u></b>	<b><u>Actual</u></b>	<b><u>Budget</u></b>
Taxes	\$ 799,823	\$ 799,823	\$ 799,823	\$ -
Licenses and Permits	255,000	255,000	257,499	2,499
Intergovernmental Receipts	7,160,795	7,160,795	7,304,542	143,747
Charges for Services	1,297,440	1,297,440	1,263,190	(34,250)
Interest Income	200,027	200,027	280,926	80,899
Fines and Forfeits	100,939	100,939	83,644	(17,295)
Other Receipts	120,600	120,600	481,846	361,246
<b>Total Receipts</b>	<b>\$ 9,934,624</b>	<b>\$ 9,934,624</b>	<b>\$ 10,471,470</b>	<b>\$ 536,846</b>
<b><u>DISBURSEMENTS</u></b>				
General Government	\$ 1,417,310	\$ 1,417,310	\$ 1,561,471	\$ (144,161)
Public Safety	6,720,645	6,720,645	7,246,975	(526,330)
Public Works and Transportation	1,374,435	1,374,435	1,128,847	245,588
Culture and Recreation	713,358	713,358	149,132	564,226
Development	566,195	566,195	271,786	294,409
Debt Service:				
Principal Retirement	125,553	125,553	121,575	3,978
Interest and Fiscal Charges	7,831	7,831	7,831	-
<b>Total Disbursements</b>	<b>\$ 10,925,327</b>	<b>\$ 10,925,327</b>	<b>\$ 10,487,617</b>	<b>\$ 437,710</b>
<b>Excess of Receipts</b>				
<b>Over Disbursements</b>	<b>\$ (990,703)</b>	<b>\$ (990,703)</b>	<b>\$ (16,147)</b>	<b>\$ 974,556</b>
<b><u>Other Financing Sources (Uses)</u></b>				
Reimbursements - Interfund Receivables	-	-	(737,383)	(737,383)
Transfers In	87,993	87,993	2,526,092	2,438,099
Transfers Out	(279,802)	(279,802)	(2,567,851)	(2,288,049)
<b>Total Other Financing Sources (Uses)</b>	<b>(191,809)</b>	<b>(191,809)</b>	<b>(779,142)</b>	<b>(587,333)</b>
<b>Net Change in Cash Basis Fund Balance</b>	<b>\$ (1,182,512)</b>	<b>\$ (1,182,512)</b>	<b>\$ (795,289)</b>	<b>\$ 387,223</b>
Balances - April 30, 2023			10,042,599	
<b>Balances - April 30, 2024</b>			<b>\$ 9,247,310</b>	

**CITY OF KEWANEE, ILLINOIS**  
**SCHEDULE OF CASH TRANSACTIONS - BUDGET TO ACTUAL**  
**Year Ended April 30, 2024**

**MOTOR FUEL TAX FUND**

	Budget			Over (Under)
	Original	Final	Actual	Budget
<b><u>RECEIPTS</u></b>				
Motor Fuel Tax Allotment	\$ 706,200	\$ 706,200	\$ 551,519	\$ (154,681)
Interest Income	-	-	70,301	70,301
Other Receipts	-	-	21,219	21,219
<b>Total Receipts</b>	<b>\$ 706,200</b>	<b>\$ 706,200</b>	<b>\$ 643,039</b>	<b>\$ (63,161)</b>
<b><u>DISBURSEMENTS</u></b>				
Public Works and Transportation	\$ 725,000	\$ 725,000	\$ 793,270	\$ (68,270)
<b>Total Disbursements</b>	<b>\$ 725,000</b>	<b>\$ 725,000</b>	<b>\$ 793,270</b>	<b>\$ (68,270)</b>
<b>Excess (Deficiency) of Receipts Over Disbursements</b>	<b>\$ (18,800)</b>	<b>\$ (18,800)</b>	<b>\$ (150,231)</b>	<b>\$ (131,431)</b>
Transfers In	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Cash Basis Fund Balaance</b>	<b>\$ (18,800)</b>	<b>\$ (18,800)</b>	<b>\$ (150,231)</b>	<b>\$ (131,431)</b>
<b>Balance, Beginning of Year</b>			1,808,076	
<b>Balance, End of Year</b>			<b>\$ 1,657,845</b>	

**NHR SALES TAX INFRASTRUCTURE IMPROVEMENT FUND**

	Budget			Over (Under)
	Original	Final	Actual	Budget
<b><u>RECEIPTS</u></b>				
Intergovernmental Receipts	\$ 865,467	\$ 865,467	\$ 836,833	\$ (28,634)
Interest Income	3,000	3,000	674	(2,326)
<b>Total Receipts</b>	<b>\$ 868,467</b>	<b>\$ 868,467</b>	<b>\$ 837,507</b>	<b>\$ (30,960)</b>
<b><u>DISBURSEMENTS</u></b>				
Public Works and Transportation	\$ 205,000	\$ 205,000	\$ 162,273	\$ 42,727
Debt Service:				
Principal Retirement	310,400	310,400	300,000	10,400
Interest and Fiscal Charges	37,650	37,650	37,650	-
<b>Total Disbursements</b>	<b>\$ 553,050</b>	<b>\$ 553,050</b>	<b>\$ 499,923</b>	<b>\$ 53,127</b>
<b>Excess (Deficiency) of Receipts Over Disbursements</b>	<b>\$ 315,417</b>	<b>\$ 315,417</b>	<b>\$ 337,584</b>	<b>\$ 22,167</b>
Transfers In	\$ -	\$ -	\$ -	\$ -
Transfers Out	(57,200)	(57,200)	(1,061,462)	(1,004,262)
<b>Total Other Financing Sources (Uses)</b>	<b>\$ (57,200)</b>	<b>\$ (57,200)</b>	<b>\$ (1,061,462)</b>	<b>\$ (1,004,262)</b>
<b>Net Change in Cash Basis Fund Balaance</b>	<b>\$ 258,217</b>	<b>\$ 258,217</b>	<b>\$ (723,878)</b>	<b>\$ (982,095)</b>
<b>Balance, Beginning of Year</b>			872,203	
<b>Balance, End of Year</b>			<b>\$ 148,325</b>	

**CITY OF KEWANEE, ILLINOIS**  
**SCHEDULE OF CASH TRANSACTIONS - BUDGET TO ACTUAL**  
Year Ended April 30, 2024

**SANITATION FUND**

	Budget		Over (Under)	
	Original	Final	Actual	Budget
<b><u>RECEIPTS</u></b>				
Charges for Services	\$ 1,390,715	\$ 1,390,715	\$ 1,403,598	\$ 12,883
Fines and Forfeits	15,107	15,107	18,444	3,337
Other Receipts	2,039	2,039	12,779	10,740
<b>Total Receipts</b>	<b>\$ 1,407,861</b>	<b>\$ 1,407,861</b>	<b>\$ 1,434,821</b>	<b>\$ 26,960</b>
<b><u>DISBURSEMENTS</u></b>				
Personnel	\$ 551,899	\$ 551,899	\$ 596,032	\$ (44,133)
Contractual	891,032	891,032	683,304	207,728
Commodities	54,300	54,300	51,241	3,059
Capital Expenditures	15,000	15,000	58,512	(43,512)
Other Disbursements	25,000	25,000	3,582	21,418
<b>Total Disbursements</b>	<b>\$ 1,537,231</b>	<b>\$ 1,537,231</b>	<b>\$ 1,392,671</b>	<b>\$ 144,560</b>
<b>Excess of Receipts Over Disbursements</b>	<b>\$ (129,370)</b>	<b>\$ (129,370)</b>	<b>\$ 42,150</b>	<b>\$ 171,520</b>
<b>Other Financing Sources (Uses)</b>				
Transfers In	\$ -	\$ -	\$ -	\$ -
Transfers Out	(38,800)	(38,800)	-	38,800
<b>Total Other Financing Sources (Uses)</b>	<b>(38,800)</b>	<b>(38,800)</b>	<b>-</b>	<b>38,800</b>
<b>Net Change in Cash Basis Net Position</b>	<b>\$ (168,170)</b>	<b>\$ (168,170)</b>	<b>\$ 42,150</b>	<b>\$ 210,320</b>
Balances - April 30, 2023			299,046	
<b>Balances - April 30, 2024</b>			<b>\$ 341,196</b>	

**WATER FUND**

	Budget		Over (Under)	
	Original	Final	Actual	Budget
<b><u>RECEIPTS</u></b>				
Licenses and Permits	\$ -	\$ -	\$ 726	\$ 726
Charges for Services	2,245,694	2,245,694	2,319,121	73,427
Interest Income	3,558	3,558	6	(3,552)
Fines and Forfeits	54,233	54,233	48,149	(6,084)
Other Receipts	18,635	18,635	75,290	56,655
<b>Total Receipts</b>	<b>\$ 2,322,120</b>	<b>\$ 2,322,120</b>	<b>\$ 2,443,292</b>	<b>\$ 121,172</b>
<b><u>DISBURSEMENTS</u></b>				
Personnel	\$ 828,678	\$ 828,678	\$ 1,011,225	\$ (182,547)
Contractual	811,505	811,505	823,674	(12,169)
Commodities	161,750	161,750	232,465	(70,715)
Capital Expenditures	636,715	636,715	456,962	179,753
Other Disbursements	30,000	30,000	13,936	16,064
<b>Total Disbursements</b>	<b>\$ 2,468,648</b>	<b>\$ 2,468,648</b>	<b>\$ 2,538,262</b>	<b>\$ (69,614)</b>
<b>Excess of Receipts Over Disbursements</b>	<b>\$ (146,528)</b>	<b>\$ (146,528)</b>	<b>\$ (94,970)</b>	<b>\$ 51,558</b>
<b>Other Financing Sources (Uses)</b>				
Transfers In	\$ -	\$ -	\$ -	\$ -
Transfers Out	(662,576)	(662,576)	(577,376)	85,200
<b>Total Other Financing Sources (Uses)</b>	<b>(662,576)</b>	<b>(662,576)</b>	<b>(577,376)</b>	<b>85,200</b>
<b>Net Change in Cash Basis Net Position</b>	<b>\$ (809,104)</b>	<b>\$ (809,104)</b>	<b>\$ (672,346)</b>	<b>\$ 136,758</b>
Balances - April 30, 2023			1,266,547	
<b>Balances - April 30, 2024</b>			<b>\$ 594,201</b>	

**SEWER FUND**

	Budget		Over (Under)	
	Original	Final	Actual	Budget
<u>RECEIPTS</u>				
Charges for Services	\$ 1,866,460	\$ 1,866,460	\$ 1,879,976	\$ 13,516
Interest Income	-	-	44,244	44,244
Fines and Forfeits	27,011	27,011	34,976	7,965
Other Receipts	19,550	19,550	4,843	(14,707)
Total Receipts	<u>\$ 1,913,021</u>	<u>\$ 1,913,021</u>	<u>\$ 1,964,039</u>	<u>\$ 51,018</u>
<u>DISBURSEMENTS</u>				
Personnel	\$ 252,614	\$ 252,614	\$ 400,473	\$ (147,859)
Contractual	1,158,245	1,158,245	1,136,755	21,490
Commodities	66,862	66,862	79,379	(12,517)
Capital Expenditures	1,258,715	1,258,715	364,789	893,926
Other Disbursements	40,000	40,000	33,959	6,041
Total Disbursements	<u>\$ 2,776,436</u>	<u>\$ 2,776,436</u>	<u>\$ 2,015,355</u>	<u>\$ 761,081</u>
Excess of Receipts Over Disbursements	<u>\$ (863,415)</u>	<u>\$ (863,415)</u>	<u>\$ (51,316)</u>	<u>\$ 812,099</u>
Other Financing Sources (Uses)				
Transfers In	\$ 520,176	\$ 520,176	\$ 1,133,447	\$ 613,271
Transfers Out	(29,800)	(29,800)	-	29,800
Total Other Financing Sources (Uses)	<u>490,376</u>	<u>490,376</u>	<u>1,133,447</u>	<u>643,071</u>
Net Change in Cash Basis Net Position	<u>\$ (373,039)</u>	<u>\$ (373,039)</u>	<u>\$ 1,082,131</u>	<u>\$ 1,455,170</u>
Balances - April 30, 2023			<u>1,223,055</u>	
Balances - April 30, 2024			<u>\$ 2,305,186</u>	

**CITY OF KEWANEE, ILLINOIS**  
**TAX INCREMENT FINANCING DISTRICT FUNDS**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES -**  
**CASH BASIS**  
**APRIL 30, 2024**

	<b>Mill Creek Station 2003</b>	<b>East &amp; 11th 2004</b>	<b>Downtown 2015</b>	<b>Lininger</b>	<b>Walworth</b>	<b>Kentville</b>
<b>RECEIPTS</b>						
Taxes	\$ 115,500	\$ 105,849	\$ 342,937	\$ 13,897	\$ 3,308	\$ -
Interest Income	13,707	18,024	20,523	5,426	1	29
Other Receipts	16,012	-	-	-	-	-
<b>Total Receipts</b>	<u>\$ 145,219</u>	<u>\$ 123,873</u>	<u>\$ 363,460</u>	<u>\$ 19,323</u>	<u>\$ 3,309</u>	<u>\$ 29</u>
<b>DISBURSEMENTS</b>						
General Government	\$ 12,000	\$ 12,000	\$ -	\$ -	\$ -	\$ -
Public Works	-	-	91,831	-	-	-
Development	3,361	3,354	22,068	3,354	3,356	3,368
Debt Service:						
Principal Payment	51,500	20,634	-	-	-	-
Interest and Fiscal Charges	4,147	1,861	-	-	-	-
<b>Total Disbursements</b>	<u>\$ 71,008</u>	<u>\$ 37,849</u>	<u>\$ 113,899</u>	<u>\$ 3,354</u>	<u>\$ 3,356</u>	<u>\$ 3,368</u>
<b>Excess (Deficiency) of Receipts over Disbursements</b>	<u>\$ 74,211</u>	<u>\$ 86,024</u>	<u>\$ 249,561</u>	<u>\$ 15,969</u>	<u>\$ (47)</u>	<u>\$ (3,339)</u>
Transfer In (Out)	<u>\$ (40,357)</u>	<u>\$ (12,664)</u>	<u>\$ (153,207)</u>	<u>\$ (20,652)</u>	<u>\$ (6,509)</u>	<u>\$ 392,490</u>
Net Change in Cash Basis Fund Balances	\$ 33,854	\$ 73,360	\$ 96,354	\$ (4,683)	\$ (6,556)	\$ 389,151
Cash Basis Fund Balances - Beginning	<u>285,691</u>	<u>431,768</u>	<u>289,596</u>	<u>93,118</u>	<u>75,729</u>	<u>(92,492)</u>
<b>Cash Basis Fund Balances - Ending</b>	<u><u>\$ 319,545</u></u>	<u><u>\$ 505,128</u></u>	<u><u>\$ 385,950</u></u>	<u><u>\$ 88,435</u></u>	<u><u>\$ 69,173</u></u>	<u><u>\$ 296,659</u></u>



**HOPKINS & ASSOCIATES**  
*Certified Public Accountants*

314 S. McCoy St. Box 224  
Granville, IL 61326

306 Backbone Road East  
Princeton, IL 61356

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE  
WITH STATE OF ILLINOIS PUBLIC ACT 85-1142

The Honorable Mayor, City Council, and City Manager  
City of Kewanee, Illinois  
Kewanee, Illinois

City of Kewanee, Illinois

We have audited the financial statements of the City of Kewanee, Illinois, for the year ended April 30, 2024, and have issued our report thereon dated January 24, 2025. The financial statements are the responsibility of the City of Kewanee, Illinois' management. Our responsibility is to express an opinion on these financial statements based on our audit.

Our audit was made in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

The management of the City of Kewanee, Illinois, is responsible for the government's compliance with laws and regulations. In connection with our audit, referred to above, we selected and tested transactions and records to determine the government's compliance with the State of Illinois Public Act 85-1142, "An Act in Relation to Tax Increment Financing."

The results of our tests indicate that for the items tested, the City of Kewanee, Illinois, complied with Subsection (q) of Illinois Compiled Statutes 65 of (ILCS) 5/11-74.4-3 of the Illinois' Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142).

*Hopkins & Assoc.*

Granville, Illinois  
January 24, 2025



**CITY OF KEWANEE, ILLINOIS**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**Year Ending April 30, 2024**

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**FINANCIAL STATEMENT FINDINGS**

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**1. FINDING NUMBER:** 2024- 001      **2. THIS FINDING IS:**      ☐ New      ☒ Repeat from Prior Year?  
Year originally reported? 2023

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**3. Criteria or specific requirement**

There is inadequate control over the functions of processing and recording the financial transactions of the City due to inadequate segregation of duties and limited personnel. Internal controls should be in place that provide reasonable assurance that all reconciliations are completed in a timely manner and reviewed by an individual with appropriate qualifications.

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**4. Condition**

There is inadequate control over the functions of processing and recording the financial transactions of the City due to inadequate segregation of duties and limited personnel. Funds were not reconciled in a timely manner that resulted in many year-end adjustments to correct unidentified issues throughout the year.

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**5. Context**

There is inadequate control over the functions of processing and recording the financial transactions of the City due to inadequate segregation of duties and limited personnel. Funds were not reconciled in a timely manner that resulted in many year-end adjustments to correct unidentified issues throughout the year.

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**6. Effect**

Without the proper staff in place and without adequate segregation of duties, the likelihood of unauthorized or false transactions will be prevented or detected in a timely fashion is significantly diminished which may result in misstated financial statements.

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**7. Cause**

The City has a limited number of staff to allow for adequate segregation of duties, and had turnover in the finance department during the fiscal year that caused significant hardships in preparing accurate financial statements at year-end.

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**8. Recommendation**

Officers of the City and the City Council need to closely supervise and review the accounting information on an on-going basis throughout the year to ensure that reconciliations and bookkeeping have been completed in a timely and appropriate manner to help prevent errors and irregularities in the City's accounting and financial reporting.

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**9. Management's response**

The City has put appropriate personnel into place to ensure that reconciliations and bookkeeping are completed in a timely and accurate manner. The Mayor and City Council should review this information to ensure that there are not errors or irregularities in the City's accounting and financial reporting throughout the year.

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**CITY OF KEWANEE, ILLINOIS**  
**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS**  
**Year Ending April 30, 2024**

<u>Finding Number</u>	<u>Condition</u>	<u>Current Status</u>
2023-01	There is inadequate control over the functions of processing and recording the financial transactions of the City due to inadequate segregation of duties and limited personnel. Funds were not reconciled in a timely manner that resulted in many year-end adjustments to correct unidentified issues throughout the year.	Repeat finding for 2024. See Finding Number 2024-01

**CITY OF KEWANEE, ILLINOIS  
CORRECTIVE ACTION PLAN  
Year Ending April 30, 2024**

Finding Number: 2024-001

**Finding Synopsis:**

City lacks proper segregation of duties and has limited personnel in place in the finance department.

**Action Steps:**

City has reconciled all accounts as of the end of the fiscal year. Stable and adequate staff is now in place in the finance department to ensure that all finance functions are completed in a timely manner, and are done in an accurate fashion. The City does not anticipate this to be an on-going finding.

**Contact Person:**

James Webb, Director of Finance (309) 761-1006

**Anticipated Completion Date:**

April 30, 2025

ORDINANCE #XXXX

AN ORDINANCE AMENDING CHAPTER 153: SIGN REGULATIONS ESTABLISHED IN THE CITY OF KEWANEE CODE OF ORDINANCES AND DECLARING THAT THIS IS ORDINANCE IS IN FULL FORCE AS PROVIDED BY LAW.

**WHEREAS,** The City of Kewanee has previously established permitted Chapter 153: Sign Regulations; and

**WHEREAS,** The City Council has found that the need for updating certain ordinances as needed.

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 153 of the City Code by removing the existing Chapter 153 in its entirety and replacing with the text as follows:

## **CHAPTER 153: SIGN REGULATIONS**

### Section

#### ***General Provisions***

- 153.010 Title
- 153.020 Purpose and intent
- 153.030 Modifications to the IBC
- 153.040 Definitions

#### ***General Regulations***

- 153.050 Permits required
- 153.100 Maintenance
- 153.120 Abandoned and Prohibited
- 153.140 Permitted signs in residential districts
- 153.141 Permitted signs in business districts
- 153.142 Permitted signs in manufactured district
- 153.143 Signs on marquees, canopies and awnings
- 153.144 Signs on pylons, standards, clocks and supports
- 153.145 Signs on masonry pylons
- 153.160 Sign construction

153.170 Signs located upon lots having lawful nonconforming use located within a residential district

153.190 Regulations for accessory signs

153.200 Regulations for temporary signs

153.210 Regulations for off-premises signs

153.220 Regulations for portable signs

153.230 Fees

153.400 Location of signs prohibited above or on public property

153.410 Signs prohibited on fire escapes

153.420 Cloth banners over street

### ***Administration and Enforcement***

153.550 Duties of Building Director

153.560 Failure to comply with standards

153.990 Penalty

## **GENERAL PROVISIONS**

### **§ 153.010 TITLE.**

(A) This chapter shall be known, cited and referred to as the Sign Regulations of the City of Kewanee.

### **§ 153.020 PURPOSE AND INTENT.**

(A) To protect and enhance the character, property values and stability of new and existing residential neighborhoods and business and manufacturing districts in the city;

(B) To establish a regulatory framework for the use of signs as an adjunct to economic and social activities of the residents, institutions and businesses of the community;

(C) To conserve the taxable value of land and buildings;

(D) To reduce sign clutter and the potential for the distraction of motorists and the degradation of the appearance, of the community that results from an excessive number of signs;

(E) To protect aesthetic values and to establish and maintain standards of community appearance with respect to signs, canopies and awnings;

(F) To provide standards and procedures for the removal, elimination or relocation of signs, which fail to conform to those standards as established herein;

(G) To establish an administrative framework for the enforcement of the standards and regulations established herein;

(H) To further accomplish the general purpose and intent of the Codified Ordinances of the city; and

(I) To promote and protect the health, safety, morals, comfort, convenience and general welfare of the people of the city.

### **§ 153.030 MODIFICATIONS TO THE IBC.**

The following are modifications to sections H101.1 through H115, inclusive, of the IBC International Building Code.

Omit the following subparagraph to § H101.2 Permit exemptions:

H101.2.1 Painted non-illuminated signs.

*Painted non-illuminated signs do require an approved building permit application per this code.*

Add the following subparagraphs to H101.2 Permit exemptions:

H101.2.6 Yard/Garage Sale Signs on Private Property. A permit shall not be required for a sign erected on private property that announces a yard or garage sale by the person or persons that occupy a residence on the property. Nor is a permit required for a yard or garage sale sign erected on the property of another person; however, such provision does not relieve the person placing the sign from getting the permission of the property owner to place the sign on the private property. In all cases signs announcing a yard or garage sale shall be in place for only 24 hours.

H101.2.7 Contractor Signs on Private Property. A permit shall not be required for a sign erected on private property that announces that a contractor is doing work on the piece of private property or within or on a structure on private property. In all cases signs announcing a contractor's work on private property shall be in place only during the period of the contractor's work.

H101.2.8 Auction Direction Signs on Private Property. A permit shall not be required for a sign erected on private property that indicates the direction to a public auction being held by an auctioneer that has obtained a license to conduct the auction - such provision does not relieve the person placing the directional sign from getting the permission of the property owner to place the directional sign on the private property.

### **§ 153.040 DEFINITIONS.**

Unless otherwise stated, the following terms shall, for the purpose of this chapter, have the meaning indicated in this chapter. Words used in the present tense include the future. Words used in the masculine gender include the feminine and neuter. The singular number includes the plural and the plural the singular. Where terms are not defined herein, they shall have their ordinary accepted meanings or such as the context shall imply.



**ABANDONED SIGN.** A sign no longer correctly advertising a bona fide business, institution, lessor, owner, product or activity available or located on the premises where the sign is displayed.

**ACCESSORY SIGN.** All other permanent signs, including on-site directional signs for vehicles and pedestrians, parking restrictions, warnings and other similar signs.

**A-FRAME.** A temporary sign, otherwise known as a sandwich board, which is not generally mounted to the ground. It is a double-sided sign connected at the top and separated at the bottom.

**AWNING.** An architectural projection that provides weather protection, identity or decoration and is wholly supported by the building to which it is attached. An **AWNING** is comprised of a lightweight frame structure over which a covering is attached. **AWNINGS** shall comply with Section 3105 of the IBC.

**BACKLIGHTED LETTER.** An illuminated reverse channel letter (open or translucent back) configured so light from the letter is directed against the surface behind the letter producing a halo lighting effect around the letter.

**BANNER SIGN.** A sign made of fabric or any non-rigid material with no enclosing framework. A **BANNER SIGN** shall be a temporary sign as regulated by this chapter.

**BENCH.** Any bench, chair, seat or structure upon which a person may sit and which directs attention to a business, commodity service or entertainment conducted, sold or offered for sale. **BENCH** signs are prohibited in the city.

**BILLBOARD.** A structure typically having square footage of more than 200 square feet, and not exceeding 300 square feet, directing attention to or advertising a business, commodity, service, product or property. Billboards are typically an OFF-PREMISES SIGN and require an approved Special Use Permit.

**BUILDING DIRECTOR.** Building Director, Neighborhood Services Coordinator or designee thereof.

**CABINET SIGN.** A lettered glass or plastic panel lit by fluorescent lighting behind.

**CANOPY.** A permanent structure or architectural projection of rigid construction over which a covering is attached that provides weather protection, identity or decoration, and shall be structurally independent or supported by attachment to a building on one end. **CANOPIES** must comply with Section 3105 of the IBC.

**CHANGEABLE COPY SIGN.** Any sign on which the message, letters, characters, illustrations or other symbols can be changed, replaced or rearranged on the surface of the sign. CHANGEABLE COPY SIGN includes LED signs.

**CITY.** The City of Kewanee, Illinois.

**COMBINATION SIGN.** A sign incorporating any combination of the features of pole, projecting and roof signs.

**CONSTRUCTION SIGN.** A sign identifying the designers, contractor and financiers and other information regarding a project on the site where the sign is located.

**CORNERSTONE.** A ceremonial masonry stone, or replica, set in a prominent location on the outside of a building, with an inscription on the stone indicating the construction dates of the building and the names of architect, builder, or other significant information.

**DETERIORATED.** When applied to a sign or sign face. A sign, including any components of the sign, that has become structurally weakened or any part of the sign showing wear, damage or missing parts or has become illegible in.

**DEVELOPMENT SIGN.** A monument sign placed at the entrance to a residential, commercial or industrial subdivision, indicating the name of the subdivision.

**DIRECTIONAL SIGN.** A sign designating the location or direction of any place or area.

**DIRECTORY.** Any permanent, enclosed changeable copy sign used to identify the occupants of a building or group of buildings and their location within the same.

**EYE CATCHER.** A temporary sign or device which flutters or moves in the wind, which revolves, moves or changes shape, or which reflects light in a startling or unusual way or which emits light, changes color, or turns on and off in such a way as to attract or capture the attention of a passerby. For the purposes of this definition, it shall not be a requirement that **EYE CATCHERS** contain or put forth any particular message or other information. However, the presence of a message or other information attached to or incorporated into the design of the **EYE CATCHER** as defined herein shall not serve to classify it as any type of sign other than an eye catcher. Included here are strings of flags, pennants, whirlygigs, balloons or other inflatable items, or other wind-driven devices, flashing lights, search lights, novelty items or similar devices but without limitation to their being specifically included herein.

**FACADE.** All window and wall area in the front plane or elevation of a building or storefront. In the case of a two-story building, only the first level shall be used in calculating the **FACADE** area. For purposes of calculating wall signage, if the facade is not a straight line, the **FACADE** shall be the lineal distance measured from corner to corner at grade level.

**FLAG.** A lightweight fabric, or other material with patterns and colors, which is meant to move in the wind.

**GROUND SIGN.** A freestanding sign permanently attached to or supported by a foundation. Not attached to any building. Some examples of **GROUND SIGNS** include but are not limited to pole signs and monument signs.

**MARQUEE.** A permanent roofed structure attached to and supported by the building and may project into the public right-of-way. **MARQUEES** must comply with Section 3106 of the IBC. **MARQUEES** that project into the public right-of-way require an approved special use permit.

**MEASURED SIGN.** All permanent signs for which this chapter establishes restrictions upon the area of the sign or upon the total area of the signage to be displayed upon a lot.

**MEASURED SIGN AREA.** The area of the sign face determined in one of the following ways and upon which the regulations of the amount of signage permitted by this chapter is based:

(1) The **MEASURED SIGN AREA** shall be taken as the area inside a perimeter determined by connecting with straight line segments the extreme outside corners or edges of the sign face. When individual letters are used, the sign area shall be determined by the above procedure and shall include all of the blank space, as well as the individual letters, in the square foot area thus determined;

(2) Where the sign contains more than one face facing in the same direction, the perimeter shall enclose all faces;

(3) Where the sign contains identical faces facing in opposite directions, the **MEASURED SIGN AREA** shall only be counted once; and

(4) All measurements shall be made from the actual sign or from scaled drawings and shall be accurate within one square foot. All **MEASURED SIGN AREAS** are expressed in square feet.

**NAME PLATE.** A sign containing the name or street address and occupation or profession of the occupant of a building.

**OFF-PREMISES SIGN.** A sign which refers to a place of business or event at a location other than the lot upon which the sign is erected. An **OFF-PREMISES SIGN** shall require an approved special use permit.

**PAINTED WALL SIGN.** Any wall sign that is applied directly to the wall or other surface of any existing building or other structure without any support or surface preparation other than paint, primer, or similar products or materials.

**PENNANT.** Any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire or string, usually in series, designed to move in the wind.

**POLE SIGN.** A sign wholly supported by a sign structure in the ground.

**PORTABLE SIGN.** Any temporary ground sign or any other ground sign that does not conform to the regulations for sign construction and erection. **PORTABLE SIGNS** include but are not limited to those on trailers or other framed base not attached to the ground in conformance with the adopted building code and may be illuminated or non-illuminated and may have changeable copy characteristics.

**PROJECTING SIGN.** A sign other than a wall sign, which projects from and is supported by a wall of a building or structure. **PROJECTING SIGNS** must comply with § H112 of the IBC.

**REAL ESTATE SIGN.** Any sign indicating that the premises upon which it is located is available for sale or lease. A **REAL ESTATE SIGN** may be either a ground sign or a wall sign.

**ROOF SIGN.** A sign erected upon or above a roof or parapet of a building or structure. **ROOF SIGNS** must comply with § H110 of the IBC.

**ROTATING OR MOVING SIGN.** Any sign which revolves, rotates, swings, undulates or otherwise attracts attention by moving parts, whether operated by mechanical equipment or by natural sources, but not including flags or banners.

**SIGN.** Any letter, figure, character, mark, plane, point, marquee sign, design, poster, pictorial, picture, stroke, stripe, line, trademark, reading matter or illuminated service, which shall be constructed, placed, attached, painted, erected, fastened or manufactured in any manner whatsoever, so that the same shall be used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine or merchandise, whatsoever, which is displayed in any manner outdoors. Every **SIGN** shall be classified and conform to the requirements of that classification as set forth in this chapter. Any **SIGN** classification not set forth in this chapter shall conform to the requirements of that classification as set forth in appendix H of the IBC, § 3105, § 3106 and/or any other section of the IBC that applies to said sign classification.

**SNIPESIGN.** A temporary sign or poster affixed to a tree, fence and the like.

**TEMPORARY SIGN.** A temporary sign is any sign irrespective of the type of sign or the materials used for its construction which is restricted by the terms of this chapter as to the length of time that it may be erected, maintained, used or displayed. In addition, the term TEMPORARY SIGN shall include any sign constructed of temporary, unsubstantial or inherently fragile materials such as paper, cardboard, water soluble paints and other materials. See also § 153.200.

**WALL SIGN.** Any sign which is attached to and supported by the wall of a building or other structure provided the sign face is parallel to the wall to which the sign is attached.

**WINDOW SIGN.** Any permanent sign displayed inside the window or a doorway of a building or upon the interior wall of a building opposite a window in a way as to be clearly visible from the outside.

## GENERAL REGULATIONS

### § 153.050 PERMITS REQUIRED.

The standards, regulations and procedures established by this chapter shall apply to all signs erected, displayed or maintained in the city, including all exterior signs and all interior signs located in windows, doorways or other building openings which are clearly visible from the building exterior, except for exempt signs as provided in § 153.050(A).

Permits for signs will be required when specified by this code and/or § H101 of the International Building Code or any other section of the International Building Code. It shall be unlawful for any person to erect, modify or maintain any measured sign or any temporary sign for which a permit is expressly required without first obtaining a sign permit from the Building Department and making payment of the fee required. In addition, all electrical signs, electrical

access signs and electrical temporary signs subject to the regulations of the Electrical Code of the city shall be subject to the permit and fee requirements established therein.

Permits for signs may require engineered and stamped plans at the discretion of the Building Official.

(A) Exempt signs.

(1) Traffic control signs, warning signs and temporary construction and routing signs erected, maintained or operated by a governmental agency in conformance with the Manual for Uniform Traffic Control Devices;

(2) Signs authorized and erected by the city, including public notices posted by public officials or employees in the performance of their duties;

(3) The signs of any other governmental agency erected and maintained in the furtherance of agency's official mission, duties and responsibilities;

(4) Warning signs placed by utility companies or others in areas of danger that are accessible to the public;

(5) Identification tags, labels, plaques and signs used by utility companies and other organizations to identify fixed operating equipment and for similar purposes;

(6) Signs on poles which indicate towing regulations or restrictions;

(7) Homeowner's signs indicating items of personal property "for sale," "beware of dog," "no trespassing" and similar signs may be displayed upon residential property provided the signs pertain to an actual offering for sale or announce an actual warning and provided further that the signs do not exceed two square feet in area;

(9) Political signs as permitted and allowed by state or federal laws.

(10) Religious signs may be displayed without permit provided that the signs are not located in the public right-of-way or attached to utility poles or trees. Not included in this exempt section are signs identifying places of religious worship, which are considered measured signs;

(11) Real estate signs in conformance with the requirements of § 153.140(A)(2);

(12) Seasonal decorations, including items of a primarily decorative nature associated with national, local or religious holidays. Seasonal decorations visible from the public right-of-way shall be removed within 60 days after the event;

(13) Snipe signs and temporary signs advertising garage sales, estate sales, bazaars and rummage sales and similar events may be displayed during the time of the event. The signs shall not be attached to any utility poles, light standard, tree or placed in any right-of-way;

(14) Construction signs. See § 153.20(B).

**§ 153.100 MAINTENANCE.**

*Maintenance of signs.* All signs shall be maintained in a safe, legible and good condition.

(A) *Safety.* All signs shall be maintained to the same structural standards by which they were approved or, in the case of nonconforming signs, the standard by which they would have otherwise been approved. All metal parts which are subject to rust or corrosion shall be painted at all times, all anchors and other fastenings shall be maintained in a secure and functioning condition capable of sustaining the loads for which they were designed. All sign faces shall be smooth and free from nails, tacks, wires, splinters and other hazards.

(B) *Legibility.* All signs shall be maintained in a legible condition. Painted signs shall be repainted at times as the deterioration of the paint results in illegibility or disfiguration.

(C) *Condition.* All glass panes or panes of other materials that comprise the sign face shall be immediately replaced if broken. All electrical components, switches, lamps, relays, fuses and similar devices shall be maintained in good working order.

(D) Any sign that becomes a danger to the public, because of damage to or deterioration of the structure, must be removed immediately. Where the owner cannot be immediately contacted, the Building Director may order the sign removed. Where the owner of the property on which an abandoned sign is located fails to remove the sign in a timely manner, the Building Director may remove the sign. Any expense directly incurred in the removal of the sign shall be charged to the owner of the property. Where the owner fails to pay, the city may file a lien upon the property for the purpose of recovering all reasonable costs associated with the removal of the sign.

#### **§ 153.120 ABANDONED AND PROHIBITED SIGNS.**

(A) *Abandoned signs.* The following regulations shall govern abandoned signs.

(1) For the purpose of this chapter, the following signs shall be deemed abandoned:

(a) Any sign, which is located on property which becomes vacant and which remains vacant for a period of 30 days except that real estate signs in accordance with § 153.140(A)(2) may be displayed thereon;

(b) Any sign, wherever located, which refers to a business or other activity, which has become vacant and remains vacant for a period of 30 days;

(c) Any sign announcing an event or the date or dates of an event which has passed, except permanent signs announcing the opening of a new business or activity provided that the references to the dates of the opening are removed upon opening.

(d) Any dilapidated, deteriorated, unreadable, illegible, structurally unsound or unsafe sign.

(2) *Removal of abandoned signs.* It shall be the responsibility of the owner of any property upon, which an abandoned sign is located, to remove the sign within 30 days after a sign meets the aforementioned Abandoned sign criteria.

(B) *Prohibited signs.* The following signs, parts of signs, characteristics of signs and sign-like objects are prohibited and may not be erected, maintained, continued or used in the city:



(1) Any sign or similar object, color, light, shape or combination thereof which resembles an official traffic control device or sign, or is a representation of a traffic control device or sign;

(2) Any obscene language or graphic material or other representation of an obscenity or obscene act;

(3) Any sign, signal or similar device which emits music, speech, simulated speech or any other sound on a regular or intermittent basis;

(4) Any sign affixed to a tree;

(5) Any sign affixed to a utility pole, public light or street light, traffic control device or similar standard used for lighting;

(6) Any sign or similar device, which contains a strobe light or any other high intensity light, which is emitted on a periodic or intermittent basis, or any light used as an eye catcher;

(7) Bench signs as defined herein;

(8) Cross-street banners. Banners strung across the public right-of-way are prohibited except as permitted by § 153.420;

(9) Any otherwise exempt sign, which exceeds the regulations or restrictions for size, location or time of display.

(C) *Removal of prohibited signs.* It shall be the responsibility of the owner of any property, upon which a prohibited sign is located, to remove the sign within 30 days after a sign meets the aforementioned Abandoned sign criteria. Where the owner of the property on which a prohibited sign is located fails to remove the sign in a timely manner, the Building Director may remove the sign. Any expense directly incurred in the removal of the sign shall be charged to the owner of the property. Where the owner fails to pay, the city may file a lien upon the property for the purpose of recovering all reasonable costs associated with the removal of the sign.

## **§ 153.140 PERMITTED SIGNS IN RESIDENTIAL DISTRICTS.**

In all Residential Districts, the following classes of signs are permitted per the regulations set forth hereinafter:

(A) Nonflashing, nonilluminated accessory business signs, as follows:

(1) Nameplates and identification signs, subject to the following:

(a) For one- and two-family dwellings, there shall be not more than one nameplate, not exceeding one square foot in area, for each dwelling unit, indicating the name or address of the occupant or a permitted occupation.

(b) For multiple-family dwellings, for apartment hotels, and for buildings other than dwellings, a single identification sign not exceeding 32 square feet in area and indicating only the name and address of the building and the name of the management thereof may be displayed.

(c) Height. No sign shall project higher than one story, or 20 feet above the curb level, whichever is lower.

(2) “For Sale,” “To Rent” Signs, subject to the following:

(a) There shall be not more than one such sign per lot except that on a corner lot, two signs, one facing each street, shall be permitted. No sign shall exceed eight square feet in area nor be closer than eight feet to any other zoning lot.

(b) Projection. No sign shall project beyond the property line into the public way.

(c) Height. No sign shall project higher than one story or 20 feet above curb level, whichever is lower.

(3) Signs accessory to parking areas, subject to the following:

(a) Signs designating entrances or exits to or from a parking area and limited to one sign for each such exit or entrance and to a maximum size of three square feet each shall be permitted. One sign per parking area designating the conditions of use or identity of such parking area and limited to a maximum size of eight square feet shall be permitted, provided that on a corner lot two such signs, one facing each street, shall be permitted.

(b) Height. No sign shall project higher than seven feet above curb level.

(B) Nonflashing, accessory business signs, as follows: Church bulletins, subject to the following:

(1) There shall be not more than one sign per lot except that on a corner lot, two signs, one facing each street, shall be permitted. No sign shall exceed 18 square feet in area nor be closer than eight feet to any other zoning lot.

(2) Projection. No sign shall project beyond the property line into the public way.

(3) Height. No sign shall project higher than one story or 20 feet above the curb level, whichever is lower.

## **§ 153.141 PERMITTED SIGNS IN BUSINESS DISTRICT.**

(A) Permitted signs in B-1 Districts. In the B-1 Districts, business signs are permitted, subject to the following:

(1) All signs and nameplates permitted in the R-1 to R-5 Districts, inclusive.

(2) The gross area in square feet of all signs on a zoning lot shall not exceed three times the lineal feet of frontage of such zoning lot. The gross area of all flashing signs shall not exceed two times the lineal frontage of such lot.

(3) Location. The sign or signs shall front the principal street, a parking area, or in the case of a corner building, on that portion of the side street wall within 50 feet of the principal street.

(4) Projection. No sign shall project more than two inches across the property line into the public way, except as provided for awnings, marquees and canopies in this subchapter.

(5) Height. No sign shall project higher than 30 feet above curb level.

(B) Permitted signs in B-2, B-3, and B-4 Districts. In the B-2, B-3, and B-4 Districts, inclusive, business and advertising signs are permitted, subject to the following:

(1) All signs and nameplates permitted in the B-1 Districts.

(2) The gross area in square feet of all signs on a zoning lot shall not exceed three times the lineal feet of frontage of such zoning lot, provided that the gross area of flashing signs shall not exceed two times the lineal feet of frontage of such lot.

(3) Location. The sign or signs shall front the principal street, parking area, or in the case of a corner building, on that portion of the side street wall within 50 feet of the principal street.

(4) Projection.

(a) Signs suspended from any building shall not project more than 72 inches beyond the building line and the bottom of such sign shall not be less than eight feet above the finished grade of the sidewalk.

(b) Any sign projecting or suspended from a building shall not exceed 12 feet in height and its location and arrangement shall be subject to approval by the Health, Building and Zoning Officer.

(5) Height. No sign shall project higher than 30 feet above curb level.

#### **§ 153.142 PERMITTED SIGNS IN MANUFACTURING DISTRICTS.**

(A) Permitted Signs, M-1 Districts. In the M-1 Districts, the regulations governing signs in the B-2 Districts shall apply.

(B) Billboards and poster panels having a sign area not exceeding 300 square feet, provided the location of their sites and the limitations of the time of their use and all other terms and conditions thereof are first approved as provided in this subchapter.

#### **§ 153.143 SIGNS ON MARQUEES, CANOPIES AND AWNINGS.**

(A) Restrictions imposed by this subchapter on the projection of signs across property lines into the public way shall not apply, except in Residence Districts, to signs located on a marquee or canopy shall be affixed flat to the surface thereof, and further, that no such sign shall extend vertically or horizontally beyond the limits of said marquee or canopy, except that individual, free-standing letters may project to a height not exceeding 24 inches above same.

(B) Restrictions imposed by this subchapter on the projection of signs across property lines into the public way shall not apply except in Residence Districts, to signs located on awnings,

provided that any sign located on an awning shall be affixed flat to the surface thereof, shall be nonilluminated and nonflashing, and shall indicate only the name and address of the establishment on the premises. Further, no such sign shall exceed vertically or horizontally beyond the limits of said awning.

#### **§ 153.144 SIGNS ON PYLONS, STANDARDS, CLOCKS AND SUPPORTS.**

Signs, clocks or other advertising devices erected upon standard separate supports shall be placed so as to be entirely within the property lines of the premises upon which it is located, and no part of the sign or standard shall have a total height greater than 20 feet above the level of the street upon which the sign faces or above the adjoining ground level if such ground level is above the street level, nor shall the surface of any such sign exceed an area of 100 square feet.

#### **§ 153.145 SIGNS ON MASONRY PYLONS.**

Signs may be placed on the face of a masonry pylon when the pylon is constructed as an integral part of the building and such pylon does not project above the roof line more than 12 feet and the type, design, and construction of the pylon complies with all of the requirements of this chapter and the building code.

#### **§ 153.160 SIGN CONSTRUCTION.**

All signs other than temporary signs shall be constructed in conformance with appendix H and or all other applicable sections of the International Building Code, International Residential Code and the Kewanee City Code.

#### **§ 153.170 SIGNS LOCATED UPON LOTS HAVING LAWFUL NONCONFORMING USE LOCATED WITHIN A RESIDENTIAL DISTRICT.**

##### *(A) Permitted signs.*

(1) Wall signs are permitted under 12 square feet in gross sign area. Illuminated, animated, and flashing wall signs are prohibited.

(2) Window signs are permitted. Illuminated, animated, and flashing window signs are prohibited.

(3) All other signs are prohibited.

##### *(B) Sign construction and design.*

(1) Sign construction must be constructed in conformance with appendix H and or all other applicable sections of the International Building Code.

(2) Color scheme, lettering and design of all signs located upon the building must complement the building upon which it is located as well as the surrounding buildings within the surrounding residential district.

(C) *Applications for permits.*

(1) Applications for permits for signs located upon lawful nonconforming buildings and properties located inside a residential district must be accompanied by full color scale drawings and/or photos as required by the building director.

(2) Applications may be denied by the building director if the drawings and/or photos of the proposed sign are found to not be complementary to the surrounding buildings and environment.

**§ 153.190 REGULATIONS FOR ACCESSORY SIGNS.**

(A) *General regulations.* Accessory signs as defined in § 153.040 shall be erected and maintained only in conformance with the following regulations.

(1) *Permits and fees.* Permits are required and fees are charged for the erection and maintenance of accessory signs that the signs shall conform to the regulations herein except that any electrical accessory sign shall conform to the Electrical Code of the city.

(2) *Accessory signs.* Shall not block the view of traffic at intersections or at the entrance or exit to the property or neighboring property for which the signs is erected and shall conform to the requirements established within the International Building Code and the Kewanee City Code.

(B) *Regulations for particular accessory signs.*

(1) *Nameplates.* Signs displaying the name of the occupant, the business or profession, and the street name and number may be displayed near the entrance to the building, provided the sign does not exceed a measured area of two square feet.

(2) *Window signs.* Signs painted on windows and indicating the name of the occupant and the business or profession conducted therein are permitted accessory signs provided the signs are limited to one per street frontage and that each sign does not exceed two and one-half square feet of measured sign area.

(3) *Warning signs.* Signs posting private property against trespassing, hunting or similar prohibitions, provided the signs do not exceed two square feet of measured sign area.

**§ 153.200 REGULATIONS FOR TEMPORARY SIGNS.**

Temporary signs may be erected and maintained only in accordance with the following regulations.

(A) *General regulations.*

(1) *Permits.* Temporary signs as provided in division (B), below, shall only be erected pursuant to the issuance of a temporary sign permit. Any electrical temporary sign shall be subject to the Electrical Code of the city.

(2) *Fees.* Temporary signs for which permits are required shall only be erected and maintained after the payment of a fee as provided in § 150.016, including any electrical fee,

except that no fee shall be required for any construction sign for a project for which a building permit has been issued.

(3) *Size of signs.* The measured sign area of temporary signs, the number of signs, or the aggregate area of the signs shall not exceed the area or size limitation imposed in division (B) herein.

(4) *Location of signs.* No temporary sign shall be located in the public right-of-way or in any required yard within ten feet of the public right-of-way.

(5) *Time of display.* The erection and maintenance of all temporary signs shall be limited to the time period specified in division (B) herein, or to the time period specified in the permit, whichever is less.

(6) *Removal of temporary signs.* All temporary signs shall be removed by the owner as follows:

- (a) Upon the expiration of the permit;
- (b) Upon the expiration of the time period established in division (B) herein;
- (c) When any sign becomes damaged, deteriorated or illegible; and

(d) Further, any temporary sign that does not contain the identification required above, is displayed before or after the time period established by permit, or otherwise does not display the time period as provided above may be immediately removed by an inspector of the Building Department or any other person.

(B) *Regulations for particular temporary signs.* The following regulations are established for particular temporary signs.

(1) *Construction signs.* One sign identifying a construction project, the owner, architect, general contractor, subcontractors, financiers and other information relating to a construction project may be erected at the construction site in accordance with the following:

- (a) *Size.* Not to exceed 64 square feet.
- (b) *Locations.* Within the property lines subject to the requirements for safety and clear view of intersections.
- (c) *Height.* Not to exceed 14 feet.
- (d) *Period of display.* From two weeks before ground breaking until occupancy.
- (e) *Permit.* No permit shall be required for a construction sign placed upon property for which a valid building permit as been issued.

(2) *Point of sale signs.* The use of temporary, intermittent, freestanding signs to advertise products or sale items, prices or for similar purposes shall only be used in accordance with the following.

- (a) *Size.* No individual sign shall exceed four square feet.



(b) *Location.*

1. No point of sale sign shall be located on the public right-of-way and shall not be placed such that it causes an obstruction of view of traffic causing a safety hazard.

2. *Exception:* one point of sale sign of the A-frame type will be allowed per store front on the public right-of-way in the following uptown locations provided that the sign meets the sign specifications herein, the sign is placed directly in front of the effected business, the sign is placed either directly adjacent to the store front or at the furthest point on the sidewalk next to the roadway directly in front of the effected business, such that the sign is not in the direct walking path on said sidewalk.

100-300 W. First St.

100-400 W. Second St.

100 E. Second St.

100-200 W. Third St.

100-200 E. Third St.

100 W. Fifth St.

100-300 N. Tremont St.

100-200 N. Chestnut St.

100 N. Lexington Ave.

100 S. Main St.

100-300 N. Main St.

(c) *Height.* No point of sale sign shall exceed a height of five feet.

(d) *Period of display.* A point of sale sign shall be promptly removed immediately after the advertised event or sale has expired.

(e) *Permit.* Point of sale signs shall not require a permit so long as the point of sale sign conforms with this code.

(f) *Removal.* Point of sale signs shall be removed immediately if it becomes deteriorated or illegible.

(g) *Allowable quantity.* One Point of sale sign shall be allowed for every 20 linear feet of lot frontage and signs shall be spaced/installed with this 20 foot spacing.

## **§ 153.210 REGULATIONS FOR OFF-PREMISES SIGNS.**

**OFF-PREMISES SIGNS** are prohibited in the city unless a special use permit has been granted by the Planning Commission of the city. An **OFF-PREMISES SIGN** along a state

highway must conform to the State Highway Advertising Control Act as permitted by the State of Illinois and shall also require a special use permit granted by the Planning Commission of the city. Off-premises signs must conform to all applicable sections of this code.

Penalty, see § 153.990

### **§ 153.220 REGULATIONS FOR PORTABLE SIGNS.**

**PORTABLE SIGNS** are prohibited within the city without an approved permit. Permits for portable signs in the city may be granted by the Director of Community Development. The fee for portable signs will be \$25 annually.

(A) Permit required. For all portable signs, the owner or tenant must contact the Director of Community Development and apply for a portable sign permit by providing the name and address of the applicant, and the description and location of the sign to be erected on a sign permit application prior to actual installation.

(B) Number. Only one portable sign may be displayed on a property at any one time.

(C) Term of use. Any one lot is permitted to display a portable sign, with an approved permit, for a maximum of 90 days within any 12-month period. Signs may be displayed for a maximum of 15 consecutive days, and must be removed for a minimum of 15 consecutive days. Portable signs in use for more than 90 days of any 12-month period will no longer be defined as portable under this chapter and will be required to conform to the regulations for signs other than temporary or portable in this chapter.

### **§ 153.230 FEES.**

A permit fee for each sign erected under this chapter shall be paid to the city as set forth in § 150.016.

### **§ 153.400 LOCATION OF SIGN PROHIBITED ABOVE OR ON PUBLIC PROPERTY.**

No signboard or billboard shall be erected on or over public property unless so permitted by the City Council.

Penalty, see § 153.990

### **§ 153.410 SIGNS PROHIBITED ON FIRE ESCAPES.**

No part of any sign shall be attached to a fire escape or placed to interfere with the ingress or egress from windows in case of fire.

Penalty, see § 153.990

### **§ 153.420 CLOTH BANNERS OVER STREET.**

Special permits for cloth banners to overhang streets in the city may be granted with the consent of the City Council. Such banners shall be securely fastened and holes put in the banners to relieve wind pressure. These banners cannot be located over or near any power lines.

Penalty, see § 153.990

## **ADMINISTRATION AND ENFORCEMENT**

### **§ 153.550 DUTIES OF BUILDING DIRECTOR.**

(A) *Building Director.* This chapter shall be administered and enforced by the Building Director who shall have the following powers and duties:

- (1) Receive all applications for sign permits;
- (2) Perform the review and inspections required by this chapter;
- (3) Enforce, as appropriate, the other laws and ordinances of the city as the same apply to the erection and maintenance of signs;
- (4) Issue all permits in conformance with this chapter;
- (5) Issue all citations or notices of violations required by this chapter;
- (6) Maintain accurate records of all permits, inspections, citations, violations and fees and make the records available for public inspection during normal business hours;
- (7) Make all determinations required of the City Council as provided by this chapter;
- (8) Review and resolve any conflicts in standards, regulations, requirements or procedures arising from the application of this chapter and other laws or ordinances of the city regulating the erection and maintenance of signs or the licensing of sign contractors;
- (9) Make all determinations, requirements, conditions or agreements necessary to affect the removal of nonconforming signs and signs subject to the amortization provisions of this chapter;
- (10) Interpret the various provisions of this chapter as requested by either the City Council, City Manager, the applicant for or holder of a sign permit or the public;
- (11) Review all requests for variations from the regulations established by this chapter and issue an order in accordance with the standards established below; and
- (12) Make rules governing the administration and enforcement of this chapter in accordance with the provisions of the Kewanee City Code.

(B) *Enforcement.*

- (1) The Building Director shall be authorized to enforce all provisions of this chapter. If the Building Director shall find that any sign has been erected or is being maintained in violation

with the provisions of the chapter, the Building Director shall issue any citation which is necessary or take any action necessary as provided by the Kewanee City Code.

**§ 153.560 FAILURE TO COMPLY WITH STANDARDS.**

Any sign which is not brought up to the standards of this chapter within a reasonable time after being so ordered by the Building Director, said time limit being determined by the Building Director, shall be ordered razed or removed, said order being given by the Building Director. The expense of said razing or removal is to be recovered from the person owning or controlling said sign.

**§ 153.990 PENALTY.**

Whoever violates, fails to comply with or resists the enforcement of any of the provisions of this chapter shall, upon conviction, be fined not less than \$50 nor more than \$750 for each offense. A separate offense shall be deemed committed each day during or on which a violation, failure to comply or resisting of enforcement occurs or continues.

Adopted by the Council of the City of Kewanee, Illinois this 10<sup>th</sup> day of February 2025.

ATTEST:

\_\_\_\_\_  
Kasey Mitchell, City Clerk

\_\_\_\_\_  
Gary Moore, Mayor

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

Definitions:

Removed: Automobile Laundry, Local Cartage, Dwelling Group, Family.

Added: Car Wash.

Edited: Billboard, Dwelling Unit, Multi-Family Dwelling, One-Family Dwelling, Two-Family Dwelling, Porch.

Numerous edits throughout to remove references to HBZ Officer or Heal Building & Zoning Officer and replace with Building Official.

Added Section 155.010 adoption International Zoning Code for reference.

Edit: 155.020 to show B-4 as a district which was already defined in the code.

Edit: 155.023 removed item (B). The city has vacated streets and alleys in the past.

Remove: 155.043. Out dated.

Edit: 155.048 to reflect IRC, IBC and IFC already adopted.

Edit: 155.060(E)(2)(a) Side yard to reflect established policy.

Edit: 155.060(E)(5)(a) to reflect established policy dealing with permitted obstructions concerning decks.

Edit: 155.114(A)(10) SUP no longer required to obtain a liquor license as long as the zoning district allows it.

Edit: 155.118(D)(2) Spelling correction.

Remove: 155.140 through 155.145. This complete section was moved to Section 153.140 though 153.145.

ORDINANCE #XXXX

AN ORDINANCE AMENDING CHAPTER 155: ZONING CODE ESTABLISHED IN THE CITY OF KEWANEE CODE OF ORDINANCES AND DECLARING THAT THIS IS ORDINANCE IS IN FULL FORCE AS PROVIDED BY LAW.

**WHEREAS,** The City of Kewanee has previously established permitted Chapter 155: Zoning Code; and

**WHEREAS,** The City Council has found that the need for updating certain ordinances as needed.

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 155 of the City Code by inserting text shown as underlined and omitting text shown as ~~striketrough~~ as follows:

## **CHAPTER 155: ZONING CODE**

### Section

#### ***General Provisions***

- 155.001 Title
- 155.002 Intent and purpose
- 155.003 Definitions
- 155.004 Interpretation; purpose
- 155.010 International Zoning Code

#### ***District Boundaries; Map***

- 155.020 Establishment of districts
- 155.021 Zoning maps
- 155.022 New or annexed land
- 155.023 Zoning of streets, alleys, public ways and railroad rights-of-way
- 155.024 Boundary lines

#### ***General Use Regulations***

- 155.035 Scope
- 155.036 Nonissuance of license or permit for uses or changes contrary to provisions

- 155.037 Residential districts; purpose
- 155.038 Business districts; purpose
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### **GENERAL PROVISIONS**

#### **§ 155.001 TITLE.**

This chapter shall be known, cited and referred to as the Kewanee Zoning Regulations.

('71 Code, § 11-1-1) (Ord. 1413, passed 9-13-60)

#### **§ 155.002 INTENT AND PURPOSE.**

This chapter is adopted for the following purposes:

- (A) To promote and protect the public health, safety, morals, comfort and general welfare of the people;
- (B) To divide the city into zones or districts restricting and regulating therein the location, erection, construction, reconstruction, alteration and use of buildings, structures and land for residence, business, and manufacturing and other specified uses;
- (C) To protect the character and the stability of the residential, business, and manufacturing areas within the City and to promote the orderly and beneficial development of such areas;
- (D) To provide adequate light, air, privacy and convenience of access to property;

(E) To regulate the intensity of use of lot areas, and to determine the area of open spaces surrounding buildings, necessary to provide adequate light and air and to protect the public health;

(F) To establish building lines and the location of buildings designed for residential, business, manufacturing, or other uses within such areas;

(G) To fix reasonable standards to which buildings or structures shall conform therein;

(H) To prohibit uses, buildings, or structures incompatible with the character of development or intended uses within specified zoning districts;

(I) To prevent additions to, or alterations or remodeling of, existing buildings or structures in such a way as to avoid the restrictions and limitations imposed hereunder;

(J) To limit congestion in the public streets and protect the public health, safety, convenience, and general welfare by providing for the off-street parking of motor vehicles and the loading and unloading of commercial vehicles;

(K) To protect against fire, explosion, noxious fumes, and other hazards in the interest of public health, safety, comfort and general welfare;

(L) To prevent the overcrowding of land and undue concentration of structures, so far as is possible and appropriate in each district, by regulating the use and bulk of buildings in relation to the land surrounding them;

(M) To conserve the taxable value of land and buildings throughout the city;

(N) To provide for the elimination of nonconforming uses of land, buildings and structures which are adversely affecting the character and value of desirable development in each district; and

(O) To define and limit the powers and duties of the administrative officers and bodies as provided herein.

('71 Code, § 11-1-2) (Ord. 1413, passed 9-13-60)

## **§ 155.003 DEFINITIONS.**

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

**ACCESSORY BUILDING or USE.** A subordinate building or use which is located on the same lot on which the principal building or use is situated and which is reasonably necessary and incidental to the conduct of the primary use of such building or main use, when permitted by district regulations.

**ACREAGE.** Any tract or parcel of land having an area of one acre or more which has not been subdivided by metes and bounds or platted.

**ADULT BUSINESS.** A business based upon materials or performances that depict describe, or relate to “specified sexual activities” or “specified anatomical areas,” as defined under “adult use” in this section, or a place establishment or business which offers, advertises, or is engaged in any activity, service, sale, or display of any commodity or service which is prohibited by statute or ordinance to minors, or which otherwise forbids sales to, or excludes minors by virtue of age.

**ADULT USE.** An **ADULT USE** shall include the following:

(1) **ADULT MEDIA STORE.** An establishment or business having as a substantial or significant portion of its stock-in-trade, and offers, for any form of consideration, any one or more of the following:

(a) Books, magazines, newspapers, tabloids, photographs, films, tapes, pictures, computer software, and other media matter depicting, describing, or relating to “specified sexual activities” or “specified anatomical areas,” as defined in this subsection, or an establishment with a segment or section devoted to the sale or display of such material; or

(b) Instruments, devices, or paraphernalia that are designed for use in connection with “specified sexual activities.”

(2) **ADULT ARCADE.** An establishment where, for any form of consideration, one or more still or motion picture projectors, slide projectors, video players or similar machines, for viewing by five or fewer persons each, are used to show films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by an emphasis upon the depiction or description of specified sexual activities or specified anatomical areas;

(3) **ADULT TOPLESS OR BOTTOMLESS ENTERTAINMENT BUSINESS.** An establishment, whether or not an eating and drinking place and whether or not such establishment is authorized to sell beer or alcoholic liquor for consumption on the premises, which provides dancers or any other form of entertainment which involves specified sexual activities or the display of specified anatomical areas as the predominant or primary entertainment activity of such establishment;

(4) **ADULT PHYSICAL CULTURE BUSINESS.** An establishment which offers or advertises massage, body rubs, and physical contact with specified anatomical areas whether or not licensed. Exempted from this definition are establishments which routinely provide medical services by State-licensed medical practitioners, electrolysis equipment, continuing instruction in martial or performing arts, or instruction in organized athletic activities;

(5) **ADULT ARTISTS-BODY PAINTING STUDIO.** An establishment or business which provides as a substantial or significant part of its business the services of applying paint or other substances to or on the human body when such body is unclothed in any specified anatomical area;

(6) **ADULT MODELING STUDIO.** An establishment or business which provides, as a substantial or significant part of its business, the services of the modeling of adults distinguished or characterized by emphasis on depicting specified sexual activities or specified anatomical areas by means of photography, painting, sketching, drawing, or otherwise;

(7) **ADULT MOTEL/HOTEL.** An establishment or business which provides motel or hotel rooms which primarily offer motion pictures presenting materials distinguished or characterized by an emphasis on matters depicting, describing, or relating to specified sexual activities or specified anatomical areas for observation by patrons;

(8) **ADULT MOTION PICTURE THEATER.** An establishment or business used for presenting motion pictures, presenting material distinguished or characterized by an emphasis on matters depicting, describing, or relating to specified sexual activities or specified anatomical areas for observation by patrons; and

(9) **OTHER ADULT USES.** Any other commercial use predominantly dealing in matters appealing to prurient interests.

(10) **ADULT.** For the purposes of this section **ADULT** shall mean and refer to persons twenty-one (21) years or older.

(11) **SPECIFIED SEXUAL ACTIVITIES.** For the purposes of this section **SPECIFIED SEXUAL ACTIVITIES** shall mean:

- (a) Human genitals in a state of sexual stimulation or arousal;
- (b) Acts of human masturbation, sexual intercourse, or sodomy;
- (c) Fondling or other erotic touching of the human genitals, pubic region, buttocks, or breasts;
- (d) Actual or simulated sex acts including intercourse, oral copulation, anal intercourse, oral or anal copulation, bestiality, direct physical stimulation of clothed or unclothed genitals, flagellation or torture in the context of a sexual relationship, anilingus, coprophagy, coprophilia, cunnilingus, fellatio, necrophilia, pedophilia, piquerism, sodomy, or zooerastia; or
- (e) Masturbation, actual or simulated; or
- (f) Fondling or touching of nude human genitals, pubic region, buttocks, anus, or female breast; or
- (g) Masochism, erotic or sexually-oriented torture, beating or the infliction of pain; or
- (h) Erotic or lewd touching, fondling or other sexually oriented contact with an animal by a human being; or
- (i) Human excretion, urination, menstruation, vaginal or anal irrigation; or

(j) Striptease of the removal of clothing; or

(k) The wearing of transparent or diaphanous clothing, including models dressed only in lingerie to the point where specified anatomical areas, as defined below, are exposed or clearly visible.

(12) **SPECIFIED ANATOMICAL AREAS.** For the purposes of this section “specified anatomical areas,” shall mean:

(a) Less than completely or opaquely covered human genitals, pubic region, buttocks, or the female breast area below a point immediately above the top of the areolae; and

(b) Human male genitals in a discernibly turgid state even if completely and opaquely covered.

**AIRPORT or AIRCRAFT LANDING FIELD.** Any landing area, runway, or other facility (including heliports), designed, used or intended to be used either publicly or privately by any person for the landing and taking off of aircraft, including all necessary taxiways, aircraft storage and tiedown areas, hangars and other necessary buildings and open spaces.

**ALLEY.** A public way, not more than 30 feet wide, which affords only a secondary means of access to abutting property.

**APARTMENT.** A room or suite of rooms in a multiple-family structure, which is arranged, designed, used, or intended to be used as a single housekeeping unit.

~~**AUTOMOBILE LAUNDRY.** A building or portion thereof where automobiles are washed with the use of a chain conveyor and blower or steam-cleaning device.~~

**AUTOMOBILE REPAIR, MAJOR.** Engine rebuilding or major reconditioning of worn or damaged motor vehicles or trailers; collision service, including body, frame, or fender straightening or repair; and overall painting of vehicles.

**AUTOMOBILE REPAIR, MINOR.** Incidental repairs, replacement of parts, and motor service to automobiles, but not including any operation specified under **AUTOMOBILE REPAIR, MAJOR**.

**AUTOMOBILE SERVICE STATION.** A place where gasoline, stored only in underground tanks, kerosene, lubricating oil or grease, for operation of automobiles, are offered for sale directly to the public on the premises and including minor accessories and services for automobiles; but not including major automobile repairs; and including washing of automobiles where no chain conveyor, blower or steam-cleaning device is employed. When the dispensing, sale or offering for sale of motor fuels or oil is incidental to the conduct of a public garage, the premises shall be classified as a public garage. **AUTOMOBILE SERVICE STATIONS** shall not include sale or storage of junkers or junk yards as defined herein.

**AUTOMOBILE WRECKING YARD.** (See Junkyards)



**AWNING.** A roof-like cover, temporary in nature, which projects from the wall of a building or overhangs the public way.

**BASEMENT.** A story partly or wholly underground. Where more than one-half of its height is above the established curb level or above the average level of the adjoining ground where curb level has not been established, a basement shall be counted as a story for purposes of height measurement.

**BED AND BREAKFAST INN & TOURIST HOMES.** An owner-occupied house that contains no more than five guest rooms, where short-term lodging rooms and meals are provided. Occupants are capable of independent living.

**BEER GARDEN/OUTDOOR EATING AREA.** An accessory outdoor area where food, alcohol, or beverages are sold to the consumers in connection with a duly licensed restaurant, tavern or club that serves alcoholic liquor, and where such food, alcohol, or beverages are intended to be consumed upon the premises whether indoor or out door. This definition does not include holders of a Class E-Special Licence as defined in ~~Chapter 11~~ Section §111.18 (A) of the City Code. Nor does this definition include temporary outdoor use of the liquor licensee's premises for a period of time of 3 days or less, on no more than 2 occasions annually, when such use has been approved by the city's Liquor Commissioner, and is in compliance with all other regulations.

**BILLBOARD.** Any structure or portion thereof upon which are signs or advertisements used as an outdoor display. This definition does not include any bulletin boards used to announce church services, or to display court or other public office notices, or signs offering the sale or lease of the premises on which the sign is located. See also BILLBOARD in Chapter 153 Sign Regulations.

**BOARDING HOUSE.** An establishment with lodging where meals are regularly prepared and served for compensation and where food is placed upon the table family style, without service or ordering of individual portions from a menu. Occupants are capable of independent living.

**BLOCK.** A tract of land bounded by streets or, in lieu of a street or streets, by public parks, cemeteries, railroad rights-of-way, bulkhead lines, or shore lines of waterways or a corporate boundary line of the city.

**BUILDING.** Any structure with substantial walls and roof securely affixed to the land and entirely separated on all sides from any other structure by walls in which there are no communicating doors, windows or openings; and which is designed or intended for the shelter, enclosure, or protection of persons, animals or chattels. Any structure with interior areas not normally accessible for human use, such as gas holders, oil towers, and other similar structures, are not considered as buildings. This term shall include the word **STRUCTURE**.

**BUILDABLE AREA.** The space remaining on a zoning lot after the minimum open space requirements of this chapter have been complied with.

**BUILDING, COMPLETELY ENCLOSED.** A building separated on all sides from the adjacent open space, or from other buildings or other structures, by a permanent roof and by exterior walls or party walls, pierced only by windows and normal exit or entrance doors.

**BUILDING HEIGHT.** The vertical distance measured from the sidewalk level or its equivalent established grade opposite the middle of the front of the building to the highest point of the roof in the case of a flat roof; to the deck line of a mansard roof; and to the mean height level between eaves and ridge of a gable, hip, or gambrel roof; provided, that where buildings are set back from the street line the height of the building may be measured from the average elevation of the finished lot grade at the front of the building.

**BUILDING, NONCONFORMING.** Any building which does not conform to the regulations of this chapter prescribing the maximum floor area ratio, required yards, coverage, height, and setbacks, minimum required spacing between buildings on a single lot, and minimum required usable open space for the district in which such building is located.

**BUILDING, PRINCIPAL.** A building in which is conducted the main use of the zoning lot on which it is situated.

**BUILDING SETBACK LINE.** A line parallel to the street line at a distance from it, regulated by the front yard requirements set-up in this chapter.

**BULK.** The term used to describe the size and mutual relationships of buildings and other structures, as to size; height; coverage, shape; location of exterior walls in relation to lot lines, to the center line of streets, to other walls of the same building, and to other buildings or structures; and to all open spaces relating to the building or structure.

**BUS LOT.** Any lot or land area used for the storage of layover of passenger buses or motor coaches.

**CANNABIS BUSINESS ESTABLISHMENT.** An adult-use cannabis cultivation center, craft grower, processing organization, infuser organization, dispensing organization or transporting organization.

**CANNABIS CRAFT GROWER.** A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

**CANNABIS CULTIVATION CENTER.** A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation

and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

**CANNABIS DISPENSARY.** A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

**CANNABIS INFUSER.** A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

**CANNABIS PROCESSOR.** A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

**CANNABIS TRANSPORTER.** An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

**CANOPY.** A permanent roof-like structure which may be freestanding or extending from part, or all of a building face, placed so as to extend outward from the building providing a protective shield for doors, windows and other openings. Canopies shall be subject to the same location restriction as apply to the building or structure which they serve; with the exception of front yard requirement for canopies on buildings located in the Central Business District.

**CAR WASH.** A facility used to clean the exterior, and in some cases the interior, of cars. Car washes can be self-service, full-service (with attendants who wash the vehicle), or fully automated.

**CARPORT.** A structure, free-standing or attached, open on one or more sides to the weather, which is used for the parking of motor vehicles. Carports shall be subject to the same location restriction as apply to accessory buildings.

~~**CARTAGE, LOCAL.** Pick-up and delivery of parcels, packages and freight by motor truck within and not exceeding 15 miles of the city.~~

**CELLAR.** A cellar is a story having more than one-half of its height below the curb level or below the highest level of the adjoining ground. A cellar shall not be counted as a story for the purpose of height measurement.

**CLINIC or MEDICAL HEALTH CENTER.** An establishment where patients are admitted for special study and treatment by two or more licensed physicians and their professional associates, practicing medicine together.

**CLUB or LODGE, PRIVATE.** A nonprofit association of persons, who are bona fide members paying annual dues, which owns, hires or leases a building or portion thereof.

**CONSUMER MOTOR VEHICLE.** Includes cars, sport utility vehicles, light trucks, motorcycles, and similar types of vehicles typically associated as consumer passenger type vehicles. This shall also include electric and internal combustion motors.

**CURB LEVEL.** The level of the established curb in front of the building measured at the center of such front. Where a building faces on more than one street, the **CURB LEVEL** shall be the average of levels of the curbs at the center of the front of each street. Where no curb elevation has been established, the mean level of the land immediately adjacent to the building shall be considered the **CURB LEVEL**.

**DECK.** See **TERRACE, OPEN**.

**DOG GROOMING.** Dog grooming refers to both the hygienic care and cleaning of a dog, as well as a process by which a dog's physical appearance is enhanced for showing or other types of competition. **DOG GROOMING** shall not include kennel or boarding functions.

**DWELLING.** A building or portion thereof, but not including a house trailer or mobile home, designed or used exclusively for residential occupancy, including one-family dwelling units, but not including hotels, boarding, or lodging houses.

~~**DWELLING UNIT.** One or more rooms in a residential structure or apartment hotel, designed for occupancy by one family, plus not more than four lodgers, for living and sleeping purposes. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.~~

~~**DWELLING, MULTIPLE-FAMILY.** A building or portion thereof, designed or altered for occupancy by three or more families living independently of each other. A building or portion thereof designed for occupancy by three or more families living independently in which they may or may not share common entrances and/or other spaces. Individual dwelling units may be owned as condominiums, or offered for rent.~~

~~**DWELLING, ONE-FAMILY.** A building designed exclusively for use and occupancy by one family, and entirely separated from any other dwelling by space. A detached dwelling unit with kitchen and sleeping facilities, designed for occupancy by one family.~~

**DWELLING, ROW (PARTY WALL).** A row of two to eight attached, one- family, party wall dwellings, not more than two and one half stories in height, nor more than two rooms in depth measured from the building line.

**DWELLING, TWO-FAMILY.** ~~A building designed or altered to provide dwelling units for occupancy by two families.~~ A building designed or arranged to be occupied by two families living independently, with the structure having only two dwelling units.

~~**DWELLING GROUP.** Two or more one-family, two-family, or multiple-family dwellings, or boarding or lodging houses, located on one zoning lot, but not including tourist courts or motels.~~

~~**FAMILY.** One or more persons related by blood, marriage, or adoption or a group of not more than two persons (excluding servants) who need not be related by blood, marriage, or adoption, living together and maintaining a common household, but not including sororities, fraternities or other similar organizations.~~

**FAST FOOD ESTABLISHMENTS.** Eating establishments whose principal business is the preparation of food for immediate sale and consumption, generally served in disposable containers and wrappers, where orders are placed and picked up by patrons at the sales window(s), counter(s) or service area(s) for consumption on or off the premises, where seating is normally without full-time waiter service. These establishments often provide drive-through facilities.

**FIFTH-WHEEL COUPLING.** Provides the link between a semi-trailer and the towing truck, tractor unit, leading trailer or dolly. Some camper trailers use a fifth-wheel configuration, requiring the coupling to be installed in the bed of a pickup truck as a towing vehicle, and **FIFTH WHEEL** is therefore sometimes used as a synonym for such campers in North America. The coupling consists of a kingpin, a two- or three-inch diameter (50.9 or 99.9 mm) steel pin on the front of the semi-trailer, and a horseshoe-shaped coupling device called a **FIFTH WHEEL** on the rear of the towing vehicle.

**FUEL BULK STATION.** A place where crude petroleum, gasoline, naphtha, benzene, benzol, kerosene or other flammable liquid which has a flash point at or below 200° F. is stored for wholesale purposes, where the aggregate capacity of all storage tanks is more than 6,000 gallons, regardless of whether the fuel is stored aboveground, underground or in mobile tank cars or trucks.

**GARAGE, BUS.** Any building used or intended to be used for the storage of three or more passenger motor buses, or motor coaches used in public transportation, including school buses.

**GARAGE, BUS or TRUCK.** A building which is used or intended to be used for the storage of motor trucks, truck trailers, tractors, and commercial vehicles exceeding one and one half-ton capacity.

**GARAGE, PRIVATE.** A detached accessory building or portion of the principal building, designed, arranged, used or intended to be used for the storage of automobiles of the occupants of the premises.

**GARAGE, PUBLIC.** A building other than a private garage, used for the care, incidental servicing, and sale of automobile supplies, or where motor vehicles, are parked or stored for remuneration, hire, or sale within the structure, but not including trucks, tractors, truck trailers, and commercial vehicles exceeding one and one half-ton capacity.

**GOOSENECK TRAILER.** Attaches to the towing vehicle by way of a ball hitch that is mounted in the bed of a pickup truck. **GOOSENECK TRAILERS** are sometimes mistakenly referred to as fifth-wheel. The difference is that **GOOSENECK TRAILERS** utilize a ball hitch and are towed by a pickup truck and fifth-wheel trailers utilize a kingpin and are towed by a semi-tractor.

**GUEST HOUSE.** Living quarters within a detached accessory building located on the same premises with the principal building, for use by temporary guests of the occupants of the premises. Such quarters shall have no kitchen facilities nor be rented or otherwise used as a separate dwelling unit.

**HEAVY COMMERCIAL VEHICLE.** Includes vehicles not of the consumer type. Examples include, but are not limited to, large heavy duty dump trucks, excavation equipment, cranes, bulldozers, farm tractors, and semi-tractors.

**HOME OCCUPATION.** A gainful occupation or profession customarily carried on by an occupant of a dwelling unit as a use which is clearly incidental to the use of the dwelling unit for residential purposes.

**HOSPITAL** or **SANITARIUM.** An institution open to the public in which patients or injured persons are given medical or surgical care; or for the care of contagious diseases or incurable patients.

**HOTEL, APARTMENT.** A building containing dwelling units or individual guest rooms, the majority of which are for permanent guests. Maid and janitor service may be provided but kitchen facilities are not necessarily included.

**HOTEL** or **MOTEL.** A building in which more than five rooms or suites are reserved to provide living and sleeping accommodations for temporary guests, with no provisions in said rooms for cooking in any individual room or suite.

**HOUSEHOLDER.** The occupant of a dwelling unit who is either the owner or lessee thereof.

**INDEPENDENT ELDERLY CONGREGATE HOUSING.** A residential facility occupied by persons age 55 or older, their spouses, or surviving spouses, except for rooms or units occupied by resident staff personnel, within which are provided individual living and sleeping facilities. Such facilities may also provide other services such as, meal preparation, laundry services, room cleaning, transportation for routine social and medical appointments, and counseling.

**INTERMEDIATE CARE FACILITY.** A facility providing basic care, including physical, emotional, social, and other restorative services under periodic medical supervision.

Many of these services, such as nursing care, may require skill in administration. Most of the residents have long-term illnesses or disabilities which may have reached a relatively stable plateau. Other residents whose conditions are stabilized may need medical and nursing services to maintain stability. Essential supportive consultant services are provided.

**JUNKYARD.** A plot of ground, which may be covered with buildings, partially covered with buildings or without any buildings, which plot is used by anyone for buying, selling, storing, exchanging, baling, packing, disassembling, handling, wrecking or trading in junk, dismantled or wrecked motor vehicles or parts thereof, dismantled or wrecked farm machinery or parts thereof, industrial scrap, scrap iron, rags, and any secondhand article whatsoever including but not limited to the foregoing enumerated items, except a plot of ground used for any of the above purposes when dealing with junk, rags and secondhand articles which has a zoning classification of R-1 to R-6 or B-1 to B-3 as set forth in §§ 155.060 through 155.068 and which plot of ground is used in compliance with those chapters. Facilities that qualify in all aspects as a consumer metals recycling facility shall be considered as such, and shall not be considered a junkyard.

**KENNEL, COMMERCIAL.** Any lot or premises or portion thereof on which more than four dogs, cats and other household domestic animals, over four months of age, are kept or on which more than two such animals are boarded for compensation or kept for sale.

**LABORATORY, COMMERCIAL.** A place devoted to experimental study such as testing and analyzing. Manufacturing, assembly or packaging of products is not included within this definition.

**LINE OF BUILDING (FOR MEASURING YARDS).** A line parallel to the nearest lot line drawn through the point of a building or group of buildings nearest to such lot line, exclusive of such features specified as being permitted to extend into a yard.

**LOADING AND UNLOADING SPACE, OFF STREET.** An open hard-surfaced area of land other than a street or public way, the principal use of which is for the standing, loading, and unloading of motor truck, tractors and trailers, to avoid undue interference with the public use of streets and alleys. Such space shall be not less than ten feet in width, 45 feet in length, and 14 feet in height, exclusive of access aisles and maneuvering space.

**LODGING OR ROOMING HOUSE.** A residential structure that provides lodging with or without meals, is available for permanent occupancy only, and which makes no provisions for cooking in any of the rooms occupied by paying guests. Occupants are capable of independent living.

**LOT.** The word **LOT** when used alone shall mean a zoning lot unless the context of this chapter clearly indicates otherwise. This term shall include the works plat.

**LOT, CORNER.** A parcel of land situated at the intersection of two or more streets or adjoining a curved street at the end of a block.



**LOT COVERAGE.** The area of a zoning lot occupied by the principal building or buildings and accessory buildings.

**LOT DEPTH.** The horizontal distance between the front and rear lot lines measured in the mean direction of the side lot lines.

**LOT FRONTAGE.** The front of a lot shall be that boundary of a lot along a public street; for a corner lot the owner may elect either street line as the front lot line.

**LOT, INTERIOR.** A side lot line common with another lot.

**LOT LINE, REAR.** The rear lot line is the lot line or lines most nearly parallel to and most remote from the front lot line. Lot lines other than front or rear lot lines are side lot lines.

**LOT, REVERSED CORNER.** A corner lot, the rear of which abuts upon the side of another lot, whether across an alley or not.

**LOT, THROUGH.** A lot having frontage on two parallel or approximately parallel streets, and which is not a corner lot.

**LOT WIDTH.** The horizontal distance between the side lot lines measured at right angles to the lot depth at the established front building line.

**LOT, ZONING.** See **ZONING LOT**.

**MANUFACTURE.** The making of anything by any agency or process.

**MARQUEE** or **CANOPY.** A roof-like structure of a permanent nature which projects from the wall of a building and may overhang the public way.

**MOBILE HOME.** A transportable, factory-built home designed to permit its transport by wheel on streets to the place where it is to be occupied as a dwelling unit, complete and ready for year-round and permanent occupancy, attached to a permanent foundation.

**MOTOR FREIGHT TERMINAL, PRIVATE.** A building in which freight, brought to said building by motor truck, is assembled and sorted for routing in intrastate and interstate shipment by motor truck.

**NONCONFORMING USE.** Any building, structure or land lawfully occupied by a use or lawfully established at the time of the adoption of this chapter or amendments thereto, which does not conform after the passage of this chapter or amendments hereto with the use regulations of this chapter.

**NURSERY, DAY.** An institution providing care for three or more children under the age of four years for periods of more than four hours but not exceeding 24 hours.

**NURSERY SCHOOL.** An institution providing day care service for children from four to six years of age.

**NURSING HOME** or **REST HOME.** See **INTERMEDIATE CARE FACILITY**.

**OCTAVE BAND.** A means of dividing the range of sound frequencies into octaves in order to classify sound according to pitch.

**PARCEL DELIVERY STATION.** A building in which commodities, sold at retail within the area and packaged by the retailer, are assembled and routed for delivery to retail customers located within the area.

**PARKING AREA, PRIVATE.** An open hard-surfaced area of land, other than a street or public way, designed, arranged, and made available for the storage of private passenger automobiles only, of occupants of the building or buildings for which the parking area is developed and is accessory.

**PARKING AREA, PUBLIC.** An open, hard-surfaced area, other than a street or public way, intended to be used for the storage of passenger automobiles and commercial vehicles under 1½ ton capacity, and available to the public, whether for compensation, free or as an accommodation to clients or customers.

**PARKING SPACE, AUTOMOBILE.** Space within a public or private parking area of not less than 162 square feet (8.5 feet by 19 feet), exclusive of access drives or aisles, ramps, columns, or office and work areas, for the storage of one passenger automobile or commercial vehicle under one and one half-ton capacity.

**PARKING SPACE, RESERVOIR or STACKING.** Off-street parking spaces allocated to motor vehicles awaiting entrance to a drive-in service or ordering window at an establishment, thus minimizing vehicle back-up or congestion in the adjacent roadway.

**PATIO.** See **TERRACE, OPEN.**

**PLANNED DEVELOPMENT.** A tract of land which is developed as a unit under single ownership or control, which includes two or more principal buildings and which is at least four acres in area, except for planned developments operated by a municipal corporation which shall be at least two acres in area, and manufacturing planned developments which shall be at least ten acres in area.

**PORCH.** A ~~roofed-over~~ structure projecting out from the wall or walls of a main structure and commonly open to the weather in part. A porch may or may not have a roof.

**PUBLIC UTILITY.** Any person, firm, corporation or municipal department, duly authorized to furnish under public regulation to the public, electricity, gas, steam, telephone, telegraph transportation, or water.

**RAILROAD RIGHT-OF-WAY.** A strip of land with tracts and auxiliary facilities for tract operation, but not including depots, loading platforms, stations, train sheds, warehouses, car shops, car yards, locomotive shops or water towers.

**RECREATIONAL VEHICLE.** A vehicular-type portable structure (marine or terrain) without a permanent foundation that can be towed, hauled, or driven, and that is primarily designed as a temporary living accommodation for recreational, camping, and travel use, including, but not limited to: camping trailers, motor homes, mini motor

homes, travel trailers, truck campers, van campers, boats, snowmobiles, all-terrain vehicles, or other such items used primarily for recreational purposes. **RECREATIONAL VEHICLE** also includes trailers designed to transport materials other than people, including , but not limited to: boats, vehicles, snowmobiles, and other forms of cargo. **RECREATIONAL VEHICLE** does not include any vehicle which has, or is eligible for, a passenger license plate.

**RECYCLING FACILITY, CONSUMER METALS.** A facility for the acceptance by donation, redemption, or purchase of recyclable, consumer-based, non-ferrous metal products from the public. Operations at the facility shall be in compliance with § 155.118. Facilities in excess of the size limitations contained in § 155.118 shaft be considered to be junkyards, as defined in § 155.003 herein, and subject to the regulations applicable to junkyards.

**RINGELMANN NUMBER.** The number of the area on the Ringelmann Chart that coincides most nearly with the visual density of emission.

**SALON.** An establishment where a hairdresser or beautician conducts business. Examples of services provided at a salon include, but are not limited to, hair cutting, manicure and pedicure, and spray tanning.

**SEMI-INDEPENDENT ELDERLY CONGREGATE HOUSING.** A facility providing all the features of independent elderly congregate housing along with limited health care and rehabilitative services.

**SEMI-TRAILER.** A trailer with a large proportion of its weight being supported either by a semi-tractor or by a detachable front axle assembly called a dolly. A **SEMI-TRAILER** is equipped with legs that can be lowered to support it when it is unhooked from the tractor. When coupled together, the tractor and trailer combination is often referred to as a semi, 18-wheeler, big-rig or truck and trailer. The purpose of a **SEMI-TRAILER** is to carry freight. Types of **SEMI-TRAILERS** include dry freight vans, refrigerated vans (reefers), flatbeds (standard, step-deck, lowboy, double drop, etc.) and tank trailers. Trailer sizes vary, but the most common sizes are 53 feet or 48 feet in length and 102 inches or 96 inches in width. **SEMI- TRAILERS** are attached to the towing vehicle by way of fifth-wheel coupling.

**SETBACK LINE, BUILDING.** See **BUILDING SETBACK LINE.**

**SHELTERED CARE OR BOARD AND CARE FACILITY.** A facility which provides maintenance (food, shelter and laundry services) and personal care, such as assistance with meals, dressing, movement, bathing, or other personal needs or general supervision and oversight of the physical and mental well- being of an individual who is incapable of managing his person.

**SHIPPING CONTAINER.** A large, strong container, usually constructed of corrugated metal of sufficient strength for stacking, used to store goods during shipment.

**SHORT-TERM RENTALS.** A short-term rental of a single-family dwelling that lets property owners rent out their spaces to travelers looking for a place to stay for periods of 29 days or less.

**SIGN.** A name, identification, description, display or illustration which is affixed to, or painted or represented directly or indirectly upon a building, structure, or piece of land, and which directs attention to an object, product, place, activity, person, institution, organization, or business.

**SKILLED NURSING FACILITY.** A facility providing skilled nursing care, continuous skilled nursing observations, restorative nursing, and other services under professional direction with frequent medical supervision. Such facilities are provided for patients who need the type of care and treatment required during the post-acute phase of illness or during recurrence of symptoms in long-term illness.

**SMOKE UNITS.** The number obtained by multiplying the smoke density in Ringelmann numbers by the time of emission in minutes. For the purpose of this chart, Ringelmann density reading is made at least once every minute during the period of observation; each reading is then multiplied by the time in minutes during which it is observed; and the various products are added together to give the total number of **SMOKE UNITS** observed during the total period under observation.

**SPECIAL USE.** Any use of land or buildings, or both, described and permitted herein, subject to the provisions of §§ 155.155 through 155.157.

**STABLE, LIVERY.** Any building other than a private stable, designed, arranged, used, or intended to be used for the storage of horses and horse-drawn vehicles, or both.

**STORY.** That portion of a building included between the surface of any floor and the surface of the floor next above it, or if there be no floor above it, then the space between the floor and the ceiling next above it. Any portion of a story exceeding 14 feet in height shall be considered as an additional story for each fourteen feet or fraction thereof.

**STORY, HALF.** That portion of a building under a gable, hip, or mansard roof, the wall plates on which, on at least two opposite exterior walls, are not more than four and one half feet above the finished floor of such story. In the case of one-family dwellings, two-family dwellings, and multiple-family dwellings less than three stories in height, a half story in a sloping roof shall not be counted as a story for the purpose of this chapter. In the case of multiple-family dwellings three or more stories in height, a half story shall be counted as a story.

**STREET.** A public way other than an alley.

**STREET LINE.** A line separating an abutting lot, piece or parcel from a street.

**STRUCTURE.** Anything constructed or erected which requires location on the ground or is attached to something having location on the ground.

**STRUCTURAL ALTERATIONS.** Any change other than incidental repairs which would prolong the life of the supporting members of a building or structure, such as bearing walls, columns, beams or girders.

**SWIMMING POOL.** Any structure that contains water which is used, or intended to be used for, swimming, wading, or recreational bathing. This includes in-ground, above-ground, and on-ground swimming pools, hot tubs and spas.

**TAVERN.** A building where liquors are sold to be consumed on the premises.

**TEA ROOM.** A small public eating place which does not use deep fat fryers or grills, whose hours of operation are limited and whose service and decor are designed primarily for feminine clientele but excluding restaurants, cafes and drive-through service windows for same, provided said place may include a small gift shop in the same building.

**TERRACE, OPEN.** A level plane or platform which, for the purpose of this chapter, is located adjacent to one or more faces of a principal or accessory structure and which is constructed not more than four feet in height above the average level of the adjoining ground. Open terrace is the same as a deck or patio.

**TOURIST COURTS, MOTOR LODGES, MOTELS.** A group of attached or detached buildings containing individual sleeping or living units, designed for or used temporarily by automobile tourists or transients, with garage attached or parking space conveniently located to each unit, including auto courts, motels, motor lodges or other similar type uses.

**TRUCK PARKING AREA or YARD.** Any land used or intended to be used for the storage or parking of trucks, tractors, truck trailers and including commercial vehicles, while not loading or unloading and which exceed one and one half-ton in capacity.

**USE.** The purpose for which land or a building thereon is designed, arranged or intended, or for which it is occupied or maintained, let or leased.

**USED CAR LOT.** A zoning lot on which used or new cars, trailers or trucks are displayed for sale or trade.

**YARD.** An open space on the same zoning lot with a principal building or group of buildings, which is unoccupied and unobstructed from its lowest level upward, except as otherwise permitted in this chapter, and which extends along a lot line and at right angles thereto to a depth or width specified in the yard regulations for the district on which the zoning lot is located.

**YARD, FRONT.** A yard extending across the full width of the zoning lot and lying between the front line of the lot and the nearest line of a building.

**YARD, REAR.** A yard extending across the full width of the zoning lot and lying between the rear line of the lot and the nearest line of the principal building.

**YARD, SIDE.** That part of the yard lying between the nearest line of the principal building and a side lot line, and extending from the required front yard (or from the front lot line, if there is no required front yard) to the required rear yard.

**ZERO LOT LINE.** The location of a building on a zoning lot in such a manner that one or more of the building's sides, or the building's party wall, rests directly on a lot line.

**ZONING LOT.** A plot of ground, made up of one or more parcels, which is or may be occupied by a use, building, or buildings including the open spaces required by this chapter.

**ZONING MAPS.** The map or maps incorporated into this chapter as a part hereof, designating zoning districts.

('71 Code, § 11-2-1) (Ord. 1413, passed 9-13-60; Am. Ord. 2057, passed 6-11-79; Am. Ord. 2357, passed 3-28-83; Am. Ord. 2452, passed 8-13-84; Am. Ord. 2475, passed 11-12-84; Am. Ord. 3123, passed 8-25-97; Am. Ord. 3142, passed 1-26-98; Am. Ord. 3165, passed 7-13-98; Am. Ord. 3297, passed 2-13-01; Am. Ord. 3300, passed 3-26-01; Am. Ord. 3327, passed 10-9-01; Am. Ord. 3607, passed 5-11-09; Am. Ord. 3876, passed 2-27-17; Am. Ord. 3883, passed 5-22-17; Am. Ord. 3933, passed 6-25-18; Am. Ord. 3935, passed 7-9-18; Am. Ord. 3980, passed 10-28-19; Am. Ord. 3989, passed 12-19-19; Am. Ord. 4099, passed 5-9-22)

#### **§ 155.004 INTERPRETATION; PURPOSE.**

In interpreting and applying the provisions of this chapter, they shall be held to be the minimum requirements for the promotion of the safety, health, comfort, prosperity, and general welfare. It is not intended by this chapter to interfere with, abrogate, annul, or repeal any ordinance, rules, regulations, previously adopted, and not in conflict with any of the provisions of this chapter or which shall be adopted, pursuant to law relating to the use of buildings or premises, nor is it intended by this chapter to interfere with or abrogate or annul any easements, covenants, or other agreements between parties, except that where this chapter imposes a greater restriction upon the use of buildings or premises or upon the height of buildings or required larger open spaces than are imposed or required by such other provisions or such easements, covenants, or other agreements, the provisions of this chapter shall control.

('71 Code, § 11-24-1) (Ord. 1413, passed 9-13-60)

#### **§ 155.010 INTERNATIONAL ZONING CODE.**

A certain document which is on file in the office of the City Clerk of the city being marked and designated as the "International Zoning Code", 2021 edition, as published by the International Code Council, is hereby adopted by the city for reference. The Building Official may reference and utilize the contents of the International Zoning Code when presented with situations not addressed by this chapter.

### **DISTRICT BOUNDARIES; MAP**

#### **§ 155.020 ESTABLISHMENT OF DISTRICTS.**

In order to carry, out the purposes and provisions of this chapter, the city is hereby divided into the following districts:

***Residential Districts***

- R-1 One-family Dwelling District
- R-2 One-family Dwelling District
- R-3 One-family Dwelling District
- R-4 Two-family Dwelling District
- R-5 Multiple-family Dwelling District
- R-6 Federal, State Housing District

***Business Districts***

- B-1 Business District, Limited Retail
- B-2 Business District, General Retail
- B-3 Business Services and Wholesale District
- B-4 Business District

***Manufacturing Districts***

- M-1 Manufacturing District, Limited
- M-2 Manufacturing District, General

('71 Code, § 11-3-1) (Ord. 1413, passed 9-13-60; Am. Ord. 1596, passed 2-23-70)

**§ 155.021 ZONING MAPS.**

The location and boundaries of the districts established herein are shown upon the zoning map, together with all notations, references and other information shown thereon, and all amendments thereto, shall be a part of this chapter and shall have the same force and effect as if the zoning map, together with all notations, references and other information shown thereon, were fully set forth and described herein.

('71 Code, § 11-3-2) (Ord. 1413, passed 9-13-60)

**§ 155.022 NEW OR ANNEXED LAND.**

Submerged land heretofore reclaimed, or which may be reclaimed hereafter, and land heretofore annexed or which may be annexed to the city hereafter, and which is not shown on the zoning map made a part of this chapter, shall be classified the R-1 One-Family Dwelling District until such time as the Council designates the permitted use of the land per the provisions of this chapter.

('71 Code, § 11-3-3) (Ord. 1413, passed 9-13-60)



### **§ 155.023 ZONING OF STREETS, ALLEYS, PUBLIC WAYS AND RAILROAD RIGHTS-OF-WAY.**

~~—(A)—~~All streets, alleys, public ways, and railroad rights-of-way, if not otherwise specifically designated, shall be deemed to be in the same zone as the property immediately abutting upon such alleys, streets, public ways and railroad rights-of-way. Where the center line of a street, alley, public way, or railroad right-of-way serves as a district boundary, the zoning of such areas, unless otherwise specifically designated shall be deemed to be the same as that of the abutting property up to such center line.

~~—(B)— It is hereby determined to be the policy of said city that no portion of any street or alley within any given block in said city shall be vacated.~~

('71 Code, § 11-3-4) (Ord. 1413, passed 9-13-60; Am. Ord. 1923, passed 7-12-76)

### **§ 155.024 BOUNDARY LINES.**

Wherever any uncertainty exists as to the boundary of any use district as shown on the zoning maps incorporated herein, the following rules shall apply:

(A) Where district boundary lines are indicated as following streets, alleys or similar rights-of-way, they shall be construed as following the center lines thereof.

(B) Where district boundary lines are indicated as approximately following lot lines, such lot lines shall be construed to be such boundaries.

(C) Where a lot is divided by a district boundary line, the entire lot shall be construed to be within the more restricted district; provided, that this construction may be appealed to the Zoning Board of Appeals, per § 33.062(A)(1), if the property owner desires.

('71 Code, § 11-3-5) (Ord. 1413, passed 9-13-60; Am. Ord. 3297, passed 2-13-01)

## **GENERAL USE REGULATIONS**

### **§ 155.035 SCOPE.**

No building or structure shall be erected, converted, enlarged, reconstructed or structurally altered, nor shall any building or land be used for any purpose other than is permitted in the district in which the building or land is located.

('71 Code, § 11-4-1) (Ord. 1413, passed 9-13-60) Penalty, see § 155.999

### **§ 155.036 NONISSUANCE OF LICENSE OR PERMIT FOR USES OR CHANGES CONTRARY TO PROVISIONS.**

No application for a building permit or other permit or license, or for a certificate of occupancy, shall be approved by the administrative officer of this chapter, and no permit or license shall be issued by any other city departments which would authorize the use or change in use of any land or building contrary to the provisions of this chapter, or the erection, moving, alteration, enlargement or occupancy of any building designed or intended to be used for a purpose or in a manner contrary to the provisions of this chapter.

('71 Code, § 11-4-2) (Ord. 1413, passed 9-13-60)

**§ 155.037 RESIDENTIAL DISTRICTS; PURPOSE.**

The residential districts are established in order to protect public health, and promote public safety, convenience, comfort, morals, prosperity and welfare. These general goals include, among others, the following specific purposes:

- (A) To protect residential areas against fire, explosion, noxious fumes, offensive odors, noise, smoke, vibrations, dust, heat, glare and other objectionable factors.
- (B) To protect residential areas to the extent possible and appropriate in each area against unduly heavy motor vehicle traffic, especially through traffic, and to alleviate congestion by promoting off-street parking.
- (C) To protect residential areas against undue congestion of public streets and other public facilities by controlling the density of population through regulation of the bulk of buildings.
- (D) To protect and promote the public health and comfort by providing for ample light and air to buildings and the windows thereof.
- (E) To promote public comfort and welfare by providing for usable open space on the same zoning lot with residential development.
- (F) To provide sufficient space in appropriate locations to meet the probable need for future residential expansion and to meet the need for necessary and desirable services in the vicinity of residences, which increase safety and amenity for residents and which do not exert objectionable influences.
- (G) To promote the best use and development of residential land per a comprehensive land use plan, to promote stability of residential development and protect the value of land and improvements and so strengthen the economic base of the city.

('71 Code, § 11-4-3) (Ord. 1413, passed 9-13-60)

**§ 155.038 BUSINESS DISTRICTS; PURPOSE.**

The business districts are established to protect public health, to promote public safety, comfort, convenience and the general welfare, and to protect the economic base of the city and the value of property. These general purposes include, among others, the following specific objectives:

- (A) To promote the most desirable use of land per a well-considered plan so that adequate space is provided in appropriate locations for the various types of business uses, thereby protecting and strengthening the economic base of the city.
- (B) To place in separate districts those businesses which may create noise, odors, hazards, unsightliness or which may generate excessive traffic.

(C) To permit selected business uses in districts where adjacency to or inclusion in a residential area has sufficient elements of service or convenience to such areas to offset the disadvantage.

(D) To encourage the grouping in appropriate locations of compatible business uses which will tend to draw trade that is mutually interchangeable and so promote public convenience and business prosperity and contribute to the alleviation of traffic and pedestrian congestion.

(E) To provide for the establishment of off-street parking facilities, permitted and required, so as to alleviate traffic congestion and so promote shopping convenience and business prosperity.

('71 Code, § 11-4-4) (Ord. 1413, passed 9-13-60)

### **§ 155.039 MANUFACTURING DISTRICTS; PURPOSE.**

The manufacturing districts are established to protect public health, safety, comfort, convenience and the general welfare and to protect the economic base of the city, as well as the value of real estate, by regulating manufacturing developments in appropriate locations. These general objectives include, among others, the following specific objectives:

(A) To protect established residential areas, and the health of families living therein, by restricting those nearby manufacturing activities which may create offensive noise, vibration, smoke/dust, odors, heat, glare, fire hazards and other objectionable influences to those areas which are appropriate therefor.

(B) To provide adequate space in appropriate locations for most types of manufacturing and related activities so that the economic structure of the community may be strengthened, and that employment opportunities may be found in the interest of public prosperity and welfare.

(C) To provide more space for manufacturing activities in locations accessible to rail and highways, so that the movement of raw materials, finished products and employees can be carried on efficiently and with a minimum danger to public life and property.

(D) To establish proper standards of performance which will restrict obnoxious manufacturing activities, while at the same time encourage and permit the manufacturing activities which have adopted facilities for the processing of finished products without adversely affecting the health, happiness, safety, convenience and welfare of the people living and working in nearby areas.

(E) To protect manufacturing districts from incompatible uses of land by prohibiting the use of such space for new residential development, thereby preserving the land for a more appropriate use per the plans for city improvement and development.

(F) To promote the most desirable use of land per a well-considered plan of land use for all of the city, to conserve the use of property, to promote stability of manufacturing activities and related development, and to protect the character and established

development in each area of the community, to enhance and stabilize the value of land and to protect the tax base of the city.

('71 Code, § 11-4-5) (Ord. 1413, passed 9-13-60)

#### **§ 155.040 BUILDING HEIGHT; BULK; LOT COVERAGE.**

(A) No building shall be erected, reconstructed, relocated or structurally altered so as to have a greater height, a higher ratio or lot coverage or smaller open space about it than permissible under the limitations set forth herein for the district in which such building is located, except that parapet walls, chimneys, cooling towers, elevator bulkheads, fire towers, stacks, stage towers, scenery lofts, grain elevator silos and bins (grain or feed) and necessary mechanical appurtenances shall be permitted to exceed the maximum height provisions when erected per all other ordinances of the city.

(B) No space allocated to a building or dwelling group for the purpose of complying with the side, rear, or front yard or court or other open space or lot area requirements of this chapter, shall thereafter, by reason of change in ownership or for any other reason, be used to satisfy the yard, court, open space, or lot area requirements of any other building or dwelling group.

(C) An open terrace, including a roofed-over open porch or terrace, on dwellings erected prior to July 1, 1996, may occupy a front yard, provided the vertical planes around the exterior perimeter of the porch have at least 50% of their surface area open with no screens, windows or other obstructions, and provided the unoccupied portion of the front yard has a depth of not less than 15 feet. A one-story bay window may project into a front yard not more than three feet. Overhanging eaves, including gutters, may project over the minimum required side yard not more than 18 inches.

(D) No usable open space or off-street parking space or loading space existing or provided hereafter for any building shall be reduced below the minimum requirements hereinafter set forth for such usable open space, parking space, or loading space, nor further reduced if already less than said minimum requirements.

('71 Code, § 11-4-6) (Ord. 1413, passed 9-13-60; Am. Ord. 1715, passed 1-10-72; Am. Ord. 3050, passed 4-22-96) Penalty, see § 155.999

#### **§ 155.041 LOT AREA AND DIMENSION.**

(A) When two or more parcels of land, each of which lacks adequate area and dimension to qualify for a permitted use under the requirements of the use district in which they are located, are contiguous and are held in one ownership, they shall be used as one zoning lot for such use.

(B) Any single lot or parcel of land, held in one ownership, which was of record at the time of adoption of this chapter, that does not meet the requirements for minimum lot width or area, may be utilized for a permitted use, provided that yards, courts or usable open space are not less than 75% of the minimum required dimensions or areas.

(C) A one-family dwelling constructed prior to enactment of the zoning regulations, or amendments thereto, located in any residential zoning district, except R-6, which is nonconforming in terms of lack of width or depth in one of the yards required in the district in which it is located, is permitted to be enlarged, provided the enlargement is not constructed in the nonconforming yard and the nonconforming yard meets the following minimum width or depth:

(1) A nonconforming front yard to be no less than 50% of the front yard required for the district in which the lot is located.

(2) A nonconforming side yard to be no less than 75% of the side yard required for the district in which the lot is located.

(3) A nonconforming rear yard to be no less than 75% of the rear yard required for the district in which the lot is located.

('71 Code, § 11-4-7) (Ord. 1413, passed 9-13-60; Am. Ord. 2926, passed 10-19-94; Am. Ord. 3297, passed 2-13-01)

#### **§ 155.042 LOCATION OF BUILDINGS.**

Except as otherwise provided for in this chapter, every building shall be constructed or erected upon a lot or parcel of land which abuts upon a public street or permanent easement of access to a public street, which easement shall have a minimum width of 25 feet, unless an easement of lesser width was of record prior to the adoption of this chapter.

('71 Code, § 11-4-8) (Ord. 1413, passed 9-13-60) Penalty, see § 155.999

#### **~~§ 155.043 BUILDINGS UNDER CONSTRUCTION.~~**

~~—Nothing in this chapter shall be deemed to require any change in the plans, construction or designated use of any building upon which actual construction was lawfully begun prior to the adoption of this chapter and upon which building actual construction has been diligently carried on, and provided further that such building shall be completed within one year from the date of passage and publication of this chapter.~~

~~('71 Code, § 11-4-9) (Ord. 1413, passed 9-13-60)~~

#### **§ 155.044 BUILDINGS ON A ZONING LOT.**

Every building hereafter erected or structurally altered to provide dwelling units shall be located on a zoning lot as defined in § 155.003 and in no case shall there be more than one such building on one zoning lot.

('71 Code, § 11-4-10) (Ord. 1413, passed 9-13-60) Penalty, see § 155.999

#### **§ 155.045 REZONING OF PUBLIC AND SEMI-PUBLIC AREAS.**

An area indicated on the zoning map as a public park, recreation area, public school site, cemetery or other similar open space, shall not be used for any other purpose than

that designated; and when the use of the area is discontinued, it shall automatically be zoned to the most restricted adjoining district until appropriate zoning is authorized by the City Council within three months after the date of application filed for rezoning.

('71 Code, § 11-4-11) (Ord. 1413, passed 9-13-60) Penalty, see § 155.999

#### **§ 155.046 VISION CLEARANCE ON CORNER LOTS.**

No building or structure hereafter erected and no planting or other obstruction to the vision of drivers of motor vehicles shall be located:

(A) In any R Districts, exceeding a height of three feet above the street grade within 12 feet of the intersecting street lines bordering corner lots, and

(B) In any B or M Districts, within eight feet of the intersecting street lines bordering a corner lot, provided that this regulation shall not apply to that part of a building above the first floor.

('71 Code, § 11-4-12) (Ord. 1413, passed 9-13-60) Penalty, see § 155.999

#### **§ 155.047 SATELLITE DISHES.**

All satellite dishes 24 inches in diameter and larger hereinafter erected within the city limits of the city shall be erected only in the side yard or the rear yard as defined in § 155.003. Satellite dishes erected in the front yard of any property shall be less than 24 inches in diameter and shall be affixed to the principle building on the zoning lot. The Zoning Officer shall be consulted by all citizens regarding the proper placement of any satellite dish to be erected within the city. All free-standing dishes shall be installed only after obtaining a building permit.

('71 Code, § 11-4-13) (Ord. 1413, passed 9-13-60; Am. Ord. 3297, passed 2-13-01) Penalty, see § 155.999

#### **§ 155.048 SMOKE DETECTION DEVICES.**

Smoke Detection Devices shall be installed within every structure as required by the current adopted edition of the International Residential, Building and Fire Codes.

~~—(A) The purpose of this section is to provide the citizens of the city with early warning protection against fire in order to save lives and protect property.~~

~~—(B) Every building used in whole or in part for residential purposes, including, not by way of limitation, mobile homes and all buildings zoned R-1 through R-6, shall have installed therein a smoke detection device or devices which comply with the provisions of this section.~~

~~—(C) (1) Each building hereinbefore specified shall have installed therein an approved fire detection, products of combustion smoke detection device which shall be sensitive to any of the products of combustion and which shall be of either the ionization chamber or photo-electric type and shall comply with all specifications of the~~

~~Underwriters Laboratories, Inc. standard UL 217 (standard for safety single and multiple station smoke detectors) as revised.~~

~~—(2) Detectors sensitive only to heat are not acceptable. Alarm signaling devices shall be clearly audible in all bedrooms when all intervening doors are closed.~~

~~—(D) Every dwelling unit shall be equipped with at least one approved smoke detector in operating condition within 15 feet of every room used for sleeping purposes. The detector shall be installed on the ceiling and at least six inches from any wall, or on a wall located between four and six inches from the ceiling. Every single family residence shall have at least one approved smoke detector installed on every story of the dwelling unit, including basements but not including unoccupied attics. In dwelling units with split levels, a smoke detector installed on the upper level shall suffice for the adjacent lower level if the lower level is less and one full story below the upper level; however, there is an intervening door between the adjacent levels, a smoke detector shall be installed on each level. Every structure which contains more than one dwelling unit, or contains at least one dwelling unit and is a mixed-use structure, shall contain at least one approved smoke detector at the uppermost ceiling of each interior stairwell. The detector shall be installed on the ceiling, at least six inches from the wall, or on a wall located between four and six inches from the ceiling.~~

~~—(E) It shall be the responsibility of the owner of a structure to supply and install all required detectors. The owner shall be responsible for making reasonable efforts to test and maintain detectors in common stairwells and hallways. It shall be the responsibility of a tenant to test and to provide general maintenance for the detectors within the tenant's dwelling unit or rooming unit, and to notify the owner or the authorized agent of the owner in writing of any deficiencies which the tenant cannot correct. The owner shall be responsible for one tenant per dwelling unit with written information regarding detector testing and maintenance. The tenant shall be responsible for replacement of any required batteries in the smoke detectors in the tenant's dwelling unit, except that the owner shall ensure that such batteries are in operating condition at the time the tenant takes possession of the dwelling unit. The tenant shall provide the owner or the authorized agent of the owner with access to the dwelling unit to correct any deficiencies in the smoke detector which have been reported in writing to the owner or the authorized agent of the owner.~~

~~—(F) It shall be unlawful for any person, firm or corporation to sell within the city any smoke detection device unless said detection device meets the standards hereinbefore specified in this section.~~

~~—(G) In the case of any dwelling unit that is newly constructed, reconstructed, or substantially remodeled after December 31, 1987, the requirements of this Section shall apply beginning on the first day of occupancy of the dwelling unit after such construction, reconstruction or substantial remodeling. The smoke detectors required in such dwelling units shall be permanently wired into the structure's AC power line, and if more than one detector is required to be installed within the dwelling unit, the detectors~~

~~shall be wired so that the actuation of one detector will actuate all the detectors in the dwelling unit.~~

~~('71 Code, § 11-4-14) (Ord. 1413, passed 9-13-60; Am. Ord. 2515, passed 5-27-85; Am. Ord. 2687, passed 12-12-88) Penalty, see § 155.999~~

## **DISTRICT REQUIREMENTS**

### **§ 155.060 R-1 ONE-FAMILY DWELLING DISTRICT.**

(A) Permitted uses.

- (1) One-family detached dwellings.
- (2) Home occupations as defined in this chapter.
- (3) Truck gardening and other horticultural uses where no building is involved and when no sale of products is conducted on the premises.
- (4) Churches.
- (5) Convents, monasteries, rectories or parish houses to be occupied by not more than ten persons.
- (6) Temporary buildings and uses for construction purposes for a period not to exceed one year. Said temporary buildings and uses are restricted to construction of residential buildings on the lot where the temporary buildings and uses are located, which residential buildings are in compliance with the provisions of this chapter.
- (7) Accessory buildings, as defined herein and as regulated by §§ 155.105 through 155.107.
- (8) Planned developments, as defined in § 155.003.
- (9) Signs, as regulated by §§ 155.140 through 155.145. Chapter 153.
- (10) Off-street parking facilities, as required or permitted by §§ 155.120 through 155.126.

~~('71 Code, § 11-5-1) (Ord. 1413, passed 9-13-60; Am. Ord. 2784, passed 5-11-92; Am. Ord. 2814, passed 12-14-92)~~

(B) Special uses. The following uses may be allowed by special use permit per the provisions of §§ 155.155 through 155.157.

- (1) Airport, heliport, landing field or landing strip, subject to the Federal Aeronautics Administration certifying that a new or reoriented runway will not interfere with the flight pattern of any established airport, landing field, or landing strip.
- (2) Bus terminal, railroad passenger station, freight terminal, taxicab service, office or station, or any other public transportation terminal facilities.
- (3) Cemeteries, crematories or mausoleums.



- (4) Golf courses, public or private.
- (5) Hospitals or sanitariums, public or private.
- (6) Municipal or privately owned recreation building or community center, when operated not for profit.
- (7) Penal or correctional institutions.
- (8) Planned residential developments, as defined in § 155.003.
- (9) Police station or fire station.
- (10) Public or private park or playground.
- (11) Public utility facilities, for example, filtration plant, water reservoir or pumping station, heat or power plant, transformer station and other similar facilities.
- (12) Railroad rights-of-way.
- (13) Schools, elementary, high or college, public or private.
- (14) Institutions or hospitals for the care of the insane or feeble minded, public or private.
- (15) Multiple-family dwellings and apartments.
- (16) Day care centers or nursery schools.
- (17) Nonresidential parking areas per § 155.122(E).
- (18) Sheltered care or board and care facility.
- (19) Independent and semi-independent elderly congregate housing.
- (20) Salon.
- (21) Dog grooming.
- (22) Short-term rental.

('71 Code, § 11-5-2) (Ord. 1413, passed 9-13-60; Am. Ord. 2091, passed 11-12-79; Am. Ord. 2389, passed 8-22-83; Am. Ord. 2419, passed 3-26-84; Am. Ord. 3047, passed 4-8-96; Am. Ord. 3165, passed 7-13-98; Am. Ord. 3935, passed 7-9-18; Am. Ord. 3980, passed 10-28-19; Am. Ord. 4099, passed 5-9-22)

(C) Height of buildings. The maximum height of buildings permitted shall be as follows:

- (1) One-family detached dwellings: Twenty five feet and not over 2½ stories.
- (2) Church. Seventy five feet for towers or steeples but not more than 45 feet for the main structure.

('71 Code, § 11-5-3) (Ord. 1413, passed 9-13-60)

(D) Lot size.

(1) Every one-family dwelling hereinafter erected or structurally altered shall be on a lot having an area of not less than 8,500 square feet and a width at the established building line of not less than 75 feet, except as provided in division (E)(4) of this section.

(2) Churches, convents, and monasteries hereafter erected or structurally altered shall be on a lot having an area of not less than 10,000 square feet and a width at the building line of not less than 80 feet.

('71 Code, § 11-5-4) (Ord. 1413, passed 9-13-60)

(E) Yard areas. No building shall be erected or enlarged unless the following yards are provided and maintained in connection with such building, structure, or enlargement:

(1) Front yard. Each lot upon which a dwelling or permitted nonresidential use is constructed shall have a front yard of not less than 30 feet. Where lots comprising 40% or more of the frontage between two intersecting streets are developed with buildings having front yards with a variation of more than 15 feet in depth, the average of such front yards shall establish the minimum front yard depth for the entire frontage. In no case shall a front yard of more than 40 feet be required.

(2) Side yard.

(a) On each lot upon which a dwelling is constructed, there shall be a side yard on each side equal to ~~not less than 10% of the width of the lot~~ or 6 feet, whichever is less. ~~the combined total of the side yards on interior lots shall not be less than 17 feet.~~ On corner lots there shall be maintained a side yard of not less than 15 feet on the side adjacent to the street which intersects the street upon which the building or structure maintains frontage, and in the case of a reversed corner lot, there shall be maintained a setback from the side street of not less than 50% of the front yard required on the lots in the rear of such corner lots, but such setback need not exceed 15 feet. No accessory building on said reversed corner lot shall project beyond the front yard required on the adjacent lot to the rear, nor be located nearer than five feet to the side lot line of said adjacent lot.

(b) On lots upon which a church is constructed or extensions made to an existing church, there shall be a side yard of not less than ten feet on each side of the main structure and a combined total of side yards of not less than 25 feet.

(3) Rear yard. Every lot or parcel of land upon which a building is constructed shall have a rear yard of not less than 30 feet.

(4) Lot coverage. Not more than 35% of any lot may be occupied by buildings or structures. including accessory buildings.

(5) Permitted obstructions. The following shall not be considered as obstructions when located within or over required yards:

(a) Open terraces, decks or patios where the walking surface is no greater than 48 inches above the adjacent grade measured at a distance of 3 feet away in all directions.

(b) Awnings;

(c) Chimneys, not exceeding 2% of the width of the yard;

(d) Steps not over four feet in height;

(e) Arbors and trellises;

(f) Fences and walls. Fences and walls shall comply with the regulations set forth in Chapter 158 .

(g) Breezeways and open porches (rear yards only);

(h) Open parking areas.

('71 Code, § 11-5-5) (Ord. 1413, passed 9-13-60; Am. Ord. 1747, passed 8-28-72; Am. Ord. 1993, passed 12-12-77; Am. Ord. 2941, passed 11-28-94; Am. Ord. 3297, passed 2-13-01; Am. Ord. 3875, passed 3-27-17)

(F) Dwelling standards. Every one-story dwelling hereafter erected in any R-1 One-Family District shall have a total ground floor area of not less than 1,100 square feet measured from the outside of the exterior walls, including utility rooms, but excluding cellars, basements, open porches, breezeways, garages and other spaces that are not used frequently or during extended periods for living, eating, or sleeping purposes. Every dwelling of more than one story hereafter erected in any R-1 District shall have a total floor area, measured from the outside of the exterior walls, of not less than 1,400 square feet, including utility rooms, but excluding cellars, basements, open porches, breezeways, garages and other spaces that are not used frequently or during extended periods for living, eating and sleeping purposes, except that enclosed space intended for habitable rooms which are to be completed within a reasonable time may be considered in computing such floor areas.

('71 Code, § 11-5-6) (Ord. 1413, passed 9-13-60) Penalty, see § 155.999

## **§ 155.061 R-2 ONE-FAMILY DWELLING DISTRICT.**

(A) Permitted uses. Any permitted uses as set forth in § 155.060 in the R-1 One-Family Dwelling District.

('71 Code, § 11-6-1)

(B) Special uses. Any use permitted as a special use in § 155.060 R-1 One-Family Dwelling District may be permitted in any R-2 District per the provisions of §§ 155.155 through 155.157.

('71 Code, § 11-6-2)

(C) Height of buildings. The same regulations shall apply as required or permitted in the R-1 One- Family Dwelling District.

('71 Code, § 11-6-3)

(D) Lot size.

(1) Every one-family dwelling hereafter erected or structurally altered shall be on a lot having an area of not less than 7,200 square feet, and a width at the established building line of not less than 60 feet, except as provided in division (E)(4) of this section.

(2) Churches, convents, and monasteries: The same regulations shall apply as permitted or required in the R-1 One-Family Dwelling District.

('71 Code, § 11-6-4)

(E) Yard areas. No building shall be erected or enlarged unless the following yards are provided and maintained in connection with such building, structure or enlargement:

(1) Front yard. The same regulations shall apply as required or permitted in the R-1 One-Family Dwelling District.

(2) Side yard.

(a) On each lot upon which a dwelling is constructed, there shall be a side yard on each side equal to ~~not less than~~ 10% of the width of the lot or 6 feet, whichever is less. ~~the combined total of the side yards on interior lots shall not be less than 15 feet.~~ On corner lots there shall be maintained a side yard adjacent to the street which intersects the street upon which the building or structure maintains frontage, and in case of a reversed corner lot, there shall be maintained a setback from the side street of not less than 50% of the front yard required on the lots in the rear of such corner lots, but such setback need not exceed 15 feet. No accessory building on said reversed corner lot shall project beyond the front yard required in the adjacent lot to the rear, nor be located nearer than five feet to the side lot line of said adjacent lot.

(b) On lots upon which a church is constructed or extensions made to an existing church, the same regulations shall apply as permitted or required in § 155.060 R-1 One-Family Dwelling District.

(3) Rear yards. Every lot or parcel of land upon which a building is constructed shall have a rear yard of not less than 30 feet.

(4) Lot coverage. The same regulations shall apply as permitted or required in § 155.060 R-1 One-Family Dwelling District.

(5) Permitted obstructions. The same regulations shall apply as permitted or required in § 155.060 R-1 One-Family Dwelling District.

('71 Code, § 11-6-5)

(F) Dwelling standards. Every one story dwelling hereafter erected in any R-2 One-Family District shall have a total ground floor area of not less than 900 square feet measured from the outside of the exterior walls, including utility rooms, but excluding cellars, basements, open porches, breezeways, garages and other spaces that are not used frequently or during extended periods for living, eating or sleeping purposes. Every dwelling of more than one story hereafter erected in any R-2 One-Family District shall have a total floor area, measured from the outside of the exterior walls, of not less than 1,100 square feet, including utility rooms, but excluding basements, cellars, open porches, breezeways, garages and other spaces that are not used frequently or during extended periods for living, eating or sleeping purposes, except that increased space intended for habitable rooms which are to be completed within a reasonable time may be considered in computing such floor areas.

('71 Code, § 11-6-6) (Ord. 1413, passed 9-13-60) Penalty, see § 155.999

### **§ 155.062 R-3 ONE-FAMILY DWELLING DISTRICT.**

(A) Permitted uses. Any permitted uses as set forth in § 155.060 R-1 One-Family Dwelling District.

(B) Special uses. Any use permitted as a special use in § 155.060 R-1 One-Family Dwelling District may be permitted in any R-3 District per the provisions of §§ 155.155 through 155.157.

(C) Height of buildings. The same regulations shall apply as required or permitted in § 155.060 R-1 One-Family Dwelling District.

(D) Lot size.

(1) Every one-family detached dwelling hereafter erected or structurally altered shall be on a lot having an area of not less than 6,000 square feet and a width at the established building line of not less than 50 feet, except as provided in division (E)(4) of this section.

(2) Churches, convents, and monasteries hereafter erected or structurally altered: The same regulations shall apply as permitted or required in § 155.060 R-1 One-Family Dwelling District.

('71 Code, § 11-7-4)

(E) Yard areas. No building shall be erected or enlarged unless the following yards are provided and maintained in connection with such building, structure, or enlargement:

(1) Front yard. Each lot upon which a dwelling is erected shall have a front yard of not less than 25 feet. When lots comprising 40% or more of the frontage between two intersecting streets are developed with buildings having a front yard with a variation of more than 15 feet in depth, the average of such front yards shall establish the minimum front yard depth for the entire frontage. In no case shall a front yard of more than 50 feet be required.

(2) Side yard.

(a) On each lot upon which a dwelling is constructed, there shall be a side yard on each side equal to ~~not less than~~ 10% of the width of the lot or 6 feet, whichever is less. ~~the combined total of the side yards on interior lots shall not be less than 12 feet.~~ On corner lots there shall be maintained a side yard adjacent to the street which intersects the street upon which the building or structure maintains frontage, and in the case of a reversed corner lot, there shall be maintained a setback from the side street of not less than 50% of the front yard required on the lots in the rear of such corner lots, but such setback need not exceed 15 feet. No accessory building on said reversed corner lot shall project beyond the front yard required on the adjacent lot to the rear, nor be located nearer than five feet to the side lot line of said adjacent lot.

(b) On lots upon which a church is constructed or extensions made to an existing church, the same regulations shall apply as permitted or required in § 155.060 R-1 One-Family Dwelling District.

(3) Rear yard. Every lot or parcel of land upon which a building is constructed shall have a rear yard of not less than 25 feet.

(4) Lot coverage. The same regulations shall apply as permitted or required in § 155.060 R-1 One-Family Dwelling District.

(5) Permitted obstructions. The same regulations shall apply as permitted or required in § 155.060 R-1 One-Family Dwelling District.

('71 Code, § 11-7-5)

(F) Dwelling standards. Every one story dwelling hereafter erected in any R-3 One-Family Dwelling District shall have a total ground floor area of not less than 720 square feet measured from the outside of the exterior walls including utility rooms, but excluding cellars, basements, open porches, breezeways, garages, and other spaces that are not used frequently or during extended periods for living, eating, or sleeping purposes. Every dwelling of more than one story hereafter erected in an R-3 One-Family District shall have a total floor area, measured from the outside of the exterior walls of not less than 900 square feet, including utility rooms, but excluding cellars, basements, open porches, breeze ways, garages and other spaces that are not used frequently or during extended periods for living, eating, or sleeping purposes except that enclosed space intended for habitable rooms which are to be completed within a reasonable time may be considered in computing such floor areas.

('71 Code, § 11-7-6) (Ord. 1413, passed 9-13-60) Penalty, see § 155.999

**§ 155.063 R-4 TWO-FAMILY DWELLING DISTRICT.**

(A) Permitted uses.

(1) Any permitted use in the R-3 One-Family Dwelling District.

(2) Two-family dwellings.

(3) Three and four family dwellings as transitional use when located on lots having a side lot line adjoining or when facing a business or manufacturing use, or a railroad right-of-way, provided the building is located on a lot having a width of not less than 70 feet and has an area of not less than 8,500 square feet.

(4) Transitional nonresidential off-street parking when authorized by the City Council as outlined in §§ 155.120 through 155.126.

(5) Sheltered care of board and care facility for one or two patients.

(B) Special uses. Any use permitted as a special use in § 155.050 R-1 One-Family District may be permitted in any R-4 District per the provisions of §§ 155.155 through 155.157.

('71 Code, § 11-8-2)

(C) Height of buildings. The same regulations shall apply as required or permitted in § 155.060 R-1 One-Family Dwelling District.

('71 Code, § 11-8-3)

(D) Lot size:

(1) One-family dwellings. The same regulations shall apply as required or permitted in § 155.062 One-family Dwelling District.

(2) Two-family dwellings: Every two-family dwelling hereafter erected or structurally altered shall be on a lot having an area of not less than 8,500 square feet and a width at the building line of not less than 70 feet, except as provided in division (E)(4) of this section.

(3) Converted dwellings. An existing one-family dwelling located on a lot of less area than required in this subchapter may be converted to a two-family dwelling without increasing the lot size, provided that the building is not enlarged beyond its present outside dimensions and that all other regulations of this chapter are complied with. Additions may be made to an existing building only when lot size and yard requirements of this subchapter are complied with.

(4) Churches, convents and monasteries. The same regulations shall apply as required or permitted in the R-1 Districts.

('71 Code, § 11-8-4)

(E) Yard areas. No buildings shall be erected or enlarged unless the following yards are provided and maintained in connection with such building, structure, or enlargement:

(1) Front yards. The same regulations shall apply as required or permitted in the R-3 Districts.

(2) Side yards.

(a) One-family detached dwellings. The same regulations shall apply as required or permitted in the R-3 Districts.

(b) Two-family dwellings. The same regulations shall apply as required or permitted for one-family detached dwellings.

(c) Converted dwellings. An existing One-family dwelling located on a lot having side yards of less width than required herein may be converted to a two-family dwelling, provided that the building is not enlarged beyond its present outside dimensions.

(3) Rear yards. Every lot or parcel of land upon which a building is constructed shall have a rear yard of not less than 20 feet.

(4) Lot coverage. The same regulations shall apply as permitted or required in § 155.060 R-1 One-Family Dwelling District.

(5) Permitted obstructions. The same regulations shall apply as required or permitted in the R-1 Districts.

('71 Code, § 11-8-5)

(F) Dwelling standards. Each dwelling hereafter erected, converted or reconstructed in any R-4 District shall contain floor area in compliance with the following:

(1) One-family detached dwellings shall have a total ground floor area of not less than 720 square feet measured from the outside of the exterior walls, including utility rooms but excluding cellars, basements, open porches, breeze ways, garages and other spaces that are not used frequently or during extended periods for living, eating, or sleeping purposes. Every dwelling of more than one story hereafter erected in any R-4 Two-Family District shall have a total floor area, measured from the outside of the exterior walls of not less than 1,150 square feet, including utility rooms but excluding cellars, basements, open porches, breeze ways, garages and other spaces that are not used for living, eating or sleeping purposes, except that enclosed space intended for habitable rooms which are to be completed within a reasonable time may be considered in computing such floor areas.

(2) Two-family dwelling structures shall have a total floor area of not less than 620 square feet of floor area per dwelling unit measured from the outside walls, including utility rooms but excluding all other areas not used for living or sleeping purposes.

('71 Code, § 11-8-6)

(G) Health standards. Any premises in an R-4 District rented to any person shall include, as a minimum, 200 square feet of living space per person, 100 square feet of sleeping space per person, ventilation for all sleeping quarters in conformance with the city code as well as other ventilation per said city code; one bathroom for each four persons and an additional bathroom for each four persons, or fraction thereof; and one parking space per resident.

('71 Code, § 11-8-7)



(Ord. 1413, passed 9-13-60; Am. Ord. 2482, passed 12-10-84; Am. Ord. 3165, passed 7-13-98) Penalty, see § 155.999

**§ 155.064 R-5 MULTIPLE-FAMILY DWELLING DISTRICT.**

(A) Permitted uses.

- (1) Any permitted use as set forth in § 155.063 R-4 District.
  - (2) One-family row dwellings (party wall type) with not more than six dwelling units in a building.
  - (3) Multiple-family dwellings and apartments.
  - (4) Boarding and lodging houses.
  - (5) Tourist homes having not more than five rooms for transient guests.
  - (6) Transitional uses. Principal offices of physicians, dentists, lawyers, architects, real estate brokers and other professional occupations when conducted in a residential structure used primarily as a residence when located on lots having a side line adjoining a lot in a business or manufacturing district, or adjacent to a railroad right-of-way, or when facing a business or manufacturing district or a railroad right-of-way directly across a street or alley, provided that:
    - (a) The lot on which the transitional use is located does not extend more than 75 feet from the adjoining business or manufacturing district, or more than 120 feet in depth from the street line in cases where the lot does not adjoin but faces a B or M District.
    - (b) The occupancy is conducted in conjunction with the use of a dwelling unit as a residence and that the residential character of the exterior of the dwelling is not changed. Medical clinics are not included or permitted.
  - (7) Sheltered care or board and care facilities for five or fewer patients.
- ('71 Code, § 11-9-1) (Ord. 1413, passed 9-13-60; Am. Ord. 2109, passed 1-14-80; Am. Ord. 3165, passed 7-13-98)

(B) Special uses. The following uses may be allowed by special use permit per the provisions of §§ 155.155 through 155.157.

- (1) Any use permitted as a special use in § 155.060 R-1 One-Family Dwelling District.
- (2) Off-street public parking areas and garages, provided there is need for this facility and that no appropriate site is available in nearby business or manufacturing districts.
- (3) Public buildings, including art gallery, library, museum or similar structures.
- (4) Rest homes and nursing homes.

(5) Tea rooms, but excluding restaurants, cafes and drive-through service windows for same.

(6) Telephone exchanges, antenna towers and other outdoor equipment essential to the operation of the exchange.

(7) Undertaking establishments.

(8) Transitional uses. Principal office of physicians, dentists, lawyers, architects, real estate brokers and other professional occupations when conducted in a residential structure but which do not meet the other requirements for such transitional uses as set forth in division (A) of this section.

(9) Any use permitted in division (A) of this section when a building which is to be erected or structurally altered in connection with the use shall exceed 25 feet or 2½ stories in height but shall exceed ten stories in height.

('71 Code, § 11-9-2) (Ord. 1413, passed 9-13-60; Am. Ord. 2104, passed 1-14-80; Am. Ord. 2252, passed 12-14-81; Am. Ord. 3047, passed 4-8-96)

(C) Height of buildings. No building, which is to be erected or structurally altered in connection with the uses set forth in division (A) of this section, shall hereafter be erected or structurally altered to exceed 25 feet or 2½ stories in height. No building which is to be erected or structurally altered in connection with the uses set forth in division (B) of this section, shall hereafter be erected or structurally altered to exceed ten stories in height.

('71 Code, § 11-9-3) (Ord. 1413, passed 9-13-60; Am. Ord. 2252, passed 12-14-81)

(D) Yard areas. No building or structure nor the enlargement of any building or structure shall be hereafter erected or maintained unless the following yards and lot areas are provided and maintained in connection with such structure and enlargement. For one-family row dwellings, a zero lot line may be used on the party wall side(s) of any of the attached, one family dwelling units in the building. The front, rear, and side yards required for row dwellings will be determined by considering all the lots comprising the row dwelling building's site to be the zoning lot on which the building is located. The required yards, minimum lot width, and minimum lot area will thus be determined using the zoning lot so obtained.

(1) Front yard. There shall be a front yard of not less than 20 feet.

(2) Side yard. On interior lots there shall be a side yard on each side of a main building of not less than 15 feet for all multiple-family dwellings of not more than ten stories in height. On interior lots there shall be a side yard on each side of the main building equal to ~~not less than~~ 10% of the width of the lot or 6 feet, whichever is less for all one-family and two-family dwellings. On corner lots the side yard on the intersecting street side shall be not less than ten feet, except in the case of a reversed corner lot, where there shall be a side yard on the intersecting street side of the corner lot of not less than 50% of the front yard required in the lots in the rear of such corner lot. No

accessory building on said reversed corner lot shall project beyond the front yard line required on the key lot in the rear, nor be located nearer than five feet to the side lot line of such key lot.

(3) Rear yard. There shall be a rear yard of not less than 20 feet for interior lots nor less than 15 feet on corner lots.

(4) Lot coverage. No more than 35% of the area of a lot may be covered by buildings or structures.

(5) Lot area. No building hereafter erected or structurally altered in the R-5 Multiple-Family District shall have a total lot area of less than 6,000 square feet nor a lot width at the established building line of less than 60 feet.

(6) Courts. No inner courts completely surrounded on all sides by a building shall be permitted. Outer courts are permitted provided the depth of the court is no greater than the width of the court.

(7) Fences and walls. There may be fences and walls which conform to the provisions for § 155.060 R-1 One-Family Dwelling District.

('71 Code, § 11-9-4) (Ord. 1413, passed 9-13-60; Am. Ord. 1646, passed 11-9-70; Am. Ord. 1993, passed 12-12-77; Am. Ord. 3123, passed 8-25-97)

(E) Health standards. Any premises in an R-5 District rented to any person shall include, as a minimum, 200 square feet of living space per person, 100 square feet of sleeping space per person, ventilation for all sleeping quarters in conformance with the city code as well as other ventilation per said city code; one bathroom for each four persons and an additional bathroom for each four persons, or fraction thereof; and one parking space per resident.

('71 Code, § 11-9-5) (Ord. 1413, passed 9-13-60; Am. Ord. 2482, passed 12-10-84) Penalty, see § 155.999

#### **§ 155.065 R-6 FEDERAL, STATE HOUSING DISTRICT.**

Federal, state or county housing projects meeting state and federal standards shall be permitted in the R-6 Federal, State Housing District. The housing project must be approved and sponsored by the state, federal or county housing authority.

('71 Code, § 11-10-1) (Ord. 1413, passed 9-13-60; Am. Ord. 1596, passed 2-23-70)

#### **§ 155.066 B-1 BUSINESS DISTRICT, LIMITED RETAIL.**

(A) Permitted uses.

(1) Dwelling units, provided they are located above the first floor and above a permitted business use. Dwelling units shall not be permitted on the ground floor of business buildings or in the rear of business establishments on the ground floor.

(2) Art and school supply store.

(3) Auto accessory store, where there is no driveway entrance across the sidewalk into the main building.

(4) Bakery shop, including the baking and processing of food products, when prepared for retail use on the premises only.

(5) Banks and financial institutions.

(6) Barber shop, beauty parlor, chiropody, massage or similar personal service shop.

(7) Book and stationery stores.

(8) Candy and ice cream shops.

(9) Camera and photographic supply shops for retail sale.

(10) Coin and philatelic stores.

(11) Custom dressmaking, millinery, tailoring or shoe repair when conducted for retail sales on the premises only.

(12) Currency exchanges.

(13) Department stores.

(14) Drug stores.

(15) Dry-cleaning and pressing establishments, when employing facilities for the cleaning and pressing of not more than 1,500 pounds of dry goods per day and when using perchlorethylene or other noninflammable, nontoxic solvents approved by the Fire Department.

(16) Dry-goods stores.

(17) Electrical appliance store and repair, but not including appliance assembly or manufacturing.

(18) Florist shop and conservatory for retail trade on the premises only.

(19) Food and fruit stores.

(20) Frozen food stores.

(21) Furniture store, and upholstery when conducted as part of the retail operations and secondary to the main use.

(22) Furrier, when conducted for retail trade on the premises only.

(23) Garden supplies and seed stores.

(24) Gift shops.

(25) Hardware stores.

- (26) Haberdashery.
- (27) Hobby stores.
- (28) Household appliance store.
- (29) Interior decorating shops, including upholstery and making of draperies, slip covers, and other similar articles, when conducted as part of the retail operations and secondary to the main use.
- (30) Jewelry store and watch repair.
- (31) Launderette and laundromat.
- (32) Leather goods and luggage store.
- (33) Liquor store, package goods only.
- (34) ~~Loan offices, when located above the first floor and above a business use permitted in this division.~~
- (35) Meat markets.
- (36) Musical instrument sales and repair, retail trade only.
- (37) News stand.
- (38) Notions store.
- (39) Offices, business and professional, including medical clinics.
- (40) Optician, optometrist.
- (41) Paint and wallpaper store.
- (41a) Pet shops, but not including animal hospitals.
- (42) Photography studio including the developing of film and pictures when conducted as a part of the retail business on the premises.
- (43) Plumbing showroom, without shop or repair facilities.
- (44) Postal substations, (finance stations and contract stations).
- (45) Public utility collection offices.
- (46) Restaurants, tea rooms and cafes, including drive through service windows for same, when the establishment is not of the drive-in type where food is served to occupants remaining in motor vehicles for consumption on the premises.
- (47) Savings and loan associations.
- (48) Sewing machine sales and service.
- (49) Shoe store.

- (50) Signs, as defined and regulated by §§ 155.140 through 155.145.
- (51) Sporting goods store.
- (52) Stationery store.
- (53) Telegraph office.
- (54) Tobacco shop.
- (55) Toy Store.
- (56) Travel bureau and transportation ticket office.
- (57) Typewriter and adding machine sales and service.
- (58) Variety store.
- (59) Wearing apparel shop.
- (60) Taxicab terminal, service office or station.
- (61) Art galleries and studios.
- (62) Antique shops.
- (63) Bicycle sales and repair.
- (64) Costume rental shop.
- (65) Locksmith.
- (66) Mirror and glazing shop.
- (67) Orthopedic and medical appliance store.
- (68) Picture framing for retail trade only.
- (69) Physical culture and health services.
- (70) Schools: music, dance, business, commercial, or trade.
- (71) Secondhand stores and rummage shops.
- (72) Theater, indoor.
- (73) Blueprinting and photostating shops.
- (74) Catering establishments.
- (75) Glass cutting and glazing establishments.
- (76) Parcel delivery stations.
- (77) Any other similar type retail store not specifically listed herein, and which has economic compatibility with the established uses on adjoining property.

(78) Any use permitted in § 155.067 B-2 Business District may also be permitted in this District provided it is located above the first floor or in the basement.

(79) All activities, except for automobile off-street parking facilities as permitted or required in this B-1 District shall be conducted wholly in an enclosed building.

(80) Planned developments, as defined in § 155.003.

('71 Code, § 11-11-1) (Ord. 1413, passed 9-13-60; Am. Ord. 2051, passed 5-29-79; Am. Ord. 2091, passed 11-12-79; Am. Ord. 2661, passed 2-8-88; Am. Ord. 2970, passed 5-8-95; Am. Ord. 3046, passed 4-8-96; Am. Ord. 3070, passed 7-22-96; Am. Ord. 4052, passed 5-10-21; Am. Ord. 4067, passed 8-9-21)

(B) Special uses. The following uses may be allowed by special use permit per the provisions of §§ 155.155 through 155.157.

(1) Auditorium, stadium, arena, armory, gymnasium and other similar places of public events.

(2) Clubs and lodges (nonprofit), fraternal or religious institutions.

(3) Meeting halls.

(4) Radio and television broadcasting stations.

(5) Telephone exchanges and offices, antenna towers and other outdoor equipment essential to the operation of the exchange in the public convenience and necessity.

(6) Electric substations.

(7) Municipal police or fire stations and public libraries.

(8) Planned business developments, as defined in § 155.003.

(9) Undertaking establishments.

(10) Multiple-family dwellings and apartments; boarding and lodging houses.

(11) Recreation places, including bowling alley, dance hall, gymnasium, skating rink, archery range, golf practicing, miniature golf course or other similar place of amusement or entertainment when operated for pecuniary profit.

(12) Any use, otherwise permitted in this district, that requires a liquor license for lawful operations, per Chapter 111 Alcoholic Liquor, of the City Code.

(13) Hospital, skilled nursing facility, nursing home, or intermediate care facility.

(14) Independent or semi-independent elderly congregate housing.

(15) Sheltered care or board and care facility for six or more patients.

(16) Any use permitted as a special use in an R-1, R-2, R-3, R-4 or R-5 Residential Zoning District.

(17) Beer garden/outdoor eating area.

(18) An electric vehicle charging station (EVCS) may be permitted with a special use permit, as an accessory use within any existing legal commercial parking space in a parking lot, subject to all applicable city code requirements and the following:

(a) The EVCS shall be located in a manner that will be easily seen by the public for informational and security purposes and shall be illuminated during evening business hours;

(b) Be located in desirable and convenient parking locations that will serve as an incentive for the use of electric vehicles;

(c) EVCS may be allowed on a public right-of-way in the downtown area bound by the railroad tracks on the north, Burr Boulevard on the east, Central Boulevard on the south, and Park Street on the west, and shall be placed within two feet of the front edge of the parking location it is intended to service. The EVCS shall not interfere with the sidewalk dimensions required by the current ADA regulations. EVCS installed on a public right-of-way shall require a revenue sharing agreement with the city as written and approved by the City Council;

(d) The EVCS pedestals shall be protected as necessary to prevent damage by automobiles;

(e) The EVCS pedestals shall be designed to minimize potential damage by vandalism and to be safe for use in inclement weather;

(f) Complete instructions and appropriate warnings concerning the use of the EVCS shall be posted on a sign in a prominent location on each station for use by the operator;

(g) One standard non-illuminated sign, not to exceed four square feet in area and ten feet in height, may be posted for the purpose of identifying the location of each cluster of EVCS;

(h) The EVCS may be on a timer that limits the use of the station to normal business hours of the use(s) that it serves to preclude unauthorized use after business hours;

(i) Upon removal of the EVCS, when it is no longer in use, the pavement/surface should be returned to its original condition; and

(j) Any other stipulations as recommended by the Plan Commission and approved by City Council.

('71 Code, § 11-11-12) (Ord. 1413, passed 9-13-60; Am. Ord. 2420, passed 3-26-84; Am. Ord. 2457, passed 8-27-84; Am. Ord. 3046, passed 4-8-96; Am. Ord. 3165, passed



7-13-98; Am. Ord. 3292, passed 2-26-01; Am. Ord. 3327, passed 10-9-01; Am. Ord. 3936, passed 7-9-18)

(C) Height of buildings. No building or structure shall be erected or structurally altered to exceed a height of three stories, nor shall it exceed 35 feet in height, except in the area of the Central Business District described in § 155.121(B)(4). Parapet walls, chimneys, cooling towers, elevator bulkheads, stacks and necessary mechanical appurtenances may be erected over and above the maximum height of 35 feet, provided they are constructed per all other provisions of this code.

('71 Code, § 11-11-3) (Ord. 1413, passed 9-13-60)

(D) Yard areas. No building shall be constructed or enlarged unless the following yards are provided and maintained in connection with such building:

(1) Front yard.

(a) No front yard shall be required when all frontage between two intersecting streets lies within this District. However, when lots within this District are adjacent to and adjoining lots in an R district, all of which front upon the same street between two intersecting streets, there shall be established the same front yard setback for all of the frontage as has been established in the R district.

(b) Exception. When existing buildings located in this District have already established a building line at the street line at a depth less than required above, then all new buildings may conform to the same building line, except for the first 50 feet of the B-1 District frontage adjacent to the R district, whereupon there shall be provided a front setback of not less than ten feet.

(2) Side yard. No side yard is required, except for a corner lot which abuts upon an R district, or upon an alley separating this District from an R district. There shall then be provided a side yard equal to  $\frac{1}{2}$  the front yard required in the abutting R district, but in no case more than ten feet. The setback shall also apply if the business building fronts the intersecting street, commonly referred to as the side street.

(3) Rear yard. There shall be a rear yard of not less than 20 feet; provided, however, a one story accessory building may be located thereon, except for the five feet adjacent and parallel to the rear lot line or alley line for the storage of motor vehicles and the unloading and loading of vehicles under roof, as provided in §§ 155.120 through 155.126.

(4) Privacy screening with uniform eight-foot height must be provided when business abuts a residential district and shall comply with the regulations set forth in Chapter 158 .

('71 Code, § 11-11-4) (Ord. 1413, passed 9-13-60; Am. Ord. 2196, passed 6-8-81; Am. Ord. 2661, passed 2-80-88; Am. Ord. 2820, passed 3-8-93; Am. Ord. 3875, passed 3-27-17) Penalty, see § 155.999

## **§ 155.067 B-2 BUSINESS DISTRICT, GENERAL RETAIL.**

(A) Permitted uses.

- (1) Any permitted use as set forth in § 155.060 B-1 District.
  - (2) Dwelling units, provided they are located above the first floor and above a permitted business use. Dwelling units shall not be permitted on the ground floor of business buildings or in the rear of business establishments on the ground floor.
  - (3) Automobile service stations.
  - (4) Billiard and pool rooms.
  - (5) Clubs and fraternal organizations.
  - (6) Hand laundries employing not more than four persons.
  - (7) Hotels, including dining and meeting rooms.
  - (8) Pawn shop.
  - (9) Signs, as defined and regulated by §§ 155.140 through 155.145.
  - (10) Taverns.
  - (11) Taxidermist.
  - (12) Undertaking establishments.
  - (13) Any other similar type retail store not specifically permitted herein and which has economic compatibility with the established uses on adjoining properties.
  - (14) All activities, except for automobile off-street parking facilities, as permitted or required in this B-2 District shall be conducted wholly within an enclosed building.
- ('71 Code, § 11-12-1) (Ord. 1413, passed 9-13-60; Am. Ord. 2661, passed 2-8-88; Am. Ord. 2970, passed 5-8-95; Am. Ord. 3046, passed 4-8-96; Am. Ord. 3070, passed 7-22-96; Am. Ord. 4053, passed 5-10-21)

(B) Special uses. The following uses may be allowed by special use permit per the provisions of §§ 155.155 through 155.157.

- (1) Any use which may be allowed as a special use in § 155.066 B-1 Limited Business District.
- (2) Planned business developments, as defined in § 155.003.
- (3) Public utilities and public service uses, including:
  - (a) Electric substations.
  - (b) Fire stations.
  - (c) Police stations.
  - (d) Public libraries.

- (e) Telephone exchanges.
- (f) Water pumping stations.
- (g) Water reservoir.
- (h) Other similar uses.

(4) Consumer metals recycling facility as stipulated in § 155.118 .

('71 Code, § 11-12-2) (Am. Ord. 3607, passed 5-11-09)

(C) Height of buildings. Same regulations shall apply as required or permitted in § 155.066 B-1 Business District, Limited Retail.

('71 Code, § 11-12-3)

(Ord. 1413, passed 9-13-60)

(D) Yard areas. No building shall be constructed or enlarged unless the following yards are provided and maintained in connection with such building:

(1) Front yard.

(a) No front yard shall be required when all frontage between two intersecting streets lies within this District. However, when lots within this District are adjacent to and adjoining lots in an R district, on all intersecting streets there shall be established the same front yard setback for all of the frontage as has been established in the R district.

(b) Exception. When existing buildings located in this District have already established a building line at the street line or at a lesser depth than required above, then all new buildings may conform to the same building line, except for the 50 feet of B-2 District frontage adjacent to the R district whereupon there shall be provided a front setback of not less than ten feet.

(2) Side yard. No side yard is required except for a corner lot which abuts upon an R district or upon an alley separating this District from an R district. There shall then be provided a side yard equal to  $\frac{1}{2}$  the front yard required in the abutting R district, but in no case more than ten feet. The same setback shall apply also if business buildings front the intersecting street, commonly referred to as the side street.

(3) Rear yard. There shall be a rear yard of not less than 20 feet; however, that a one-story accessory building may be located thereon, except for the ten feet adjacent and parallel to the rear lot line or alley line, for the storage of motor vehicles and the unloading and the loading of vehicles under roof as provided in §§ 155.120 through 155.126.

(4) Screening. The same screening regulations shall apply as required or permitted in § 155.066 B-1 District.

('71 Code, § 11-12-4) (Ord. 1413, passed 9-13-60; Am. Ord. 2661, passed 2-8-88) Penalty, see § 155.999

## **§ 155.068 B-3 BUSINESS AND WHOLESALE DISTRICT.**

(A) Permitted uses.

- (1) Any permitted use in § 155.067 B-2 District.
- (2) Air conditioning and heating sales and service.
- (3) Automobile and truck (under 1½ ton capacity) minor repair and service shop, but not including body repair and rebuilding, or painting.
- (4) New consumer motor vehicle sales and service shop, but not including automobile body repair and rebuilding, or painting of automobiles. Used consumer motor vehicle sales permitted only as an incidental use to new consumer motor vehicle sales or as permitted by a special use permit.
- (5) Automobile washing, including the use of mechanical conveyors, blowers, steam-cleaning.
- (6) Battery and tire service stations.
- (7) Beverage, nonalcoholic, bottling and distributing.
- (8) Bicycle and motorcycle sales and repair.
- (9) Boat showroom.
- (10) Building materials sales, when conducted wholly within a building.
- (11) Book binding.
- (12) Contractor's offices and shops, where no fabricating is done on the premises and where all storage of material is within a building.
- (13) Exterminating shop.
- (14) Feed and seed store, wholesale.
- (15) Greenhouses, wholesale growers.
- (16) Household appliance repair shop.
- (17) Laboratories, commercial (medical, dental, research, experimental and testing), provided no production or manufacturing of products takes place.
- (18) Motels.
- (19) Plumbing, heating and roofing supply shops.
- (20) Printing, publishing and issuing of newspapers, periodicals, books, stationery and other reading matter.
- (21) Pet shop, kennel or animal hospital when conducted wholly within an enclosed building.

- (22) Plumbing shop.
- (23) Photograph developing and processing.
- (24) Radio and television broadcasting stations.
- (25) Signs, as defined and regulated by §§ 155.140 through 155.145.
- (26) Silver plating and repair shop.

(27) Storage warehouse. However, the following items are excluded from being stored in this permitted use: flammable, explosive, noxious, toxic or ecologically harmful materials, which include, but are not limited to naphtha, benzene, benzole, gasoline, varnish or any product in whole or in part either gunpowder, ammunition, ordnance, fireworks, nitro-glycerin, phosphorus, saltpeter, nitrate of soda, camphene, kerosene, or other petroleum based materials. This permitted use does not allow any type of maintenance or repairs to be conduct within the storage warehouse.

(28) Uses customarily incidental to any of the above uses and accessory buildings when located on the same premises.

(29) Utility trailer sales.

(30) Wholesale business.

('71 Code, § 11-13-1) (Ord. 1413, passed 9-13-60; Am. Ord. 2171, passed 1-26-81; Am. Ord. 2661, passed 2-8-88; Am. Ord. 2799, passed 10-26-92; Am. Ord. 3070, passed 7-22-96; Am. Ord. 3883, passed 5-22-17; Am. Ord. 3933, passed 6-25-18)

(B) Special uses. The following uses may be allowed by special use permit per the provisions of §§ 155.155 through 155.157.

(1) Any use which may be allowed as a special use in § 155.067 B-2 General Business District.

(2) Planned business developments as defined in § 155.003.

(3) Processing or assembly limited to the following, provided that space occupied in a building does not exceed 6,000 square feet of total floor space and basement space, not including stairwells, or elevator shafts; and provided such processing or assembly can be conducted without noise, vibration, odor, dust or any other condition which might be disturbing to occupants of adjacent buildings. When manufacturing operations of the same or similar products demand space exceeding 6,000 square feet, they shall be located in the M-1 Manufacturing District.

(4) Recreation places, including bowling alley, dance hall, gymnasium, skating rink, archery range, golf practicing range, miniature golf course or other similar places of amusement or entertainment when operated for pecuniary profit.

(5) Restaurants and drive-ins when the establishment is of the type where food is served to occupants remaining in motor vehicles for consumption on the premises, except drive through service windows.

(6) Used consumer motor vehicle sales (such as a used car lot) on an open lot or within a building.

(7) *Cannabis dispensary*. Cannabis dispensaries shall not be located within 250 feet of the property line of a school, park or any other use deemed necessary by the Planning Commission and City Council. The hours of operation shall be determined as a part of the conditions under which the special use is granted. The consumption of all cannabis and cannabis infused products, on the dispensary site, shall be prohibited. Dispensaries shall comply with all other city and state laws.

(8) Automobile, truck, utility trailer, tractor, or bus storage yard, operable vehicles only.

(9) Indoor shooting range.

('71 Code, § 11-13-3) (Ord. 1413, passed 9-13-60; Am. Ord. 2661, passed 2-8-88; Am. Ord. 3933, passed 6-25-18; Am. Ord. 3990, passed 12-19-19; Am. Ord. 4014, passed 7-27-20; Am. Ord. 4035, passed 11-30-20; Am. Ord. 4145, passed 8-14-23)

(C) Height of buildings. The same regulations shall apply as required or permitted in § 155.066 B-1 Business District.

(D) Yard areas. No building shall be constructed or enlarged unless the following yards are provided and maintained in connection with such building:

(1) Front yard.

(a) No front yard shall be required when all frontage between two intersecting streets lies within this District. However, when lots within this District are adjacent to and adjoining lots in an R District, all of which front upon the same street between two intersecting streets, there shall be established the same front yard setback for all of the frontage as has been established in the R district.

(b) Exception. When existing buildings located in this District have already established a building line at the street line or at a lesser depth than required above, then all new buildings may conform to the same building line, except for the 50 feet of B-3 District frontage adjacent to the R district whereupon there shall be provided a front setback of not less than ten feet.

(2) Side yard. The same regulations shall apply as required or permitted in § 155.066 B-1 Business District, Limited Retail.

(3) Rear yard. The same rear yard regulations shall apply as required or permitted in § 155.066 B-1 Business District, Limited Retail.

(4) The same screening regulations shall apply as required or permitted in § 155.066 B-1 District.

('71 Code, § 11-13-4) (Ord. 1413, passed 9-13-60; Am. Ord. 2661, passed 2-8-88) Penalty, see § 155.999

#### **§ 155.069 B-4 BUSINESS DISTRICT.**

(A) Permitted uses.

(1) Any permitted use in § 155.068 B-3 District.

(2) Agricultural implement sales and services, on an open lot or within an enclosed building.

(3) Automobile and truck body repair, rebuilding and painting.

(4) Garages, public, for storage of private passenger vehicles under 1½ ton capacity.

(5) Public auction rooms.

(6) Restaurants and drive-ins when the establishment is of the type where food is served to occupants remaining in motor vehicles for consumption on the premises, except drive through service windows.

(7) Riding academies.

(8) Sheet metal shop, provided floor area occupied does not exceed 6,000 square feet.

(9) Trailer sales or rental (house trailers or mobile homes) on an open lot or within a building.

('71 Code, § 11-13A-1) (Am. Ord. 2799, passed 10-26-92; Am. Ord. 3046, passed 4-8-96; Am. Ord. 4054, passed 5-10-21)

(10) Minor processing or assembly of previously prepared sub-components into a finished product, limited to the following; provided that space occupied in a building does not exceed 6,000 square feet of total floor space and basement space, not including stairwells, or elevator shafts; and provided such processing or assembly shall occur in a wholly enclosed building; and provided no noise, vibration, smoke, odors, fumes or other nuisance conditions arising from the operations are observable at the boundary of the property. When processing or assembly operations of the same or similar products demand space exceeding 6,000 square feet, they shall be located in a manufacturing district.

(B) Special uses. The following uses may be allowed by special use permit per §§ 155.155 through 155.157.

(1) Machine shops and metal products manufacture, when not equipped with heavy (exceeding 50-ton pressure) punch presses, drop forges, riveting and grinding

machines, or other equipment which may create noise, vibration, smoke or odors, heat, glare or fire hazards, exceeding the performance standards made a part of § 155.070(A).

(2) Tool and die shops.

(3) Welding shops.

(4) Automobile, truck, utility trailer, tractor, or bus storage yard, operable vehicles only.

(5) Any use which may be allowed as a special use in § 155.068 B-3 Business and Wholesale District.

('71 Code, § 11-13A-2)

(C) Height of buildings. The same regulations shall apply as required or permitted in § 155.068 B-3 Business District.

('71 Code, § 11-13A-3)

(D) Yard areas. The same regulations shall apply as required or permitted in § 155.068 B-3 Business District.

('71 Code, § 11-13A-4)

(E) Screening. The same screening regulations shall apply as required or permitted in § 155.066 B-1 District.

('71 Code, § 11-13A-5)

(Ord. 1413, passed 9-13-60; Am. Ord. 2661, passed 2-8-88; Am. Ord. 3046, passed 4-8-96; Am. Ord. 3424, passed 1-26-04; Am. Ord. 3883, passed 5-22-17) Penalty, see § 155.999

## **§ 155.070 M-1 MANUFACTURING DISTRICT, LIMITED.**

(A) Permitted uses. Since most uses permitted in this District will be in proximity to residential districts, it is hereby declared that performance standards shall be high, and that all manufacturing, processing, or assembly of materials and products must be carried on in a manner not injurious or offensive to the occupants of adjacent premises by reason of the emission of odors, fumes, of gases, dust, smoke, noise, vibrations or fire hazards. Therefore, the following uses may be permitted provided there is compliance with the performance standards established herein:

(1) Any use permitted in a B district, but not including residences or apartment, except such dwelling accommodations as may be needed to house a caretaker or watchman employed on the premises, and their families.

(2) Artificial limb manufacture.



- (3) Automobile painting, upholstering, repairing, reconditioning and body and fender repairing when done within the confines of a structure.
- (4) Apparel and other products manufactured from textiles.
- (5) Batteries, manufacture and rebuilding.
- (6) Bedspring and mattress manufacture.
- (7) Belting.
- (8) Bicycle manufacture.
- (9) Brooms and brushes.
- (10) Boat building and repair.
- (11) Building equipment, building materials, lumber, coal, sand, and gravel yards, and yards for contracting equipment, maintenance or operating equipment of public agencies, or public utilities, or materials or equipment of similar nature.
- (12) Bus lines shops and garages.
- (13) Canning and preserving.
- (14) Canvas and canvas products.
- (15) Carpet and rug cleaning.
- (16) Carpet manufacturing.
- (17) Carting, express hauling or storage yards (delivery to within 15 mile radius only).
- (18) Cement block manufacture.
- (19) Ceramic products, pottery, and glazed tile.
- (20) Chick hatcheries.
- (21) Cleaning and dyeing establishments when employing facilities for handling more than 1,000 pounds of dry goods per day.
- (22) Cigarettes and cigars.
- (23) Coated fabrics, except rubberized.
- (23A) Consumer metals recycling facility as stipulated in § 155.118 .
- (24) Cork and cork products.
- (25) Creameries and dairies.
- (26) Drapery and bedding manufacture.
- (27) Drugs and pharmaceutical products.

- (28) Electric motors and generators.
- (29) Engraving.
- (30) Felt manufacture.
- (31) Fur goods, not including tanning or dyeing.
- (32) Glass products, from previously manufactured glass.
- (33) Heating appliances and sheet metal products, including stoves and ranges.
- (34) Hosiery manufacture.
- (35) Ice cream and ice manufacture.
- (36) Laundries, more than 1,000 pounds daily capacity.
- (37) Machine shops and metal products manufacture, when not equipped with heavy (exceeding 50 ton pressure) punch presses, drop forges, riveting and grinding machines, or other equipment which may create noise, vibration, smoke, or odors, heat, glare, or fire hazards, exceeding the performance standards made a part of this chapter.
- (38) Metal polishing and plating.
- (39) Musical instruments.
- (40) Pianos and organs.
- (41) Perfumes and cosmetics.
- (42) Plastic products, but not including the processing of the raw materials.
- (43) Public utility electric substations and distribution centers, gas regulation centers and underground gas holder stations.
- (44) Rubber products (small) such as washers, gloves, footwear and bathing caps, but excluding rubber and synthetic rubber processing.
- (45) Shoes and boots.
- (46) Signs, as defined and regulated by this chapter.
- (47) Storage of household goods.
- (48) Storage and sale of trailers, farm implements and other similar products on an open lot.
- (49) Sporting and athletic equipment.
- (50) Storage of flammable liquids, fats or oils in tanks, each of 50,000 gallons or less capacity, but only after the location and protective measures have been approved by local governing authorities.
- (51) Stone, marble, and granite grinding and cutting.

(52) Storage warehouse (excluding the storage of flammable, explosive, noxious, toxic or ecologically harmful materials including but not limited to naphtha, benzine, benzole, gasoline, benzine varnish, or any product in whole or in part of either, gunpowder, ammunition, ordnance, fireworks, nitro- glycerine, phosphorus, saltpetre, nitrate of soda, camphene, kerosene or other petroleum base materials.

(53) Textiles, spinning, weaving, dyeing and printing.

(54) Tools and hardware, such as hand tools, bolts, nuts, screws, cutlery, house hardware, locks and plumbing appliances.

(55) Tool and die shops.

(56) Toys and children's vehicles.

(57) Wire brush manufacture.

(58) Any other manufacturing establishment that can be operated in compliance with the requirements of this division, without creating objectional noise, odors, dust, smoke, gas, fumes, or vapor and that is a use compatible with the use and occupancy of adjoining properties.

(59) Planned developments, as defined in § 155.003.

('71 Code, § 11-14-1) (Ord. 1413, passed 9-13-60; Am. Ord. 2171, passed 1-26-81; Am. Ord. 2661, passed 2-8-88; Am. Ord. 3607, passed 5-11-09; Am. Ord. 4067, passed 8-9-21)

(B) Special uses. The following uses may be allowed by special use permit per the provisions of § 155.155 through 155.157.

(1) Any permitted or special use which may be allowed in the B-1, B-2, B-3 or B-4 Business Districts, but not including the following: churches; religious institutions; schools, elementary, high or college, public or private; day care centers or nursery schools (except those accessory to a manufacturing use; cemeteries or mausoleums; golf courses, public or private; hospitals, public or private; institutions or hospitals for the care of the insane or feeble minded, public or private; public or private park or playground (except those accessory to a manufacturing use); skilled nursing unit; multiple-family dwelling, apartment, boarding and lodging house; elderly congregate housing, independent and semi- independent; rest homes and nursing homes; sheltered care or board and care facilities.

(2) Planned developments, industrial.

(3) Airport and aircraft landing fields.

(4) Stadiums, auditoriums, and arenas.

(5) Outdoor theaters.

(6) Public or privately owned and operated fairgrounds, permanent carnivals “kiddie parks” or other similar amusement centers.

(7) Junkyards.

(8) Welding shops.

(9) Automobile, truck, trailer, tractor or bus storage yard, operable vehicles only.

(10) Truck terminal.

(11) Cannabis infuser. Cannabis infusers shall not be located within 1,000 feet of the property line of a school, park or any other use deemed necessary by the Planning Commission and City Council. The hours of operation shall be determined as a part of the conditions under which the special use is granted. The consumption of all cannabis and cannabis infused products, on the infuser site, shall be prohibited. Infusers shall comply with all other city and state laws.

(12) Cannabis transporter. Cannabis transporters shall not be located within 1,000 feet of the property line of a school, park or any other use deemed necessary by the Planning Commission and City Council. The hours of operation shall be determined as a part of the conditions under which the special use is granted. The consumption of all cannabis and cannabis infused products, on the transporter site, shall be prohibited. Transporters shall comply with all other city and state laws.

(13) Cannabis cultivation center. Cannabis cultivation centers shall not be located within 750 feet of the property line of a school, church, licensed daycare center, nursery school, park, sheltered care or board and care facility, penal or correctional institutions, hospitals or sanitariums, public or private, municipal or privately owned recreation building, or any other use deemed necessary by the Planning Commission and City Council. The hours of operation shall be determined as a part of the conditions under which the special use is granted. The consumption of all cannabis and cannabis infused products, on the cannabis cultivation center site, shall be prohibited. Cannabis cultivation centers shall comply with all other city and state laws.

(14) Cannabis craft grower. Cannabis craft growers shall not be located within 750 feet of the property line of a school, church, licensed daycare center, nursery school, park, sheltered care or board and care facility, penal or correctional institutions, hospitals or sanitariums, public or private, municipal or privately owned recreation building, or any other use deemed necessary by the Planning Commission and City Council. The hours of operation shall be determined as a part of the conditions under which the special use is granted. The consumption of all cannabis and cannabis infused products, on the cannabis craft grower site, shall be prohibited. Cannabis craft growers shall comply with all other city and state laws.

('71 Code, § 11-14-2) (Ord. 1413, passed 9-13-60; Am. Ord. 2057, passed 6-11-79; Am. Ord. 2273, passed 4-26-82; Am. Ord. 2661, passed 2-8-88; Am. Ord. 3292, passed 2-26-01; Am. Ord. 3381, passed 3-10-03; Am. Ord. 3991, passed 12-19-19; Am. Ord. 3992, passed 12-19-19; Am. Ord. 4066, passed 8-9-21)

(C) Height of buildings. No building or structure shall be erected or structurally altered to exceed a height of three stories nor shall it exceed 45 feet in height, except as provided in §§ 155.035 through 155.048.

('71 Code, § 11-14-3)

(D) Yard areas. The maximum ground area occupied by all buildings shall be not more than 60% of the area of the lot or tract on which a building permit has been issued.

(1) Front yard. There shall be a front yard having a depth of not less than 25 feet wherein there shall be no structure of any kind, open storage of materials or equipment, or the parking of vehicles.

(2) Side yard. There shall be a minimum side yard of not less than 15 feet on both sides of the building or buildings, but where the property is adjacent to an R district, there shall be a side yard of not less than 25 feet on the side nearest to residential lots. The parking of private automobiles may be permitted within the side yard areas, but not closer than five feet to any lot zoned for residential use.

(3) Rear yard. A rear yard is not required except where a lot abuts upon an R district, in which case there shall be a rear yard of not less than 30 feet, and no storage of materials or equipment, or the parking of automobiles shall take place within the ten feet closest to any residential lot or lots.

('71 Code, § 11-14-4)

(E) Performance standards. The following requirements shall apply:

(1) Noise.

(a) The sound pressure level, to be measured as described below, shall not exceed the following decibel levels in the designated octave bands when adjacent to the designated types of use districts:

<b><i>Sound Level in Decibels</i></b>		
<b><i>Octave Band, Cycles per Second</i></b>	<b><i>All Residential Districts</i></b>	<b><i>B-1, B-2, B-3 Districts</i></b>
<b><i>Sound Level in Decibels</i></b>		
<b><i>Octave Band, Cycles per Second</i></b>	<b><i>All Residential Districts</i></b>	<b><i>B-1, B-2, B-3 Districts</i></b>
37.5 to 75	58	73
75 to 150	54	69
150 to 300	50	65

300 to 600	46	61
600 to 1200	40	55
1200 to 2400	33	48
2400 to 4800	26	41
Over 4800	20	35

(b) Objectionable sounds of an intermitted nature which are not easily measured shall be controlled so as not to become a nuisance to adjacent uses.

(c) Method of measurement. Measurement is to be made at the nearest boundary of the nearest residential area or at any other point along the boundary where the level is higher. The sound levels shall be measured with a sound level meter and associated octave band filter as prescribed by the American Standards Association.

(2) Smoke and particulate matter. The emission of smoke or dusts by manufacturing plants in an amount sufficient to create a general nuisance to adjoining properties shall be prohibited. Total emission of smoke and particulate matter shall be limited to the following:

(a) Ringelmann requirements. All smoke and the emission of all other particulate matter in quantities sufficient to produce an opacity at any point greater than Ringelmann 3 is prohibited. The only exception shall be a plume consisting entirely of condensed steam. A Ringelmann 1 unit is defined as 20% density for one minute. No more than 15 units of Ringelmann smoke shall be permitted per hour and no smoke more intense than Ringelmann 2 except that during one hour of a 24-hour day, 30 units of smoke may be emitted but with no smoke more intense than Ringelmann 3.

(b) The total quantity of emitted solids shall not exceed one pound per hour, per acre of lot area.

(3) Odors. No odor shall be emitted by any use permitted in this District in such quantities as to be readily detectable by an average observer at any point on the boundary line of the premises or beyond.

(4) Noxious gases. Processes and operations of permitted unescapable of dispersing gases or toxic particulate into the atmosphere must be hooded or otherwise suitably enclosed. The emission of such toxic gases or particulate matter shall be from a stack.

(5) Glare and heat. Operations producing intense light or heat shall be performed within an enclosed building and not be visible beyond any lot line bounding the property whereon the use is conducted.

(6) Vibrations. There shall be no uses which create heavy, earth-shaking vibrations which are noticeable at the property line of the subject premises.

('71 Code, § 11-14-5)

(F) Fences and walls. Fences and walls shall comply with the regulations set forth in Chapter 158 .

(Ord. 1413, passed 9-13-60; Am. Ord. 3875, passed 3-27-17) Penalty, see § 155.999

**§ 155.071 M-2 MANUFACTURING DISTRICT, GENERAL.**

(A) Permitted uses. The uses permitted in this District generally include those manufacturing and industrial activities which cannot be operated economically without creating some conditions which may be objectionable or obnoxious to the occupants of adjoining properties and for that reason, must be grouped in areas where similar industrial uses are now located or where the permitted uses will be best located per the comprehensive land use plan of the city, which is designed to protect the welfare of the community:

- (1) Any use permitted in § 155.070 Limited Manufacturing M-1 District.
- (2) Aircraft, assembly and testing of fuselage and motors.
- (3) Automobiles, truck and trailers manufacture.
- (4) Blacksmith shop.
- (5) Box and crate manufacture.
- (6) Brass foundry.
- (7) Brick, tile, and terra cotta manufacture.
- (8) Building materials; such as prefabricated houses, composition wallboards, partitions and panels.
- (9) Cement products.
- (10) Chemicals, not including those which may be inflammable or explosive.
- (11) Coffin manufacture.
- (11A) Consumer metals recycling facility as stipulated in § 155.118 .
- (12) Cooperage works.
- (13) Corrugated metal products.
- (14) Dyes, aniline, ink pigments, and others.
- (15) Feed milling and processing.
- (16) Grain elevators.
- (17) Glass blowing and manufacture.
- (18) Graphite and graphite products.
- (19) Hemp products.

- (20) Ink from primary raw materials, including colors and pigment.
- (21) Linoleum.
- (22) Lumber, preserving treatment, processing, sawmills and planing mills.
- (23) Metal stamping and extrusion of metal products.
- (24) Metal foundries and casting.
- (25) Machinery, heavy manufacturing and repair; including electrical, construction, mining and agriculture.
- (26) Meat and fish products, packing and processing of, but not including slaughtering and glue and size manufacturing.
- (27) Motor freight terminal.
- (28) Motor testing of internal combustion motors.
- (29) Porcelain products; such as bathroom and kitchen equipment.
- (30) Railroad equipment; such as railroad car and locomotive manufacture.
- (31) Rubber products, including tires and tubes and tire recapping.
- (32) Wax products, manufacture from paraffin.
- (33) Wool scouring and pulling.
- (34) Welding shops.

('71 Code, § 11-15-1) (Ord. 1413, passed 9-13-60; Am. Ord. 2051, passed 5-29-79; Am. Ord. 3607, passed 5-11-09; Am. Ord. 3883, passed 5-22-17)

(B) Special uses. The following uses may be allowed by special use permit per the provisions of §§ 155.155 through 155.157.

(1) Any use which may be allowed as a special use in the M-1 Manufacturing District unless already permitted under division (A) of this section.

(2) Areas for the dumping or disposal of garbage, refuse or trash provided the sanitary land fill method is used.

(3) Extraction of gravel, sand or other raw material.

('71 Code, § 11-15-2)

(4) Adult Business as described in §§ 155.110 through 155.115 Adult Use Regulations.

(Ord. 3142, passed 1-26-98)

(5) Cannabis infuser. Cannabis infusers shall not be located within 1,000 feet of the property line of a school, park or any other use deemed necessary by the Planning



Commission and City Council. The hours of operation shall be determined as a part of the conditions under which the special use is granted. The consumption of all cannabis and cannabis infused products, on the infuser site, shall be prohibited. Infusers shall comply with all other city and state laws. (Ord. 3991, passed 12-19-19)

(6) Cannabis transporter. Cannabis transporters shall not be located within 1,000 feet of the property line of a school, park or any other use deemed necessary by the Planning Commission and City Council. The hours of operation shall be determined as a part of the conditions under which the special use is granted. The consumption of all cannabis and cannabis infused products, on the transporter site, shall be prohibited. Transporters shall comply with all other city and state laws. (Ord. 3992, passed 12-19-19)

(7) Cannabis cultivation center. Cannabis cultivation centers shall not be located within 750 feet of the property line of a school, church, licensed daycare center, nursery school, park, sheltered care or board and care facility, penal or correctional institutions, hospitals or sanitariums, public or private, municipal or privately owned recreation building, or any other use deemed necessary by the Planning Commission and City Council. The hours of operation shall be determined as a part of the conditions under which the special use is granted. The consumption of all cannabis and cannabis infused products, on the cannabis cultivation center site, shall be prohibited. Cannabis cultivation centers shall comply with all other city and state laws. (Ord. 4066, passed 8-9-21)

(8) Cannabis craft grower. Cannabis craft growers shall not be located within 750 feet of the property line of a school, church, licensed daycare center, nursery school, park, sheltered care or board and care facility, penal or correctional institutions, hospitals or sanitariums, public or private, municipal or privately owned recreation building, or any other use deemed necessary by the Planning Commission and City Council. The hours of operation shall be determined as a part of the conditions under which the special use is granted. The consumption of all cannabis and cannabis infused products, on the cannabis craft grower site, shall be prohibited. Cannabis craft growers shall comply with all other city and state laws. (Ord. 4066, passed 8-9-21)

(C) Height of buildings. No building or structure shall hereafter be erected or structurally altered to exceed a height of four stories or 60 feet, except as provided in §§ 155.035 through 155.048.

('71 Code, § 11-15-3)

(D) Yard areas.

(1) Front yard. No front yard shall be required when all of the frontage on one side of the street between intersecting streets, a public area or a railroad right-of-way is located in an M-2 Manufacturing District. Where the frontage on one side of a street between two intersecting streets is located partially in an M-2 District and partially in some other use district, the front yard requirements of the other use district shall apply to the M-2 District.

(2) Side yard. Same regulations shall apply as required or permitted in § 155.070 M-1 Manufacturing District.

(3) Rear yard. The same regulations shall apply as required or permitted in § 155.070 M-1 Manufacturing District.

('71 Code, § 11-15-4)

(E) Performance standards: The following requirements shall apply:

(1) Noise. The sound pressure levels shall be the same as those permitted in § 155.070 M-1 Manufacturing District.

(2) Smoke and particulate matter. The emission of smoke or dusts in an amount sufficient to create a general nuisance to occupants of adjoining properties or to the general area wherein the use is located shall be prohibited.

(3) Odors. No odors shall be emitted by any use permitted in this District in such quantities as to be readily detectable by an average observer at any point on the boundary line of the nearest residential or business district.

(4) Noxious gases. Processes and operations of permitted uses capable of dispersing gases or toxic particulate into the atmosphere must be hooded or otherwise suitably enclosed. The emission of such toxic gases or particulate matters shall be from a stack not less than 25 feet in height.

(5) Glare and heat. Operations producing intense light or heat, when adjacent to a residential or business district, shall be performed within an enclosed building and not be visible beyond the boundary separating the subject premises from any adjoining residential or business district.

(6) Vibrations. There shall be no uses which create heavy, earth-shaking vibrations which are noticeable at any district boundaries separating residential and business uses from an M-2 Manufacturing District.

('71 Code, § 11-15-5)

(F) Fences and walls. Fences and walls shall comply with the regulations set forth in Chapter 158 .

(Ord. 1413, passed 9-13-60; Am Ord. 3875, passed 3-27-17) Penalty, see § 155.999

## **NONCONFORMING BUILDINGS AND USES**

### **§ 155.085 NONCONFORMING BUILDINGS AND USES.**

(A) Any lawfully established use of a building or land, at the effective date of this chapter, or of amendments hereto, that does not conform to the use regulations for the district in which it is located, shall be deemed to be a legal nonconforming use and may be continued, except as otherwise provided herein.

(B) Any legal nonconforming building or structure may be continued in use provided there is no physical change other than necessary maintenance and repair, except as otherwise permitted herein.

(C) Any building for which a permit has been lawfully granted prior to the effective date of this chapter or of amendments hereto, may be completed per the approved plans; provided construction is started within six months and diligently prosecuted to completion. Such building shall thereafter be deemed a lawfully established building.

('71 Code, § 11-16-1) (Ord. 1413, passed 9-13-60)

#### **§ 155.086 DISCONTINUANCE OF USE.**

(A) Whenever any part of a building, structure, or land occupied by a nonconforming use is changed to or replaced by a use conforming to the provisions of this chapter, such premises shall not thereafter be used or occupied by any nonconforming use, even though the building may have been originally designed and constructed for the prior nonconforming use.

(B) Whenever a nonconforming use of a building or structure, or part thereof, has been discontinued for a period of six consecutive months, or for a continuous period of 12 months if the building was originally designed and constructed for a nonresidential use, or whenever there is evident a clear intent on the part of the owner to abandon a nonconforming use, such use shall not after being discontinued or abandoned, be re-established, and the use of the premises thereafter shall be in conformity with the regulations of the district.

(C) Where no enclosed building is involved discontinuance of a nonconforming use for a period of six months shall constitute abandonment.

(D) Exception. whenever a nonconforming use of a building or structure, or part thereof, has been discontinued for a period of six consecutive months, or for a continuous period of 12 months if the building was original designed and constructed or modified for a nonresidential use, the owner may appeal to the City Council for a continuance of the nonconforming use. The City Council may grant a continuance of the same or more restricted zoning use ~~by~~ but may not grant a less restricted use.

('71 Code, § 11-16-2) (Ord. 1413, passed 9-13-60; Am. Ord. 3849, passed 10-11-16)  
Penalty, see § 155.999

#### **§ 155.087 CHANGE OF USE.**

(A) A nonconforming use of a building or structure, or part thereof, may be changed to a use of the same or of a more restricted character, but may not thereafter be changed to any less restricted use.

(B) Any part of a building, structure or land occupied by a nonconforming use which is changed to or replaced by a use conforming to the provisions of this chapter shall not thereafter be used or occupied by a nonconforming use.

('71 Code, § 11-16-3) (Ord. 1413, passed 9-13-60) Penalty, see § 155.999

### **§ 155.088 TERMINATION AND REMOVAL OF NONCONFORMING USES.**

The period of time during which the following nonconforming uses of buildings, structures or land may continue or remain shall be limited to the following periods from the effective date of this chapter or of any amendments hereto which causes the use to be nonconforming. Every such nonconforming use shall be completely removed from the premises at the expiration of the period signified, or shall be made to conform to the regulations of this chapter.

(A) Any nonconforming building or structure having an assessed valuation not in excess of \$1,000 on the effective date of this chapter: Two years.

(B) All nonconforming signs, billboards, and outdoor advertising structures: Ten years, except any presently existing posting or sign service which shall continue to conduct their business as it now is without expansion except as in conformity with the requirement of this chapter.

(C) Any nonconforming use of land where no enclosed building is involved, or where the only buildings employed are accessory or incidental to such use, or where such use is maintained in connection with a conforming building: Two years.

(D) A nonconforming house trailer or mobile home, in existence on or before September 28, 1970, and located within the limits of the city or within the zoning jurisdiction of the city on any tract of land owned by any person, may continue or remain so long as it is inhabited and not remaining uninhabited for a period exceeding 60 days, and so long as it is maintained per the existing Basic Housing and Property Maintenance Code and other ordinances of the city. No nonconforming house trailer or mobile home shall be replaced by another house trailer or mobile home and no other house trailer or mobile home shall be placed on the same lot or tract of land with the existing nonconforming house trailer or mobile home.

('71 Code, § 11-16-4) (Ord. 1413, passed 9-13-60; Am. Ord. 2116, passed 3-10-80) Penalty, see § 155.999

### **§ 155.089 REPAIRS AND ALTERATIONS.**

(A) Normal maintenance of a building or other structure containing a nonconforming use is permitted, including necessary nonstructural repairs and incidental alterations which do not extend or intensify the nonconforming use.

(B) No structural alterations shall be made in a building or other structure containing a nonconforming use, except in the following situations:

- (1) When the alteration is required by law.
- (2) When the alteration will actually result in eliminating the nonconforming use.

(3) When a building containing residential nonconforming uses may be altered in any way to improve livability, provided no structural alteration shall be made which would increase the number of dwelling units or the bulk of the building.

('71 Code, § 11-16-5) (Ord. 1413, passed 9-13-60) Penalty, see § 155.999

#### **§ 155.090 WHEN STRUCTURES ARE DAMAGED OR DESTROYED.**

(A) If a building or structure containing a nonconforming use is damaged or destroyed by any means to the extent of 50% or more of its replacement value at the time, the building or other structure can be rebuilt or used thereafter only for a conforming use and in compliance with the provisions of the district. In the event the damage or destruction is less than 50% of its replacement value, based upon prevailing costs, the building may then be restored to its original condition and the occupancy or use of such building may be continued which existed at the time of such partial destruction.

(B) In either event, restoration or repair of the building or other structure must be started within a period of one year and diligently prosecuted to completion.

('71 Code, § 11-16-6) (Ord. 1413, passed 9-13-60)

#### **§ 155.091 ADDITIONS AND ENLARGEMENTS.**

(A) A nonconforming building may be enlarged or extended only if the entire building is thereafter devoted to a conforming use, and is made to conform to all the regulations of the district in which it is located.

(B) No building partially occupied by a nonconforming use shall be altered in such a way as to permit the enlargement or expansion of the space occupied by such nonconforming use.

(C) No nonconforming building in any Residential District shall be so altered as to increase the number of dwelling units therein.

(D) No nonconforming use may be enlarged or extended in such a way as to occupy any required useable open space, or any land beyond the boundaries of the zoning lot as it existed at the effective date of this chapter, or to displace any conforming use in the same building or on the same parcel.

('71 Code, § 11-16-7) (Ord. 1413, passed 9-13-60) Penalty, see § 155.999

#### **§ 155.092 EXCEPTIONS.**

Wherever a lawfully existing building or other structure otherwise conforms to the use regulations of this chapter, but is nonconforming only in the particular manner hereinafter specified, the building and use thereof shall be exempt from the requirements of §§ 155.088 and 155.089.

(A) In any R district where a dwelling is nonconforming only as to the number of dwelling units it contains, provided no such building shall be altered in any way so as to increase the number of dwelling units therein.

(B) In any R-5 District, where a use permitted in the B-1 District occupies ground floor space within a multiple-family dwelling located on a corner lot.

(C) In any B or M district where the use is less distant from an R district than that specified in the regulations for the district in which it is located.

('71 Code, § 11-16-8) (Ord. 1413, passed 9-13-60)

## **ACCESSORY BUILDINGS**

### **§ 155.105 WHEN PART OF MAIN BUILDING.**

Where a substantial part of the wall of an accessory building is a part of the main building or where an accessory building is attached to the main building in a substantial manner as by a roof, such accessory building shall be counted as part of the main building.

('71 Code, § 11-17-1) (Ord. 1413, passed 9-13-60)

### **§ 155.106 LOCATION RESTRICTION.**

(A) (1) An accessory building may not be located nearer to any interior lot line than that permitted for the main building, when any part of this accessory building is on line with the main building, if extended. However, when an accessory building is located in the rear yard, it may then be located within three feet of the interior lot line, but not nearer than five feet of the rear lot line.

(2) However when a substantial part of the wall of an accessory building is a part of the main building or where an accessory building is attached to the main building in a substantial manner as by a roof so as to be counted as part of the main building and said accessory building is located in the rear yard, it may then be located within three feet of the interior lot line, but not nearer than five feet of the rear lot line subject to divisions (B) and (C) of this section.

(B) An accessory building shall not be erected prior to the establishment or construction of the main building to which it is accessory.

(C) No accessory building shall be located on a reversed corner lot beyond the front yard required on the adjacent lot to the rear, nor be located nearer than five feet to the side lot line of the adjacent building on the lot to the rear.

(D) The height of an accessory building on a residential zoning lot, or serving a residential use, shall not exceed 18 feet, or the height of the principal building, whichever is less.

('71 Code, § 11-17-2) (Ord. 1413, passed 9-13-60; Am. Ord. 2224, passed 9-14-81; Am. Ord. 3297, passed 2-13-01) Penalty, see § 155.999

## **§ 155.107 PERMITTED ACCESSORY USES.**

An accessory use includes, but is not limited to the following:

- (A) A children's playhouse, garden house and private greenhouse.
- (B) A garage, shed or building for domestic storage.
- (C) Incinerators incidental to residential use.
- (D) Storage of merchandise normally carried in stock on the same lot with any retail service or business use, unless such storage is excluded by the district regulations.
- (E) Storage of goods used in or produced by manufacturing activities, on the same lot or parcel of ground with such activities, unless such storage is excluded by the district regulations.
- (F) Off-street motor vehicle parking areas, and loading and unloading facilities.
- (G) Signs as permitted and regulated in each district incorporated in this chapter.
- (H) Public utility communication, electric, gas, water and sewer lines, their supports and incidental equipment.
- (I) Swimming pools. Swimming pools must comply with the regulations set forth in Chapter 159, Swimming Pool Regulations.
- (J) Water gardens. Decorative landscaping utilizing water, such as water gardens, fish ponds, and the like, which contain an area of water with a depth exceeding 24 inches shall be fenced in the same manner as that prescribed for swimming pools.
- (K) Recreational vehicles are permitted to be parked or stored in residential districts in compliance with the following:
  - (1) Loading and unloading of recreational vehicles. A recreational vehicle may be temporarily parked upon any lot or parcel of land for a period not to exceed 72 hours for loading and unloading purposes.
  - (2) Temporary parking or long-term storage is permitted inside any wholly enclosed building, which conforms to the zoning requirements of the particular zone where located.
  - (3) Temporary parking or long-term storage is permitted outside in the side yard or rear yard provided said recreational vehicle is:
    - (a) Operable in its normally intended manner.
    - (b) Owned by the occupant of the residential unit, or a guest of the occupant, on the same zoning lot.
    - (c) Not used as a permanent dwelling.
    - (d) Properly licensed and/or insured as provided for by applicable regulations.

(e) Not nearer than two feet to the lot line.

(4) Temporary parking or long-term storage is permitted outside on a driveway, provided:

(a) Space is not available in the rear yard or side yard, or there is no reasonable access to either the side yard or rear yard; a corner lot is always deemed to have reasonable access to the rear yard; a fence is not necessarily deemed to prevent reasonable access;

(b) Inside parking is not possible;

(c) The unit is parked perpendicular to the front curb.

(d) No part of the unit may extend over the public sidewalk or public thoroughfare (right-of-way).

(L) Yard or garage sales shall be allowed as an accessory use in all residential districts, subject to the following provisions:

(1) Merchandise purchased for resale shall not be permitted to be sold at a garage sale or yard sale;

(2) No more than three sales shall be held from the same premises within any calendar year. In the case of a combined neighborhood sale, no more than three such sales shall be held per premises within any calendar year;

(a) The following community events shall be excluded from the maximum number of sales allowed:

1. More on 34;

2. Hog Days;

(3) Each sale shall not last more than three days per sale;

(4) Sales shall be conducted only during the period between sunrise and sunset;

(5) All items being sold shall be placed on private property. No items for sale shall be located on the city right-of-way, including the street surface, terrace area and sidewalk;

(6) Sale signs shall only be posted at the site of the sale in accordance with ~~§ 155.140(A)~~ §153.140(A); and

(7) All items for sale, tables, signs, racks and any other items used to display items or advertise the yard or garage sale shall be removed from view from neighboring properties immediately after the sale has ended.

('71 Code, § 11-17-3) (Ord. 1413, passed 9-13-60; Am. Ord. 3292, passed 2-26-01; Am. Ord. 3297, passed 2-13-01; Am. Ord. 3300, passed 3-26-01; Am. Ord. 3876, passed 2-27-17; Am. Ord. 4138, passed 6-26- 23) Penalty, see § 155.999



## **ADULT USE REGULATIONS**

### **§ 155.110 ADULT SPECIAL USE PERMITS.**

(A) Purpose. The uses defined in section § 155.003 as “adult business” or “adult uses” are of such character that their unrestrained location can and has caused or contributed substantially to blighted neighborhoods, residential and commercial, and therefore, the following regulations are enacted in addition to all other applicable land use and development standards in this chapter.

(B) Nothing set forth in this chapter of this Code shall authorize, legalize or permit the establishment, operation or maintenance of any business, building or activity which violates any municipal ordinance or provision of the Statutes of the State regarding nuisances, sexual conduct, lewdness, assignation, prostitution, or obscene or harmful matter, nor shall the use of such language be interpreted to legalize the types of businesses which promote such violations.

(Ord. 3142, passed 1-26-98)

### **§ 155.111 ADULT SPECIAL USE PERMIT REQUIRED.**

(A) It shall be unlawful to engage in any adult business or adult use as defined in § 155.003 without first obtaining an Adult Special Use Permit under this section.

(1) Exemption for ancillary adult use. An ancillary adult use shall be exempt from the requirements of this section provided a site plan is on file with the ~~HBZ Officer~~ the Building Official demonstrating that only an ancillary portion of the business consists of an adult use. The establishment shall maintain adequate records to substantiate the percentage of the overall business operations consisting of an adult use. The adult use shall be considered ancillary if all of the following apply:

(a) The adult use comprises less than fifteen percent (15%) of the overall business operations as measured by the percentage of gross sales or floor area devoted to adult merchandise or service; and

(b) The adult use is not advertised as such by signs on the site advertising the adult use or by adult merchandise visible from the exterior of the building; and

(c) The adult use is separated from and screened from the area into which minors are permitted.

(Ord. 3142, passed 1-26-98)

### **§ 155.112 DEFINITIONS.**

For the purpose of this section, unless the context clearly indicates otherwise, the words, terms, and phrases shall have the following meanings:

**INDIVIDUAL VIEWING AREA.** Any area designed for occupancy of one person for the purpose of viewing performances, pictures, movies, videos or other presentations.

**PERSON.** Individuals, firms, corporations, partnerships, associations, or any other forms of business organization or group.

**RELIGIOUS INSTITUTION.** A structure which is used primarily for religious worship and related religious activities.

**SCHOOL.** Any child day care center or a public or private institution of learning for minors, which offers instruction in those courses of study required by, or which is maintained pursuant to standards set by, the State Board of Education. This definition includes preschools, kindergartens, elementary schools, junior high schools, senior high schools or any special institution of education, but it does not include a vocational or professional institution of higher education, including a community or junior college, college or university.

(Ord. 3142, passed 1-26-98)

### **§ 155.113 APPLICATION.**

(A) Applicants for an Adult Special Use Permit shall file a written application on a form supplied by the ~~HBZ Office~~ Building Official which shall be signed by the property owner or his or her authorized representative and (if different) the applicant under penalty of perjury. Said form shall be accompanied by a nonrefundable fee which shall be set from time to time by resolution of the City Council.

(B) Contents of application. The application shall at a minimum provide the following information:

(1) The name(s) and mailing addresses of the property owner(s) and proposed business operators;

(2) The property location, including assessor's parcel number;

(3) The name and nature of the business and activities to be conducted on the property;

(4) The proposed hours of operation;

(5) The form(s) of security proposed;

(6) The manner of enforcing age restrictions;

(7) A detailed floor plan drawn to scale and dimension showing the uses within each room and the location of all walls and partitions including their height and material of construction;

(8) A detailed site plan drawn to scale and dimensioned including: all buildings and structures on the site; ingress and egress to the site; parking areas; setbacks and spaces between buildings; walls, fences, and landscaping and their location, height, and materials; location and design of exterior lighting sources, including illumination levels in foot-candles at ground level; the location of security monitoring systems; and trash and recycling facilities;

(9) The location of all doors and windows, including sizes, materials and coverings if any;

(10) The architectural exterior elevations drawn to scale and dimension depicting design including colors, signage, materials, ornaments or other architectural features and any other appurtenances;

(11) All other information required to provide an explanation as to how the proposed project will comply with the requirements of this section and such other information as the ~~HBZ Officer~~ Building Official shall deem appropriate.

(C) Approval process. The procedures to be followed in reviewing applications for an Adult Special Use Permit shall be the same as those set forth in §§ 155.155 through § 155.157 of this Code.

(Ord. 3142, passed 1-26-98)

#### **§ 155.114 CRITERIA FOR PERMIT ISSUANCE.**

(A) The Plan Commission may approve an Adult Use Permit if the following requirements are met:

(1) The adult use shall be located in an M-2 zone.

(2) The adult use shall not be located within 1,000 feet of any residential zone or any lawfully established nonconforming residential use.

(3) The adult use shall not be located within 1,000 feet of any lot upon which there is legally located a religious institution, public park, or school.

(4) The adult use shall not be located within 1,000 feet of any other adult use.

(5) The adult use shall not be located within 1,000 feet of any establishment serving or furnishing alcoholic liquor.

(6) The adult use shall comply with all applicable development and design standards of the zone in which it is located.

(7) The adult use shall comply with the appropriate sign regulations for the zone in which it is located, said signage also being subject to any restrictions placed upon it by the Special Use Permit.

(8) The adult use shall not be conducted in any portable or mobile structure or pushcart.

(9) The adult use shall conform to the appropriate parking regulations under this chapter and shall not sponsor any special events, promotions, festivals, concerts or other similar events which would increase the demand for parking beyond the approved number of spaces for the particular use.

(10) No adult use shall provide the service, sale, or allow the consumption on the premises, of alcoholic beverages without first obtaining a liquor license. ~~and a Special~~

~~Use Permit to furnish or provide alcoholic liquor pursuant to the procedures set forth in this chapter and Title Eleven of the City Code.~~

- (11) The adult use shall not be conducted with any massage, acupuncture, accupressure, fortune telling, or escort services on the premises;
- (12) The permittee shall provide a security system that visually records and monitors all parking lot areas. Recordings made pursuant to this requirement shall be maintained for a minimum of 14 days;
- (13) There shall be no display of any sexually oriented material or sexually oriented merchandise on the premises upon which an adult use is conducted which would be visible from any location other than from within the premises;
- (14) The premises upon which the adult use is conducted shall not allow admittance of any person under the age of 21 years. The minimum age for admittance shall be posted at the entrance to the premises.
- (15) The adult use shall not operate between the hours of 2:00 a.m. and 7:00 a.m.
- (16) The premises on which an adult use is conducted shall have separate restroom facilities for male patrons and employees and female patrons and employees. Male patrons and employees shall be prohibited from using the restroom(s) for females and female patrons and employees shall be prohibited from using the restrooms for males, except to carry out duties of repair, maintenance and clearing of the restroom facilities. The restrooms shall be free from any adult-oriented material. Restrooms shall not contain television monitors or other motion picture or video projection, recording or reproduction equipment.
- (17) All areas of the premises on which an adult use is conducted shall be illuminated at a minimum of 15 footcandles evenly distributed at ground level.
- (18) No solicitation of trade may be made at or near the entrance to the premises on which an adult use is conducted by any means other than signage which complies with the appropriate sign regulations of the city.
- (19) All required permits and licenses shall be conspicuously posted at a location where they may be observed by any member of the public.
- (20) Any adult use which permits patrons to view live, filmed or recorded entertainment or to use or consume products or services on the premises, shall conform to the following requirements:
  - (a) At least one (1) security guard shall be on duty outside the premises patrolling the grounds and parking areas at all times during hours of operation. If the occupancy limit of the premises is greater than 50 persons an additional security guard shall be on duty inside the premises. The security guard shall be charged with preventing violations of law and enforcing compliance by patrons with the requirements of this code and notifying the City Police Department and ~~HBZ Officer~~ the Building Official of any violations of law. Said security guard shall be uniformed in such manner

as to be readily identifiable to the public as a security guard. No security guard required hereunder shall act as a doorperson, ticket seller, ticket taker, admittance person or any other capacity while acting as a security guard hereunder; and

(b) No exterior window or door on the premises in which an adult use is conducted shall be propped or kept open at any time during hours of operation. Any exterior windows shall be covered with opaque covering at all times; and

(c) Permanent barriers shall be installed and maintained to screen the interior of the premises from public view for each door used as an entrance/exit to the premises on which an adult use is conducted.

(21) The following additional requirements shall pertain to adult coin operated businesses, adult arcades, or any adult use which provides one or more individual viewing areas:

(a) The application for the adult use shall be accompanied by a diagram of the premises showing a plan specifying the location of one or more manager's stations, the location of all overhead lighting fixtures, and designating any portion of the premises in which patrons will not be permitted. A manager's station may not exceed 32 square feet of floor area and no dimension may exceed eight (8) feet. Each such diagram shall be oriented to the north or to some designated street or object and shall be drawn to a designated scale with marked dimensions sufficient to show the various internal dimensions of all areas of the interior; and

(b) At least one (1) employee shall be on duty and situated at a manager's station at all times that any patron is present; and

(c) The interior shall be configured in such a manner so that there is an unobstructed view from a manager's station of every area to which any patron is permitted access, excluding restrooms. If two (2) or more manager's stations are designated, then the interior shall be configured in such a manner that there is an unobstructed view of every area to which any patron is permitted access, excluding restrooms from at least one of the stations. The view required by this subsection shall be by direct line of sight. No alteration in the configuration of the interior floorplan may be made without the consent of the ~~HBZ Officer~~ Building Official; and

(d) All individual viewing areas within the premises shall be visible from a continuous and visually accessible main aisle in a public portion of the establishment, and shall not be obscured by any door, curtain, wall, two-way mirror or other device which would prohibit a person from seeing into the individual viewing area; and

(e) No individual viewing area shall be occupied by more than one (1) person at any time; and

(f) Individual viewing areas shall be operated and maintained without any hole or other opening or other means of direct communication or visual or physical access between the interior space of two (2) or more individual viewing areas.

(B) Measurement of distance.

(1) The distance between an adult use and the uses listed in subsections §§ 155.114(A)(2), 155.114(A)(3), 155.114(A)(4), and 155.114(A)(5) of this section shall be measured in a straight line, without regard to intervening structures, from the closest property line of the parcel on which the adult use is conducted to the nearest property line of the parcel on which such uses listed in subsections §§ 155.114(A)(2), 155.114(A)(3), 155.114(A)(4), and 155.114(A)(5) of this section are located.

(2) Once an adult use obtains an Adult Special Use Permit pursuant to this section, the subsequent establishment of any use listed in subsection §§ 155.114(A)(2), 155.114(A)(3) and 155.114(A)(5) of this section within the restricted distances shall not render the adult use non-conforming.

(C) Inspections. The permittee shall permit officers of the city to conduct unscheduled inspections of the premises on which the adult use is operated for the purpose of insuring compliance with the law at any time the adult use is open to the public.

(D) Revocation.

(1) Revocation grounds. The ~~HBZ Officer~~ Building Official shall recommend revocation of an Adult Special Use Permit upon discovering that any of the following have occurred:

(a) The adult use has been or continues to be operated in violation of any of the requirements of this section, a written notice of such violation has been sent to the permittee and the violation continues or reoccurs within six (6) months of service of the notice; or

(b) The application is found to contain incorrect, false, or misleading information; or

(c) A court of competent jurisdiction has found the adult use to constitute a public nuisance.

(2) Revocation notice. Upon determining that the grounds for revocation exist the ~~HBZ Officer~~ Building Official shall furnish written notice of the revocation to permittee. Such notice shall summarize the principle reasons for the revocation, and shall state that the permittee must abate any and all violations of this Code within ten (10) calendar days from the date of the notice. Absent a timely compliance with the revocation notice, the revocation notice shall be forwarded to the Plan Commission for review.

(E) Moratorium after revocation. If an Adult Use Permit is revoked no Adult Use Permit shall be issued for the same location for a period of two (2) years from the effective date of revocation.

(Ord. 3142, passed 1-26-98)

## **§ 155.115 VIOLATION AND PENALTY.**

(A) See § 155.999 of this chapter.

(Ord. 3142, passed 1-26-98)

## **OTHER SPECIAL USE PERMITS**

### **§ 155.117 BEER GARDEN/OUTDOOR EATING AREA**

(A) Purpose.

(1) The purpose of these regulations is to allow, under certain conditions the use by consumers of outdoor areas accessory to an establishment which lawfully serves alcoholic liquor. Said use of these accessory, outdoor areas to be conducted under the authority of a properly issued special use permit, the guidelines for which are contained herein.

(2) It shall be unlawful to conduct a beer garden/outdoor eating area as defined in § 155.003 hereof, without first obtaining a special use permit under this section.

(B) Operating conditions.

(1) Lighting. Beer garden/outdoor eating area operated after dark shall be adequately illuminated by electric lights; but such illumination shall be so arranged and shielded by the licensee so as to reflect away from any adjoining property and streets. There shall be no flashing lights, strobe lights, or similar lights in the beer garden/outdoor eating area.

(2) Screening. The licensee shall provide a wall or fence with minimum height of six feet or greater as recommended by the Plan Commission and approved by the City Council to screen the patrons on the premises from the view of the surrounding property. Such fence or wall shall be of a design and structure as recommended by the Plan Commission and approved by the City Council. The perimeter of the fence or wall shall be landscaped by the licensee with suitable plants and shrubbery to preserve, as far as possible, harmony with the appearance of the surrounding property. Said landscaping to be as recommended by the Plan Commission and approved by the City Council.

(3) Signs. There shall be no signage within the beer garden/outdoor eating area that is visible from off the premises.

(4) Hours of operation. The beer garden/outdoor eating area shall be closed at 11:00 p.m. Sunday through Thursday, inclusive. The beer garden/outdoor eating area shall be closed at midnight on Fridays and Saturdays.

(5) Disposal of refuse. At least once every 24 hours the licensee shall dispose of waste materials which tend to create a public nuisance on the premises. The licensee shall keep the premises whereon the beer garden/outdoor eating area is located, free from waste material and shall provide appropriate refuse containers.

(6) Littering. No person shall place, throw or deposit any case, bottle, paper, waste material or refuse upon the outside premises of any beer garden/outdoor eating area, or in the vicinity of same except in adequate receptacles provided for that purpose, nor shall the licensee permit such conduct.

(7) Maintaining quiet and good order. It shall be the duty of the licensee to maintain quiet and good order upon the premises of an outdoor eating place/beer garden and not permit disorderly or immoral conduct or loitering. The licensee shall not cause or create any noise or other nuisance in the outdoor area where the quiet and good order of the premises or of the neighborhood are disturbed. No person on the premises of a beer garden/outdoor eating area shall needlessly make or cause to be made any loud or unseemly noise, nuisance, or disturbance whereby the quiet and good order of the premises or the neighborhood is disturbed.

(C) Application procedures.

(1) Application procedures for a beer garden/outdoor eating area shall be the same as for a special use permit as provided for in sections §§ 155.155 through 155.157, Special Uses, of this chapter.

(2) Additional information. In addition to the information requested in sections §§ 155.155 through 155.157, Special Uses, of this chapter, the applicant shall also provide the following information:

- (a) The proposed capacity of the facility.
- (b) The location and size of the entrances and exits.
- (c) The kind of ground surface and storm water run-off facilities.
- (d) The location, size and construction of all structures.
- (e) The location, size and construction of surrounding walls, fences or barriers.

(D) Standards of issuance.

(1) The criteria for issuing a special use permit contained in §§ 155.155 through 155.157, Special Uses, of this chapter.

(2) The reputation of the applicant, his officers or agents, if any, and their ability to operate the beer garden/outdoor eating area in a manner consistent with the maintenance and preservation of good order, public health, safety, good morals and welfare.

(3) Whether the requirements of this section and all other governing laws and ordinances have been met.

(4) Any special use permit for a beer garden/ outdoor eating area may only be issued to the site's liquor licensee, ~~and all such special use permits shall be non-transferable.~~



(E) Revocation of special use permit.

In addition to any other reason specified in any other regulation, a special use permit issued under the provisions of this section may be revoked or suspended when the City Council finds that:

(1) The licensee is operating in violation of this section or of any other governing law, ordinance or regulation; or

(2) The licensee is operating so as to constitute a nuisance by reason of noise disorderly or illegal conduct or immoral activity on the premises.

(Ord. 3327, passed 10-9-01; Am. Ord. 3897, passed 8-14-17)

**§ 155.118 CONSUMER METALS RECYCLING FACILITY.**

(A) Purpose. The purpose of these regulations is to allow, under certain conditions, the use of a wholly enclosed building and the surrounding land as a consumer metals recycling facility as defined in § 155.003 (see **RECYCLING FACILITY, CONSUMER METALS**).

(1) The use of the premises shall be conducted under the authority of a properly issued special use permit, in a B-2, B-3, or B-4 Zoning District.

(2) The use shall be a permitted use in an M-1 or M-2 Zoning District.

(3) The guidelines contained herein are applicable to any location in which such a use is carried out.

(B) Operating conditions.

(1) All activities on the premises, with exception of off-street parking, and loading/unloading, shall take place inside a wholly enclosed building.

(a) The activities related to non-ferrous metals shall include only collection, non-mechanical sorting, and storage of the metal products.

(b) No use of internal combustion engines for power-driven processing equipment shall be allowed.

(2) Screening. As stipulated in the special use permit for sites located in B-2, B-3 or B-4 Districts, or as provided for in the standard zoning regulations for sites located in a manufacturing district.

(3) Signs. As stipulated in the special use permit for sites located in B-2, B-3 or B-4 Districts, or as provided for in the standard zoning regulations for sites located in a manufacturing district.

(4) Hours of operation. The facility shall open no earlier than 8:00 a.m., and stay open no later than 7:00 p.m.

(5) Sanitary conditions. Sanitary conditions shall be maintained at all times to eliminate infestation of insects and rodents, and to mitigate odors.

(6) Prohibited commodities. No paper, cardboard, plastic, glass, fiber, commercial refuse, residential refuse, putrescible waste, appliances, special waste or hazardous waste, as defined by the Illinois EPA, shall be collected, sorted, or stored on the premises.

(7) Size limitations.

(a) The maximum gross square foot area of the building on a site devoted to use as a consumer metals recycling facility shall not exceed 1,500 square feet.

(b) The area of the interior of the building devoted specifically for acceptance, sorting, and storing of the metals shall not exceed 1,000 square feet.

(8) Setbacks. The minimum setbacks from lot lines and existing residential uses shall be as stipulated in the special use permit for sites located in B-2, B-3 or B-4 Districts, or as provided for in the standard zoning regulations for sites located in a manufacturing district.

(9) Parking and loading. One off-street loading space shall be maintained at all times, along with four off-street parking spaces for use of customers and employees.

(C) Application procedures. Application procedures for a consumer metals recycling facility shall be the same as for a special use permit as provided for in §§ 155.155 through 155.157, Special Uses, of this chapter.

(D) Standards of issuance.

(1) The criteria for issuing a special use permit contained in §§ 155.155 through 155.157.

(2) Whether the ~~requirements~~ requirements of this section and all other governing laws and ordinances have been met.

(3) Any special use permit for a consumer metals recycling facility shall be non-transferable to any new owners or operators.

(E) Revocation of special use permit. In addition to any other reason specified in any other regulation, a special use permit issued under the provisions of this section may be revoked or suspended when the City Council finds that the licensee is operating in violation of this section or of any other governing law, ordinance or regulation.

(Ord. 3607, passed 5-11-09)

## **OFF-STREET PARKING AND LOADING**

### **§ 155.120 PURPOSE.**

The purpose of this subchapter is to alleviate or prevent congestion of the public streets, and so promote the safety and welfare of the public by establishing minimum

requirements for the off-street parking and loading and unloading of motor vehicles per the use to which property is put.

('71 Code, § 11-18-1) (Ord. 1413, passed 9-13-60)

## **§ 155.121 PARKING AND LOADING SPACE REQUIREMENTS.**

(A) Procedure. An application for a building permit for a new or enlarged building, structure, or use shall include therewith a plot plan, drawn to scale and fully dimensioned showing any parking or loading facilities to be provided in compliance with the requirements of this chapter.

(B) Extent of control. The off-street parking and loading requirements of this chapter shall apply as follows:

(1) All buildings and structures erected and land uses initiated after the effective date of this chapter shall provide accessory off-street parking or loading facilities as required hereinafter for the use thereof, except that a building or structure for which a building permit has been issued prior to the effective date of this chapter shall not be required to furnish parking or loading facilities if construction is begun thereon within six months of the effective date of this chapter and diligently prosecuted to completion.

(2) When a building or structure erected prior to or after the effective date of this chapter shall undergo any decrease in number of dwelling units, gross floor area, seating capacity, number of employees or other unit of measurement specified hereinafter for the required parking or loading facilities, and further, when said decrease would result in a requirement for fewer total parking or loading spaces through application of the provisions of this chapter thereto, parking and loading facilities may be reduced accordingly, provided that existing parking or loading facilities shall be so decreased only when the facilities remaining would at least equal or exceed the parking or loading requirements resulting from application of the provisions of this chapter to the entire building or structure as modified.

(3) When a building or structure shall undergo any increase in the number of dwelling units, gross floor area, seating capacity or other unit of measurement specified hereinafter for required parking or loading facilities, and further, when said increase would result in a requirement for additional total parking or loading spaces through application of the provisions of this chapter thereto, parking and loading facilities may be increased accordingly, provided that existing parking or loading facilities shall be so increased that the facilities would at least equal or exceed the parking or loading requirements resulting from application of the provisions of this chapter to the entire building or structure as modified.

(4) (a) When a building is erected in the Central Business District and the compliance with the regulations and requirements for off-street parking, as set forth in this subchapter would result impractical difficulties or undue hardship, the applicant for a permit to erect or enlarge a building may elect to contribute to the city \$1,200 for each required parking space. All such funds received shall be deposited with the city in a

special fund to be known as “Central Business District Special Off-Street Parking Fund” and shall be used by the city to develop off-street parking facilities, within the area described below, for the convenience, safety, and general welfare of the people of the city.

(b) The Central Business District wherein the above applies is described as follows: Beginning at the alley first east of Main Street on First Street; thence westwardly along First Street to Main Street; thence southwardly along Main Street to Central Boulevard; thence westwardly along Central Boulevard to Tremont Street; thence northwesterly along Tremont Street to First Street; thence westwardly along First Street to the center of Lexington Avenue; thence northwardly along Lexington Avenue extended to the south line of the railroad right-of-way; thence northeastwardly along said railroad right-of-way to the center of Main Street; thence southwardly along Main Street to Third Street; thence eastwardly to the alley first east of Main Street; thence southwardly along said alley to the point of beginning.

(C) Existing parking and loading spaces. Accessory off-street parking and loading spaces in existence on the effective date hereof may not be reduced in number unless already exceeding the requirements of this subchapter for equivalent new construction; in which event said spaces shall not be reduced below the number required herein for such equivalent new construction.

(D) Permissive parking and loading spaces. Nothing in this subchapter shall prevent the establishment of off-street automobile parking or loading facilities to serve any existing use of land or buildings, subject to full compliance with the provisions of this subchapter, except that off-street parking areas accessory to existing multiple-family structures cannot be located off the premises containing the main use, unless on a lot adjacent thereto, without authorization by the City Council.

(E) Damage or destruction. Any building, structure or use which is in existence and is a conforming use on the effective date hereof and which subsequently shall be damaged or destroyed by fire, collapse, explosion or other cause may be reconstructed, re-established or repaired with or without off-street parking or loading facilities, except that parking or loading facilities equivalent to any maintained at the time of such damage or destruction shall be restored or continued in operation. However it shall not be necessary to restore or maintain parking or loading facilities in excess of those required by this chapter for equivalent new construction.

(F) Schedule of requirements.

(1) Tables for required parking and loading. Requirements governing the number and location of off-street parking and off-street loading facilities in relation to the use of property are established hereinafter in this subchapter. The parking and loading requirements for any use not specified herein shall be the same as for a similar specified use, as determined by § 155.125.

(2) Floor area. The term **FLOOR AREA** as employed in this parking and loading subchapter in the case of office, merchandising or service types use shall mean the

gross floor area of a building or structure used for service to the public as customers, patrons, clients, patients, or tenants, including areas occupied by fixtures and equipment used for display or sale of merchandise. **FLOOR AREAS** for the purposes of this subchapter shall not include any area used for:

- (a) Storage accessory to the principal use of a building;
- (b) Incidental repairs;
- (c) Processing or packaging of merchandise;
- (d) Show windows, or offices incidental to the management or maintenance of a store or building;
- (e) Rest rooms;
- (f) Utilities; or
- (g) Dressing, fitting or alteration rooms.

('71 Code, § 11-18-2) (Ord. 1413, passed 9-13-60; Am. Ord. 1506, passed 6-13-66) Penalty, see § 155.999

#### **§ 155.122 ADDITIONAL REGULATIONS FOR PARKING.**

(A) Use of parking facilities. Off-street parking facilities accessory to residential use and developed in any residential district per the requirements of this subchapter shall be used solely for the parking of passenger automobiles owned by occupants of the dwelling structures to which such facilities are accessory or by guests of said occupants. Under no circumstances shall required parking facilities accessory to residential structures be used for the storage of commercial vehicles or for the parking of automobiles belonging to the employees, owners, tenants, visitors, or customers of business or manufacturing establishments, except as permitted in division (E) of this section.

(B) Joint parking facilities. Off-street parking facilities for different buildings, structures or uses, or for mixed uses, may be provided collectively in any zoning district in which separate parking facilities for each constituent use would be permitted, provided that the total number of spaces so located together shall not be less than the sum of the separate requirements for each use.

(C) Control of off-site facilities. When required accessory off-street parking facilities are provided elsewhere than on the lot on which the principal use served is located, they shall be in the same possession, either by deed or long-term lease, as the property occupied by such principal use, and the owner shall be bound by covenants filed on record in the office of the Recorder of Deeds or the Registrar of Titles of the county, requiring the owner and his said heirs and assigns to maintain the required number of parking spaces during the existence of said principal use.

(D) Permitted districts for accessory parking. Accessory parking facilities provided elsewhere than on the same zoning lot with the principal use served per § 155.125 may be located in any zoning district except as follows:

(1) No parking facilities accessory to an apartment use shall be located in an R-1, R-2 or R-3 District.

(2) No parking facilities accessory to any business or manufacturing use shall be located in a Residential District, except when authorized by the City Council as prescribed hereinafter.

(3) No parking facilities accessory to a manufacturing use shall be permitted in a B-1 or B-2 District.

(E) Nonresidential parking in residential districts. Accessory off-street parking facilities serving nonresidential uses of property may be permitted in all residential districts when authorized by the City Council, subject to the following requirements in addition to all other relevant requirements of this subchapter:

(1) A special use permit must be applied for and the permit shall be subject to the same process and receive the same consideration as any other request for a special use permit required by the City Code.

(2) The parking lot shall be accessory to, and for use in connection with, one or more nonresidential establishments located in adjoining districts or in connection with one or more existing professional or institutional office buildings or institutions.

(3) Said parking lot shall be used solely for the parking of passenger automobiles.

(4) No commercial repair work, sales or service of any kind shall be conducted on said parking lot.

(5) No sign of any kind other than signs designating entrances, exits, and conditions of use, shall be maintained on said parking lot.

(6) Each entrance to and exit from said parking lot shall be at least 20 feet distant from any adjacent property located in any Residential District, except where ingress and egress to the parking lot is provided from a public way or public alley separating the residential areas from the proposed parking lot.

(7) In addition to the foregoing requirements, such parking lots shall conform to any further requirements and conditions as may be prescribed by the Plan Commission for the protection of properties adjacent to and in the vicinity of the proposed parking lot.

(F) Design and maintenance.

(1) Parking space; description. A required off-street parking space shall be an area of not less than 162 square feet nor less than 8½-feet wide by 19-feet long, exclusive of access drives or aisles, ramps, columns, or office and work areas, accessible from streets or alleys or from private driveways or aisles leading to streets or alleys and to be

used for the storage or parking of passenger automobiles or commercial vehicles under 1½ ton capacity. Aisles between vehicular parking spaces shall be not less than 12 feet in width when serving automobiles parked at a 45° angle in one direction nor less than 20 feet in width when serving automobiles parked perpendicular to the aisles and accommodating two way traffic.

(2) Measurement of space. When determination of the number of required off-street parking spaces results in a requirement of a fractional space, any fraction up to and including ½ shall be interpreted as one parking space.

(3) Open and enclosed spaces. Parking areas may be open or enclosed except that when parking facilities accessory to a multiple dwelling are located in a Residential or B-1 or B-2 District elsewhere than on the same zoning lot with the principal use served, such parking facilities shall be open to the sky.

(4) Access. Parking facilities shall be designed with appropriate means of vehicular access to a street or alley in such a manner as will least interfere with the movement of traffic. No driveway or curb cut in any district shall exceed 30 feet in width.

(5) Signs. No signs shall be displayed in any parking area within any Residential District, except such as may be necessary for the orderly use of the parking facility.

(6) Required setbacks. No parking space nor portion thereof established on the same zoning lot with a building shall be located within a required front yard. No parking space nor portion thereof established on a zoning lot without a building shall be located closer to any street line than the established building line on adjacent properties nor closer than the front yard setback required for the district in which the parking lot is located. Further, any wall, fence or hedge developed around any parking area shall be subject to the front yard setback requirements of this chapter in the same manner as a building or structure.

(7) Surfacing. All open off-street parking areas, except those accessory to single family dwellings, shall be improved with a compacted macadam base, not less than four inches thick, surfaced with asphaltic concrete or some comparable all-weather dustless material.

(8) Screening and landscaping. All open off-street parking areas six or more cars shall be effectively screened by a wall, a solid fence or a densely planted compact hedge along any side which joins or is directly across a street or alley from a property in Residential District or an institutional property. Such wall, fence or hedge, shall be at least four feet, but not more than seven feet, in height and shall be maintained in good condition.

(9) Lighting. Any lighting used to illuminate an off-street parking area shall be so arranged as to reflect the light away from adjoining properties.

(G) Special use public parking areas: Any automobile parking area developed for transient trade, and not accessory to specific main uses or groups of uses for which parking is required by this chapter, shall be treated as a special use as defined in

§§ 155.155 through 155.157 and as allowed per the provisions of said §§ 155.155 through 155.157 by the Council.

('71 Code, § 11-18-3) (Ord. 1413, passed 9-13-60; Am. Ord. 2097, passed 12-10-79; Am. Ord. 3047, passed 4-8-96) Penalty, see § 155.999

#### **§ 155.123 ADDITIONAL REGULATIONS FOR LOADING.**

(A) Loading berth; description. An off-street loading berth shall be a hard-surfaced area of land, open or enclosed, other than a street or a public way, used principally for the standing, loading, or unloading of motor trucks, tractors, and trailers so as to avoid undue interference with the public use of streets and alleys. A required loading space shall be not less than ten feet in width, 45 feet in length, and 14 feet in height, exclusive of access aisles and maneuvering space, except as otherwise specifically dimensioned hereafter.

(B) Location. No permitted or required loading berth shall be closer than 50 feet to any property in a Residential District unless completely enclosed by building walls, or a uniformly painted solid fence or wall, or any combination thereof not less than six feet in height. No permitted or required loading berth shall be located within 25 feet of the nearest point of intersection of any two streets. Loading berths open to the sky may be located in a required yard.

(C) Measurement of berths. When determination of the number of required off-street loading berths results in a requirement of a fraction, berth, any fraction up to and including  $\frac{1}{2}$  shall be disregarded, and fractions over  $\frac{1}{2}$  shall be interpreted as or loading berth.

(D) Surfacing. All open off-street loading berths shall be improved with a compacted macadam base not less than seven inches thick, surfaced with not less than two inches of asphaltic concrete or some comparable material which is dustless and all-weather.

('71 Code, § 11-18-4) (Ord. 1413, passed 9-13-60) Penalty, see § 155.999

#### **§ 155.124 LOCATIONS OF PARKING AREAS.**

Extent of control. Off-street automobile parking facilities shall be located as hereinafter specified; where a distance is specified, such distance shall be walking distance measured from the nearest point of the parking area to the nearest entrance of the building that said parking area is required to serve.

(A) For one- and two-family dwelling: On the same lot with the buildings they are required to serve, provided however that any parking of vehicles on open land in the front yard shall only be allowed when on an improved surface which is directly accessible by a properly installed approach from the street.

This subsection applies only to parking customarily or routinely used by the occupant(s) of the dwelling(s) on the site, not to parking of visitor's vehicles, nor to parking of a vehicle to facilitate care of same.



(B) For three- and four-family dwellings not over two stories in height: On the same lot or parcel of land as the buildings they are required to serve, provided however that any parking of vehicles on open land in the front yard shall only be allowed when on an improved surface which is directly accessible by a properly installed approach from the street. This subsection applies only to parking customarily or routinely used by the occupant(s) of the dwelling(s) on the site, not to parking of visitor's vehicles, nor to parking of a vehicle to facilitate care of same. For the purposes of this requirement, a group of such uses constructed and maintained under single ownership or management shall be assumed to be on a single lot or parcel of land.

(C) For rooming houses, lodging houses, dormitories, sorority and fraternity houses, apartment houses containing four or more dwelling units and for other similar uses: On the same lot or parcel of land as the building they are required to serve, or on a separate lot or parcel of land not more than 300 feet from the nearest entrance to the main building being served; provided the lot or parcel of land selected for the parking facilities is located in a district which is the same as or less restricted than the district in which the main building or principal permitted use being served is located.

(D) For clubs, hospitals, sanitariums, orphanages, homes for the aged, convalescent homes and for other similar uses: The off-street parking facilities required shall be on the same lot or parcel of land as the main building or buildings being served or on a separate lot or parcel of land not more than 500 feet from the nearest entrance to the main building served; provided the lot or parcel of land selected for the parking facilities is located in a district which is the same as or less restricted than the district in which the main building or principal permitted use being served is located.

(E) For uses other than those specified above, off-street parking facilities shall be provided on the same lot or parcel of land as the main building being served or on a separate lot or parcel of land not over 1,000 feet of the entrance of the main building, measured from the nearest point of the parking area; provided the separate lot or parcel of land intended for the parking facilities is located in the same district as the principal permitted use or in a less restricted district.

('71 Code, § 11-18-5) (Ord. 1413, passed 9-13-60; Am. Ord. 2216, passed 7-27-81; Am. Ord. 3298, passed 2-26-01; Am. Ord. 3300, passed 3-26-01)

## § 155.125 SCHEDULE OF PARKING REQUIREMENTS.

<i>Business Uses</i>	<i>Minimum Spaces Required</i>
<b>Offices</b>	
Banks, currency exchanges, loan offices, savings & loans, and similar financial institutions	4 off-street parking spaces per 1,000 square feet of gross floor area
Business office, civic administration, commercial laboratories, computer services, electronic data processing	3.3 off-street parking spaces per 1,000 square feet of gross floor area

Professional offices: accounting, dental, engineering, insurance and financial consulting, law, medical, outpatient clinics, or related professions	5 off-street parking spaces per 1,000 square feet of gross floor area
<b><i>Service Establishments</i></b>	
Air conditioning, heating, plumbing sales and service	4 off-street parking spaces per 1,000 square feet of gross floor area
Animal hospital	3.3 off-street parking spaces per 1,000 square feet of gross floor area
Automobile and truck repair and service shop	4.5 off-street parking spaces per 1,000 square feet of gross floor area
Barber shop, beauty parlor, chiropody, massage, physical culture, tanning, health services or similar personal service shop	4 off-street parking spaces per 1,000 square feet of gross floor area
Blueprinting, copy and print shops	4 off-street parking spaces per 1,000 square feet of gross floor area
Car wash	4 stacking spaces per stall plus 1 per employee
Catering establishments	4 off-street parking spaces per 1,000 square feet of gross floor area
Contractor's offices and shops	4.5 off-street parking spaces per 1,000 square feet of gross floor area
Dry-cleaning, laundromat establishments	4 off-street parking spaces per 1,000 square feet of gross floor area
Exterminating shop	4.5 off-street parking spaces per 1,000 square feet of gross floor area

<b><i>Business Uses</i></b>	<b><i>Minimum Spaces Required</i></b>
Household appliance repair shop	4.5 off-street parking spaces per 1,000 square feet of gross floor area
Parcel delivery stations	4.5 off-street parking spaces per 1,000 square feet of gross floor area
Pawn shop	4.5 off-street parking spaces per 1,000 square feet of gross floor area
Photograph developing and processing	4.5 off-street parking spaces per 1,000 square feet of gross floor area
Radio and television broadcasting stations	1 off-street parking space per employee

Riding academies	1 off-street parking space per each employee plus 1 off-street parking space per each 3 students based on rated design capacity
Schools: music, dance, business, commercial, or trade	1 off-street parking space per each employee plus 1 off-street parking space per each 3 students based on rated design capacity
Silver plating and repair shop	4.5 off-street parking spaces per 1,000 square feet of gross floor area
Telecommunication equipment building	1 off-street parking space per employee
Travel bureau	4.5 off-street parking spaces per 1,000 square feet of gross floor area
Undertaking establishments	4 off-street parking spaces per 1,000 square feet of gross floor area

<b><i>Assembly Uses</i></b>	<b><i>Minimum Spaces Required</i></b>
Amusement park, fairgrounds, kiddie parks or similar uses	3 parking spaces per 1,000 square feet of gross land area
Art galleries and studios	2 off-street parking spaces per 1,000 square feet of gross floor area
Auditorium, dance hall, exhibition hall, lecture hall, meeting hall, stadium, arena, armory, gymnasium and other similar places of public events	10 parking spaces per 1,000 square feet of gross floor area
	OR
	33% of the occupant load based on rated design
Billiard and pool rooms	10 off-street parking spaces per 1,000 square feet of gross floor area
Churches	10 off-street parking spaces per 1,000 square feet of gross floor area
	OR
	1 off-street parking space per 3 or 4 seats

<b><i>Assembly Uses</i></b>	<b><i>Minimum Spaces Required</i></b>
Clubs, lodges and fraternal organizations	4 off-street parking spaces per 1,000 square feet of gross floor area
Nightclub	10 off-street parking spaces per 1,000 square feet of gross floor area

Public buildings, including art gallery, library, museum or similar structures	2 off-street parking spaces per 1,000 square feet of gross floor area
Recreation centers	10 off-street parking spaces per 1,000 square feet of gross floor area
Restaurants, cafes, drive-in type restaurants, and tea rooms	10 off-street parking spaces per 1,000 square feet of gross floor area
Restaurants with drive-up window	10 off-street parking spaces per 1,000 square feet of gross floor area, plus 5 reservoir stacking spaces per drive-up window
Taverns	10 off-street parking spaces per 1,000 square feet of gross floor area
Theater, indoor, movie, or outdoor	1 off-street parking space for every 2.5 seats based upon rated design capacity

<b><i>Education Uses</i></b>	<b><i>Minimum Spaces Required</i></b>
Elementary or junior high school	1 off-street parking space for every employee
High school	1 off-street parking space for every employee, plus 1 off-street parking space for every 5 students based on rated design capacity
College or university	1 off-street parking space for every 2 employees, plus 1 off-street parking space for every 5 students based on rated design capacity
Day care centers or nursery schools	2 off-street parking spaces per 1,000 square feet of gross floor area

<b><i>Manufacturing Uses</i></b>	2 off-street parking spaces per 1,000 square feet of gross floor area
	OR
	1 off-street parking space per employee based on the maximum number of employees during any one work shift

<b><i>Institutional Uses</i></b>	<b><i>Minimum Spaces Required</i></b>
Airport, heliport, landing field or landing strip, bus terminal, railroad passenger station, freight terminal, taxicab service, office or station, or any other public transportation terminal facilities	As stipulated per special use permit, using requirements of similar uses as a design guideline

Cemeteries, crematories or mausoleums	As stipulated per special use permit, using requirements of similar uses as a design guideline
Electric substations	1 off-street parking space per employee based on the maximum number of employees during any one work shift
Fire stations	As stipulated per special use permit, using requirements of similar uses as a design guideline
Golf courses, public or private	50 off-street parking spaces per 9 holes plus 1 off-street parking space per employee based on the maximum number of employees during any one work shift
Hospital, sanitarium, or skilled nursing unit, public or private	1.5 off-street parking spaces per 1,000 square feet of gross floor area
	OR
	1 off-street parking space per employee based on the maximum number of employees during any one work shift, plus 1 off-street parking space per each 2 hospital beds, plus 1 off-street parking space per doctor
Penal or correctional institutions	1 off-street parking space per employee based on the maximum number of employees during any one work shift, plus 1 off-street parking space per 4 occupants based on rated design capacity
Police stations	As stipulated per special use permit, using requirements of similar uses as a design guideline
Public or private park or playground	1 off-street parking space per 5,000 square feet of grass land area
Public utility facilities, for example, filtration plant, water reservoir or pumping station, heat or power plant, transformer station and other similar facilities	1 off-street parking space per employee based on the maximum number of employees during any one work shift

<b><i>Mercantile Uses</i></b>	<b><i>Minimum Spaces Required</i></b>
Any commercial retail or wholesale trade establishment	5 off-street parking spaces per 1,000 square feet of gross floor area

<b><i>Residential Uses</i></b>	<b><i>Minimum Spaces Required</i></b>
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One-family dwelling	2 off-street parking spaces for each family dwelling unit
Two-family dwelling	2 off-street parking spaces for each family dwelling unit
Multiple-family dwelling	2 off-street parking spaces for each family dwelling unit
One-family row dwellings (party wall type) with not more than six dwelling units in a building	2 off-street parking spaces for each family dwelling unit
Apartments	2 off-street parking spaces for each family dwelling unit
Boarding and lodging house	One parking space for each sleeping room, plus one additional space for the owner or manager of, if resident on the premises
Dormitory	One parking space for each sleeping room or suite, plus one additional space for the owner or manager on the premises, plus one additional space per employee based upon the maximum number of persons to be employed during any one work shift
Elderly congregate housing, independent and semi-independent	.5 off-street parking spaces per resident, based on rated design capacity, plus 1 off-street parking space per employee based on the maximum number of employees during any one work shift
Federal, state or county housing projects meeting state and federal standards shall be permitted in the R-6 Federal, State Housing District. The housing project must be approved and sponsored by the state, federal or county housing authority	2 off-street parking spaces for each family dwelling unit

<b><i>Residential Uses</i></b>	<b><i>Minimum Spaces Required</i></b>
Hotel	One parking space for each sleeping room or suite, plus one additional space per employee based upon the maximum number of persons to be employed during any one work shift, plus additional spaces as shall be necessary because of any supplementary parking generative activities such as bars, ballrooms, conference rooms, dining rooms, nightclub facilities, and the like. Said additional spaces to be calculated as if the floor area devoted to the supplementary activity were a separate use.

Motel	One parking space for each sleeping room or suite, plus one additional space for the owner or manager on the premises, plus one additional space per employee based upon the maximum number of persons to be employed during any one work shift
Nursing homes and rest homes	.25 off-street parking spaces per resident, based on rated design capacity, plus 1 off-street parking space per employee based on the maximum number of employees during any one work shift
Sheltered care or board and care facility	.5 off-street parking spaces per resident, based on rated design capacity, plus 1 off-street parking space per employee based on the maximum number of employees during any one work shift, plus 2 off-street parking spaces for each family dwelling unit on the premises
Tourist homes having not more than five rooms for transient guests	1 off-street parking space per sleeping room, plus 1 off-street parking space per employee based on the maximum number of employees during any one work shift, plus 2 off-street parking spaces for each family dwelling unit

<i><b>Storage Uses</b></i>	<i><b>Minimum Spaces Required</b></i>
Automobile, truck, trailer, tractor, or bus storage yard, operable vehicles only	1 off-street parking space per employee based on the maximum number of employees during any one work shift, minimum of 4 spaces
Bus lines shops and garages, carting, express hauling or storage yards, or truck terminal	1 off-street parking space per employee based on the maximum number of employees during any one work shift, minimum of 4 spaces
Garages, public, for storage of private passenger vehicles under 1 ½ ton capacity	1 off-street parking space per employee based on the maximum number of employees during any one work shift

<i><b>Storage Uses</b></i>	<i><b>Minimum Spaces Required</b></i>
Warehouse	1 off-street parking space per 1,000 square feet of gross floor area
Multiple-unit personal property storage warehouse (mini-storage)	1 off-street parking space per 1,000 square feet of gross floor area

<i><b>Miscellaneous Uses</b></i>	<i><b>Minimum Spaces Required</b></i>
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Planned developments, business, industrial or residential	As stipulated per special use permit, using requirements of similar uses as a design guideline
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('71 Code, § 11-18-6) (Ord. 1413, passed 9-13-60; Am. Ord. 3297, passed 2-13-01) Penalty, see § 155.999

### **§ 155.126 OFF-STREET LOADING AND UNLOADING FACILITIES.**

In all districts where property uses include the loading and unloading of materials or merchandise from vehicles, off-street loading and unloading facilities shall be provided per the following requirements:

(A) For hotels or apartment hotels wherein there are contained exhibition halls, convention halls, auditoriums, office facilities or retail shops: One off-street loading and unloading space for the first 40,000 square feet of gross floor area, plus one additional off-street loading space for each 150,000 square feet of gross floor area or fraction thereof of gross floor area in excess of 40,000 square feet.

(B) For hospitals or sanitariums containing 40,000 to 100,000 square feet of gross floor area: One off- street loading and unloading space, plus one additional such space for each additional 100,000 square feet of gross floor area or fraction thereof in excess of 100,000 square feet.

(C) For buildings containing bowling alleys, taverns, restaurants, or any retail shops and having 10,000 to 100,000 square feet of gross floor area: One off-street loading and unloading space, plus one additional such space for each additional 100,000 square feet of gross floor area or fraction thereof in excess of 100,000 square feet.

(D) For banks, business or professional offices or public administration buildings containing 40,000 to 100,000 square feet of gross floor area, one off-street loading and unloading space, plus one additional such space for each additional 100,000 square feet of gross floor area or fraction thereof in excess of 100,000 square feet.

(E) For buildings containing furniture and appliance stores, motor vehicles sales, wholesale stores, household equipment or machinery sales and having 8,000 to 25,000 square feet of gross floor area, one off-street loading and unloading space, plus one additional space for each additional 25,000 square feet of gross floor area or fraction thereof in excess of 25,000 square feet.

(F) For buildings containing manufacturing uses; research and testing laboratories; laundry and dry cleaning establishments; printing, binding, publishing and issuing of newspapers, periodicals, books, and other reading matter; warehouses and storage facilities; engraving shops; assembly of materials and products; processing and distribution of materials and products; and other similar uses having more than 10,000 square feet of gross floor area, exclusive of basement area, and less than 40,000 square feet of gross floor area, one off-street loading and unloading space, plus one



additional such space for each additional 60,000 square feet of gross floor area in excess of 40,000 square feet.

('71 Code, § 11-18-7) (Ord. 1413, passed 9-13-60) Penalty, see § 155.999

## **SIGNS**

### **~~§ 155.140 PERMITTED SIGNS IN RESIDENCE DISTRICTS.~~**

~~In all Residence Districts, the following classes of signs are permitted per the regulations set forth hereinafter:~~

~~(A) Nonflashing, nonilluminated accessory business signs, as follows:~~

~~(1) Nameplates and identification signs, subject to the following:~~

~~(a) For one- and two-family dwellings, there shall be not more than one nameplate, not exceeding one square foot in area, for each dwelling unit, indicating the name or address of the occupant or a permitted occupation.~~

~~(b) For multiple-family dwellings, for apartment hotels, and for buildings other than dwellings, a single identification sign not exceeding 32 square feet in area and indicating only the name and address of the building and the name of the management thereof may be displayed.~~

~~(c) Height. No sign shall project higher than one story, or 20 feet above the curb level, whichever is lower.~~

~~(2) "For Sale," "To Rent" Signs, subject to the following:~~

~~(a) There shall be not more than one such sign per lot except that on a corner lot, two signs, one facing each street, shall be permitted. No sign shall exceed eight square feet in area nor be closer than eight feet to any other zoning lot.~~

~~(b) Projection. No sign shall project beyond the property line into the public way.~~

~~(c) Height. No sign shall project higher than one story or 20 feet above curb level, whichever is lower.~~

~~(3) Signs accessory to parking areas, subject to the following:~~

~~(a) Signs designating entrances or exits to or from a parking area and limited to one sign for each such exit or entrance and to a maximum size of three square feet each shall be permitted. One sign per parking area designating the conditions of use or identity of such parking area and limited to a maximum size of eight square feet shall be permitted, provided that on a corner lot two such signs, one facing each street, shall be permitted.~~

~~(b) Height. No sign shall project higher than seven feet above curb level.~~

~~—(B) Nonflashing, accessory business signs, as follows: Church bulletins, subject to the following:~~

~~—(1) There shall be not more than one sign per lot except that on a corner lot, two signs, one facing each street, shall be permitted. No sign shall exceed 18 square feet in area nor be closer than eight feet to any other zoning lot.~~

~~—(2) Projection. No sign shall project beyond the property line into the public way.~~

~~—(3) Height. No sign shall project higher than one story or 20 feet above the curb level, whichever is lower.~~

~~(‘71 Code, § 11-19-1) (Ord. 1413, passed 9-13-60; Am. Ord. 3880, passed 4-10-17) Penalty, see § 155.999~~

~~Cross-reference:~~

~~—Regulations concerning signs and billboards, see Chapter 153~~

#### ~~§ 155.141 PERMITTED SIGNS IN BUSINESS DISTRICT.~~

~~—(A) Permitted signs in B-1 Districts. In the B-1 Districts, business signs are permitted, subject to the following:~~

~~—(1) All signs and nameplates permitted in the R-1 to R-5 Districts, inclusive.~~

~~—(2) The gross area in square feet of all signs on a zoning lot shall not exceed three times the lineal feet of frontage of such zoning lot. The gross area of all flashing signs shall not exceed two times the lineal frontage of such lot.~~

~~—(3) Location. The sign or signs shall front the principal street, a parking area, or in the case of a corner building, on that portion of the side street wall within 50 feet of the principal street.~~

~~—(4) Projection. No sign shall project more than two inches across the property line into the public way, except as provided for awnings, marquees and canopies in this subchapter.~~

~~—(5) Height. No sign shall project higher than 30 feet above curb level.~~

~~—(B) Permitted signs in B-2, B-3, and B-4 Districts. In the B-2, B-3, and B-4 Districts, inclusive, business and advertising signs are permitted, subject to the following:~~

~~—(1) All signs and nameplates permitted in the B-1 Districts.~~

~~—(2) The gross area in square feet of all signs on a zoning lot shall not exceed three times the lineal feet of frontage of such zoning lot, provided that the gross area of flashing signs shall not exceed two times the lineal feet of frontage of such lot.~~

~~—(3) Location. The sign or signs shall front the principal street, parking area, or in the case of a corner building, on that portion of the side street wall within 50 feet of the principal street.~~

~~—(4) Projection.~~

~~—(a) Signs suspended from any building shall not project more than 72 inches beyond the building line and the bottom of such sign shall not be less than eight feet above the finished grade of the sidewalk.~~

~~—(b) Any sign projecting or suspended from a building shall not exceed 12 feet in height and its location and arrangement shall be subject to approval by the Health, Building and Zoning Officer.~~

~~—(5) Height. No sign shall project higher than 30 feet above curb level.~~

~~('71 Code, § 11-19-2) (Ord. 1413, passed 9-13-60; Am. Ord. 1427, passed 12-11-61; Am. Ord. 2965, passed 3-13-95; Am. Ord. 3959, passed 5-13-19) Penalty, see § 155.999~~

*Cross-reference:*

~~—Regulations concerning signs and billboard, see Chapter 153~~

#### ~~§ 155.142 PERMITTED SIGNS IN MANUFACTURING DISTRICTS.~~

~~—(A) Permitted Signs, M-1 Districts. In the M-1 Districts, the regulations governing signs in the B-2 Districts shall apply.~~

~~—(B) Billboards and poster panels having a sign area not exceeding 300 square feet, provided the location of their sites and the limitations of the time of their use and all other terms and conditions thereof are first approved as provided in this subchapter.~~

~~('71 Code, § 11-19-3) (Ord. 1413, passed 9-13-60) Penalty, see § 155.999~~

*Cross-reference:*

~~—Regulations concerning signs and billboards, see Chapter 153~~

#### ~~§ 155.143 SIGNS ON MARQUEES, CANOPIES AND AWNINGS.~~

~~—(A) Restrictions imposed by this subchapter on the projection of signs across property lines into the public way shall not apply, except in Residence Districts, to signs located on a marquee or canopy shall be affixed flat to the surface thereof, and further, that no such sign shall extend vertically or horizontally beyond the limits of said marquee or canopy, except that individual, free-standing letters may project to a height not exceeding 24 inches above same.~~

~~—(B) Restrictions imposed by this subchapter on the projection of signs across property lines into the public way shall not apply except in Residence Districts, to signs located on awnings, provided that any sign located on an awning shall be~~

~~affixed flat to the surface thereof, shall be nonilluminated and nonflashing, and shall indicate only the name and address of the establishment on the premises. Further, no such sign shall exceed vertically or horizontally beyond the limits of said awning.~~

~~('71 Code, § 11-19-4) (Ord. 1413, passed 9-13-60) Penalty, see § 155.999~~

#### ~~§ 155.144 SIGNS ON PYLONS, STANDARDS, CLOCKS AND SUPPORTS.~~

~~—Signs, clocks or other advertising devices erected upon standard separate supports shall be placed so as to be entirely within the property lines of the premises upon which it is located, and no part of the sign or standard shall have a total height greater than 20 feet above the level of the street upon which the sign faces or above the adjoining ground level if such ground level is above the street level, nor shall the surface of any such sign exceed an area of 100 square feet.~~

~~('71 Code, § 11-19-5) (Ord. 1413, passed 9-13-60) Penalty, see § 155.999~~

#### ~~§ 155.145 SIGNS ON MASONRY PYLONS.~~

~~—Signs may be placed on the face of a masonry pylon when the pylon is constructed as an integral part of the building and such pylon does not project above the roof line more than 12 feet and the type, design, and construction of the pylon complies with all of the requirements of this chapter and the building code.~~

~~('71 Code, § 11-19-6) (Ord. 1413, passed 9-13-60) Penalty, see § 155.999~~

### **SPECIAL USES**

#### **§ 155.155 PURPOSE.**

The principal objective of the zoning code is to provide for an orderly arrangement of compatible buildings and land uses, and for the proper location of all types of uses required for the social and economic welfare of the city. To accomplish this objective, each type and kind of use is classified as permitted in one or more of the various districts established by this chapter. However, in addition to those uses specifically classified and permitted in each district, there are certain additional uses which it may be necessary to allow because of their unusual characteristics or the service they provide the public. These special uses require particular consideration as to their proper location in relation to adjacent established or intended uses, or to the planned development of the community. The conditions controlling the location and operation of such special uses are established by the following provisions of this subchapter.

('71 Code, § 11-22-1) (Ord. 1413, passed 9-13-60)

#### **§ 155.156 CONDITIONS OF APPROVAL.**

The City Plan Commission may recommend, and the City Council may impose, such restrictions upon the height, bulk, and area of occupancy of any structure so approved

for special use as may be reasonable under the particular circumstances, provided that such restrictions and stipulations shall not be more restrictive than the requirements established for the district in which such structure is proposed to be located, or as may be required in any municipal code. Off-street parking facilities as well as off-street loading and unloading spaces may also be stipulated in the order permitting to special use.

('71 Code, § 11-22-2) (Ord. 1413, passed 9-13-60)

### **§ 155.157 PROCEDURE IN CONSIDERING APPLICATIONS FOR SPECIAL USES.**

The procedure to be followed in considering application for special uses shall be as follows:

(A) Application. An application verified by the owner or authorized agent of the owner of the property involved, shall be filed with the City Clerk for the attention of the Plan Commission upon a form prescribed therefor, which shall contain or be accompanied by all required information.

(1) Applicants for a Special Use Permit shall file a written application on a form supplied by the ~~HBZ Office~~ the Building Official which shall be signed by the property owner or his or her authorized representative and (if different) the applicant, under penalty of perjury. If an authorized representative is involved for the owner or applicant, the authorized representative shall provide a notarized sworn affidavit from the owner or applicant attesting to the authorized representative's standing. Said form shall be accompanied by a nonrefundable fee which shall be set from time to time by resolution of the City Council.

(2) Contents of application. The application shall at a minimum provide the following information:

(a) The name(s) and mailing addresses of the property owner(s) and proposed business operators;

(b) The property location, including assessor's parcel number, and legal description of said property;

(c) The name and nature of the business and activities to be conducted on the property;

(d) The proposed hours of operation, if applicable;

(e) A detailed site plan drawn to scale and dimensioned including:

1. All buildings and structures, existing or proposed, on the site.
2. Traffic access and circulation at the site.
3. Parking and loading areas.

4. Utility services such as water, sanitary sewer, electricity, natural gas, phone, cable, and storm sewers.

5. Setbacks and spaces between buildings.

6. Walls, fences, and landscaping and their location, height, and materials.

7. Sign types, locations and sizes.

8. Location and design of exterior lighting sources.

9. Trash and recycling facilities;

(f) A detailed floor plan of any existing or proposed buildings or structures drawn proportionally and showing dimensions of the uses within each room and the location of all walls and partitions including their height and material of construction;

(g) The location of all doors and windows, including sizes, materials and coverings if any;

(h) A written description of the proposed use that includes pertinent information concerning the proposed use. This written description must also explain the need for the proposed use at the petitioned site. This written description must also include a description of how the request satisfies the review standards found in subsection (C) below.

(i) All other information required to provide an explanation as to how the proposed project will comply with the requirements of this chapter and such other information as the ~~HBZ Officer~~ Building Official shall deem appropriate.

(B) Public hearing. Upon receipt of such verified application, the Clerk shall notify the Chairperson of the Plan Commission, or in his absence the Vice Chairperson, who shall give notice of a public hearing in the same manner as provided for hearings on the reclassification of property as contained in § 155.207. A record of pertinent information presented at the public hearing shall be made and maintained by the Plan Commission as part of the permanent record relative to the application.

(C) Determination. The Plan Commission shall then make its findings and recommendations to the Council within 30 days following the date of public hearing on each application. The Council may then authorize a special use as defined herein by specific ordinance, provided the evidence presented is such as to establish beyond reasonable doubt:

(1) That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community;

(2) That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or injurious to property values or improvements in the vicinity, and

(3) That the proposed use will comply with the regulations and conditions specified in this chapter for such use, and with the stipulations and conditions made a part of the authorization granted by the Council.

('71 Code, § 11-22-3) (Ord. 1413, passed 9-13-60; Am. Ord. 3201, passed 3-8-99)

## **PLANNED DEVELOPMENTS**

### **§ 155.170 CHARACTER OF DEVELOPMENTS; ADDITIONAL STANDARDS AND EXCEPTIONS REQUIRED.**

Planned developments, as defined in § 155.003 are of such substantially different character from other special uses that specific and additional standards and exceptions are hereby set out to govern the recommendations of the Plan Commission and the action of the Council.

('71 Code, § 11-23-1) (Ord. 1413, passed 9-13-60)

### **§ 155.171 USE EXCEPTIONS.**

In the case of residential, business, or manufacturing planned developments, the Plan Commission may recommend and the City Council may authorize that there be in part of the area of such development and for the duration of such development specified uses not permitted by the use regulations of the district in which said development is located, provided the Plan Commission shall find:

(A) That the uses permitted by such exception are necessary or desirable and are appropriate with respect to the primary purpose of the development;

(B) That the uses permitted by such exception are not of such a nature or so located as to exercise a detrimental influence on the surrounding neighborhood;

(C) That not more than 20% of the ground area or of the gross floor area of such development shall be devoted to the uses permitted by said exception; and

(D) That in a manufacturing planned development, such additional uses allowed by exception shall conform with the performance standards of the district in which the development is located.

('71 Code, § 11-23-2) (Ord. 1413, passed 9-13-60) Penalty, see § 155.999

### **§ 155.172 BULK REGULATIONS.**

In case of any planned development, the Plan Commission may recommend and the City Council may authorize exceptions to the applicable bulk regulations of this chapter within the boundaries of such development, provided that the Plan Commission shall find:

(A) That such exception shall be solely for the purpose of promoting an integrated site plan no less beneficial to the residents or occupants of such development as well as of neighboring properties than would obtain under the bulk regulations of this chapter for buildings developed on separate zoning lots;

(B) That the overall bulk of buildings of the development shall not exceed that prescribed in this chapter for the district in which it is located;

(C) That the minimum lot area per dwelling unit requirements of this chapter shall be adhered to in any such development containing residential uses, and that there shall be available to each residential building and immediately adjacent thereto (including the land area upon which it is erected), the minimum amount of land area required for such building under the lot area per dwelling unit provisions of this chapter;

(D) That spacing between principal buildings shall be at least equivalent to such spacing as would be required between buildings similarly developed under the terms of this chapter on separate zoning lots, due consideration being given to the openness normally afforded by the intervening streets and alleys; and

(E) That along the periphery of such planned developments, yards shall be provided as required by the regulations of the district in which said development is located.

('71 Code, § 11-23-3) (Ord. 1413, passed 9-13-60)

## **FLOOD HAZARD AREAS**

### **§ 155.185 PURPOSE.**

This subchapter is enacted pursuant to the police powers granted to this city by ILCS Ch. 65, Act 5, §§ 1-2-1, 11-12-12, 11-30-2, 11-30-8, and 11-31-2 in order to accomplish the following purposes:

(A) To prevent unwise developments from increasing flood or drainage hazards to others;

(B) To protect new buildings and major improvements to buildings from flood damage;

(C) To promote and protect the public health, safety and general welfare of the citizens from the hazards of flooding;

(D) To lessen the burden on the taxpayer for flood control projects, repairs to public facilities and utilities, and flood rescue and relief operations;

(E) To maintain property values and a stable tax base by minimizing the potential for creating blight areas;

(F) To make federally subdivided flood insurance available; and

(G) To preserve the natural characteristics and functions of watercourses and floodplains in order to moderate flood and stormwater impacts, improve water quality, reduce soil erosion, protect aquatic and riparian habitat, provide recreational opportunities, provide aesthetic benefits and enhance community and economic development.

('71 Code, § 11-25-1) (Ord. 1413, passed 9-13-60; Am. Ord. 2538, passed 10-29-85; Am. Ord. 3666, passed 1-11-11)



## § 155.186 DEFINITIONS.

For the purpose of this subchapter the following definitions are adopted.

**BASE FLOOD.** The flood having a 1% probability of being equaled or exceeded in any given year. The base flood is also known as the 100 year flood. The base flood elevation at any location is as defined in § 155.188.

**BASE FLOOD ELEVATION (BFE).** The elevation in relation to mean sea level of the crest of the base flood.

**BASEMENT.** That portion of a building having its floor sub-grade (below ground level) on all sides.

**BUILDING.** A walled and roofed structure, including gas or liquid storage tank, that is principally above ground, including manufactured homes, prefabricated buildings and gas or liquid storage tanks. The term also includes recreational vehicles and travel trailers installed on a site for more than 180 days per year.

**CRITICAL FACILITY.** Any facility which is critical to the health and welfare of the population and, if flooded, would create an added dimension to the disaster. Damage to these critical facilities can impact the delivery of vital services, can cause greater damage to other sectors of the community, or can put special populations at risk. Examples of critical facilities where flood protection should be required include: emergency services facilities (such as fire and police stations), schools, hospitals, retirement homes and senior care facilities, major roads and bridges, critical utility sites (telephone switching stations or electrical transformers, and hazardous material storage facilities (chemicals, petrochemicals, hazardous or toxic substances).

**DEVELOPMENT.** Any man-made change to real estate, including, but not necessarily limited to:

- (1) Demolition, construction, reconstruction, repair, placement of a building, or any structural alteration to a building;
- (2) Substantial improvement of an existing building;
- (3) Installation of a manufactured home on a site, preparing a site for a manufactured home, or installing a travel trailer on a site for more than 180 days per year;
- (4) Installation of utilities, construction of roads, bridges, culverts or similar projects;
- (5) Construction or erection of levees, dam walls or fences;
- (6) Drilling, mining, filling, dredging, grading, excavating, paving or other alterations of the ground surface;
- (7) Storage of materials including the placement of gas and liquid storage tanks, and channel modifications or any other activity that might change the direction, height,

or velocity of flood or surface waters; or **DEVELOPMENT** does not include routine maintenance of existing buildings and facilities, resurfacing roads, or gardening, plowing and similar practices that do not involve filling, grading or construction of levees.

**EXISTING MANUFACTURED HOME PARK OR SUBDIVISION.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed or buildings to be constructed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

**EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION.** The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

**FEMA.** Federal Emergency Management Agency.

**FLOOD.** A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow, the unusual and rapid accumulation, or the runoff of surface waters from any source.

**FLOOD FRINGE.** That portion of the floodplain outside of the regulatory floodway.

**FLOOD INSURANCE RATE MAP.** A map prepared by the Federal Emergency Management Agency that depicts the floodplain or special flood hazard area (SFHA) within a community. This map includes insurance rate zones and may or may not depict floodways and show base flood elevations.

**FLOOD INSURANCE STUDY.** An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

**FLOODPLAIN AND SPECIAL FLOOD HAZARD AREA (SFHA).** These two terms are synonymous. Those lands within the jurisdiction of the city, the extraterritorial jurisdiction of the city, or that may be annexed into the city, that are subject to inundation by the base flood. The floodplains of the city are generally identified as such on panel numbers 17073C0400E, 1707C0395E, 17073C0530E, and 17073C0535E, of the countywide Flood Insurance Rate Map of Henry County prepared by the Federal Emergency Management Agency and dated June 2, 2011. **FLOODPLAIN** also includes those areas of known flooding as identified by the community. The floodplains of those parts of unincorporated Henry County that are within the extraterritorial jurisdiction of the city or that may be annexed into the city are generally identified as such on the Flood Insurance Rate Map prepared for Henry County by the Federal Emergency Management Agency and dated June 2, 2011.

**FLOODPROOFING.** Any combination of structural or nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate, property and their contents.

**FLOODPROOFING CERTIFICATE.** A form published by the Federal Emergency Management Agency that is used to certify that a building has been designed and constructed to be structurally dry flood proofed to the flood protection elevation.

**FLOOD PROTECTION ELEVATION (PFE).** The elevation of the base flood plus one foot of freeboard at any given location in the floodplain.

**FLOODWAY.** That portion of the floodplain required to store and convey the base flood. The floodway for the floodplains of the city shall be as delineated on the countywide Flood Insurance Rate Map of Henry County prepared by FEMA and dated June 2, 2011. The floodways for each of the remaining floodplains of the city shall be according to the best data available from the federal, state or other sources.

**FREEBOARD.** An increment of elevation added to the base flood elevation to provide a factor of safety for uncertainties in calculations, future watershed development, unknown localized conditions, wave actions and unpredictable effects such as those caused by ice or debris jams.

**HISTORIC STRUCTURE.** Any structure that is:

(1) Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register.

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district.

(3) Individually listed on the state inventory of historic places by the Illinois Historic Preservation Agency.

(4) Individually listed on a local inventory of historic places that has been certified by the Illinois Historic Preservation Agency.

**IDNR/OWR.** Illinois Department of Natural resources/Office of Water Resources.

**LOWEST FLOOR.** The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor. Provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of § 155.191.

**MANUFACTURED HOME.** A structure transportable in one or more sections, that is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities.

**MANUFACTURED HOME PARK OR SUBDIVISION.** A parcel (or contiguous parcels) of land divided into two or more lots for rent or sale.

**NEW CONSTRUCTION.** Structures for which the start of construction commenced or after the effective date of floodplain management regulations adopted by a community and includes any subsequent improvements of such structures.

**NEW MANUFACTURED HOME PARK OR SUBDIVISION.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed or buildings to be constructed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the floodplain management regulations adopted by a community.

**NFIP.** National Flood Insurance Program.

**RECREATIONAL VEHICLE OR TRAVEL TRAILER.** A vehicle which is:

- (1) Built on a single chassis;
- (2) Four hundred square feet or less in size;
- (3) Designed to be self-propelled or permanently towable by a light duty truck and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

**REPETITIVE LOSS.** Flood related damages sustained by a structure on two separate occasions during a ten year period for which the cost of repairs at the time of each flood event on the average equals or exceeds 25% of the market value of the structure before the damage occurred.

**SFHA** or **SPECIAL FLOOD HAZARD AREAS.** See definition of **FLOODPLAIN**.

**START OF CONSTRUCTION.** Includes substantial improvement and means the date the building permit was issued. This, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement or other improvement, was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation or placement of a manufactured home on a foundation. For a substantial improvement, actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building whether or not that alteration affects the external dimensions of the building.

**STRUCTURE.** See **BUILDING**.

**SUBSTANTIAL DAMAGE.** Damage of any origin sustained by a structure whereby the cumulative percentage of damage figured cumulatively during a ten-year period, equals or exceeds 50% of the market value of the structure before the damage occurred regardless of actual repair work performed. Volunteer labor and materials must be included in this determination. The term includes **REPETITIVE LOSS** buildings (see definition).

**SUBSTANTIAL IMPROVEMENT.** Any reconstruction, rehabilitation, addition or improvement of a structure figured cumulatively during a ten-year period, in which the cumulative percentage of improvements: equals or exceeds 50% of the market value of the structure before the improvement or repair is started; or increases the floor area by more than 20%. **SUBSTANTIAL IMPROVEMENT** is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work done. The term does not include:

(1) Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or

(2) Any alteration of a structure listed on the National Register of Historic Places or the Illinois Register of Historic Places.

**VIOLATION.** The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the required federal, state, and/or local permits and elevation certification is presumed to be in violation until such time as the documentation is provided.

('71 Code, § 11-25-2) (Ord. 1413, passed 9-13-60; Am. Ord. 2538, passed 10-29-85; Am. Ord. 3666, passed 1-11-11)

#### **§ 155.187 DUTIES OF HEALTH, BUILDING AND ZONING OFFICER BUILDING OFFICIAL.**

The ~~Health, Building and Zoning Officer~~ Building Official shall be responsible for the general administration and enforcement of this subchapter, and ensure that all development activities within the floodplains under the jurisdiction of the city meet the requirements of this subchapter. Specifically, the ~~Health, Building and Zoning Officer~~ Building Official shall:

- (A) Process development permits in accordance with § 155.189;
- (B) Ensure that all development in a floodway (or a floodplain with no delineated floodway) meets the damage prevention requirements of § 155.190;
- (C) Ensure that building protection requirements for all buildings subject to § 155.191 are met and maintain a record of the "as-built" elevation of the lowest floor (including basement) or floodproofed certificate;
- (D) Assure that all subdivision and annexations meet the requirements of § 155.192;
- (E) Ensure that water supply and waste disposal systems meet the public health standards of § 155.193;
- (F) If a variance is requested, ensure that the requirements of § 155.193 are met and maintain documentation if any variances granted;

(G) Inspect all development projects and take any and all penalty actions outlined in § 155.999 as a necessary to ensure compliance with this subchapter;

(H) Assure that applicants are aware of and obtain any and all other required local, state and federal permits;

(I) Notify IDNR/OWR and any neighboring communities prior to any alteration or relocation of a watercourse;

(J) Provide information and assistance to citizens upon request about permit procedures and floodplain construction techniques;

(K) Cooperate with state and federal floodplain management agencies to coordinate base flood data and to improve the administration of this subchapter;

(L) Maintain for public inspection base flood data, floodplain maps, copies of state and federal permits, and documentation of compliance for development activities subject to this subchapter;

(M) Perform site inspections to ensure compliance with this subchapter and make substantial damage determinations for structures within the floodplain; and

(N) Maintain the accuracy of floodplain maps including notifying IDNR/OWR and/or submitting information to FEMA within six months whenever a modification of the floodplain may change the base flood elevation or result in a change to the floodplain map.

('71 Code, § 11-25-3) (Ord. 1413, passed 9-13-60; Am. Ord. 2538, passed 10-29-85; Am. Ord. 3666, passed 1-11-11) Penalty, see § 155.999

### **§ 155.188 BASE FLOOD ELEVATION.**

This subchapter's protection standard is the base flood. The best available base flood data are listed below. Whenever a party disagrees with the best available data, the party shall finance the detailed engineering study needed to replace existing data with better data and submit it to the FEMA and IDNR/OWR for approval prior to any development of the site.

(A) The base flood elevation for the floodplains of Prospect Street Creek and Mill Street Creek shall be as delineated on the 100 year flood profiles in the Flood Insurance Study of Henry County prepared by the Federal Emergency Management Agency and dated June 2, 2011.

(B) The base flood elevation for each floodplain delineated as an "AH Zone" or "AO Zone" shall be that elevation (or depth) delineated on the county wide Flood Insurance Rate Map of Henry County.

(C) The base flood elevation for each of the remaining floodplains delineated as an "A Zone" on the countywide Flood Insurance Rate Map of Henry County shall be according to the best data available from federal, state or other sources. Should no

other data exist, an engineering study must be financed by the applicant to determine base flood elevations.

(D) The base flood elevation for the floodplains of those parts of unincorporated Henry County that are within the extraterritorial jurisdiction of the city, or that may be annexed into the city, shall be as delineated on the 100-year flood profiles in the Flood Insurance Study of Henry County prepared by the Federal Emergency Management Agency dated June 2, 2011.

('71 Code, § 11-25-4) (Ord. 1413, passed 9-13-60; Am. Ord. 2538, passed 10-29-85; Am. Ord. 3666, passed 1-11-11)

### **§ 155.189 DEVELOPMENT PERMIT REQUIRED.**

No person, firm, corporation or governmental body not exempted by state law shall commence any development in the floodplain without first obtaining a development permit from the ~~Health, Building and Zoning Officer~~ Building Official. The ~~Health, Building and Zoning Officer~~ Building Official shall not issue a development permit if the proposed development does not meet the requirements of this subchapter.

(A) The application for a development permit shall be accompanied by:

- (1) Drawings of the site, drawn to scale showing property line dimensions;
- (2) Existing grade elevations and all changes in grade resulting from excavation or filling;
- (3) The location and dimensions of all buildings and additions to buildings;
- (4) The elevation of the lowest floor (including basement) of all proposed buildings subject to the requirements of § 155.191; and
- (5) Cost of the project or improvements as estimated by a licensed engineer or architect. A signed estimate by a contractor may also meet this requirement..

(B) Upon receipt of an application for a development permit, the ~~Health, Building and Zoning Officer~~ Building Official shall compare the elevation of the site to the base flood elevation. Any development located on land that can be shown by survey date to be higher than the current base flood elevation and which has not been filled after the date of the site's first Flood Insurance Rate map is not in the floodplain and therefore not subject to the requirements of this subchapter. Conversely, any development located on land show to be below the base flood elevation and hydraulically connected, but not shown on the current Flood Insurance Rate Map, is subject to the provisions of this subchapter.

(C) The ~~Health, Building and Zoning Officer~~ Building Official shall maintain documentation of the existing ground elevation at the development site and certification that his ground elevation existed prior to the date of the site's first Flood Insurance Rate Map identification. The ~~Health, Building and Zoning Officer~~ Building Official shall be responsible for obtaining from the applicant copies of all other federal, state and local

permits, approvals or permit-not-required letters that may be required for this type of activity. The ~~Health, Building and Zoning Officer~~ Building Official shall not issue a permit unless all other required federal, state and local permits have been obtained.

('71 Code, § 11-25-5) (Ord. 1413, passed 9-13-60; Am. Ord. 2538, passed 10-29-85; Am. Ord. 3666, passed 1-11-11) Penalty, see § 155.999

### **§ 155.190 PREVENTING INCREASED FLOOD HEIGHTS AND RESULTING DAMAGES.**

Within any floodway identified on the countywide Flood Insurance Rate Map, and within all other floodplains where a floodway has not been delineated, the following standards shall apply:

(A) Except as provided in § 155.190(B) of this subchapter, no development shall be allowed which, acting in combination with existing and anticipated development will cause any increase in flood heights or velocities or threat to public health and safety. The following specific development activities shall be considered as meeting this requirement:

(1) Bridge and culvert crossings of streams in rural areas meeting the following conditions of the Illinois Department of Natural Resources, Office of Water Resources Statewide Permit Number 2:

(a) The crossing will not result in an increase in water surface profile elevation in excess of one foot;

(b) The crossing will not result in an increase in water surface profile elevation in excess of one-half-foot at a point 1,000 feet upstream of the proposed structure;

(c) There are no buildings in the area impacted by the increases in water surface profile;

(d) The proposed bridge or culvert crossing will not involve straightening, enlarging, or relocating the existing channel;

(e) The design must be certified by a licensed professional engineer in the State of Illinois and the designs must meet the conditions of an IDNR/OWR permit; and

(f) The design must be certified by a second licensed professional engineer.

(2) Barge fleeting facilities meeting the following conditions of IDNR/OWR Statewide Permit Number 3: the permit is only applicable when deadmen, pier cells, or other similar anchorage devices have been permitted by the U.S. Army Corps of Engineers.

(3) Aerial utility crossings meeting the following conditions of IDNR/OWR Statewide Permit Number 4:

(a) The utility line must be constructed above the existing 100-year flood elevation or attached to an existing bridge.



(b) A utility line attached to an existing bridge shall be constructed above the low cord elevation of the bridge.

(c) No supporting towers or poles shall be located in a river, lake or stream.

(d) Supporting towers including foundation and poles shall be designed and located so as to not cause an obstruction of flood flows by trapping debris.

(e) All disturbed areas shall be returned to pre-construction grades and re-vegetated.

(f) All Illinois Commerce Commission, National Electrical Safety Code, and federal requirements must be met.

(4) Minor boat docks meeting the following conditions of IDNR/OWR Statewide Permit Number 5:

(a) The boat dock must not extend more than 50 feet into a waterway and no more than 1/4 of the width of the waterway and shall not extend beyond the navigational limited established by the IDNR and Corps of Engineers.

(b) The width of the boat dock shall not be more than ten feet.

(c) For L-shaped or T-shaped docks, the length of that portion parallel to the shoreline must not exceed 50% of the landowner's shoreline frontage nor 50 feet.

(d) Docks must be aligned so as not to cross the projection of property lines into the waterway or come within ten feet of the projected property line.

(e) Dock posts must be marked by reflective devices.

(f) The boat dock must be securely anchored to prevent detachment during times of high wind or water.

(g) Metal drums or containers may not be used as buoyancy units unless they are filled with floatation foam. Containers which previously stored pesticides, herbicides, or any other toxic chemicals are not permissible.

(h) This permit does not authorize any other related construction activity such as shore protection or fill.

(i) Non-floating boat docks must be constructed in a manner which will minimize obstruction to flow.

(j) At any future date, the permittee must agree to make necessary modifications to the dock as determined by the IDNR or Corp of Engineers.

(5) Minor, non-obstructive activities meeting the following conditions of IDNR/OWR Statewide Permit Number 6:

(a) The following activities (not involving fill or positive change in grade) are covered by this permit:

1. The construction of underground utility lines, wells, or septic tanks riot grossing a lake or stream.
2. The construction of light poles, sign posts, and similar structures.
3. The construction of sidewalks, driveways, athletic fields (excluding fences), patios, and similar structures.
4. The construction of properly anchored, unwalled, open structures such as playground equipment pavilions, and carports.
5. The placement of properly anchored buildings not exceeding 70 square feet in size, nor ten square feet in any dimension. Only one such building on a property is authorized by this statewide permit.
6. The raising of existing buildings, provided no changes are made to the outside dimensions of the building and the placement of fill is not involved.

(6) Outfall structures and drainage ditch outlets meeting the following conditions of IDNR/OWR Statewide Permit Number 7:

(a) Any outfall structure, including any headwall or end-section, shall not extend riverward or lakeward of the existing adjacent natural bank slope or adjacent pank, protection.

(b) The velocity of the discharge shall not exceed die scour velocity of the channel soil, unless channel erosion would be prevented by the use of riprap or other design measures.

(c) Outlets from drainage ditches shall not be opened to a stream until the ditch is vegetated or otherwise stabilized to minimize stream sedimentation.

(d) Disturbance of streamside vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. All disturbed floodway areas, including the stream banks, shall be restored to their original contours and seeded or otherwise stabilized upon completion of construction.

(7) Underground pipeline and utility crossings meeting the conditions of IDNR/OWR Statewide Permit Number 8:

(a) In any and all cases, the crossing shall be placed beneath the bed of the river, lake or stream and, unless the crossing is encased in concrete or entrenched in bedrock, a minimum of three feet of cover shall be provided. The river, lake or stream bed shall be returned to its original condition.

(b) Disturbance of streamside vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. All disturbed floodway areas, including stream banks, shall be restored to their original contours and seeded or otherwise stabilized upon completion of construction.

(c) Any utility crossing carrying material which may cause water pollution, as defined by the Environmental Protection Act (ILCS Ch. 415, Act 5) shall be provided with shut-off valves on each side of the body of water to be crossed.

(d) If blasting is to be utilized in the construction of the crossing, the permittee shall notify the IDNR/OWR at least ten days prior to the blasting date to allow monitoring of any related fish kills.

(8) Bank stabilization projects meeting the conditions of IDNR/OWR Statewide Permit Number 9:

(a) Only the following materials may be utilized in urban areas: stone and concrete riprap, steel sheet piling, cellular blocks, fabric-formed concrete, gabion baskets, rock and wire mattresses, sand/cement filled bags, geotechnical fabric materials, natural vegetation and treated timber. Urban areas are defined as: areas of the state where residential, commercial, or industrial development currently exists or, based on land use plans or controls, is expected to occur within ten years. (The Department should be consulted if there is a question of whether or not an area is considered urban).

(b) In addition to the materials listed in division (A)(8)(a), other materials (such as tire revetments) may be utilized in rural areas provided all other conditions of this permit are met.

(c) The following materials shall not be used in any case: auto bodies, garbage or debris, scrap lumber, metal refuse, roofing materials, asphalt or other bituminous materials, or any material which would, cause water pollution as defined by the Environmental Protection Act (ILCS Ch. 415, Act 5).

(d) The affected length of shoreline, stream bank, or channel to be protected shall not exceed, either singularly or cumulatively, 1,000 feet.

(e) All material utilized shall be properly sized or anchored to resist anticipated, forces of current and wave action.

(f) Materials shall be placed in a way which would not cause erosion or the accumulation of debris on properties adjacent to or opposite the project.

(g) Materials shall not be placed higher than the existing top of the bank.

(h) Materials shall be placed so that the modified bank full-width and cross-sectional area of the channel will conform to or be no more restrictive than that of the natural channel upstream and downstream of the site.

For projects involving continuous placement of riprap along the bank, toe of the bank or other similar applications, in no case shall the cross-sectional area of the natural channel be reduced by more than 10% nor the volume of material placed exceed two cubic yards per lineal foot of the stream bank or shoreline. The bank may be graded to obtain a flatter slope and to lessen the quantity of material required.

(i) If broken concrete is used, all protruding materials such as reinforcing rods shall be cut flush with the surface of the concrete and removed from the construction, area.

(h) Disturbance of vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. All disturbed areas shall be seeded, or otherwise stabilized upon completion of construction.

(k) In the case of seawalls and gabion structures on lakes, the structure shall be constructed at or landward of the water line as determined by the normal pool elevation, unless:

1. It is constructed in alignment with an existing seawall(s) or gabion structure(s); and

2. The volume of material placed, including the structure, would not exceed two cubic yards per lineal foot.

(l) Excess material excavated during the construction of the bank or shoreline protection shall be placed in accordance with local, state, and federal laws and rules, shall not be placed in a floodway.

(9) Accessory structures and additions to existing residential buildings meeting the conditions of IDNR/OWR Statewide Permit Number 10:

(a) The accessory structure or building addition must comply with the requirements of the local floodplain ordinance.

(b) The principle structure to which the project is being added must have been in existence on the effective date of this permit (July 25, 1988).

(c) The accessory structure or addition must not exceed 500 square feet in size and must not deflect floodwaters onto another property.

(d) Must not involve the placement of any fill material.

(e) No construction shall be undertaken in or within 50 feet of the bank of the stream channel.

(f) The accessory structure or addition must be properly anchored to prevent its movement during flood conditions.

(g) Only one accessory structure, or addition to an existing structure shall be authorized by this permit: plans for any subsequent addition must be submitted to IDNR/OWR for review.

(h) Disturbances of vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. All disturbed floodway areas shall be seeded or otherwise stabilized upon completion of construction,

(10) Minor maintenance dredging activities meeting the following conditions of IDNR/OWR Statewide Permit Number 11:

(a) The affected length of the stream shall not either singularly or cumulatively exceed 1,000 feet.

(b) The project shall not include the construction of any new channel: all work must be confined to, the existing channel or to reestablishing flows in the natural stream channel.

(c) The cross-sectional area of the dredged channel shall conform to that of the natural channel upstream and down stream of the site.

(d) Dredged or spoil material shall not be disposed of in a wetland and shall be either:

1. Removed from the floodway;
2. Used to stabilize an existing bank provided no materials would be placed higher than the existing top of bank and provided the cross-sectional area of the natural channel would not be reduced by more than 10%, nor the volume of material placed exceed 2 cubic yards per lineal foot of streambank;
3. Used to fill an existing washed out or scoured floodplain area such that the average natural floodplain elevation is not increased;
4. Used to stabilize an existing levee provided the height of the levee would not be increased nor its alignment changed;
5. Placed in a disposal site previously approved by the Department in accordance with the conditions of the approval; or
6. Used for beach nourishment, provided the material meets all applicable water quality standards.

(e) Disturbance of streamside vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. All disturbed floodway areas, including the stream banks, shall be seeded or otherwise stabilized upon completion of construction.

(11) Bridge and culvert replacement structures and bridge widening meeting the following conditions of IDNR/OWR statewide Permit Number 12:

(a) A licensed professional engineer shall determine and document that the existing structure has not been the cause of demonstrable flood damage. Such documentation shall include, at a minimum, confirmation that:

1. No buildings or structures have been impacted by the backwater induced by the existing structure; and

2. There is no record of complaints of flood damages associated with the existing structure.

(b) A licensed professional engineer shall determine that the new structure will provide the same or greater effective waterway opening as the existing structure. For bridge widening projects the existing piers and the proposed pier extensions must be in line with the direction of the approaching flow upstream of the bridge.

(c) The project shall not include any appreciable raising of the approach roads. (This condition does not apply if all points on the approaches exist at an elevation equal to or higher than the 100-year frequency flood headwater elevation as determined by a FEMA flood insurance study completed or approved by IDNR/OWR).

(d) The project shall not involve the straightening, enlargement or relocation of the existing channel of the river or stream except as permitted by the Department's Statewide Permit Number 9 (Minor Shoreline, Channel and Streambank Protection Activities) or Statewide Permit Number 11 (Minor Maintenance Dredging Activities).

(e) The permittee shall maintain records of projects authorized by this permit necessary to document compliance with the above conditions.

(12) Temporary construction activities meeting the following conditions of IDNR/OWR statewide Permit Number 13:

(a) No temporary construction activity shall be commenced until the individual permittee determines that the permanent structure (if any) for which the work is being performed has received all required federal, state and local authorizations.

(b) The term "temporary" shall mean not more than one construction season. All temporary construction materials must be removed from the stream and floodway within one year of their placement and the area returned to the conditions existing prior to the beginning of construction. Any desired subsequent or repetitive material placement shall not occur without the review and approval of the IDNR/OWR.

(c) The temporary project shall be constructed such that it will not cause erosion or damage due to increases in water surface profiles to adjacent properties. For locations where there are structures in the upstream floodplain, the temporary project shall be constructed such that all water surface profile increases, due to the temporary project, are contained within the channel banks.

(d) This permit does not authorize the placement or construction of any solid embankment or wall such as a dam, roadway, levee, or dike across any channel or floodway.

(e) No temporary structure shall be placed within any river or stream channel until a licensed professional engineer determines and documents that the temporary structure will meet the requirements of Special Condition Number 3 of this statewide permit. Such documentation shall include, at a minimum, confirmation that no buildings or structures will be impacted by the backwater induced by the temporary structure.

(f) The permittee shall maintain records of projects authorized by this permit necessary to document compliance with the above condition.

(g) Disturbance of vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. All disturbed areas shall be seeded or otherwise stabilized upon completion of the removal of the temporary construction.

(h) Materials used for the project shall not cause water pollution as defined by the Environmental Protection Act (ILCS Ch. 415, Act 5).

(13) Any development determined by IDNR/OWR to be located entirely within a flood fringe area shall be exempt from state floodway permit requirements.

(B) Other development activities not listed in division (A) may be permitted only if:

(1) Permit has been issued for the work by IDNR/OWR (or written documentation is provided that an IDNR/OWR permit is not required); or

(2) Sufficient data has been provided to FEMA when necessary, and approval obtained from FEMA for a revision of the regulatory map and base flood elevation.

('71 Code, § 11-25-6) (Ord. 1413, passed 9-13-60; Am. Ord. 2538, passed 10-29-85; Am. Ord. 3666, passed 1-11-11) Penalty, see § 155.999

## **§ 155.191 PROTECTING BUILDINGS.**

(A) In addition to the damage prevention requirements of § 155.190, all buildings to be located in the special flood hazard area (SFHA) shall be protected from flood damage below the FPE. This building protection requirement applies to the following situations:

(1) Construction or placement of a new building or alteration or addition to an existing building valued at more than \$1,000 or 70 square feet;

(2) Substantial improvements or structural alterations made to an existing building that increase the floor area by more than 20%, or equal or exceed the market value by 50%. Alteration shall be figured cumulatively during a ten-year period. If substantially improved, the existing structure and the addition must meet the flood protection standards of this section.

(3) Repairs made to a damaged building. These repairs shall be figured cumulatively during a ten-year period. If substantially damaged, the entire structure must meet the flood protection standards of this section.

(4) Installing a manufactured home on a new site or a new manufactured home on an existing site. The building protection requirements do not apply to returning a manufactured home to the same site it lawfully occupied before it was removed to avoid flood damage.

(5) Installing a travel trailer or recreational vehicle on a site for more than 180 days per year.

(B) Residential or non-residential buildings can meet the building protection requirements by one of the following methods.

(1) The building may be constructed on permanent landfill in accordance with the following:

(a) The fill shall be placed in layers no greater than six inches before compaction and should extend at least ten feet beyond the foundation before sloping below the flood protection elevation.

(b) The lowest floor (including basement) shall be at or above the flood protection elevation.

(c) The fill shall be protected against erosion and scour during flooding by vegetative cover, rip-rap, or other structural measure.

(d) The fill shall be composed of rock or soil and not incorporated debris or refuse material, and shall not adversely affect the flow of surface drainage from or onto neighboring properties when necessary stormwater management techniques such as swales or basins shall be incorporated.

(2) The building may be elevated on solid walls in accordance with the following:

(a) The building or improvements shall be elevated on stilts, piles, walls, crawl space or other foundation that is permanently open to flood waters.

(b) The lowest floor and all electrical, heating, ventilating, plumbing and air conditioning equipment and utility meters shall be located at or above the flood protection elevation.

(c) If walls are used, all enclosed areas below the flood protection elevation shall address hydrostatic pressures by allowing the automatic entry and exit of flood waters. Designs must either be certified by a licensed professional engineer or by having a minimum of one permanent opening on each wall no more than one foot above grade with a minimum of two openings. The openings shall provide a total net area of not less than one square inch for every one square foot of enclosed area subject to flooding below the base flood elevation; and

(d) The foundation and supporting members shall be anchored, designed and certified so as to minimize exposure to hydrodynamic forces such as current, waves, ice and floating debris.

1. All structural components below the flood protection elevation shall be constructed of materials resistant to flood damage;

2. Water and sewer pipes, electrical and telephone lines, submersible pumps, and other service facilities may be located below the flood protection elevation provided they are waterproofed;



3. The area below the flood protection elevation shall be used solely for parking or building access and not later modified or occupied as habitable space; or

4. In lieu of the above criteria, the design methods to comply with these requirements may be certified by a licensed professional engineer or architect.

(3) The building may be constructed with a crawlspace located below the flood protection elevation provided that the following conditions are met:

(4) The building must be designed and adequately anchored to resist floatation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

(5) Any enclosed area below the flood protection elevation shall have openings that equalize hydrostatic pressures by allowing for the automatic entry and exit of floodwaters. A minimum of one opening on each wall having a total net area of not less than one square inch per one square foot of enclosed area. The openings shall be no more than one foot above grade.

(6) The interior grade of the crawlspace below the flood protection elevation must not be more than two feet below the lowest adjacent exterior grade.

(7) The interior height of the crawlspace measured from the interior grade of the crawlspace to the top of the foundations walls must not exceed four feet at any point.

(8) An adequate drainage system must be installed to remove floodwaters from the interior area of the crawlspace within a reasonable period of time after a flood event.

(9) Portions of the building below the flood protection elevation must be constructed with materials resistant to flood damage.

(10) Utility systems within the crawlspace must be elevated above the flood protection elevation.

(C) Non-residential buildings may be structurally dry floodproofed (in lieu of elevation) provided a licensed professional engineer or architect certifies that:

(1) Below the flood protection elevation the structure and attendant utility facilities are watertight and capable of resisting the effects of the base flood.

(2) The building design accounts for flood velocities, duration, rate or rise, hydrostatic and hydrodynamic forces, the effects of buoyancy, and the impact from debris and ice.

(3) Floodproofing measures will be incorporated into the building design and operable without human intervention and without an outside source of electricity.

(4) Levees, berms, floodwalls and similar works are not considered floodproofing for the purpose of this subsection.

(D) Manufactured homes or travel trailers to be permanently installed on site shall be:

(1) Elevated to or above the flood protection elevation in accordance with division (B); and

(2) Anchored to resist floatation, collapse, or lateral movement by being tied down in accordance with the rules and regulations for the Illinois Mobile Home Tie-Down Act issued pursuant to 77 Ill. Adm. Code § 870.

(E) Travel trailers and recreational vehicles on site for more than 180 days per year shall meet the elevation requirements of division (D) unless the following conditions are met:

(1) The vehicle must be either self-propelled or towable by a light duty truck.

(2) The hitch must remain on the vehicle at all times.

(3) The vehicle must not be attached to external structures such as decks and porches.

(4) The vehicle must be designed solely for recreation, camping, travel, or seasonal use rather than as a permanent dwelling.

(5) The vehicles largest horizontal projections must be no larger than 400 square feet.

(6) The vehicle's wheels must remain on axles and inflated.

(7) Air conditioning units must be attached to the frame so as to be safe for movement off the floodplain.

(8) Propane tanks as well as electrical and sewage connections must be quick-disconnect and above the 100-year flood elevation.

(9) The vehicle must be licensed and titled as a recreational vehicle or park model.

(10) Must either:

(a) Entirely be supported by jacks; or

(b) Have a hitch jack permanently mounted, have the tires touching the ground and be supported by blocks in a manner that will allow the blocks to be easily removed by use of the hitch jack.

(F) Garages, sheds or other minor accessory structures constructed ancillary to an existing residential use may be permitted provided the following conditions are met:

(1) The garage or shed must be non-habitable.

(2) The garage or shed must be used only for the storage of vehicles and tools and cannot be modified later into another use.

- (3) The garage or shed must be located outside of the floodway or have the appropriate state and/or federal permits.
  - (4) The garage or shed must be on a single-family lot and be accessory to an existing principle structure on the same lot.
  - (5) Below the base flood elevation, the garage or shed must be built of materials not susceptible to flood damages.
  - (6) All utilities, plumbing, heating, air conditioning and electrical must be elevated above the flood protection elevation.
  - (7) The garage or shed must have at least one permanent opening on each wall not more than one foot above grade with one square inch of opening for every on square foot of floor area.
  - (8) The garage or shed must be less than \$10,000 in market value or replacement cost whichever is greater or less than 500 square feet.
  - (9) The structure shall be anchored to resist floatation and overturning.
  - (10) All flammable or toxic materials (gasoline, paint, insecticides, fertilizers, and the like) shall be stored above the flood protection elevation.
  - (11) The lowest flood elevation should be documented and the owner advised of the flood insurance implications.
- ('71 Code, § 11-25-7) (Ord. 1413, passed 9-13-60; Am. Ord. 2538, passed 10-29-85; Am. Ord. 3666, passed 1-11-11) Penalty, see § 155.999

#### **§ 155.192 SUBDIVISION AND OTHER DEVELOPMENT REQUIREMENTS.**

The City Council shall take into account hazards, to the extent that they are known, in all official actions related to land management, use and development. New subdivisions, manufactured home parks, annexation agreements, planned unit developments (PUDs) and additions to manufactured home parks and subdivisions shall meet the requirements of §§ 155.190 and 155.191. Any proposal for such development shall included the following data:

- (A) The base flood elevation and the boundary of the floodplain, where the base flood elevation is not available from an existing study, the applicant shall be responsible for calculating the base flood elevation;
- (B) The boundary of the floodway when applicable; and
- (C) A signed statement by a registered professional engineer that the proposed plat or plan accounts for changes in the drainage of the surface waters in accordance with the Plat Act (ILCS Ch. 765, Act 205, § 2). Streets, blocks, lots, parks and other public grounds shall be located and laid out in such a manner as to preserve and utilize natural streams and channels. Whenever possible the floodplains shall be included within parks or other public grounds.

('71 Code, § 11-25-8) (Ord. 1413, passed 9-13-60; Am. Ord. 2538, passed 10-29-85; Am. Ord. 3666, passed 1-11-11) Penalty, see § 155.999

### **§ 155.193 PUBLIC HEALTH AND OTHER STANDARDS.**

(A) Public health standards must be met for all floodplain development. In addition to the requirements of §§ 155.190 and 155.191, the following standards apply:

(1) No development in the floodplain shall included locating or storing chemicals, explosives, buoyant materials, flammable liquids, pollutants, or other hazardous or toxic materials below the flood protection elevation unless such materials are stored in a floodproofed and anchored storage tank and certified by a professional engineer or floodproofed building constructed according to the requirements of § 155.191.

(2) Public utilities and facilities such as sewer, gas and electric shall be located and constructed to minimize or eliminate flood damage.

(3) Public sanitary sewer systems and water supply systems shall be located and constructed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.

(4) New and replacement on-site sanitary sewer lines or waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding. Manholes or other above-ground openings located below the flood protection elevation shall be watertight.

(5) Construction of new or substantially improved critical facilities shall be located outside the limits of the floodplain. Construction of new critical facilities shall be permissible within the floodplain if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor (including basement) elevated or structurally dry floodproofed to the 500-year flood frequency elevation or three feet above the level of the 100-year flood frequency elevation whichever is greater. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities.

(B) All other activities defined as development shall be designed so as not to alter flood flows or increase potential flood damages.

(Ord. 3666, passed 1-11-11) Penalty, see § 155.999

### **§ 155.194 CARRYING CAPACITY AND NOTIFICATION.**

For all projects involving channel modification, fill, or stream maintenance (including levees), the flood carrying capacity of the watercourse shall be maintained. In addition, the city shall notify adjacent communities in writing 30 days prior to the issuance of a permit for the alteration or relocation of the watercourse.

(Ord. 3666, passed 1-11-11)

## **§ 155.195 VARIANCES.**

Whenever the standards of this subchapter place undue hardship on a specific development proposal, the applicant may apply to the Zoning Board of Appeals for a variance. The Zoning Board of Appeals shall review the applicant's request for a variance and shall submit its recommendation to the City Council. The City Council may attach such conditions to granting of a variance as it deems necessary to further the intent of this subchapter.

(A) No variance shall be granted unless the applicant demonstrates that all of the following conditions are met:

- (1) The development activity cannot be located outside the floodplain;
- (2) An exceptional hardship would result if the variance were not granted;
- (3) The relief requested is the minimum necessary;
- (4) There will be no additional threat to public health or safety or creation of a nuisance;
- (5) There will be no additional public expense for flood protection, rescue or relief operations, policing, or repairs to roads, utilities or other public facilities;
- (6) The applicant's circumstances are unique and do not establish a pattern inconsistent with the intent of the NFIP; and
- (7) All other state and federal permits have been obtained.

(B) The Zoning Board of Appeals shall notify an applicant in writing that a variance from the requirements of the building protection standards of § 155.191 that would lessen the degree of protection to a building will:

- (1) Result in increased premium rates for flood insurance up to \$25 per \$100 of insurance coverage;
- (2) Increase the risks to life and property; and
- (3) Require that the applicant proceed with knowledge of these risks and that the applicant acknowledge in writing the assumption of the risk and liability.

(C) Variances to the building protection requirements of §155.191 requested in connection with the reconstruction, repair or alteration of a historic site or historic structure as defined in "Historic Structures", may be granted using criteria more permissive than the requirements of division (A)(1) through (A)(5) of this section subject to the conditions that:

- (1) The repair or rehabilitation is the minimum necessary to preserve the historic character and design of the structure.
- (2) The repair or rehabilitation will not result in the structure being removed as a certified historic structure.

('71 Code, § 11-25-9) (Ord. 1413, passed 9-13-60; Am. Ord. 2538, passed 10-29-85; Am. Ord. 3666, passed 1-11-11) Penalty, see § 155.999

#### **§ 155.196 DISCLAIMER OF LIABILITY.**

The degree of protection required by this subchapter is considered reasonable for regulatory purposes and is based on available information derived from engineering and scientific methods of study. Larger floods may occur or flood heights may be increased by man-made or natural causes. This subchapter does not imply that development either inside or outside of the floodplain will be free from flooding or damage. This subchapter does not create liability on the part of the city or any officer or employee thereof for any flood damage that results from reliance on this subchapter or any administrative decision made lawfully thereunder.

('71 Code, § 11-25-10) (Ord. 1413, passed 9-13-60; am. Ord. 2538, passed 10-29-85; Am. Ord. 3666, passed 1-11-11)

#### **§ 155.197 ABROGATION AND GREATER RESTRICTIONS.**

This subchapter repeals and replaces other ordinances adopted by the City Council to fulfill the requirements of the National Flood Insurance Program; however, this subchapter does not repeal the original resolution adopted to achieve eligibility in the Program. Nor does this subchapter repeal, abrogate or impair any existing easements, covenants, or deed restrictions. Where this subchapter and other ordinance easements, covenants, or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

('71 Code, § 11-25-12) (Ord. 1413, passed 9-13-60; Am. Ord. 2538, passed 10-29-85; Am. Ord. 3666, passed 1-11-11)

### **AMENDMENTS**

#### **§ 155.205 PETITION FOR AMENDMENT.**

(A) The City Council, the Plan Commission and other governmental bodies, and any private petitioner may apply for an amendment in the text of the zoning code and in the zoning map. Any petition for an amendment by a private party shall be accompanied by a filing fee as established by the Council, which fee shall be deposited with the City Clerk within 15 days after the receipt thereof and no part shall be returnable to the petitioner.

(B) All petitioners for amendments to the zoning code, special uses or variances and all petitioners for the annexation of territory to the city shall at the time said matter is set for hearing before the Plan Commission of the city, furnish to the City Attorney a plat on legal sized paper of the area described in the petition with all boundaries and dimensions clearly marked on paper from which a reproduction can be made.

(C) In the event there are any changes made at the request of the petitioner, by the findings of the Plan Commission, or the action of the Council, the petitioner shall furnish a plat as described herein conforming to the said changes to the City Attorney.

(D) The plat herein described shall be attached to the ordinance or resolution passed by the Council in taking final action upon the petition and no resolution or ordinance rezoning property, granting a special use or a variance or annexing territory to the city shall be in effect until such plat is furnished and attached to the said resolution or ordinance.

('71 Code, § 11-21-1) (Ord. 1413, passed 9-13-60; Am. Ord. 1562, passed 3-10-69)

#### **§ 155.206 REVIEW OF PETITION.**

The regulations imposed and the zoning districts created under this chapter may be amended by ordinance but no such amendment shall be made by the City Council without public notice and without a public hearing before the Plan Commission of the city. The Plan Commission shall hold the public hearing and forward its recommendations to the Council within 45 days of the date the petition was submitted to the Plan Commission, unless it is withdrawn by the petitioner.

('71 Code, § 11-21-2) (Ord. 1413, passed 9-13-60)

#### **§ 155.207 NOTICE OF PUBLIC HEARINGS.**

The Plan Commission of the city shall cause notice of public hearing of petitioner's application to be given in the following manner:

(A) By publishing notice of the time and place of such hearing in a paper of general circulation in the city at least 15 days prior to the hearing;

(B) By causing said notice to contain the particular location for which the amendment is requested, as well as a brief statement describing the proposed amendment; and

(C) By notifying such property owners, groups or organizations as it deems desirable of the proposal.

('71 Code, § 11-21-3) (Ord. 1413, passed 9-13-60)

#### **§ 155.208 WRITTEN PROTEST.**

In the event of a written protest against the proposed amendment signed and acknowledged by the owners of 20% of the frontage proposed to be altered, or by the owners of 20% of the frontage immediately adjoining or across the alley or rear line therefrom, or by the owners of 20% of the frontage directly opposite the frontage proposed to be altered as to such regulations or zoning district, and filed with the City Clerk, such amendment shall not be passed except by the favorable vote of three-fourths of all the members of the City Council.

('71 Code, § 11-21-4) (Ord. 1413, passed 9-13-60)

#### **§ 155.209 FINAL DECISION.**

(A) The City Council, without further public hearing, may adopt or deny the report of the Plan Commission for any proposed amendment, or may refer the petition back to the Plan Commission for further consideration.

(B) Any proposed amendment which fails to receive the approval of a majority of the Plan Commission members, and is so reported, shall not be passed by the Council except by the favorable vote of three-fourths of all the elected members of the Council.

('71 Code, § 11-21-5) (Ord. 1413, passed 9-13-60)

## **ADMINISTRATION AND ENFORCEMENT**

### **§ 155.220 ENFORCING OFFICER.**

The ~~Health, Building and Zoning Officer~~ Building Official of the city is designated as the Zoning Administrator to be responsible for enforcing the zoning code. Said ~~Health, Building and Zoning Officer~~ Building Official shall have the power and shall see that the provisions of this chapter are properly enforced.

('71 Code, § 11-20-1) (Ord. 1413, passed 9-13-60)

### **§ 155.221 BUILDING PERMITS.**

(A) No building or structure shall hereafter be erected or structurally altered until a building permit shall be issued by the ~~Health, Building and Zoning Officer~~ Building Official stating that the building or structure, and use of land, comply with the regulations of this chapter and all building and health laws and provisions of this code.

(B) All applications for building permits shall be accompanied by a plat in duplicate drawn to scale showing the actual dimensions of the lot or lots to be built upon, the size of the building or structure to be erected or structurally altered, its location on the lot or lots and such other information as may be necessary to provide for the enforcement of these regulations. A careful record of such applications and plats shall be kept in the office of the ~~Health, Building and Zoning Officer~~ Building Official.

('71 Code, § 11-20-2) (Ord. 1413, passed 9-13-60) Penalty, see § 155.999

### **§ 155.222 CERTIFICATE OF COMPLIANCE.**

(A) No building or structure hereafter erected or structurally altered shall be occupied and used until a certificate of compliance has been issued by the ~~Health, Building and Zoning Officer~~ Building Official. The certificate of compliance shall be issued only after the ~~Health, Building and Zoning Officer~~ Building Official makes a finding that the building or structure has been erected or structurally altered in conformance with the provisions of this chapter and other health and building laws and per a building permit.

(B) Certificates of compliance shall be applied for coincident with the application for a building permit and shall be issued within ten days after the erection and alterations of such building shall have been satisfactorily completed. A record of all certificates shall be kept on file in the office of the ~~Health, Building and Zoning Officer~~ Building Official.



and copies shall be furnished, on request, to any persons having a proprietary or tenancy interest in the building affected. The fee for such permit is \$25.

(C) Certificates for the continued occupancy of nonconforming uses existing at the time of the passage of this chapter shall be issued by the ~~Health, Building and Zoning Officer~~ Building Official and the certificate shall state that the use is a nonconforming one and does not conform with the provisions of this chapter. The ~~Health, Building and Zoning Officer~~ Building Official shall notify the owners of property being used as nonconforming use and shall furnish said owner with a certificate of occupancy for such nonconforming use.

('71 Code, § 11-20-3) (Ord. 1413, passed 9-13-60) Penalty, see § 155.999

#### **§ 155.223 USE PERMIT.**

No change shall be made in the use of a building or part thereof now or hereafter erected or structurally altered, or in the use of land now or hereafter occupied, without a use permit having first been issued by the ~~Health, Building and Zoning Officer~~ Building Official. No such permit shall be issued to make such change unless it is in conformity with the provisions of this chapter and amendments thereto hereafter duly enacted.

('71 Code, § 11-20-4) (Ord. 1413, passed 9-13-60) Penalty, see § 155.999

#### **§ 155.224 CONTINUANCE OF EXISTING USES.**

Nothing in this chapter shall prevent the continuance of present occupancy or lawful use of any existing building or zoning lot, except as may be necessary for the safety of life and property, and except as provided in §§ 155.035 through 155.048.

('71 Code, § 11-20-5) (Ord. 1413, passed 9-13-60)

#### **§ 155.225 FEES.**

Filing fees pertaining to petitions for variances, appeals, zoning regulations amendments, zoning map amendments, and special use permits, shall be \$200 per petition for all such petitions filed for hearings taking place after March 27, 2023. Such fees shall be paid to the City Clerk, who shall give a receipt therefor and account for same at regular intervals to the Council.

('71 Code, § 11-20-6) (Ord. 1413, passed 9-13-60; Am. Ord. 3521, passed 11-13-06; Am. Ord. 4132, passed 3-27-23)

#### **§ 155.999 PENALTY.**

(A) Whoever shall violate the provisions of this chapter for which another penalty has not been provided, shall be fined in a sum not to exceed \$500. The minimum fine for any offense of this chapter shall be \$25.

(B) Failure to obtain a permit for development in the special flood hazard area (SFHA) or failure to comply with the requirements of a permit or conditions of a variance resolution shall be deemed to be a violation of §§ 155.185 through 155.195. Upon due

investigation the ~~Health, Building and Zoning Officer~~ Building Official may determine that a violation of the minimum standards of §§ 155.185 through 155.195 exist. The ~~Health, Building and Zoning Officer~~ Building Official shall notify the owner in writing of such violation.

(1) If such owner fails after ten days' notice to correct the violation:

(a) The city may make application to the circuit court for an injunction requiring conformance with §§ 155.185 through 155.195 or make such other order as the court deems necessary to secure compliance with §§ 155.185 through 155.195.

(b) A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

(2) The ~~Health, Building and Zoning Officer~~ Building Official shall inform the owner that any such violation is considered a wilful act to increase flood damages and therefore may cause coverage by a Standard Flood Insurance Policy to be suspended.

(3) Nothing herein shall prevent the city from taking such other lawful action to prevent or remedy any violations. All costs connected therewith shall accrue to the person or persons responsible.

(C) (1) The City Manager may determine that a violation of the minimum standards of §§ 155.185 through 155.197 exists. The City Manager shall notify the owner in writing of such violation. If such owner fails after ten days notice to correct the violation:

(a) The city shall make application to the circuit court for an injunction requiring conformance with §§ 155.185 through 155.197 or make such other order as the court deems necessary to secure compliance with §§ 155.185 through 155.197.

(b) Any person who violates §§ 155.185 through 155.197 shall upon conviction thereof be fined not less than \$50 or more than \$750 for each offense.

(c) A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues; and

(d) The city shall record a notice of violation on the title of the property.

(2) (a) The City Manager shall inform the owner that any such violation is considered a willful act to increase flood damages and therefore may cause coverage by a Standard Flood Insurance Policy to be suspended.

(b) The City Manager is authorized to issue an order requiring the suspension of the subject development. The stop-work order shall be in writing, indicate the reason for the issuance, and shall order the action, if necessary, to resolve the circumstances requiring the stop-work order. The stop-work order constitutes a suspension of the permit.

(c) No site development permit shall be permanently suspended or revoked until a hearing is held by the Kewanee Zoning Board of Appeals. Written notice of such hearing shall be served on the permittee and shall state:

1. The grounds for the complaint, reasons for suspension or revocation; and
2. The time and place of the hearing.

(d) At such hearing the permittee shall be given an opportunity to present evidence on their behalf. At the conclusion of the hearing, the Kewanee Zoning Board of Appeals shall determine whether the permit shall be suspended or revoked.

(3) Nothing herein shall prevent the city from taking such other lawful action to prevent or remedy any violations. All costs connected therewith shall accrue to the person or persons responsible.

('71 Code, § 11-25-11) (Ord. 1413, passed 9-13-60; Am. Ord. 2581, passed 10-29-85; Am. Ord. 3666, passed 1-11-11)

Adopted by the Council of the City of Kewanee, Illinois this 10<sup>th</sup> day of February 2025.

ATTEST:

Kasey Mitchell, City Clerk

Gary Moore, Mayor

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

RESOLUTION NO. XXXX

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH THE HENRY COUNTY HUMANE SOCIETY FOR THE LEASE OF REAL PROPERTY LOCATED ON SOUTH FISHER AVENUE AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

- WHEREAS, on or about June 9, 1986, the City of Kewanee entered into an agreement with the Henry County Humane Society for the lease of certain lands east of Fisher Avenue and south of the driveway leading to the sewage treatment plant; and
- WHEREAS, the Henry County Humane Society provides a valuable service to the City of Kewanee and maintains the property owned by the City; and
- WHEREAS, the City finds it in the best interest of the community to continue leasing the property located at South Fisher Avenue, identified as Parcel Identification Number (PIN) 20-34-400-002, to the Henry County Humane Society; and
- WHEREAS, the proposed lease agreement shall be for a term of forty (40) years, with the possibility of two (2) additional extensions of five (5) years each, subject to mutual agreement by both parties; and
- WHEREAS, the land is not currently needed for municipal use and there is no foreseeable plan for its development by the City.

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

- Section 1** Section 1. The City Manager is hereby authorized to execute a lease agreement with the Henry County Humane Society for the real property located on South Fisher Avenue (PIN: 20-34-400-002) under the terms described herein
- 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 10th day of February 2025.

ATTEST:

Kasey Mitchell, City Clerk

Gary Moore, Mayor

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

RESOLUTION NO. XXXX

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PEERLESS WELL & PUMP FOR EMERGENCY REPAIRS TO WELL #1 AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

- WHEREAS, the City of Kewanee owns two water treatment plants, each operated to treat water supplied from two deep wells that supply raw water only to their respective plants;
- WHEREAS, the north water treatment plant requires water from Well #1, as Well #3 does not produce raw water at a capacity that is high enough for the plant to operate; and
- WHEREAS, Well #1 is a critical component of Kewanee's water supply system in that without its supply of raw water, the City has no reliable means of producing potable water in the event of service disruptions at the south water treatment plant; and
- WHEREAS, issues were recently identified with Well #1, including the submersible cable detaching and falling into the well, necessitating immediate attention; and
- WHEREAS, Peerless Well & Pump was engaged to assess the situation and, upon inspection, discovered significant damage and deterioration; and
- WHEREAS, Peerless Well & Pump provided a comprehensive proposal dated January 27, 2025, outlining the necessary repairs and associated costs, totaling \$148,522.00, to restore Well #1 to operational status; and
- WHEREAS, the City Council recognizes the urgency of these repairs to ensure the continued provision of safe and reliable water services to the residents of Kewanee.

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

- Section 1** The City Manager is hereby authorized and directed to execute an agreement with Peerless Well & Pump for the emergency repairs to Well #1, in accordance with the proposal dated January 27, 2025, for an amount not to exceed \$148,522.00.
- Section 2** Due to the emergency nature of the repairs and the necessity for immediate action to protect public health and safety, the competitive bidding process is hereby waived for this procurement.
- Section 3** This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

Adopted by the Council of the City of Kewanee, Illinois this 10th day of February 2025.

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ATTEST:

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Kasey Mitchell, City Clerk

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Gary Moore, Mayor

RECORD OF THE VOTE	Yes	No	Abstain	Absent
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RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR, CITY MANAGER, CITY ATTORNEY, AND CITY CLERK TO EXECUTE A POWER PURCHASE AGREEMENT AND OTHER DOCUMENTS THAT ARE NECESSARY AND PROPER IN THE PROCUREMENT OF SOLAR ENERGY FOR MUNICIPAL FACILITIES OWNED BY THE CITY OF KEWANEE.

WHEREAS, The City of Kewanee is a significant user of electricity and wishes to reduce its operating costs while reducing the impact of its operations on the planet; and,

WHEREAS, The installation of solar panels affords the opportunity for the City to reduce its operating expenditures in an environmentally friendly manner; and

WHEREAS, The Clean Energy Design Group has a proven track record, having worked with both local school districts on similar projects that will save local taxpayers significant resources in the coming years; and

WHEREAS, Kewanee's City Council finds it to be in the public to lower its operating costs while minimizing the City's impact on the environment.

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

Section 1 The Mayor, City Manager, City Attorney, and City Clerk are hereby authorized to execute the attached Power Purchase Agreement Disclosure forms and other documents that are necessary and proper in the development and implementation of solar panels to serve the City's Waste Water Treatment Plant, City Hall, and other facilities as may subsequently be approved for inclusion.

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

Adopted by the Council of the City of Kewanee, Illinois this 10<sup>th</sup> day of February 2025.

ATTEST:

Kasey Mitchell, City Clerk

Gary Moore, Mayor

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

# Distributed Generation with Illinois Shines

on-site solar serving the energy needs of your home or business



## What Is Illinois Shines?

Illinois Shines is a state-administered incentive program to support the development of new solar projects. Through the program, Illinois electric utilities provide payments to Approved Vendors in exchange for 15 or 20 years of Renewable Energy Credits (RECs) generated by new solar projects. Approved Vendors are solar companies that are vetted and approved to participate in Illinois Shines. Approved Vendors may use Designees, who are also registered with the program, to help with sales, marketing, and installation work.

## What Is Distributed Generation?

A distributed generation solar project generates electricity that is used on-site. It can be installed on a roof or built on the ground at a home or business.

## What Are RECs?

RECs represent the environmental attributes of the electricity generated from solar panels, but not the electricity itself. Whoever owns the RECs has the right to say they used that solar power. By participating in Illinois Shines, the RECs from your solar project will be transferred to an Illinois electric utility. The sale of your RECs will not affect your solar project's production or your ability to use the electricity generated by your solar project. Utilities purchase RECs to meet their obligation to supply a certain amount of power from renewable energy.

**For more information on RECs, see a video at [vimeo.com/113250210](https://vimeo.com/113250210)**

## Will I Be Paid Directly For the RECs My Solar Project Generates?

Your Approved Vendor will receive an incentive payment from the electric utility for the RECs your project will generate over time. Your Approved Vendor may pass along a portion of the incentive payment to you, or they may use the payment to reduce the amount you pay for your solar project (such as a lower purchase price or lower lease rate). **If your Approved Vendor passes along part of the incentive payment to you, this may happen several months after your project is installed.** Illinois Shines is not a rebate program, and the State of Illinois **does not** make direct payments to customers.



You can view an ADA accessible version of this document at [www.illinoisshines.com/accessible](http://www.illinoisshines.com/accessible).



## What Are the Ownership and Financing Options When Installing Solar?

The most common options are 1) **PURCHASE**: buy the project outright or finance with a loan 2) **LEASE**: make regular payments to the project owner, or 3) **POWER PURCHASE AGREEMENT (PPA)**: pay the project owner for the electricity generated by the project at an agreed upon per kilowatt-hour rate. If you lease or sign a PPA, you don't own the solar project, but you get to use the electricity generated by the solar project.

When deciding on the best option for you, consider:

- If you're buying the project, how much will it cost? Will you take out a loan to pay for it? How do the loan payments compare to projected reductions in your monthly electric bill?
- If you're leasing the project, how much is your monthly lease payment? How does that compare to projected reductions in your monthly electric bill? Do you have to put money down at the start?
- If you're signing a PPA for the project, how much is the per kilowatt-hour price for the energy produced? How does that compare to your current electricity rate? Do you have to put money down at the start?
- Does your lease or PPA include an escalation clause that increases the amount of payments over time? If so, by how much do payments increase?



**Illinois Shines Program Administrator**  
admin@illinoisshines.com  
(877) 783-1820

Illinois Shines is administered by Energy Solutions on behalf of the Illinois Power Agency, an independent state government agency.

Going solar is a significant financial commitment, so exercise the same caution you would when making other major consumer decisions. It is good practice to get quotes from at least three companies and to check references.

You should take the time you need to compare offers and to fully understand the contract before signing.

## How Do I Know If I Will Save Money By Going Solar?

You are not guaranteed to save money unless your contract includes an explicit guarantee. The questions below will affect whether you save money. You can answer some questions yourself, while others can be answered by your installer or sales agent.

### *What per kilowatt-hour rate am I currently paying for electricity?*

The higher the electricity rate before you go solar, the more money you can potentially save.

### *Is my roof good for solar?*

The direction your roof faces and how much shade it gets will affect how much electricity a roof-mounted solar project will generate. The roof's condition should also be considered.

### *How much electricity will the solar project generate?*

If your solar project produces more electricity than you use over an annual period, you may not receive value for all the electricity generated.

### *Will I receive any money for the RECs?*

The Approved Vendor will be paid by a utility for your solar project's RECs. The Approved Vendor may pass along a portion of this payment or may use the payment to reduce your cost of going solar.

### *Can I use the federal Investment Tax Credit?*

If you buy your project, you may qualify for a substantial federal income tax credit. Consult your tax adviser.

### *How long do I expect to stay in my home or business location?*

If you lease or sign a PPA, you may be required to buy out the contract if you move. Read your contract closely to understand what happens if you move.

## What Is Net Metering and How Do I Enroll?

Net metering measures extra electricity your solar project produces and sends to the electric grid, and credits you for it on your electric bill. To participate in net metering, an application must be submitted to your electric utility.

Make sure you understand if your solar provider will submit a net metering application on your behalf for the solar project. Failure to enroll may significantly decrease the financial value you receive from your solar project.

## Consumer Protection

**Your solar provider is required to provide you with this informational brochure and a standard Disclosure Form.** Review your Disclosure Form carefully and use it to compare offers from other Illinois Shines Approved Vendors. You must receive and sign the Disclosure Form before you sign an installation contract. Other Illinois Shines consumer protections include:

- If you sign a contract for a solar project 25 kW or smaller, you can cancel without penalty within the period allowed by your contract or law, which cannot be less than three calendar days.
- Illinois Shines sets out requirements for what information and terms must be included in your installation contract.
- Only Approved Vendors may submit solar project applications to Illinois Shines; these companies are vetted by the Program Administrator.
- Dedicated Program Administrator staff answer questions and assist in resolving customer complaints.

## Complaint Procedures

If you have a problem related to your solar project or the sales process, first try to resolve it with your installer or the Approved Vendor. If you can't agree about how to solve the problem, you may contact the **Illinois Shines Program Administrator** by emailing [complaints@illinoisshines.com](mailto:complaints@illinoisshines.com) or by calling 877-783-1820.

If you have been subject to fraudulent or deceptive sales practices, the Illinois Attorney General's Consumer Protection Division may be able to help.

**CHICAGO:** 800-386-5438 | TTY: 800-964-3013

**SPRINGFIELD:** 800-243-0618 | TTY: 877-844-5461

**CARBONDALE:** 800-243-0607 | TTY: 877-675-9339

**SPANISH LANGUAGE:** 866-310-8398

For more information, go to [www.illinoisshines.com](http://www.illinoisshines.com)

**Illinois Solar for All**, another incentive program, is available for income-eligible customers and includes savings guarantees. Learn more at [www.IllinoisSFA.com](http://www.IllinoisSFA.com).



# Illinois Shines Power Purchase Agreement Disclosure Form

## Power Purchase Agreement Disclosure Form - ID# 755185

Illinois Shines is a state solar incentive program. An installer or other vendor is required to provide you with this disclosure form so that you have accurate information about the solar project, including its size, cost, operations, warranties, and financial benefits. More information about Illinois Shines is available at [www.IllinoisShines.com](http://www.IllinoisShines.com) and a guide to understanding your disclosure form is available at <https://illinoisshines.com/consumer-protection/disclosure-form-resources>. Another state solar incentive program, Illinois Solar for All, is available for income-eligible customers and includes savings guarantees (visit [www.IllinoisSFA.com](http://www.IllinoisSFA.com) for more information).

You are entering into a Power Purchase Agreement ("PPA") to buy electricity generated by a solar project installed on your property; another party will own that solar project. Carefully read your contract before signing. You may want to compare offers from multiple installers or Approved Vendors. You should take whatever time you need to shop around and to fully understand the contract before signing

If you are unable to resolve a complaint with your installer or Approved Vendor, you may contact the Illinois Shines Program Administrator by emailing [complaints@illinoisshines.com](mailto:complaints@illinoisshines.com) or by calling (877) 708-3456. If you have been subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office may also be able to help; call (800) 243-0618 or visit <https://illinoisattorneygeneral.gov/File-A-Complaint/>.

### Contact Information

Customer Information	
Name	Gary Moore
Address	194 N Fischer Ave, Kewanee , IL 61443
Phone	309-852-5044
Email	gmoore@cityofkewanee.net
Service utility	AmerenIllinois
Customer type	Large Commercial/Industrial

Project Owner	
Legal Name	Clean Energy Design Group, Inc.
Marketing Name	CEDG
Address	PO Box 559, Metamora, IL 61548
Phone	309-255-3172
Email	rford@cedg.us

Approved Vendor	
Legal Name	Clean Energy Design Group, Inc.
Marketing Name	CEDG
Address	PO Box 559, Metamora, IL 61548
Phone	314-282-9490
Email	jholtzman@cedg.us

Project Installer	
Legal Name	Clean Energy Design Group, Inc.
Marketing Name	CEDG
Address	PO Box 559, Metamora, IL 61548
Phone	309-255-3172
Email	rford@cedg.us

**Power Purchase Agreement ("PPA") Information and Costs**

Length of contract	25 years and 0 months	First Payment		Final Payment	
		Rate	04.250 ¢/kWh	Rate	05.400 ¢/kWh
Annual Escalation Rate	1%	When payment is due	30 days after project energization	When payment is due	25 years after first payment

Payments	When Payment is Due	# of Payments	Amount
Deposit or payment at contract signing	At contract signing	1	\$0.00
Total estimated PPA payments	Monthly	300	\$1,924,565.00

**Estimated total amount paid, including PPA payments and above fees, for duration of PPA**

**\$1,924,565.00**

**Illinois Shines Incentive Payment**

*Note: you will not be eligible for the federal solar tax credit because you will not own the project.*

Expected value of incentive payment that will be <b>received by the Approved Vendor</b> for the solar project if accepted into Illinois Shines program ( <i>acceptance not guaranteed</i> )	<b>\$1,081,731.78</b>
Is the PPA contingent upon selection for the Illinois Shines incentive?	Yes

**Project Installation**

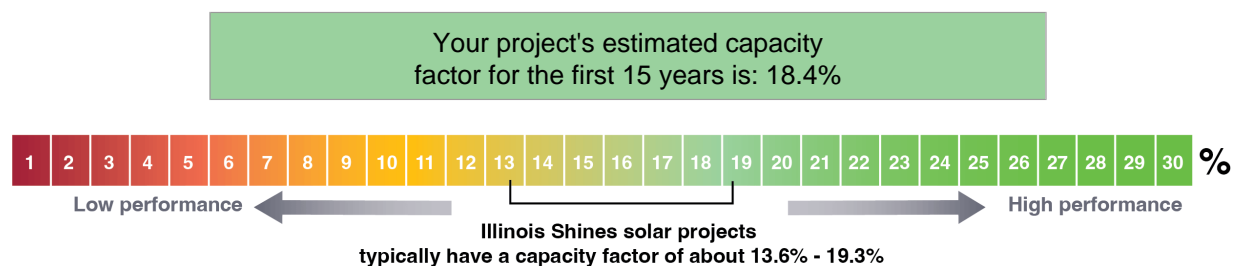
Estimated start date of project installation	180 days from the date the contract is signed
Estimated completion date of project installation	240 days from the date the contract is signed
Estimated date for project owner to furnish a mechanic's lien waiver	N/A
Who is responsible for submitting a project interconnection application to your local service utility?	Approved Vendor
Will project owner file a Uniform Commercial Code-1 "fixture" filing statement?	No

**Project Design Specifications**

Project Size ( <i>size of project as built may vary by the greater of 1kW or 5%</i> )	1,020.00kW AC 1,285.20kW DC
Estimated total annual electricity production in first year	1,706,062.00 kWh
Expected life of the project	25 years
Mounting location	Ground-mounted

**Project Efficiency**

A solar project's performance can be affected by the type of the solar panel used and placement of the panels. For example, solar panels that do not face south, are at too steep or flat of an angle, or are shaded will not produce as much electricity. The capacity factor reflects a project's expected production and can be used to compare design and expected performance between project proposals.



**Explanation:** System performance based on customized design in Helioscope software.

## Net Metering and Smart Inverter Rebate

You may be eligible for net metering, which credits your electric bill for excess generation from your solar project. Net metering credits can have a significant impact on the financial benefits of your solar project. **To participate in net metering, an application must be submitted to your electric utility.** Please note that net metering for new ComEd, Ameren, and MidAmerican solar customers is changing in 2025, but net metering is not being eliminated. For more information on net metering including credit amounts, how credits roll over, and whether credits expire, please see <https://illinoisshines.com/consumer-protection/disclosure-form-resources>.

### **An application will be submitted for your project to receive the Smart Inverter Rebate.**

Your electric utility will provide an upfront lump-sum payment, but **you may receive a lower net metering rate.** Please see <https://illinoisshines.com/consumer-protection/disclosure-form-resources> for more information.

Rebate Amount	\$321,300.00
Who keeps the rebate payment	Owner

## Project Operations, Maintenance, Warranties, and Guarantees

Project maintenance (operational upkeep)	Included - provided by Owner for 25 years
Project repairs (fixing malfunctioning project)	Included - provided by Owner for 25 years
Warranties related to improper installation	Included - provided by Owner for 25 years
Manufacturer's warranty for solar panels?	Included for 25 years
Manufacturer's warranty for project inverter?	Included for 10 years
Is the seller providing a project guarantee?	No
Insurance for loss or damage to the project	Included - Owner fully insures system except for gross negligence.

## If You Move

Upon sale of property where solar project is located, can you transfer the PPA obligations to the new owner?	Yes
Requirements for transferring PPA obligations	Purchaser must give Owner two months notice before closing on the sale of property.

## Early Termination or Completion of Contract

Fee/penalty for early termination of PPA	Remainder of PPA payments
<b>At the end of the PPA...</b>	
Will project owner remove solar project?	Yes
Will project owner return site to original condition (excepting ordinary wear and tear)?	Yes
Will project owner offer an option for customer to own and retain the solar project?	Yes
Will project owner offer an option for contract renewal?	Yes

## Additional Information from Project Owner / Approved Vendor

N/A
-----

## Signature

By signing this disclosure form, you certify that you received and read this form and had the opportunity to ask questions about it.

Printed Name \_\_\_\_\_

## Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

Purchaser:	City of Kewanee	Seller:	Clean Energy Design Group, Inc.
Name and Address	194 N Fischer Ave Kewanee, IL 61443 Attn: Gary Moore, Mayor	Name and Address	PO Box 559 Metamora, IL 61548 Attention: Daniel Griffin, CEO
Phone	309-852-5044	Phone	888-961-4750
Fax		Fax	
E-mail	<a href="mailto:gmoore@cityofkewanee.net">gmoore@cityofkewanee.net</a>	E-mail	<a href="mailto:info@cedg.us">info@cedg.us</a>
Premises Ownership	Purchaser [x] owns [ ] leases the Premises.	Additional Seller Information	
Tax Status	Municipal		
Project Name	Wastewater Treatment Plant		

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electricity from the solar panel system described in **Exhibit 2** (the “**System**”) and installed on the real property comprising Purchaser’s premises described or depicted in Schedule A to **Exhibit 2** (the “**Premises**”), including any buildings and other improvements on the Premises other than the System (the “**Improvements**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

<b><u>Exhibit 1</u></b>	Pricing, Term, and Termination Payment Schedule
<b><u>Exhibit 2</u></b>	System Description, Delivery Point and Premises
<b><u>Exhibit 3</u></b>	General Terms and Conditions
<b><u>Exhibit 4</u></b>	Form of Easement Agreement
<b><u>Exhibit 5</u></b>	Form of Memorandum of Easement

City of Kewanee  
Purchaser: 194 N Fischer Ave  
Kewanee, IL 61443  
Attn: Gary Moore, Mayor

SPV (194 N Fischer Ave, Kewanee, IL) Solar LLC  
Seller: PO Box 559  
Metamora, IL 61548  
Attention: Daniel Griffin, CEO

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit 1**

### **Pricing**

1. **Initial Term:** Twenty Five (25) years, beginning on the Commercial Operation Date (the “**Initial Term**”).
2. **Additional Terms:** Up to two (2) terms of five (5) years each beginning on the expiration of the Initial Term (each an “**Additional Term**”).
3. **Contract Price:**

Contract Year	\$ / kWh <b>Fixed</b>	Annual Solar Energy kWh Production <b>Estimate</b>	Annual Solar PPA Payment <b>Estimate</b>	Contract Termination Payment Schedule ( <u>Exhibit 3</u> , Section 11(b))
1	\$0.0425	1,706,062	\$72,508	\$1,924,565
2	\$0.0429	1,697,532	\$72,867	\$1,852,057
3	\$0.0434	1,689,044	\$73,227	\$1,779,190
4	\$0.0438	1,680,599	\$73,590	\$1,705,963
5	\$0.0442	1,672,196	\$73,954	\$1,632,373
6	\$0.0447	1,663,835	\$74,320	\$1,558,419
7	\$0.0451	1,655,516	\$74,688	\$1,484,099
8	\$0.0456	1,647,238	\$75,058	\$1,409,411
9	\$0.0460	1,639,002	\$75,429	\$1,334,354
10	\$0.0465	1,630,807	\$75,803	\$1,258,925
11	\$0.0469	1,622,653	\$76,178	\$1,183,122
12	\$0.0474	1,614,540	\$76,555	\$1,106,944
13	\$0.0479	1,606,467	\$76,934	\$1,030,389
14	\$0.0484	1,598,435	\$77,315	\$953,456
15	\$0.0489	1,590,442	\$77,697	\$876,141
16	\$0.0493	1,582,490	\$78,082	\$798,444
17	\$0.0498	1,574,578	\$78,468	\$720,362
18	\$0.0503	1,566,705	\$78,857	\$641,893
19	\$0.0508	1,558,871	\$79,247	\$563,036
20	\$0.0513	1,551,077	\$79,639	\$483,789
21	\$0.0519	1,543,322	\$80,034	\$404,150
22	\$0.0524	1,535,605	\$80,430	\$324,116
23	\$0.0529	1,527,927	\$80,828	\$243,686
24	\$0.0534	1,520,287	\$81,228	\$162,858
25	\$0.0540	1,512,686	\$81,630	\$81,630

The first Contract Year shall commence on the Commercial Operation Date, and each subsequent Contract Year shall commence on the anniversary of the Commercial Operation Date.

4. **Contract Price Assumptions.** The Contract Price is based on the following assumptions:
- a. A payment or performance bond is not being issued to Purchaser under this Agreement.
  - b. Interconnection costs for the System will not exceed \$10,000.<sup>00</sup> in the aggregate.
  - c. Statutory prevailing wage rates (e.g., Davis-Bacon) [may] apply.
  - d. All prices in this Agreement are calculated based on an upfront rebate of \$0.
  - e. The Contract Price is inclusive of Seller's Taxes (as defined in Section 3(d) of **Exhibit 3**) at the rates in effect as of the Effective Date (to the extent that such rates are known or knowable by Seller on the Effective Date).
5. **Contract Price Exclusions.** Unless Seller and Purchaser have agreed otherwise in writing, and except as otherwise provided in Section 2(c) of Exhibit 3, the Contract Price excludes the following:
- a. Unforeseen groundwork (including excavation and circumvention of underground obstacles). Upgrades or repair to customer or utility electrical infrastructure (including: client or utility service, transformers, substations, poles, breakers, reclosers, and disconnects).
  - b. Snow removal, tree removal, tree trimming, mowing and any landscape improvements.
  - c. Decorative fencing and/or any visual screening materials, decorative enhancements to solar support structures (including: painting, paint matching, masonry/stone work, and any lighting not required to meet the minimum code compliance).
  - d. Removal of existing lighting, light poles, or concrete light post bases.
  - e. Roof membrane maintenance or reroofing work.
  - f. Structural upgrades to the Improvements, including ADA upgrades.
  - g. Installation of public information screen or kiosk (including accompanying internet connection, power supply, technical support and ADA access).
  - h. Changes in System design caused by any inaccuracy or ambiguity in information provided by Purchaser, including information regarding Purchaser's energy use, the Premises and the Improvements, including building plans and specifications.

End of Exhibit 1



## Exhibit 2

### System Description, Delivery Point and Premises

1. System Location: WWTP: 194 N Fischer Ave, Kewanee, IL 61443
2. System Size (DC kW): 1,285.2
3. System Description (Expected Structure, Etc.): Ground Mount
4. Expected First Year Energy Production (kWh): 1,706,062
5. Utility: Ameren Illinois
6. Modules & Inverters: Tier-1 (or similar)
7. **Delivery Point and Premises:** Schedule A to this Exhibit 2 contains one or more drawings or images depicting:
  - a. Premises, including the Improvements (as applicable);
  - b. Proposed System location;
  - c. Delivery point for electricity generated by the **System** (the “**Delivery Point**”);
  - d. Access points needed for Seller to install and service the System (property access, building access, electrical room, stairs etc.); and
  - e. Construction assumptions (if any).

### Schedule A



End of Exhibit 2

### Exhibit 3

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### **Exhibit 3**

#### **General Terms and Conditions**

1. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electricity generated by the System during the Term (as defined in Section 2(a)). Electricity generated by the System shall be delivered to Purchaser at the Delivery Point. Title to and risk of loss for the electricity generated by the System passes to Purchaser from Seller at the Delivery Point. Purchaser may purchase electricity for the Premises from other sources to the extent Purchaser's electricity consumption requirements at the Premises exceed the output of the System.
2. **Term and Termination.**
  - a. **Effective Date; Term.** This Agreement is effective as of the Effective Date. The electricity supply period under this Agreement commences on the Commercial Operation Date (as defined in Section 5) and continues for the duration of the Initial Term and any Additional Terms, unless earlier terminated as provided for in this Agreement (collectively, the “Term”).
  - b. **Additional Terms.** Prior to the end of the Initial Term or of any applicable Additional Term, if Purchaser has not delivered a notice of non-extension to Seller as provided below, the Initial Term (or any applicable Additional Term, shall extend on the terms and conditions set forth herein for the number and length of additional periods specified in **Exhibit 1**. Such notice of non-extension shall be given, if at all, not less than ninety (90) days before the last day of the Initial Term or the then current Additional Term, as applicable. Any Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term on the same terms and conditions as set forth in this Agreement. The Contract Price for the Additional Term will be agreed between the Parties.
  - c. **Termination Due to Contract Price Adjustments or Lack of Project Viability.** If, at any time after the Effective Date and prior to Commencement of Installation, Seller determines that the installation of the System will not be technically or economically viable for any other reason, and the Parties have negotiated a Contract Price adjustment for thirty (30) days following written notice from Seller without reaching agreement, either Party may terminate this Agreement by providing ten (10) days' prior written notice to the other Party. Neither Party shall be liable for any damages in connection with such termination.
  - d. **Termination by Purchaser for Delay.** If Commencement of Installation has not occurred eighteen (18) months after the later of the Effective Date and the date the conditions to Seller's obligation to achieve Commencement of Installation set forth in Section 5(c) have been satisfied, Purchaser may terminate this Agreement by providing thirty (30) days' prior written notice to Seller; provided that this Agreement will not terminate pursuant to this Section 2(d) if Seller achieves Commencement of Installation on or before the end of such thirty (30) day notice period. Purchaser shall not liable for any damages in connection with such termination.
3. **Billing and Payment; Taxes.**
  - a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electricity generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in **Exhibit 1** (the “Contract Price”). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of electricity generated during the applicable month, as measured by the Meter (as defined in Section 11). Additional costs for items differing from the assumptions in **Exhibit 1**, Item 4 are Purchaser's responsibility.
  - b. **Monthly Invoices.** Seller shall invoice Purchaser monthly. Such monthly invoices shall state (i) the amount of electricity produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser.
  - c. **Payment Terms.** All amounts due under this Agreement are due and payable net thirty (30) days following receipt of invoice. Any undisputed portion of the invoice amount not paid within such thirty (30) day period shall accrue interest at the annual rate of three and one-half percent (3.5%) above the Prime Rate (but not to exceed the maximum rate permitted by law). All payments shall be made in U.S. dollars.

d. **Taxes.**

- i. **Purchaser's Taxes.** Purchaser is responsible for: (1) payment of, or reimbursement of Seller, for all taxes assessed on the generation, sale, delivery or consumption of electricity produced by the System or the interconnection of the System to the utility's electricity distribution system; and (2) real property taxes.
- ii. **Seller's Taxes.** Seller is responsible for: (1) payment of income taxes or similar taxes imposed on Seller's revenues due to the sale of electricity under this Agreement; and (2) personal property taxes imposed on the System ("**Seller's Taxes**").

4. **RECs and Incentives.** As the owner of the System, Seller is entitled to the benefit of, and will retain all ownership interests in the RECs and Incentives. Purchaser shall cooperate with Seller in obtaining, securing and transferring any and all RECs and Incentives. Purchaser is not obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. Purchaser shall not make any filing or statements inconsistent with Seller's ownership interests in the RECs and Incentives. If any RECs or Incentives are paid or delivered directly to Purchaser, Purchaser shall immediately pay or deliver such items or amounts to Seller.

"**Governmental Authority**" means any foreign, federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other governmental authority having jurisdiction or effective control over a Party.

"**Incentives**" means (i) a payment paid by a utility or state or local Governmental Authority based in whole or in part on the cost or size of the System such as a rebate, (ii) a performance-based incentive paid as a stream of periodic payments by a utility, state or Governmental Authority based on the production of the System, (iii) investment tax credits, production tax credits, and similar tax credits, grants or other tax benefits under federal, state or local law, and (iv) any other attributes, commodity, revenue stream or payment in connection with the System (such as ancillary or capacity revenue), in each case of (i) through (iv) relating to the construction, ownership, use or production of energy from the System, provided that Incentives shall not include RECs.

"**REC**" means a renewable energy credit or certificate under any state renewable portfolio, standard or federal renewable energy standard, voluntary renewable energy credit certified by a non-governmental organization, pollution allowance, carbon credit and any similar environmental allowance or credit and green tag or other reporting right under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program, in each case relating to the construction, ownership, use or production of energy from the System, provided that RECs shall not include Incentives.

5. **Project Completion.**

- a. **Project Development.** Seller shall diligently pursue the development and installation of the System, subject to Section 2(c), Section 11 and the remaining provisions of this Section 5.
- b. **Permits and Approvals.** Seller shall use commercially reasonable efforts to obtain the following at its sole cost and expense (each an "**Approval**"):
  - i. any zoning, land use and building permits required for Seller to construct, install and operate the System; and
  - ii. any agreements and approvals from the utility necessary in order to interconnect the System to the utility's electric distribution system.

Purchaser shall cooperate with Seller's reasonable requests to assist Seller in obtaining such Approvals, including, without limitation the execution of documents required to be provided by Purchaser to the local utility.

- c. **Commencement of Installation.** Seller shall exercise commercially reasonable efforts to achieve Commencement of Installation of the System within eighteen (18) months after the Effective Date. "**Commencement of Installation**" means the date that Seller or its installation contractor has begun physical installation of the System on the Premises, which includes grading of the Project site for ground mounted Systems.

Seller's obligation to achieve Commencement of Installation of the System is conditioned upon Seller's receipt, or waiver of receipt in its sole discretion, of the following:

- i. Proof of insurance required to be maintained by Purchaser under this Agreement;
- ii. Financing commitment for construction and installation of the System;
- iii. Non-disturbance agreements pursuant to Section 14.a.iv; and
- iv. An executed copy of the easement agreement, suitable for recording, substantially in the form attached hereto as **Exhibit 4** (the "**Easement Agreement**").

d. **Force Majeure.**

- i. **Force Majeure Event.** If either Party is unable to timely perform any of its obligations (other than payment obligations) under this Agreement in whole or in part due to a Force Majeure Event, that Party will be excused from performing such obligations for the duration of the time that such Party remains affected by the Force Majeure Event; provided, that such Party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably practical. The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably practical after the affected Party becomes aware that it is or will be affected by a Force Majeure Event. If the Force Majeure Event occurs during the Term and impacts the ability of the System to deliver electricity to the Delivery Point, the Term will be extended day for day for each day delivery is suspended due to the Force Majeure Event.
  - ii. **Extended Force Majeure.** If a Force Majeure Event notified by either Party under paragraph (i) above continues for a consecutive period of one hundred eighty (180) days or more within a twelve (12) month period, then either Party may terminate this Agreement without either Party having further liability under this Agreement except: (a) liabilities accrued prior to termination, (b) Seller shall remove the System as required under Section 9 (but Purchaser shall reimburse Seller for Seller's removal costs if the Force Majeure Event affects Purchaser and Purchaser elects to terminate the Agreement) and (c) if Purchaser elects to terminate the Agreement in accordance with this Section, Purchaser shall pay the applicable Termination Payment. Notwithstanding the foregoing, if the Force Majeure Event can be corrected through repair or restoration of the System or other actions by Seller and, prior to expiration of the initial one hundred eighty (180)-day period, Seller provides written evidence to Purchaser that it is diligently pursuing such actions, then Purchaser shall not have the right to terminate this Agreement so long as Seller continues to diligently pursue such actions.
  - iii. **"Force Majeure Event"** means any event or circumstance beyond the reasonable control of and without the fault or negligence of Seller, including, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; piracy; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; animals; the binding order of any Governmental Authority; the failure to act on the part of any Governmental Authority (including, without limitation delays in permitting not caused by actions or omissions of the Party seeking such permit); unavailability of electricity from the utility grid; and failure or unavailability of equipment, supplies or products outside of Seller's control or due to a Force Majeure Event.
- e. **Extension of Time.** If Seller is delayed in achieving Commencement of Installation due to a Force Majeure Event, the time for achievement of Commencement of Installation will be automatically extended to account for the impact of the delay.
- f. **Commercial Operation.** Seller shall notify Purchaser in writing when it has achieved Commercial Operation (the date of such notice, the "**Commercial Operation Date**"). "**Commercial Operation**" means that the System is mechanically complete, capable of providing electricity to the Delivery Point at the nameplate capacity specified in Exhibit 2 and has permission to operate from the relevant Governmental Authority. Seller shall provide Purchaser with documentation to evidence that the System is ready to begin Commercial Operation upon Purchaser's reasonable request.

6. **Installation, Operation and Maintenance.**

- a. **Seller's General Obligations Regarding the System.** Subject to the terms and conditions of this Agreement, Seller shall design, engineer, install, commission, monitor, operate and maintain the System, in

each case in a good and workmanlike manner and in accordance with applicable law and prudent solar industry practices in the state in which the Premises are located. The System shall comply with all applicable rules, regulation and local building codes.

- b. **System Design Approval.** Seller shall provide Purchaser with a copy of the System design for approval prior to commencement of construction. Purchaser shall have ten (10) days after receipt to approve or disapprove the design. Failure by Purchaser to respond within such ten (10) day period shall be deemed approval of the design. If Purchaser disapproves the design, Seller shall modify the design and resubmit it for Purchaser's approval. If the System design modifications requested by Purchaser render the System non-viable, Seller may terminate this Agreement under Section 2(c) above.
- c. **System Repair and Maintenance.** Seller may suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System; provided that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser. Scheduled and unscheduled maintenance and repairs shall be undertaken at Seller's sole cost and expense, except that Purchaser shall reimburse Seller for the reasonable cost of any repairs or maintenance resulting from damage caused by Purchaser, its agents, employees or contractors.
- d. **Outages.** Upon Purchaser's written request, Seller shall take the System off-line for a total of forty-eight (48) daylight hours (as defined by the United States National Weather Service in the area where the System is located) during each Contract Year (each event an "**Outage**" and the forty-eight (48) hour period the "**Outage Allowance**"). The Outage Allowance includes all Outage hours undertaken by Seller for maintenance or repairs for which Purchaser is responsible pursuant to Section 6(b) or requested by Purchaser under this Section 6(d) (other than due to the fault or negligence of Seller). Purchaser's request shall be delivered at least forty-eight (48) hours in advance. Purchaser is not obligated to accept or pay for electricity from the System for Outages up to the annual Outage Allowance. If the aggregate hours for Outages exceed the Outage Allowance in a given Contract Year, Seller shall reasonably estimate the amount of electricity that would have been delivered to Purchaser during such excess Outages and Purchaser shall pay Seller for such amount in accordance with this Agreement.
- e. **Maintenance of Premises.** Purchaser shall, at its sole cost and expense, maintain the Premises and Improvements in good condition and repair. Purchaser, to the extent within its reasonable control, (i) shall ensure that the Premises remains interconnected to the local utility grid at all times; and (ii) shall not permit cessation of electric service to the Premises from the local utility. Purchaser is fully responsible for, and shall properly maintain in full working order and good repair, the electrical infrastructure on the Purchaser's side of the Delivery Point, including all of Purchaser's equipment that utilizes the System's outputs. Purchaser shall use commercially reasonable efforts to cooperate with Seller to comply with any technical standard of the utility providing electrical power to the Purchaser, and does not need to receive permission to operate from the utility.
- f. **No Alteration of Premises.** Not less than thirty (30) days prior to making any alterations or repairs to the Premises (except for emergency repairs) or any Improvement which may adversely affect the operation and maintenance of the System, Purchaser shall inform Seller in writing and, thereafter, shall use commercially reasonable efforts to conduct such repairs, alterations or Improvements in compliance with any reasonable request made by Seller within ten (10) days after having received such written request to mitigate any adverse effect. If any repair, alteration or Improvement result in a permanent and material adverse economic impact on the System, Purchaser may request relocation of the System under Section 8 hereof. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, Seller shall perform such work, and any re-connection or re-installation of the System, at Purchaser's cost, subject to Sections 6(b) and 6(c). Seller shall make any alterations and repairs in a good and workmanlike manner, in compliance with all applicable laws, codes and permits.

7. **Miscellaneous Rights and Obligations of the Parties.**

- a. **Access Rights.** Purchaser hereby grants to Seller and to Seller's agents, employees, contractors and the utility (i) a non-exclusive license running with the Premises (the "**Non-Exclusive License**") for access to, on, over, under and across the Premises from the Effective Date until the date that is twelve (12) months following the date of expiration or earlier termination of this Agreement (the "**License Term**"), for the purposes of performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement and otherwise as required by Seller in order to effectuate the purposes of this Agreement. In addition to the foregoing, Purchaser hereby grants to Seller an exclusive, sub-licensable license running

with the Premises (the “**Exclusive License**”, and together with the Non-Exclusive License, the “**Licenses**”) for purposes of the installation, operation, use and maintenance of the System on such exclusively licensed area of the Premises during the License Term. Seller and its employees, agents and contractors must comply with Purchaser’s site safety and security requirements when on the Premises (other than in respect of the fenced area governed by the Exclusive License) during the License Term. During the License Term, Purchaser shall preserve and protect Seller’s rights under the Licenses and Seller’s access to the Premises and shall not interfere, or permit any third parties under Purchaser’s control to interfere with such rights or access. Seller may record a customary memorandum of license in the land records respecting the Licenses.

- b. **OSHA Compliance.** Each Party shall comply with all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws and codes with respect to such Party’s performance under this Agreement.
- c. **Safeguarding the Premises.** Purchaser shall maintain the physical security of the Premises and Improvements in a manner to be expected of a reasonable and prudent owner or lessee of premises and improvements similar to the Premises and Improvements in nature and location. Purchaser shall not conduct or permit activities on, in or about the Premises or the Improvements that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. Purchaser shall indemnify Seller for any loss or damage to the System to the extent caused by or arising out of (i) Purchaser’s breach of its obligations under this Section or (ii) the acts or omissions of Purchaser or its employees, agents, invitees or separate contractors.
- d. **Insolation.** Purchaser acknowledges that unobstructed access to sunlight (“**Insolation**”) is essential to Seller’s performance of its obligations and a material term of this Agreement. Purchaser shall not, to the extent within its reasonable control, cause or permit any interference with the System’s Insolation, and shall ensure that vegetation on the Premises adjacent to the System is regularly pruned or otherwise maintained to prevent interference with the System’s Insolation. If Purchaser discovers any activity or condition that could diminish the Insolation of the System, Purchaser shall immediately notify Seller and cooperate with Seller in preserving and restoring the System’s Insolation levels as they existed on the Effective Date.
- e. **Use and Payment of Contractors and Subcontractors.** Seller shall use suitably qualified, experienced and licensed contractors and subcontractors to perform its obligations under this Agreement. However, Seller shall be responsible for the quality of the work performed by its contractors and subcontractors. Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement.
- f. **Liens.**
  - i. **Lien Obligations.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature, except such encumbrances as may be required to allow Seller access to the Premises, (each a “**Lien**”) on or with respect to the System. Seller shall not directly or indirectly cause, create, incur, assume or allow to exist any Lien on or with respect to the Premises or the Improvements, other than those Liens which Seller is permitted by law to place on the Premises due to non-payment by Purchaser of amounts due under this Agreement. Each Party shall immediately notify the other Party in writing of the existence of any such Lien following discovery of same, and shall promptly (and in all events within thirty (30) days) cause the same to be discharged and released of record without cost to the other Party; provided, however, that each indemnifying Party has the right to contest any such Lien, so long as it provides a statutory bond or other reasonable assurances of payment that either removes such Lien from title to the affected property, or that assures that any adverse judgment with respect to such Lien shall be paid without affecting title to such property.
  - ii. **Lien Indemnity.** Each Party shall indemnify the other Party from and against all claims, losses, damages, liabilities and expenses resulting from any Liens filed against such other Party’s property as a result of the indemnifying Party’s breach of its obligations under Section 7(f)(i).

8. **Relocation of System.**

If, during the Term, Purchaser ceases to conduct business operations at the Premises or vacates the Premises; the Premises have been destroyed; or the Purchaser is otherwise unable to continue to host the System or accept the electricity delivered by the System for any other reason (other than a Default Event by Seller), Purchaser may

propose in writing the relocation of the System, at Purchaser's cost, in lieu of termination of the Agreement by Seller for a Default Event by Purchaser. If such proposal is practically feasible and preserves the economic value of the agreement for Seller, the Parties shall seek to negotiate in good faith an agreement for the relocation of the System. If the Parties are unable to reach agreement on relocation of the System within sixty (60) days after the date of receipt of Purchaser's proposal, Seller may terminate this Agreement pursuant to Section 11(b)(ii).

9. **Removal of System upon Termination or Expiration.**

Upon the expiration or earlier termination of this Agreement, Seller shall, at its expense (unless expressly provided otherwise in this Agreement), remove all of the tangible property comprising the System from the Premises with a targeted completion date that is no later than twelve (12) months after the expiration of the Term. The portion of the Premises where the System is located shall be returned to substantially its original condition (excluding ordinary wear and tear), including the removal of System mounting pads or other support structures. Purchaser must provide sufficient access, space and cooperation as reasonably necessary to facilitate System removal. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser may, at its option, to remove the System to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Seller's cost.

10. **Measurement.**

- a. **Meter.** The System's electricity output during the Term shall be measured by Seller's meter, which shall be a revenue grade meter that meets ANSI-C12.20 standards for accuracy (the "**Meter**"). Purchaser shall have access to the metered energy output data via the monitoring system installed and maintained by Seller as part of the System.
- b. **Meter Calibration.** Seller shall calibrate the Meter in accordance with manufacturer's recommendations. Notwithstanding the foregoing, Purchaser may install, or cause to be installed, its own revenue-grade meter at the same location as the Meter. If there is a discrepancy between the data from Purchaser's meter and the data from the Meter of greater than two percent (2%) over the course of a Contract Year, then Purchaser may request that Seller calibrate the Meter at Purchaser's cost.

11. **Default, Remedies and Damages.**

- a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below is deemed a "**Defaulting Party**", the other Party is the "**Non-Defaulting Party**" and each of the following is a "**Default Event**":
  - i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("**Payment Default**");
  - ii. failure of a Party to perform any material obligation under this Agreement not addressed elsewhere in this Section 11(a) within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that if the Default Event cannot reasonably be cured within thirty (30) days and the Defaulting Party has demonstrated prior to the end of that period that it is diligently pursuing such cure, the cure period will be extended for a further reasonable period of time, not to exceed ninety (90) days;
  - iii. any representation or warranty given by a Party under this Agreement was incorrect in any material respect when made and is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
  - iv. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is(are) not dismissed within sixty (60) days); or,
  - v. in the case of Purchaser as the Defaulting Party only, Purchaser (A) loses its rights to occupy and enjoy the Premises, unless (I) the Parties agree upon a relocation under Section 8 above, or (II) Purchaser pays the Termination Payment determined under Section 6 of Exhibit 1 within thirty (30)

days after written request by Seller; or (B) prevents Seller from performing any material obligation under this Agreement unless such action by Purchaser is (I) is permitted under this Agreement, or (II) is cured within ten (10) days after written notice thereof from Seller.

b. **Remedies.**

- i. **Suspension.** Upon the occurrence and during the continuation of a Default Event by Purchaser, including a Payment Default, Seller may suspend performance of its obligations under this Agreement until the earlier to occur of the date (a) that Purchaser cures the Default Event in full, or (b) of termination of this Agreement. Seller's rights under this Section 11(b)(i) are in addition to any other remedies available to it under this Agreement, at law or in equity.
- ii. **Termination.** Upon the occurrence and during the continuation of a Default Event, the Non-Defaulting Party may terminate this Agreement, by providing five (5) days prior written notice to the Defaulting Party; provided, that, in the case of a Default Event under Section 11(a)(iv), the Non-Defaulting Party may terminate this Agreement immediately.
- iii. **Damages Upon Termination by Default.** Upon a termination of this Agreement pursuant to Section 11(b)(ii), the Defaulting Party shall pay a termination payment to the Non-Defaulting Party determined as follows (the "**Termination Payment**"):
  - (1) **Termination by Seller.** If Seller terminates this Agreement for a Default Event by Purchaser, the Termination Payment payable to Seller shall be equal to the sum of (i) the applicable amount set forth in the Termination Payment Schedule set forth as Item 3 of **Exhibit 1**, and (ii) any other amounts previously accrued under this Agreement and then owned by Purchaser to Seller.
  - (2) **Termination by Purchaser.** If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser will be equal to the sum of (i) the present value of the excess, if any, of the reasonably expected cost of electricity from the utility over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (ii) all direct costs reasonably incurred by Purchaser by reason of the termination; and (iii) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment determined under this Section 11(b)(iii)(2) cannot be less than zero.
- iv. **Liquidated Damages.** The Parties agree that, if Seller terminates this Agreement prior to the expiration of the Term pursuant to Section 11(b)(ii), actual damages would be difficult to ascertain, and the Termination Payment determined in accordance with Section 11(b)(iii)(1) is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement and is not a penalty.

c. **Obligations Following Termination.** If a Party terminates this Agreement pursuant to Section 11(b)(ii), then following such termination, Seller shall remove the equipment constituting the System in compliance with Section 9 above at the sole cost and expense of the Defaulting Party, *provided, however* that Seller shall not be required to remove the System following the occurrence of a Default Event by Purchaser pursuant to Section 11(a)(i), unless Purchaser pre-pays the cost of restoration reasonably estimated by Seller.

- i. **Reservation of Rights.** Except in the case of a termination under Section 11(b)(ii) and payment of a Termination Payment, if any, determined pursuant to Section 11(b)(ii), nothing in this Section 11 limits either Party's right to pursue any remedy under this Agreement, at law or in equity, including with respect to the pursuit of an action for damages by reason of a breach or Default Event under this Agreement.
- ii. **Mitigation Obligation.** Regardless of whether this Agreement is terminated for a Default Event, the Non-Defaulting Party must make commercially reasonable efforts to mitigate its damages as the result of such Default Event; provided that such obligation shall not reduce Purchaser's obligation to pay the full Termination Payment set forth in Section 6 of Exhibit 1 following a Default Event by Purchaser.

- iii. **No Limitation on Payments.** Nothing in this Section 11 excuses a Party's obligation to make any payment when due under this Agreement, including with respect to payments for electricity that would have been delivered to Purchaser but for a Purchaser breach or Default Event.

12. **Representations and Warranties.**

- a. **General Representations and Warranties.** Each Party represents and warrants to the other the following:
  - i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and will not violate any law; and this Agreement is the valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
  - ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.
- b. **Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller the following:
  - i. **Licenses.** (a) Purchaser has title to or a leasehold or other valid property interest in the Premises such that Purchaser has the full right, power and authority to grant the Licenses in Section 7(a), (b) such grant of the Licenses does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Premises and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Premises, and (c) if Purchaser does not own the Premises or any Improvement on which the System is to be installed, Purchaser has obtained all required consents from the owner of the Premises and/or Improvements, as the case may be, to grant the Licenses to Seller so that Seller may perform its obligations under this Agreement.
  - ii. **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser is bound.
  - iii. **Accuracy of Information.** All information provided by Purchaser to Seller, as it pertains to (a) the Premises, (b) the Improvements on which the System is to be installed, if applicable, (c) Purchaser's planned use of the Premises and any applicable Improvements, and (d) Purchaser's estimated electricity requirements, is accurate in all material respects.
  - iv. **Purchaser Status.** Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
  - v. **Limit on Use.** No portion of the electricity generated by the System shall be used to heat a swimming pool.
- c. **NO OTHER WARRANTY.** THE WARRANTIES SET FORTH IN SECTION 12(a) OF THIS AGREEMENT ARE PURCHASER'S SOLE AND EXCLUSIVE BASIS FOR ANY CLAIM OR LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS SECTION 12, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. OTHER THAN AS EXPRESSLY SET FORTH IN SECTIONS 12(a), NO WARRANTY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, APPLIES UNDER THIS AGREEMENT.



13. **Insurance.**

- a. **Insurance Coverage.** At all times during the Term, the Parties shall maintain the following insurance, as applicable:
  - i. **Seller's Insurance.** Seller shall maintain or ensure the following is maintained (a) property insurance on the System for the replacement cost thereof, (b) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (c) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law. Seller's coverage may be provided as part of an enterprise insurance program.
  - ii. **Purchaser's Insurance.** Purchaser shall maintain commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b. **Policy Provisions.** Each Party's insurance policies shall (i) contain a provision whereby the insurer agrees to give the other Party at least thirty (30) days (ten (10) days for non-payment of premiums) written notice before the insurance is cancelled, or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other Party.
- c. **Certificates.** Upon the other Party's request, each Party shall deliver to the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- d. **Deductibles.** Each Party shall pay its own insurance deductibles, except in the case of claims (i) resulting from a breach of this Agreement, in which case the breaching Party is responsible for payment of the non-breaching Party's deductible for any responding insurance, and (ii) covered by an indemnity set forth in this Agreement.

14. **Ownership; Option to Purchase.**

- a. **Ownership of System.**
  - i. **Ownership: Personal Property.** Throughout the Term, Seller shall be the legal and beneficial owner of the System , and all RECs and Incentives, and the System will remain the personal property of Seller and will not attach to or be deemed a part of, or fixture to, the Premises or any Improvement on which the System is installed. Each of the Seller and Purchaser agree that the Seller is the tax owner of the System and all tax filings and reports shall be filed in a manner consistent with this Agreement. The System will at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.
  - ii. **Notice to Purchaser Lienholders.** Purchaser shall use commercially reasonable efforts to place all parties having a Lien on the Premises or any Improvement on which the System is installed on notice of the ownership of the System and the legal status or classification of the System as personal property. If any mortgage or fixture filing against the Premises could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder.
  - iii. **Fixture Disclaimer.** If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Premises are located. If Purchaser is not the fee owner, Purchaser shall obtain such consent from such owner. For the avoidance of doubt, in either circumstance Seller has the right to file such disclaimer.
  - iv. **SNDA.** Upon request, Purchaser shall deliver to Seller a subordination and non-disturbance agreement in a form mutually acceptable to Seller and the provider of the subordination and non-disturbance agreement from the owner of the Premises (if the Premises are leased by Purchaser), any mortgagee with a Lien on the Premises, and other Persons holding a similar interest in the Premises.

- v. **Eviction Notice.** To the extent that Purchaser does not own the Premises or any Improvement on which the System is installed, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or applicable Improvement or termination of Purchaser's lease of the Premises and/or Improvement.

b. **Option to Purchase.**

- i. **Exercise of Option.** At the end of the seventh (7th) and fifteenth (15th) Contract Years and at the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the greater of the Fair Market Value of the System or the Termination Payment set forth in Section 3 of Exhibit 1 applicable as of the date of the transfer of title to the System. Purchaser shall notify Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be completed prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable.
- ii. **Fair Market Value.** The "**Fair Market Value**" of the System shall be determined by mutual agreement of the Parties; provided, however, if the Parties cannot agree to a Fair Market Value within thirty (30) days after Purchaser has delivered to Seller a notice of its intent to purchase the System, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System on an installed basis and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser will be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally.
- iii. **Title Transfer; Warranties; Manuals.** Seller shall transfer good title to the System to Purchaser upon Seller's receipt of the purchase price and execution by the Parties of a written instrument or agreement to effect such transfer. The System will be sold "as is, where is, with all faults". Seller will assign to Purchaser any manufacturer's warranties that are in effect as of the date of purchase and which are then assignable pursuant to their terms, but Seller otherwise disclaims all warranties of any kind, express or implied, concerning the System (other than as to title). Seller shall also provide Purchaser all System operation and maintenance manuals and logs in Seller's possession and provide Purchaser basic training on the operation and maintenance of the System upon Purchaser's reasonable request. Upon purchase of the System, Purchaser shall assume complete responsibility for the operation and maintenance of the System and liability for the performance of (and risk of loss for) the System, and, except for any Seller obligations that survive termination under Section 19(d), Seller will have no further liabilities or obligations hereunder for the System.

15. **Indemnification and Limitations of Liability.**

- a. **General.** Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party, its affiliates and the other Party's and its affiliates' respective directors, officers, shareholders, partners, members, agents and employees (collectively, the "**Indemnified Parties**"), from and against any loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from (1) any Claim (as defined in Section 15(b) relating to the Indemnifying Party's breach of any representation or warranty set forth in Section 12 and (2) injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein will require the Indemnifying Party to indemnify the Indemnified Parties for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, an Indemnified Party. This Section 15(a) does not apply to Liabilities arising out of or relating to any form of Hazardous Substances or other environmental contamination, such matters being addressed exclusively by Section 15(c).
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The

Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party may settle any Claim covered by this Section 15(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party has no liability under this Section 15(b) for any Claim for which such notice is not provided if the failure to give notice prejudices the Indemnifying Party.

c. **Environmental Indemnification.**

- i. **Seller Indemnity.** Seller shall indemnify, defend and hold harmless all of Purchaser's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 15(c)(iv)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors, agents or employees.
- ii. **Purchaser Indemnity.** Purchaser shall indemnify, defend and hold harmless all of Seller's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors, agents or employees.
- iii. **Notice.** Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance. "**Hazardous Substance**" means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

d. **Limitations on Liability.**

- i. **No Consequential Damages.** Except with respect to indemnification of third-party claims pursuant to Section 16, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers will be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature (including, without limitation, lost revenues, lost profits, lost business opportunity or any business interruption) arising out of their performance or non-performance hereunder even if advised of such. Notwithstanding the previous sentence, the Termination Payment set forth in Section 6 of Exhibit 1 shall be deemed to be direct, and not indirect or consequential damages for purpose of this Section 15(d)(i)
- ii. **Actual Damages.** Except with respect to indemnification of Claims pursuant to this Section 15, and except as otherwise limited in Section 13(c), Seller's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement cannot exceed the total payments made (and, as applicable, projected to be made) by Purchaser under this Agreement. The provisions of this Section 15(d)(ii) will apply whether such liability arises in contract, tort, strict liability or otherwise.

e. **EXCLUSIVE REMEDIES.** TO THE EXTENT THAT THIS AGREEMENT SETS FORTH SPECIFIC REMEDIES FOR ANY CLAIM OR LIABILITY, SUCH REMEDIES ARE THE AFFECTED PARTY'S SOLE AND EXCLUSIVE REMEDIES FOR SUCH CLAIM OR LIABILITY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

f. **Comparative Negligence.** Where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.

16. **Change in Law.**

- a. **Impacts of Change in Law.** If Seller determines that a Change in Law has occurred or will occur that has or will have a material adverse effect on Seller's rights, entitlement, obligations or costs under this Agreement, then Seller may so notify the Purchaser in writing of such Change in Law. Within thirty (30) days following receipt by the Purchaser of such notice, the Parties shall meet and attempt in good faith to negotiate such amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller may terminate this Agreement and remove the System and restore the Premises in accordance with Section 9 without either Party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination.
- b. **Illegality or Impossibility.** If a Change in Law renders this Agreement, or Seller's performance of this Agreement, either illegal or impossible, then Seller may terminate this Agreement immediately upon notice to Purchaser without either Party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination.
- c. **"Change in Law"** means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation, (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority.

17. **Assignment and Financing.**

- a. **Assignment.**
  - i. **Restrictions on Assignment.** Subject to the remainder of this Section 16(a), this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Purchaser may not withhold its consent to an assignment proposed by Seller where the proposed assignee has the financial capability and experience necessary to operate and maintain solar photovoltaic systems such as the System.
  - ii. **Permitted Assignments.** Notwithstanding Section 16(a)(i):
    1. Seller may, without the prior written consent of Purchaser, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement to (A) any Financing Party (as defined in Section 17(b)), (B) any entity through which Seller is obtaining financing from a Financing Party, or (C) any affiliate of Seller or any person succeeding to all or substantially all of the assets of Seller; provided, that, Seller is not released from liability hereunder as a result of any assignment to an affiliate unless the assignee assumes Seller's obligations hereunder by binding written instrument; and
    2. Purchaser may, by providing prior notice to Seller, assign this Agreement:
      - a. to an affiliate of Purchaser or a purchaser of the Premises; provided, that, Purchaser is not released from liability hereunder by reason of the assignment unless the assignee assumes Purchaser's obligations hereunder by binding written instrument on terms satisfactory to Seller, including as to the assignee's creditworthiness; and
      - b. to an assignee that has an Investment Grade credit rating at the time of the assignment. **"Investment Grade"** means the assignee has a long-term unsecured debt rating from Moody's or S&P of at least Baa3 from Moody's and/or at least BBB- from S&P.
  - iii. **Successors and Permitted Assignees.** This Agreement is binding on and inures to the benefit of successors and permitted assignees. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Seller.
- b. **Financing.** The Parties acknowledge that Seller may obtain debt or equity financing or other credit support from lenders, investors or other third parties (each a **"Financing Party"**) in connection with the

installation, construction, ownership, operation and maintenance of the System. In furtherance of Seller's financing arrangements and in addition to any other rights or entitlements of Seller under this Agreement, Purchaser shall timely execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels and negotiate any amendments to this Agreement that may be reasonably requested by Seller or the Financing Parties; provided, that such estoppels, consents to assignment or amendments do not alter the fundamental economic terms of this Agreement.

- c. **Termination Requires Consent.** Seller and Purchaser agree that any right of Seller to terminate this Agreement is subject to the prior written consent of any Financing Party.

18. **Confidentiality.**

- a. **Confidential Information.** To the maximum extent permitted by applicable law, if either Party provides confidential information ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information of the other Party, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Seller, financing, of this Agreement. The terms of this Agreement (but not the fact of its execution or existence) are considered Confidential Information of each Party for purposes of this Section 18(a).
- b. **Permitted Disclosures.** Notwithstanding Section 18(a):
- i. a Party may provide such Confidential Information to its affiliates and to its and its affiliates' respective officers, directors, members, managers, employees, agents, contractors, consultants and Financing Parties (collectively, "Representatives"), and potential direct or indirect assignees of this Agreement if such potential assignees are first bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information. Each Party is liable for breaches of this provision by any person to whom that Party discloses Confidential Information.
- ii. Confidential Information does not include any information that (a) becomes publicly available other than through breach of this Agreement, (b) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena, (c) is independently developed by the receiving Party, or (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall reasonably cooperate with the other Party's efforts to limit the disclosure to the extent permitted by applicable law.
- c. **Miscellaneous.** All Confidential Information remains the property of the disclosing Party and will be returned to the disclosing Party or destroyed (at the receiving Party's option) after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party acknowledges that the disclosing Party would be irreparably injured by a breach of this Section 18 by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, for breaches of this Section 18. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 18, but will be in addition to all other remedies available at law or in equity. The obligation of confidentiality will survive termination of this Agreement for a period of two (2) years.
- d. **Goodwill and Publicity.** Neither Party may (a) make any press release or public announcement of the specific terms of this Agreement or the use of solar or renewable energy involving this Agreement (except for filings or other statements or releases as may be required by applicable law), or (b) use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party. The Parties shall coordinate and cooperate with each other when making public announcements regarding this Agreement, the System and its use, and each Party may promptly review, comment upon and approve any publicity materials, press releases or other public statements before they are made. Notwithstanding the above, Seller is entitled to place signage on the Premises reflecting its association with the System.

19. **General Provisions**

- a. **Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (i) the singular includes the plural and vice versa, (ii) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement, (iii) references to any agreement, document or instrument mean such agreement, document or instrument as amended, restated, modified, supplemented or replaced from time to time, and (iv) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and will not be considered in interpreting this Agreement. As used in this Agreement, “dollar” and the “\$” sign refer to United States dollars.
- b. **Choice of Law; Dispute Resolution.** The law of the state where the System is located governs all matters arising out of this Agreement without giving effect to conflict of laws principles. Any dispute arising from or relating to this Agreement shall be arbitrated in Chicago, Illinois. The arbitration shall be administered by AAA in accordance with its arbitration Rules and Procedures, and judgment on any award rendered in such arbitration may be entered in any court of competent jurisdiction. If the Parties agree in writing, a mediator may be consulted prior to arbitration. The prevailing Party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys’ fees and costs.
- c. **Notices.** All notices under this Agreement shall be in writing and delivered by hand, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and will be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices must be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either Party may specify in writing.
- d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement, including, without limitation provisions related to billing and payment and indemnification, will survive termination of this Agreement.
- e. **Further Assurances.** Each Party shall provide such information, execute and deliver any instruments and documents and to take such other actions as may be reasonably requested by the other Party to give full effect to this Agreement and to carry out the intent of this Agreement.
- f. **Waivers.** No provision or right or entitlement under this Agreement may be waived or varied except in writing signed by the Party to be bound. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly provided.
- g. **Non-Dedication of Facilities.** Nothing in this Agreement may be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party may knowingly take any action that would subject the other Party, or other Party’s facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party may assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party’s performance under this Agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use commercially reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller may terminate this Agreement without further liability under this Agreement except with respect to liabilities accrued prior to the date of termination and remove the System in accordance with Section 9 of this Agreement.
- h. **Service Contract.** The Parties intend this Agreement to be a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser shall not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- i. **No Partnership.** No provision of this Agreement may be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other.

- j. **Entire Agreement, Modification, Invalidity, Captions**. This Agreement constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such provision shall not be read to render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be rectified or interpreted so as to best accomplish its objectives within the limits of applicable law.
- k. **Forward Contract**. The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- l. **No Third-Party Beneficiaries**. Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto, and the Financing Parties to the extent provided herein or in any other agreement between a Financing Party and Seller or Purchaser, and do not imply or create any rights on the part of, or obligations to, any other Person.
- m. **Counterparts**. This Agreement may be executed in any number of separate counterparts and each counterpart will be considered an original and together comprise the same Agreement.

End of Exhibit 3

**Exhibit 4**  
**Easement Agreement**

This EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ (the “Effective Date”), by and between (“Grantor”): City of Kewanee and (“Grantee”): SPV (194 N Fischer Ave, Kewanee, IL) Solar LLC

**Recitals**

- A. Grantor is the owner of those certain parcels or tracts of ground located at:  
WWTP: 194 N Fischer Ave, Kewanee, IL 61443  
and more particularly described by metes and bounds on **Attachment A** attached hereto and incorporated herein (all of which parcels or tracts of ground are referred to herein as the “**Premises**”).
- B. Grantor and Grantee entered into a certain Solar Power Purchase Agreement (the “**Solar Agreement**”) pursuant to which the Grantee has agreed to design, construct, install, operate and maintain a certain solar photovoltaic system on the Premises (the “**System**”) for the purpose of providing electric energy to portions of the facilities or facility (the “**Facility**”) located on the Premises.
- C. Grantor desires to grant to Grantee the rights described herein for the purposes of designing, installing, operating, maintaining and removing the System on and from the Property.

**Agreement**

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and agreements set forth below, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged and confirmed by Grantor, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys unto Grantee, its successors and assigns, a non-exclusive easement for the period of time set forth herein, across, over, under and above the Facility in order to construct, install, alter, protect, repair, maintain, replace, operate, maintain and remove the System, including any related interconnection equipment and any facilities or equipment appurtenant thereto as Grantee may from time to time require. Grantor also hereby grants and conveys unto Grantee all other easements across, over, under and above the Property as reasonably necessary to provide access to and services reasonably required for Grantee’s performance under the Solar Agreement. The easements granted hereunder shall run with and burden the Property for the term of this Agreement.
2. **Term.** This Agreement shall be for a period commencing on the Effective Date and expiring on the date that is the earliest to occur of (a) the fortieth (40<sup>th</sup>) anniversary of the Effective Date, and (b) one hundred twenty (120) days following expiration of the term of the Solar Agreement, and (c) earlier termination of the Solar Agreement due to default by Grantee thereunder. No delay or interruption by Grantee in the use or enjoyment of any right or easement hereby granted shall result in the loss, limitation or abandonment of any of the right, title, interest, easement or estate granted hereby.
3. **Obstructions.** In addition to the rights afforded Grantee under the Solar Agreement, Grantee may from time to time remove structures, trees, bushes, or other obstructions within such portions of the Facility, and may level and grade such portions of the Property, to the extent reasonably necessary to carry out the purposes set forth herein; provided that Grantor gives its prior written consent to such removal, leveling or grading, such consent not to be unreasonably



withheld, delayed or conditioned. Grantor covenants for itself, its heirs, successors and assigns that:

- a. Grantor will not build or place, or allow to be built or placed, any structure or obstruction of any kind within such portions of the Facility on which is located any portion of the System, including any related interconnection equipment; and
  - b. if such a structure or obstruction is built or placed within any portion of the Facility on which is located any portion of the System, including any related interconnection equipment, Grantor will remove the same at the request of the Grantee at no cost to the Grantee. Grantee may erect a fence on such portions of the Property or the Facility on which any portion of the System, are located in order to exclude Grantor and others from accessing such areas provided that Grantor gives its prior written consent, such consent not to be unreasonably withheld, delayed or conditioned.
4. **Reservation of Rights.** Grantor reserves the right to use or authorize others to use the Property and the Facility in any manner not inconsistent with or which will not unreasonably interfere with the rights granted herein, provided, however, that Grantor shall not, nor shall permit others to, disturb the System, including any related interconnection equipment, in any way without prior written approval of the Grantee.
5. **Title.** Grantor represents and warrants to Grantee that (a) Grantor holds fee simple title to the Premises, free and clear of all liens and any other encumbrances, and (b) no lien or other encumbrance to which the Premises is subject would reasonably be expected to adversely impact Grantee's rights hereunder or under the Solar Agreement. Grantor further represents and warrants to Grantee that Grantor has the right to execute and deliver this Agreement and to grant to Grantee the easements and other rights hereunder, and that such grant does not, and will not, violate or breach Grantor's organizational documents, any law, rule or regulation, or any contract, agreement or arrangement to which Grantor is a party or by or to which any of Grantor's assets or properties, including the Premises or the Facility, is bound or subject. In the event that, after the date of this Agreement, Grantor duly grants a mortgage for additional value (the "**Subsequent Mortgage**"), Grantor shall, prior to and as a condition to the effectiveness of such grant of a mortgage, cause the mortgagee under the Subsequent Mortgage to execute and deliver to the Grantee an agreement, in customary form and in form and substance reasonably acceptable to Grantee, acknowledging the subordination of the Subsequent Mortgage to the grant of the easement pursuant to this Agreement (the "**Subordination Agreement**").
6. **Recordation; Possession.** This Agreement may be recorded against the Property by Grantee at Grantee's sole cost and expense. Grantor covenants and agrees, for itself and its assigns and successors, that the Grantee shall be entitled to exercise its rights under this Agreement upon execution and delivery of this Agreement by the Parties hereto, whether or not this Agreement is recorded.
7. **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State where the project is located, without regard to conflicts of law principles.
8. **Severability.** All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.
9. **Binding Effect; Successors and Assigns.** Grantee shall have the right to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges, and interests arising in this Agreement in accordance with the terms of the Solar Agreement. Without limiting the generality of the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors and assigns. This Agreement may be amended, modified or terminated only by written instrument, executed and acknowledged by the Parties hereto.

10. **Headings.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement.
11. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereto and supersedes any prior written or oral agreements with respect to the matters described herein.
12. **Amendments; Acknowledgments.** Grantor shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee's lender, any assignee of rights under this Agreement, or the lender of any assignee hereunder.
13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

[signature pages follow]

GRANTOR: City of Kewanee

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

GRANTEE: Clean Energy Design Group, Inc.

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

Print Name: Daniel Griffin

Title: CEO

**Exhibit 4**  
**Attachment A to Easement Agreement**  
Description of the Premises and Facility

A 1,285.2 kW DC solar system

Located on the property of City of Kewanee

Located at WWTP: 194 N Fischer Ave, Kewanee, IL 61443

End Exhibit 4



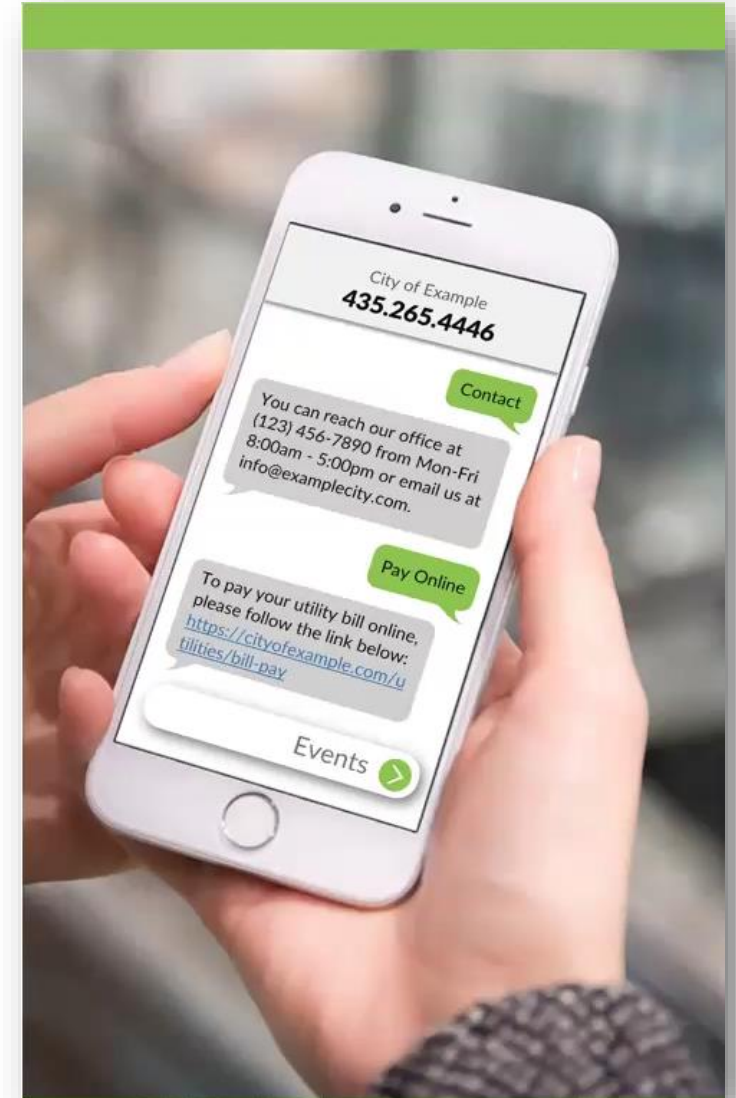
---

Send text updates to your citizens.



Enable your citizens to access information and report issues seamlessly.

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A close-up photograph of a hand holding a silver smartphone. A green speech bubble with a white border is positioned over the top half of the phone, containing the text 'TextMyGov'.

# TextMyGov<sup>TM</sup>

Let's get started!

Scan to Start Texting















iWorQ

# Create Groups Residents can Subscribe to

---

## Existing Lists

List Name	View/Manage
Boil Order 4/24/2024	
Business Licenses	
Case 1545515	
City Council Meetings	
City Events	
City Notifications	
Coliseum Events	
Employee Notifications	
IWorq Employees	
Parks and Rec	
Power Outages	
Road Closure Notifications	

## Send Group Message

List Name: City Council Meetings ▼

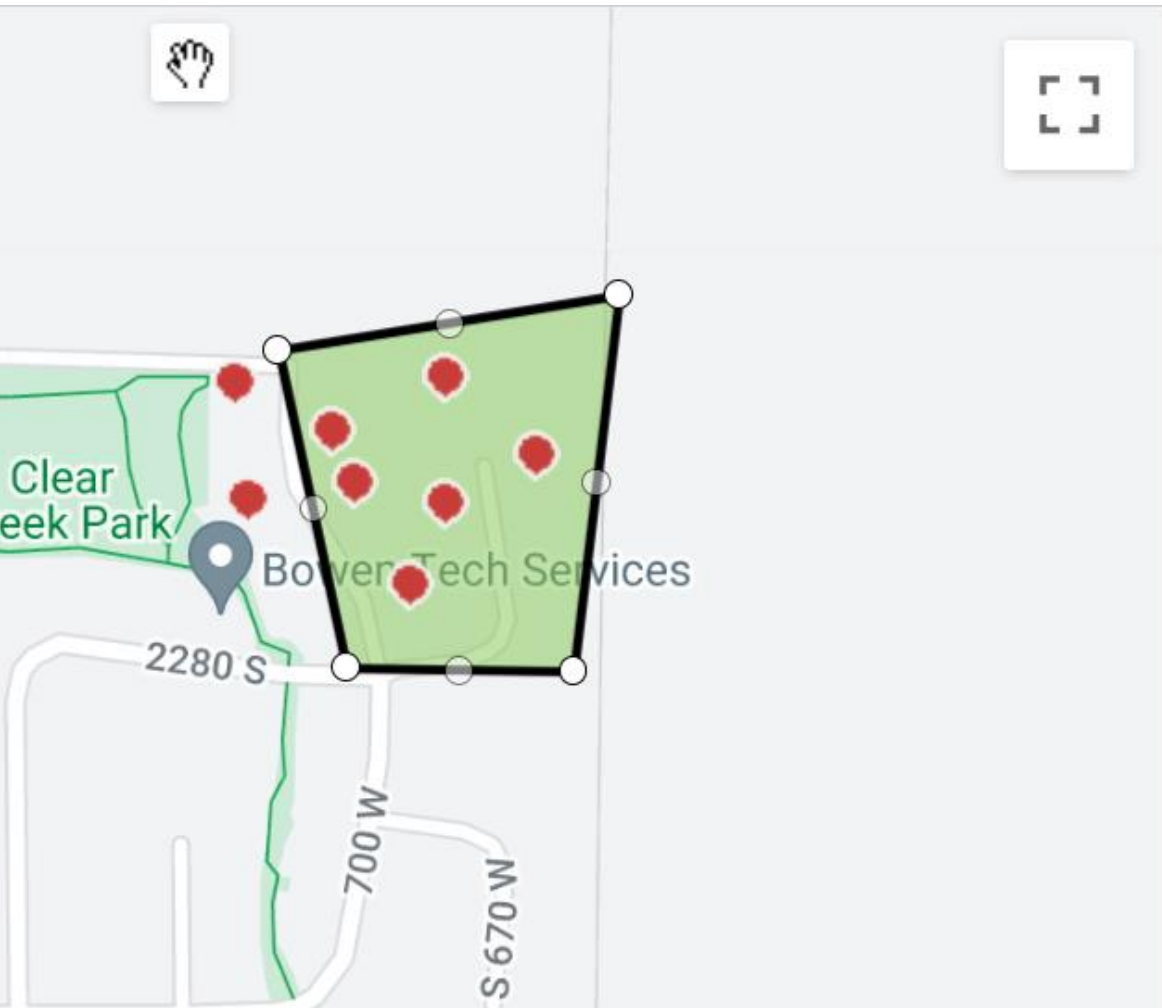
Message:

☐ Awaiting Reply ⓘ

☐ Remove 'do not reply' msg ⓘ

Send

# Use Map Selection to Send Alerts



Highlight sections on our mapping feature to create group(s) to send instant messages to citizens in the area selected.





# -Integrated Public Alert and Warning System

-In case of emergency this will have I.P.A.W.S integration to be able to force out text alerts

-No citizen sign up required for these type of alerts

Configure Alert

☒ WEA Message ☐ EAS Message ☐ NWEM Message

Alert Type

Local Emergency - Severe Expected Issue

Headline

Winter Weather Warning

Area Description

Cache County

Short Message (90 chars)

Winter Storm Warning

Long Message (360 chars)

A winter weather warning is in effect for our area. Expect hazardous conditions, including snow/ice, starting [insert time/date]. Please stay safe and avoid travel if possible. Stay tuned for updates and take precautions to protect yourself and loved ones.

Expire Time

2 Hours

Send Alert

# *Key Words*

- Citizens can find automatic answers 24/7 to their questions by texting in key words such as:

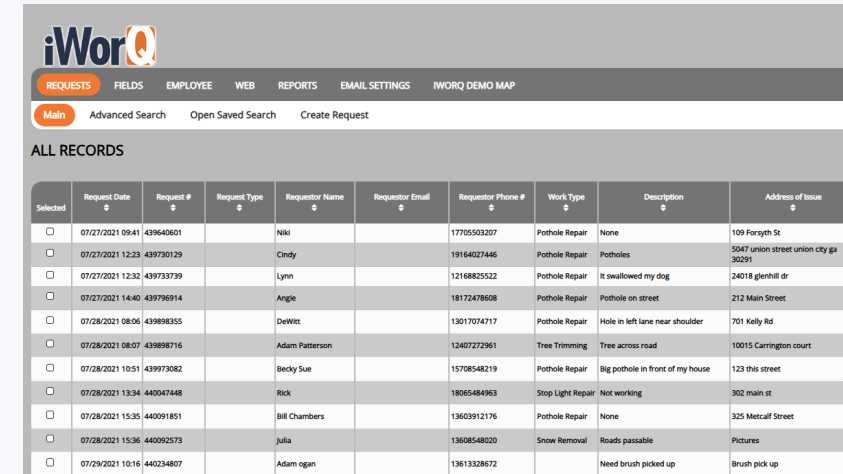
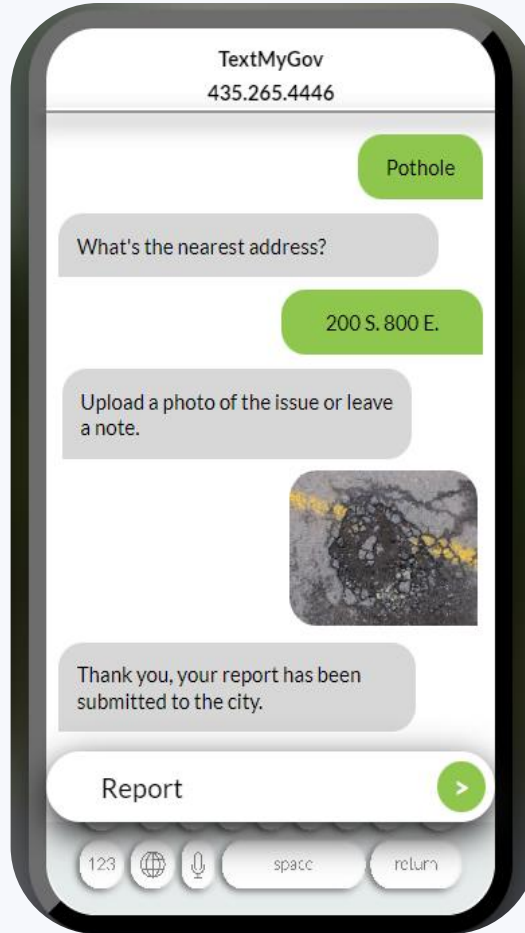
- Trash Pickup
- Bill Pay
- Pool Hours
- Leaf Pickup
- Utility Sign Up
- Library
- Voting



# Text To Report

- Citizens will report issues by:
1. Texting a key word
  2. Answering automated questions
  3. Attaching images if necessary

These requests will then be filtered automatically into iWorq by subject or be sent to the appropriate staff email.



The image shows the iWorq web interface. At the top is the iWorq logo and a navigation bar with links: REQUESTS, FIELDS, EMPLOYEE, WEB, REPORTS, EMAIL SETTINGS, and IWORQ DEMO MAP. Below this is a sub-navigation bar with: Main, Advanced Search, Open Saved Search, and Create Request. The main content area is titled "ALL RECORDS" and contains a table with the following columns: Selected, Request Date, Request #, Request Type, Requestor Name, Requestor Email, Requestor Phone #, Work Type, Description, and Address of Issue. The table lists 15 records of various issues like potholes, tree trimming, and snow removal.

Selected	Request Date	Request #	Request Type	Requestor Name	Requestor Email	Requestor Phone #	Work Type	Description	Address of Issue
<input type="checkbox"/>	07/27/2021 09:41	439642601		Niki		17705503207	Pothole Repair	None	109 Forsyth St
<input type="checkbox"/>	07/27/2021 12:23	439730129		Cindy		19164027446	Pothole Repair	Potholes	5047 union street union city ga 30291
<input type="checkbox"/>	07/27/2021 12:32	439733739		Lynn		12168825522	Pothole Repair	It swallowed my dog	24018 glenhill dr
<input type="checkbox"/>	07/27/2021 14:40	439796914		Ange		18172478608	Pothole Repair	Pothole on street	212 Main Street
<input type="checkbox"/>	07/28/2021 08:06	439898355		DeWitt		13017074717	Pothole Repair	Hole in left lane near shoulder	701 Kelly Rd
<input type="checkbox"/>	07/28/2021 08:07	439898716		Adam Patterson		12407272961	Tree Trimming	Tree across road	10015 Carrington court
<input type="checkbox"/>	07/28/2021 10:51	439973082		Becky Sue		15708548219	Pothole Repair	Big pothole in front of my house	123 this street
<input type="checkbox"/>	07/28/2021 13:34	440047448		Rick		18065484963	Stop Light Repair	Not working	302 main st
<input type="checkbox"/>	07/28/2021 15:35	440091851		Bill Chambers		13603912176	Pothole Repair	None	325 Metcalf Street
<input type="checkbox"/>	07/28/2021 15:36	440092573		Julia		13608548020	Snow Removal	Roads passable	Pictures
<input type="checkbox"/>	07/29/2021 10:16	440234807		Adam ogan		13613328672		Need brush picked up	Brush pick up



The City of

iWor

Request

All requests will be received and processed during regular business hours.

\* Indicates required field

Issue Details

Address of Issue:

485 Pine Ave, Pacific Grove, CA 93950, USA

Type an address or pick a point on the map.

Description:

Work Type:

Nothing selected

Your Information

\* Requestor Name:

\* Requestor Email:

\* Requestor Phone #:

Upload Files

Files

Choose Files

Submit

Pacific Grove

Keyboard shortcuts

Map data ©2024 Google

Terms

Report a map error

Accessibility

# “Best of Both Worlds”

No matter how citizens choose to report, it all looks the same on your end.



Request

Requestor Name: [Text Field]  
Requestor Email: [Text Field]  
Requestor Phone: [Text Field]

Issue Details  
Address of Issue: [Text Field]  
Work Type: [Dropdown Menu]  
Description: [Text Area]

Upload Files  
Choose File  
Submit

Map

iWorQ									
REQUESTS   FIELDS   EMPLOYEE   WEB   REPORTS   EMAIL SETTINGS   IWORQ DEMO MAP									
Main   Advanced Search   Open Saved Search   Create Request									
ALL RECORDS									
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# Set Up - 30 Day Goal

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## Our Responsibility

- Import database of phone numbers and addresses
- Purchase Phone Number
- Create Account and Login
- Provide successful examples and advice from our current clients
- Create widget for your website
- Create flyers and other promotional material
- Set up reporting and key word options



## Your Responsibility

- Identify staff who would like to begin using the program
- Attend 3 40-minute training meetings with our project manager
- Come ready with ideas of what messages you might want to send to residents and how you would like to receive alerts