



**AGENDA FOR  
CITY COUNCIL MEETING**

*Council Chambers*

401 E Third Street

Kewanee, Illinois 61443

**Closed Session** starting at 6:30 p.m.

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

**Monday, May 22, 2017**

Posted by 7:00 p.m., May 19, 2017

1. Call to Order
2. Executive Session pursuant to Section 2(c)(1) of the Open Meetings Act to discuss personnel and Section 2 (c)(2) to discuss collective bargaining.
3. Pledge of Allegiance
4. Consent Agenda
  - a. Approval of Minutes
  - b. Payroll
  - c. Staff Reports
5. Presentation of Bills and Claims
6. **Public Hearing:** Conduct a public Hearing on the Appropriations Ordinance for the municipal fiscal year from May 1, 2017 through April 30, 2018.
7. Citizen Participation
8. Business:
  - a. **Semi-Annual KEDC Update**
  - b. **Acceptance of the Minutes** from the Zoning Board of Appeals from its meeting on May 17.
  - c. **Consideration of an Ordinance** granting a variance to Brian and Amanda Forrest for property located at 613 East Street South.
  - d. **Consideration of a Resolution** to authorize use of the public alley and parking area in the 200 block of West Second Street by Hype Inc. d/b/a Cerno's Bar & Grill for a beer garden in conjunction with events known as Concerts in the Alley, Summer Series.
  - e. **Consideration of a Resolution** to authorize use of the public alley and parking area in the 200 block of West Second Street by Hype Inc. d/b/a Cerno's Bar & Grill for a beer garden in conjunction with Hog Days, September 1, 2 & 3, 2017.
  - f. **Consideration of an Ordinance** amending Chapter 155 in regards to trailer definitions.
  - g. **Consideration of an Ordinance** amending Section 111.19 Issuance of License when certain requirements are met of Chapter 111 Alcoholic Liquor to include required BASSET program certifications.
  - h. **Consideration of an Ordinance** appropriating funds for the municipal fiscal year from May 1, 2017 through April 30, 2018.
  - i. **Consideration of a Resolution** authorizing the City Manager to execute a five year collective bargaining agreement with AFSCME Council 31 Local 764.
  - j. **Consideration of a Resolution** for maintenance of streets and highways by the City of Kewanee for Fiscal Year 2017-2018, under the Illinois Highway Code.
  - k. **Consideration of an Ordinance** amending Sections 50.09 and 50.10 of Chapter 50 Public Works and Sections 92.06 Rates and Charges and 92.08 Placement of Headstones Permit Required of Chapter 92 Cemetery in regards to corresponding fees.
  - l. **Consideration of a Resolution** authorizing an agreement to provide janitorial services for Kewanee City Hall and the Amtrak Depot.
  - m. **Consideration of a Resolution** declaring certain Police Department excess due to pending officer retirements.
9. Council Communications:
10. Announcements:
11. Adjournment



## MEMORANDUM

**Date:** May 19, 2017  
**From:** Gary Bradley, City Manager  
**To:** Mayor & Council  
**RE:** Council Meeting of **Monday, May 22, 2017**

**CLOSED MEETING AT 6:30 P.M.**  
**REGULAR MEETING AT 7:00 P.M.**

1. **Economic Development** – Met with several business regarding various incentive programs.
2. **Economic Development 2**— I will not be attending ICSC this year, as it conflicts with this Council Meeting and other tasks and meetings.
3. **Small Business Day Luncheon** –was held Tuesday, May 16<sup>th</sup> in Galesburg from 11:30 to 1:30. The guest speaker was Don Moffitt. We had six businesses in Kewanee that won awards, with only four awards going to businesses in other communities.
4. **RFPs** –RFPs for the housing study and financial advisor were published on the City's website and are available to interested companies that provide such services. The RFP process closes for each on May 26<sup>th</sup>.
5. **AFSCME** – Negotiations continued with AFSCME on Monday, May 8<sup>th</sup>. We have reached a tentative agreement, which the Union voted to accept on May, 17. More details will be provided in closed session.
6. **Sewer Improvements** – The two significant sewer projects on Burlington Avenue and Ninth Street are complete, with the exception of surface restoration.
7. **Enterprise Zone** – I attended one day of the Enterprise Zone conference last week. I have a better understanding of the difficulties the State is facing with regards to their reporting process and their timeline for review and approval of the current applications. They received 12 applications and are awarding 9. They have not yet met to review the applications that were received in December. They will have public meetings sometime between now and September when they plan to announce the awardees.
8. **Street Improvements** – Staff is compiling the information needed to order risers for manholes and expects to make such order next week. We anticipate the corrections to be made to the pavement around manholes within the next month.

SYS DATE:05/19/17

CITY OF KEWANEE  
A / P W A R R A N T L I S T  
REGISTER # 101  
Friday May 19,2017

SYS TIME:16:06  
[NW1]

DATE: 05/19/17

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 ACTION FLAG CO			433.48	
27607	38-71-611	FLAGS		233.48
27607	58-36-652	FLAGS		200.00
01 ADVANCED BUSINESS SYSTEMS INC			80.80	
INV57012	01-11-512	MAINT CONTRACT		80.80
01 ADVANCED PLUMBING & MECHANICAL			4410.00	
9396	52-43-515	VAC NINTH STREET		3240.00
9489	52-43-515	VAC BURLINGTON AVE		1170.00
01 AEP ENERGY			347.57	
D050417FP	54-54-571	FRANCIS PARK ELECTRIC		22.77
D050417KL	52-93-571	KENTVILLE LIFT STATION		2.76
D050417LL	52-93-571	LAKE ST LIFT ST ELECTRIC		102.10
D050417WW3	51-93-571	WATER WELL 3 ELECTRIC		200.27
D050517	52-93-571	FISCHER AVE LIFT ST		19.67
01 AIRGAS MID AMERICA			219.15	
9063058187	01-22-612	OXYGEN		49.74
9063060738	51-93-512	PROPANE TANK REFILL		37.36
9944446262	01-22-612	OXYGEN		100.70
9944555599	51-93-512	PROPANE TANK RENTAL		31.35
01 ALEXIS FIRE EQUIP CO			250.71	
0059072-IN	01-22-830	FLASHLIGHT REPAIRS		250.71
01 ALLDATA CORPORATION			950.00	
2002973497	62-45-537	ANNL SUB SVC MANUALS		950.00
01 ALLIED LOCK & SAFE TECHNICIANS			220.00	
32694	38-71-549	REPR PD DOOR/ELCTRC STRKE		220.00
01 AMEREN ILLINOIS			19449.78	
D051017	01-11-571	ST LIGHTS & SIGNALS		7196.05
D051017	01-52-571	POWER/PARKS		42.67
D051017	51-93-571	POWER/WTPS		5507.47
D051017	52-93-571	POWER/WWTP		5302.46
D051017	54-54-571	POWER/FR PK		94.25
D051017	58-36-571	POWER/CEM		160.12
D051017	62-45-571	POWER/MUN BLDGS		1098.53
D051017	01-21-539	POWER/POUND		48.23
01 AUCA CHICAGO MC LOCKBOX			133.40	
1590901166	62-45-471	UNIFORM RENTAL		33.35
1590910199	62-45-471	UNIFORM RENTAL		33.35
1590918565	62-45-471	UNIFORM RENTAL		33.35
1590927214	62-45-471	UNIFORM RENTAL		33.35
01 B & B PRINTING			69.75	
20086	01-21-651	PD ENVELOPES		69.75
01 B & B LAWN EQUIPMENT & CYCLERY			701.09	
168337	58-36-512	SERVICE TORO 5000		277.68
169276	58-36-652	BUMP HEADS, GAUGE WH		202.25
169277	58-36-652	DECK BLADES		221.16
01 BOCK INC			53872.19	

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DATE: 05/19/17

PAGE 2

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38	51-93-515	CONTRACT PAYMENT		14403.12
38	52-93-515	CONTRACT PAYMENT		39469.07
01 BREEDLOVE'S SPORTING GOODS 30556	01-21-159.7	CAMP 911 TSHIRTS	444.70	444.70
01 CAMBRIDGE TELCOM SERVICES INC D050917	01-11-537	FIBER INTERNET	485.00	485.00
01 CITY OF KEWANEE - HEALTH CARE			105050.63	
HLTH-5/17	01-11-541	HEALTH INS/F&A		1674.11
HLTH-5/17	01-21-451	HEALTH INS/PD		39898.05
HLTH-5/17	01-22-451	HEALTH INS/FO		29832.52
HLTH-5/17	01-41-451	HEALTH INS/PW		7002.72
HLTH-5/17	01-52-451	HEALTH INS/PARKS		457.54
HLTH-5/17	51-42-451	HEALTH INS/WATER		10426.00
HLTH-5/17	52-43-451	HEALTH INS/SEWER		3052.53
HLTH-5/17	57-44-451	HEALTH INS/SAN		7165.00
HLTH-5/17	58-36-451	HEALTH INS/CEM		2407.21
HLTH-5/17	01-65-451	HEALTH INS/COMM DEVE		1435.50
HLTH-5/17	62-45-451	HEALTH INS/FLEET MAINT		1699.45
01 COLWELL, BRENT			150.00	
991301	01-65-549	ELECTRICAL INSPCTN		25.00
991302	01-65-549	ELECTRICAL INSPCTN		50.00
991303	01-65-549	ELECTRICAL INSPCTN		25.00
991304	01-65-549	ELECTRICAL INSPCTN		50.00
01 COMPLETE INTEGRATION AND SERVI 332182	52-93-512	REPLC DIFF SENSORS	4252.00	4252.00
01 HENRY COUNTY COLLECTOR			1019.28	
1119-2016	01-11-549	1119 ROSE ST PROP TAX		535.38
607-2016	01-11-549	607 N TREMONT PROP TAX		483.90
01 DALE PRICE COAL YARD			696.31	
F26778	52-93-512	ROAD MIX/WWTP		343.81
F26869	52-93-512	ROAD MIX/WWTP		352.50
01 DARSIDAN, RAYMOND JR			72.00	
D051117	01-22-563	4 HRS PARAMEDIC TRAINING		72.00
01 DELL MARKETING LP			1900.00	
10145848232	62-45-830	FLEET MAINT COMPUTER		1900.00
01 DOOLEY BROS PLUMBING			557.53	
4.1063	52-93-512	CAMERA CLARIFIER LINE		457.50
4.1067	52-93-619	PVC CEMENT		22.42
4.1067	54-54-618	PLUMBING PARTS		77.61
01 DUARTE, MARGARITA			520.72	
D051517	01-41-617	SIDEWALK REPLACEMENT		520.72
01 EJ EQUIPMENT INC			2855.16	
W03139	52-43-830	INSTL LOCATING SONDE/SEWER CAM		2855.16
01 FARM KING OF KEWANEE			274.15	
753071	52-93-619	PAINT, ANCHOR, DRILLBIT		20.47
753075	52-93-619	SHELF BRACKET		31.98
753082	52-93-619	BRASS NIPPLE, GAS CONTAINER		23.88

DATE: 05/19/17

PAGE 3

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
753465	01-52-652	WEED CONTROL		79.98
753465	54-54-830	PIPE BRUSH, TUBE CUTTER		28.06
753471	52-93-619	SHELF BRACKET		9.29
753474	52-93-619	SUMP PUMP HOSE		13.99
753816	52-93-619	TURN BUTTON		3.29
753818	58-36-652	KEYS/SWT FENCE		2.59
753943	52-93-619	FILES, BLADES, ADAPTR		49.14
753945	52-93-619	BUSHING, QUICK DISC PLUG		11.48
01 FESLER, ROLLIN E D051217	01-41-617	SIDEWALK REPLACEMENT	117.00	117.00
01 GASVODA & ASSOCIATES, INC INV1700874	52-93-512	REPR FLOWMETERS/LAKE ST LIFT	3126.60	1429.30
INV1700960	52-93-512	REPR FLOWMETERS/LAKE ST		1697.30
01 TRIZETTO PROVIDER SOLUTIONS 1XQ2051700	01-22-579	MONTHLY BILLING CHG	42.10	42.10
01 GETZ FIRE EQUIPMENT CO I1-721397	01-21-512	ANNL SERVICE	29.00	29.00
01 HOLTON, FRANK N D042017	52-43-515	VAC TRUCK BURLINGTON	400.00	400.00
01 HAYES, RAY JR D050417	52-43-515	TANDEM TRUCK/BURLINGTON	1162.50	1162.50
01 HD SUPPLY WATERWORKS LTD G928093	51-93-850	HIGH SVC PUMP METER	21864.52	487.99
H056660	51-42-615	WATER PARTS STOCK		1800.18
H065649	33-49-850	9TH STREET PARTS		2217.04
H076656	33-49-850	9TH STREET PARTS		412.94
H092959	52-43-615	SEWER PARTS STOCK		5092.19
H102061	33-49-850	9TH STREET PARTS		145.00
H121852	51-42-615	WATER PARTS BURLINGTON		462.52
H122225	51-42-615	WATER PARTS BURLINGTON		7515.60
H123453	51-42-615	WATER PARTS/BURLINGTON		3731.06
01 HENRY CO CLERK/RECORDER D050117	51-42-533	WATER LIENS RELEASED	216.00	216.00
01 HENRY COUNTY SHERIFF'S OFFICE D050917	01-21-551	REIMB FOR CERT MAIL	6.59	6.59
01 HENRY SCHEIN, INC 41184192	01-22-612	MEDICAL SUPPLIES	944.00	302.40
41325305	01-22-612	MEDICAL SUPPLIES		527.60
41609121	01-22-612	MEDICAL SUPPLIES		114.00
01 HORN, ROB 17-14E	01-22-562	MILEAGE REIMBURSEMENT	127.97	127.97
01 HYDRAULIC & INDUSTRIAL PRODUCT 11406	52-93-512	HYD CYLINDER REPAIR	341.77	341.77
01 ILLINOIS ASSOCIATION OF CHIEF 2017-346	01-11-541	PD TESTING SUPPLIES	315.50	315.50
01 ILL DEPARTMENT OF 1ST QTR 2017	22-14-453	1ST-2017 UNEMP TAX	16892.00	16892.00

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DATE: 05/19/17

PAGE 4

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 IMPACT NETWORKING 830275	01-11-512	MAINT CONTRACT	81.99	81.99
01 JOHN DEERE FINANCIAL 670430	01-52-512	MOWER PARTS	507.53	215.76
677046	58-36-512	MOWER PARTS		53.48
680825	58-36-652	SCREW & WASHER		2.80
819254	58-36-652	MOWER PARTS		103.88
822990	01-52-512	CASTER WHEELS/FR PK		131.61
01 KNOX COUNTY LANDFILL D043017	57-44-573	GARBAGE DISPOSAL	48931.86	48931.86
01 LAVERDIERE CONSTRUCTION INC A9782	52-43-515	BURLINGTON SEWER REPR	28102.50	27422.50
A9783	33-49-850	9TH STREET SAW CUT		680.00
01 LOCIS 38678	01-11-537	PHONE SUPPRT/NEW SERVER	40.00	40.00
01 MANNING ENVIRONMENTAL INC 6752	52-93-512	TUBING/EFFLUENT SAMPLER	61.95	61.95
01 MARTIN BROS COMPANIES INC 5457	52-43-615	ROCK, BURLINGTON AVE	24954.36	790.62
5458	01-41-582	HAUL COLD PATCH MIX		130.00
5461	33-49-850	ROCK, 9TH STREET PROJECT		5182.39
5467	33-49-850	ROCK, 9TH STREET		6371.29
5468	33-49-850	ROCK, 9TH STREET PROJECT		10549.03
5469	33-49-850	ROCK, 9TH STREET PROJECT		1931.03
01 MCI MEGA PREFERRED D050117	01-21-552	LONG DISTANCE/PD	122.23	50.57
D050117	01-11-552	LONG DISTANCE/F&A		27.58
D050117	01-41-552	LONG DISTANCE/PW		36.90
D050117	01-22-552	LONG DISTANCE/FD		2.89
D050117	54-54-552	LONG DISTANCE/FR PK		.56
D050117	58-36-552	LONG DISTANCE/CEM		3.73
01 MCLEMORE, JAMES 83242	58-36-830	REIMB SAFETY SHOES	80.00	80.00
01 MENARD'S 82717	52-93-652	SPACERS, BOLTS, WASHERS	594.34	2.75
82807	54-54-652	FR PK CLEANING SUPS		64.46
82807	54-54-611	FR PK MAILBOX/LAWN BLANKET		44.94
82807	38-71-611	WEED KILLER		39.98
82807	54-54-830	BLEACH		29.97
82810	52-93-619	PLUMBING PARTS		67.50
82853	54-54-830	DRILL KIT		95.00
82853	54-54-652	GAS CAN, OIL , PIPE SEALANT		78.47
82911	52-43-615	FORMING MATERIALS		19.18
83007	54-54-618	CONCRETE, BLADE, QTURN		46.51
83023	54-54-618	EXCHANGE ITEMS		10.01
83190	38-71-611	ANCHORS, ETC/DROP BOX		37.49

DATE: 05/19/17

PAGE 5

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
85850	52-93-619	PLUMBING PARTS		58.08
01 MICHLIG ENERGY LTD			11861.45	
04/17-DS	01-41-655	DIESEL/PW		1417.05
04/17-DS	51-42-655	DIESEL/WATER		252.47
04/17-DS	57-44-655	DIESEL/SANITATION		1567.78
04/17-DS	01-22-655	DIESEL/FD		726.07
04/17-GS	01-41-655	GASOLINE/PW		389.42
04/17-GS	51-42-655	GASOLINE/WATER		897.27
04/17-GS	52-43-655	GASOLINE/SEWER		385.05
04/17-GS	52-93-655	GASOLINE/WWTP		155.33
04/17-GS	01-22-655	GASOLINE/FD		94.43
04/17-GS	01-21-655	GASOLINE/PD		3046.72
04/17-GS	52-43-655	GASOLINE/ENGINEERING		65.27
365557	57-44-655	XFER ST DIESEL		576.49
365886	58-36-655	CEM/GASOLINE		585.13
365906	58-36-655	CEM/FUEL FILTER		10.50
366223	01-21-655	FUEL PUMP/GAS PUMPS		115.71
366223	01-22-655	FUEL PUMP/GAS PUMPS		115.71
366223	01-41-655	FUEL PUMP/GAS PUMPS		115.71
366223	51-42-655	FUEL PUMP/GAS PUMPS		115.72
366223	52-43-655	FUEL PUMP/GAS PUMPS		115.71
366223	52-93-655	FUEL PUMP/GAS PUMPS		115.72
366223	57-44-655	FUEL PUMP/GAS PUMPS		115.72
96809	58-36-655	CEM/GASOLINE		585.75
96812	58-36-655	CEM/DIESEL		296.72
01 NORTHERN SAFETY CO INC			47.96	
902424335	51-42-473	DUST MASKS		47.96
01 O'REILLY AUTOMOTIVE STORES, IN			268.23	
1143200449	52-93-619	BATTERY		71.11
1143200675	52-93-619	STARTER FLUID		3.49
1143200789	62-45-613	RETURN COOLANT HOSE		36.73-
1143200963	62-45-613	RETURN SWAY BAR BUSHING		12.80-
1143201091	58-36-512	GASKET PAPER		3.16
1143203230	58-36-652	SEAFOAM		23.98
1143203811	52-93-619	WHEEL PAINT		6.99
1143204398	62-45-613	COOLANT		75.00
1143204614	54-54-652	GREASE GUN/HYD HOSE		61.11
1143204833	62-45-830	PLIERS		9.99
1143205037	62-45-612	PUSH NUTS		2.99
1143205084	62-45-830	SPRING TOOL		7.49
1143205261	62-45-613	FILTERS, PLUGS, VALVE		52.45
01 OFFICE SPECIALISTS INC			9302.71	
971914-0	01-11-537	REPL DRIVE/LOANR COMPUTR		152.48
974349-0	58-36-652	TP/CEMETERY		35.62
974349-0	54-54-652	TP/FRANCIS PARK		35.62
974349-0	38-71-611	PAPER TOWELS/TRASH BAGS		113.63
974860-0	01-11-537	SERVER INSTALL WORK		6260.00

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Friday May 19,2017

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DATE: 05/19/17

PAGE 6

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975032-0	52-93-654	PAPER TOWELS		20.77
975177-0	01-11-830	CASH REGISTER COMPUTERS		1878.00
975734-0	01-11-651	OFFICE SUPPLIES		376.67
976053-0	01-11-537	INSTL CASH REGISTERS		429.92
01 PANTHER UNIFORMS INC			599.64	
19334	01-22-471	HORN/INITIAL JACKET		125.00
19336	01-22-471	HORN/UNIFORM ALLOW		130.94
19341	01-22-471	SHOOK/UNIFORM ALLOW		343.70
01 PDC LABORATORIES INC			276.00	
862467S	51-93-542	WATER TESTING		276.00
01 THOMAS E PICKERING			150.00	
5041	01-11-537	EMAIL HOSTING		50.00
5072	01-11-537	EMAIL HOSTING		50.00
5101	01-11-537	EMAIL HOSTING		50.00
01 PUBLIC SAFETY CENTER INC			145.45	
5734400	01-22-612	MEDICAL SUPPLIES		145.45
01 RODAK, TONY			500.00	
D050817	01-41-617	SIDEWALK REPLACEMENT		500.00
01 SAINT LUKE MEDICAL CENTER			89.00	
36438633	58-36-455	RANDOM DRUG SCREEN		89.00
01 SNAP-ON TOOLS			39.25	
05081728623	51-42-653	DEEP IMPACT SOCKET		39.25
01 SPRINGER, RICHARD			72.00	
D050117	01-22-563	4 HOURS PARAMEDIC		72.00
01 STAR-COURIER			128.80	
33801	01-11-553	JANITOR BID REQUEST		94.10
33824	01-11-553	APPROPRIATION ORD NOTICE		34.70
01 STEVEN M STIVERS			94.00	
12816	01-52-512	RADIATOR REPAIR		94.00
01 TRIANGLE CONCRETE INC			4333.50	
8927	52-43-515	FLOWABLE FILL/SEWER REPR		2305.75
8927	51-42-615	CONCRETE/WATER REPRS		531.25
8927	01-41-617	SIDEWALK REPR		187.50
8927	52-43-517	CONCRETE/TENNEY ST INLET		125.00
8928	52-43-515	FLOWABLE FILL/SEWER REPRS		1184.00
01 STATE BANK OF TOULON - VISA			133.48	
D050117KN	58-36-655	CEM/NONETHANOL GASOLINE		47.33
D050117KS	01-22-561	RENEW EMT LICENSE		31.00
D050917GB	01-11-562	TRAVEL MEAL		2.04
D050917GB	01-11-537	ADOBE SUBSCRIPTION		53.11
01 WC MEDIA			450.00	
38883G15	02-61-913	BILLBOARD RENTAL		450.00
01 WELCH, BRUCE A			825.00	
D051117-215	01-41-617	SIDEWALK REPLACEMENT		250.00
D051117-219	01-41-617	SIDEWALK REPLACEMENT		575.00
01 WIPECO INC			835.00	
0075775-IN	01-41-652	FLANNEL RAGS		278.33



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PAGE 7

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
0075775-IN	51-42-652	FLANNEL RAGS		278.33
0075775-IN	52-43-652	FLANNEL RAGS		278.34
** TOTAL CHECKS TO BE ISSUED			378629.18	

SYS DATE:05/19/17

CITY OF KEWANEE  
A / P W A R R A N T L I S T  
REGISTER # 101  
Friday May 19,2017

SYS TIME:16:06  
[NW1]

DATE: 05/19/17

PAGE 8

FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
GENERAL FUND			111394.99	
ECONOMIC DEVELOPMENT			450.00	
UNEMPLOYMENT INSURANCE			16892.00	
SEWER IMPROVEMENT			27488.72	
CAPITAL MAINTENANCE/MUN. BLDG.			644.58	
WATER FUND			47257.17	
SEWER FUND			104183.67	
FRANCIS PARK			689.34	
SANITATION			58356.85	
CEMETERY FUND			5392.09	
CENTRAL MAINTENANCE			5879.77	
*** GRAND TOTAL ***			378629.18	
TOTAL FOR REGULAR CHECKS:			378,629.18	

SYS DATE:05/19/17

CITY OF KEWANEE  
A / P W A R R A N T L I S T  
Friday May 19,2017

SYS TIME:16:06

[NW1]

DATE: 05/19/17

PAGE 9

## A/P MANUAL CHECK POSTING LIST

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

PAYABLE TO REG# INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DISTR
01 HENRY COUNTY HEALTH DEPT 261 KH0417	05/18/17 01-22-579	0103 BILLING CHGS	1379.99	1379.99
01 UMB BANK, NA 261 2011B-050117	05/18/17 01-11-999	BC051817 2011B BOND INTEREST	3300.00	3300.00
01 U.S POSTAL SERVICE (HASLER) 261 D051017	05/10/17 01-11-551	52238 POSTAGE METER REFILL	3000.00	500.00
261 D051017	01-21-551	POSTAGE METER REFILL		400.00
261 D051017	01-22-551	POSTAGE METER REFILL		300.00
261 D051017	01-41-551	POSTAGE METER REFILL		200.00
261 D051017	51-42-551	POSTAGE METER REFILL		500.00
261 D051017	52-43-551	POSTAGE METER REFILL		500.00
261 D051017	57-44-551	POSTAGE METER REFILL		500.00
261 D051017	58-36-551	POSTAGE METER REFILL		100.00
31 UMB BANK, NA 261 2012-050117	05/19/17 31-71-720	BC051917 2012 BOND INTEREST	51800.00	51800.00
44 HENRY COUNTY COLLECTOR 261 531-2016	05/18/17 44-84C-549	BC051817 531 E DIVISION PROP TAX	22.68	22.68
74 YMCA 261 D051617	05/18/17 74-14-451	1127 FITNESS/MBRSHIP %	60.79	60.79

\*\* TOTAL MANUAL CHECKS REGISTERED

59563.46

## REPORT SUMMARY

CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	378629.18	7679.99	386309.17
31	.00	51800.00	51800.00
44	.00	22.68	22.68
74	.00	60.79	60.79
TOTAL CASH	378629.18	59563.46	438192.64

SYS DATE:05/19/17

CITY OF KEWANEE  
A / P W A R R A N T L I S T  
Friday May 19,2017

SYS TIME:16:06

[NW1]

PAGE 10

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

=====

PAYABLE TO		CHECK DATE	CHECK NO	AMOUNT	
REG#	INV NO	G/L NUMBER	DESCRIPTION		DISTR
=====					
=====					
DISTR	CHECKS TO	REGISTERED	TOTAL		
FUND	BE ISSUED	MANUAL			
=====					
01	111394.99	6079.99	117474.98		
02	450.00	.00	450.00		
22	16892.00	.00	16892.00		
31	.00	51800.00	51800.00		
33	27488.72	.00	27488.72		
38	644.58	.00	644.58		
44	.00	22.68	22.68		
51	47257.17	500.00	47757.17		
52	104183.67	500.00	104683.67		
54	689.34	.00	689.34		
57	58356.85	500.00	58856.85		
58	5392.09	100.00	5492.09		
62	5879.77	.00	5879.77		
74	.00	60.79	60.79		
-----					
TOTAL DISTR	378629.18	59563.46	438192.64		

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

May 18, 2017

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

RE: Report from Zoning Board of Appeals for May 17, 2017 Meeting.

The Zoning Board of Appeals convened at 7:00 p.m. on May 17, 2017 Kewanee City Hall, Council Chambers. ZBA members Peart and Dolieslager were absent. For business, there was one variance petition application upon which to conduct a public hearing.

**Case Number 1:**

**613 East St. South, side yard setback for addition for a master bedroom.**

Brian and Amanda Forrest applied for a building permit to construct a 16' by 32'6" addition to the South side of the existing house structure for a master bedroom.

The Subject Property:

*Address:* 613 East St. South.

*Legal Description:* Lt 14 East Lawn Sub Div of Lts 137, 138, 163 & 164 Original Town Wethersfield, City of Kewanee.

*Location:* Northwest corner of East St. South and Green St.

*Zoning:* R2 Single-Family Dwelling District.

*Dimensions:* 70 feet North to South by 115 feet East to West, 8,050 Sq Ft area.

*Existing Buildings or Uses:* One family dwelling with detached garage.

*Existing Land Use Map:* Low Density Residential.

*Proposed Land Use Map:* Low Density Residential.

**The Surrounding Area:**

*Zoning District(s):* Surrounding land is zoned R2 Single-Family Dwelling District to the North, South and West. The area across the street to the East is zoned R1 Single-Family Dwelling District.

**Uses of Land:**

The surrounding land contains single-family dwellings.

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### Variance Requested:

A variance of 10 ½ feet (70%), to the South Street Yard setback for the proposed addition to allow a 4 ½ foot setback versus the 15 feet setback required by §155.061-(E)-(2)-(a), building setback in the Side Street Yard, required in an R-2 One Family Dwelling District on a reversed corner lot of the City Code.

### Background Information:

Brian and Amanda Forrest contacted me and applied for a Building Permit to construct a 16 feet by 32 ½ feet addition to the South side of the existing house for a master bedroom. The existing house exists on a reversed corner lot having frontage on East St. South with the side yard to South laying adjacent to Green St. The Zoning code states:

§155.061-(E)-(2)-(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, 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.**

By allowing the addition, the existing 20 ½ feet side yard would be reduced to 4 ½ feet (please note, this is referencing to the property/Right Of Way line. Not to the edge of the street.)

According to the Henry County Assessor's Office, the existing house was built in 1907.

With consideration to the surrounding neighborhood, vision clearance at the intersection of East St. South & Green St. and after speaking with the City Manager about this petition, the City can see no adverse effect on anyone if the variance is granted and has no issues with the request.

### The Public Hearing:

At 7:00 p.m. on May 17, 2017, the hearing on the variance request at 613 East Street South was held. **Brian & Amanda Forrest** of 613 East Street South. Kewanee, Illinois, were present to represent the petition for the variance request.

- Brian Forrest stated that their family is beginning to "get cramped" with the current space they have now.

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- Amanda Forrest stated that the current bedroom that is being used as the master right now is very small and makes it difficult for both of them to access the dresser and even get dressed in the same room.
- Board member Clark asked if there has been anyone approach the Forrests in opposition to the addition. Amanda stated that she has had nothing but support from their neighbors; however, none have shown at this meeting.
- Clark stated that he spoke to the resident to the West of 613 who rent from Forrests. The resident had no objections.
- Board member Thompson asked if there was a basement. Brian stated that it was just a small-unfinished basement that gets water from time to time.
- Thompson asked if there was any way that they could build on to the North side rather than the South side. Amanda stated that they have a deck on that side of the house and had concern with water and sewer on that side of the house. Brian stated that the layout of the house would make it difficult to add on to the North.
- Board member Bracket asked Director of Community Development Edwards if there would be a vision clearance problem at the intersection of Green St and East Street South if the variance were granted. Edwards stated that he asked Brian to place a stake in the ground to indicate the Southeast corner of the potential addition. Going off the placement of the stake, Edwards stated that he did not feel there would be a significant (if any) obstruction to vision at the intersection.

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

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

### **Recommendation:**

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

Specifically, the Zoning Board of Appeals recommends the City Council grant the following variance to Brian and Amanda Forrest for their property at 613 East Street South, as to the required South side street yard setback to allow the proposed addition to the existing house:

### **Variance Requested:**

A variance of 10 ½ feet (70%), to the South Street Yard setback for the proposed addition to allow a 4 ½ foot setback versus the 15 feet setback required by §155.061-(E)-(2)-(a), building setback in the Side Street Yard, required in an R-2 One Family Dwelling District on a reversed corner lot of the City Code.



Zoning Board of Appeals  
401 E Third St  
Kewanee, IL. 61443

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There being no further business, the meeting adjourned at 7:15 p.m.

Respectfully yours,

A handwritten signature in black ink, appearing to read "Martin Medley", followed by a stylized flourish or second signature.

Martin Medley, Chairman



Zoning Board

Date May 17, 2017

Attendance

	yes	no	yes	no	yes	no	yes	no	yes	no
PEART Jeremy	abstain	<u>absent</u>	abstain	<u>absent</u>	abstain	<u>absent</u>	abstain	absent	abstain	absent
BRACKETT Stephen	<u>yes</u> abstain	no absent	<u>yes</u> abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
CLARK Richard	<u>yes</u> abstain	no absent	<u>yes</u> abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
MEDLEY Martin	<u>yes</u> abstain	no absent	<u>yes</u> abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
THOMPSON Jerry	<u>yes</u> abstain	no absent	<u>yes</u> abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
MCINTYRE David	<u>yes</u> abstain	no absent	<u>yes</u> abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
DOLIESLAGER Lance	yes abstain	<u>absent</u>	yes abstain	<u>absent</u>	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent	yes abstain	no absent
	<i>Passal</i>									

B1-47 Fines  
613 City St So.

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	May 22, 2017	
RESOLUTION OR ORDINANCE NUMBER	Ordinance #3882	
AGENDA TITLE	Ordinance granting a request for variance to Brian & Amanda Forrest at 613 East Street South.	
REQUESTING DEPARTMENT	Community Development	
PRESENTER	Keith Edwards, Director of Community Development	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Granting a variance of 10 ½ feet, to the South side street yard setback for a proposed addition to allow a 4 ½ foot setback versus the 15 feet setback required by §155.061-(E)-(2)-(a) building setback in the side street yard, required in an R-2 One Family Dwelling District on a reversed corner lot of the City Code.	
BACKGROUND	Brian and Amanda Forrest contacted me and applied for a Building Permit to construct a 16 feet by 32 ½ feet addition to the South side of the existing house for a master bedroom. The existing house exists on a reversed corner lot having frontage on East St. South with the side yard to South laying adjacent to Green St.	

<b>SPECIAL NOTES</b>	<p>By allowing the addition, the existing 20 ½ feet side yard would be reduced to 4 ½ feet (please note, this is referencing to the property/Right Of Way line. Not to the edge of the street.)</p> <p>According to the Henry County Assessor's Office the existing house was built in 1907.</p> <p>I would encourage all City Council members to perform their own onsite inspection of the property. I have asked Brian Forrest to place a marker in the ground signifying where the Southeast corner of the proposed addition would be located for reference.</p>
<b>ANALYSIS</b>	<p>With consideration to the surrounding neighborhood, vision clearance at the intersection of East St. South &amp; Green St. and after speaking with the City Manager about this petition, the City can see no adverse effect on anyone if the variance is granted and has no issues with the request.</p>
<b>PUBLIC INFORMATION PROCESS</b>	<p>Legal notice was published in the Star Courier, Post cards were mailed to all persons owning land within 300 feet of 613 East Street South</p>
<b>BOARD OR COMMISSION RECOMMENDATION</b>	<p>After discussing the facts and testimony presented, the Zoning Board of Appeals recommends, based on the authority of §33.062 of the City Code, by a vote of five in favor of the application, none opposed, two absent, that the City Council grant the variance petition as filed.</p>
<b>STAFF RECOMMENDATION</b>	<p>Staff recommends approval.</p>
<b>REFERENCE DOCUMENTS ATTACHED</b>	<p>ZBOA Minutes.</p>

ORDINANCE NO. 3882

ORDINANCE GRANTING A REQUEST FOR VARIANCE TO BRIAN AND AMANDA FORREST, 613 EAST STREET SOUTH, KEWANEE, ILLINOIS. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEWANEE, ILLINOIS, IN COUNCIL ASSEMBLED, AS FOLLOWS.

- SECTION ONE:** The City Council finds that a petition has heretofore been filed by Brian and Amanda Forrest directed to the Zoning Board of Appeals and City Council requesting that a variance be granted as to the South Street Yard setback for the proposed addition to allow a 4 ½ foot setback versus the 15 feet setback required by §155.061-(E)-(2)-(a), building setback in the Side Street Yard, required in an R-2 One Family Dwelling District on a reversed corner lot of the City Code for the following described property:  
Lt 14 East Lawn Sub Div of Lts 137, 138, 163 & 164 Original Town Wethersfield, City of Kewanee
- SECTION TWO:** The Zoning Board of Appeals conducted a hearing upon said Petition on Wednesday, May 17, 2017, in Council Chambers at 401 E. Third Street, pursuant to notice published in the Kewanee Star Courier, at which time and place the Zoning Board of Appeals heard statements of the Petitioners. There were no Objectors.
- SECTION THREE:** The Zoning Board of Appeals has recommended to the Council, by a vote of five in favor, none opposed, two absent, that a variance to the South Street Yard setback for the proposed addition to allow a 4 ½ foot setback versus the 15 feet setback required by §155.061-(E)-(2)-(a), building setback in the Side Street Yard, required in an R-2 One Family Dwelling District on a reversed corner lot of the City Code be granted.
- SECTION FOUR:** The recommendations of the Zoning Board of Appeals regarding the variance is accepted and hereby approved.
- SECTION FIVE:** The following variance shall be, and hereby is granted:  
A variance of 10 ½ feet (70%), to the South Street Yard setback for the proposed addition to allow a 4 ½ foot setback versus the 15 feet setback required by §155.061-(E)-(2)-(a), building setback in the Side Street Yard, required in an R-2 One Family Dwelling District on a reversed corner lot of the City Code.
- SECTION SIX:** This Ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

Passed by the Council of the City of Kewanee, Illinois this 22<sup>nd</sup> day of May, 2017.

ATTEST:

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

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

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

RESOLUTION NO. 5050

A RESOLUTION TO AUTHORIZE THE USE OF THE PUBLIC ALLEY AND PARKING AREA IN THE 200 BLOCK OF WEST SECOND STREET BY HYPE INC D/B/A CERNO'S BAR & GRILL FOR A BEER GARDEN ON SPECIFIC DATES IN CONJUNCTION WITH EVENTS KNOWN AS CONCERT IN THE ALLEY SUMMER SERIES, AND DECLARING THAT THIS RESOLUTION WILL BE IN FULL FORCE IMMEDIATELY.

- WHEREAS,** The proprietors of Cerno's Bar & Grill have contracted with several bands for their Summer Concert in the Alley Series; and,
- WHEREAS,** the Summer Concert Series Concerts in the alley are scheduled to place once each month over the summer, beginning May 20, which will be held inside; and
- WHEREAS,** Cerno's Bar & Grill has requested the use of the public alley immediately behind their place of business to allow for a large gathering of participants; and,
- WHEREAS,** In order to allow the event to be lawfully conducted on public property, an authorizing resolution adopted by the City Council is required.

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

**SECTION ONE:** Hype, Inc. d/b/a Cerno's Bar & Grill is authorized to use the public alley in the 200 block of West Second Street, from 5 pm to 1 am, for each of the events known as Concert in the Alley Summer Series to be held on:

**June 17, 2017  
July 14, 2017**

**SECTION TWO:** The authorization for use will be contingent upon compliance to the following provisions:

- (1)** Hype Inc d/b/a Cerno's Bar & Grill must submit proof satisfactory to the City of Kewanee of dram shop liability insurance to the maximum limits and general liability insurance covering the City of Kewanee as an additional insured.
- (2)** Alcohol consumed in designated area shall be either sold inside Cerno's Bar & Grill or inside the designated area.
- (3)** No private individuals shall bring their own alcohol to consume in said area
- (4)** Cerno's Bar & Grill shall provide access control to the area with temporary fencing and have personnel at each point of entry to, or exit from the area. Said personnel shall ensure good order is maintained and no one under the age of 21 years is in the licensed area.
- (5)** Cerno's Bar & Grill shall check identification of all persons entering the area, barring entry to anyone less than 21 years of age.

- (6) Persons over 21 years of age will be provided with a wristband to be worn and displayed at all times the person is within the permitted area.
- (7) Trash receptacles shall be provided by Cerno's Bar & Grill.
- (8) Cerno's will empty the trash receptacles and cleanup the permitted area when the event concludes.
- (9) Only plastic containers for alcohol will be allowed in the permitted area.
- (10) The Chief of Police or his designee shall have the authority to immediately close the permitted area, clear the area of users and suspend the privileges granted by this resolution in the event of any disturbance, breach of the peace or other activities which threaten the safety of the users of the area or the public as a whole.
- (11) Any violations of the terms of this resolution, or any violations of the laws of the State or provisions of the City Code pertaining to the sale of alcoholic liquor during an event covered by this license shall attach to the primary liquor license of Hype Inc d/b/a Cerno's Bar & Grill for the purpose of possible violation, suspension or revocation hearings before the Liquor Commissioner.

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

Passed by the Council of the City of Kewanee, Illinois this 22<sup>nd</sup> day of May, 2017.

ATTEST:

Melinda Edwards, City Clerk

Steve Looney, Mayor

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

RESOLUTION NO. 5051

A RESOLUTION TO AUTHORIZE THE USE OF THE PUBLIC ALLEY AND PARKING AREA IN THE 200 BLOCK OF WEST SECOND STREET BY HYPE INC D/B/A CERNO'S BAR & GRILL FOR A BEER GARDEN ON SPECIFIC DATES IN CONJUNCTION WITH HOG CAPITAL BARBECUE INC. 2017 HOG CAPITAL OF THE WORLD FESTIVAL, AND DECLARING THAT THIS RESOLUTION WILL BE IN FULL FORCE IMMEDIATELY.

- WHEREAS,** The 64<sup>th</sup> annual Hog Capital of the World Festival will be held on Friday, September 1 thru Monday, September 4, 2017; and,
- WHEREAS,** The festival draws attendance from former residents and other visitors to our community; and
- WHEREAS,** Cerno's Bar & Grill has requested the use of the public alley immediately behind their place of business to allow for a beer garden for a large gathering of attendees; and,
- WHEREAS,** In order to allow the beer garden to be lawfully conducted on public property, an authorizing resolution adopted by the City Council is required.

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

**SECTION ONE:** Hype, Inc. d/b/a Cerno's Bar & Grill is authorized to use the public alley in the 200 block of West Second Street, daily from 5 pm to 2 am the following morning, during the Hog Capital of the World Festival be held on:

**September 1, 2017  
September 2, 2017  
September 3, 2017**

**SECTION TWO:** The authorization for use will be contingent upon compliance to the following provisions:

- (1)** Hype Inc d/b/a Cerno's Bar & Grill must submit proof satisfactory to the City of Kewanee of dram shop liability insurance to the maximum limits and general liability insurance covering the City of Kewanee as an additional insured.
- (2)** Alcohol consumed in designated area shall be either sold inside Cerno's Bar & Grill or inside the designated area.
- (3)** No private individuals shall bring their own alcohol to consume in said area
- (4)** Cerno's Bar & Grill shall provide access control to the area with temporary fencing and have personnel at each point of entry to, or exit from the area. Said personnel shall ensure good order is maintained and no one under the age of 21 years is in the licensed area.
- (5)** Cerno's Bar & Grill shall check identification of all persons entering the area, barring entry to anyone less than 21 years of age.

- (6) Persons over 21 years of age will be provided with a wristband to be worn and displayed at all times the person is within the permitted area.
- (7) Trash receptacles shall be provided by Cerno's Bar & Grill.
- (8) Cerno's will empty the trash receptacles and cleanup the permitted area when the event concludes.
- (9) Only plastic containers for alcohol will be allowed in the permitted area.
- (10) The Chief of Police or his designee shall have the authority to immediately close the permitted area, clear the area of users and suspend the privileges granted by this resolution in the event of any disturbance, breach of the peace or other activities which threaten the safety of the users of the area or the public as a whole.
- (11) Any violations of the terms of this resolution, or any violations of the laws of the State or provisions of the City Code pertaining to the sale of alcoholic liquor during an event covered by this license shall attach to the primary liquor license of Hype Inc d/b/a Cerno's Bar & Grill for the purpose of possible violation, suspension or revocation hearings before the Liquor Commissioner.

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

Passed by the Council of the City of Kewanee, Illinois this 22<sup>nd</sup> day of May, 2017.

ATTEST:

Melinda Edwards, City Clerk

Steve Looney, Mayor

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



CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
<b>MEETING DATE</b>	May 22, 2017	
<b>RESOLUTION OR ORDINANCE NUMBER</b>	Ordinance#3882	
<b>AGENDA TITLE</b>	An Ordinance amending Chapter §155.003, §155.068(A), §155.069(B) and §155.071(A) of the City Code which establishes zoning definitions and uses.	
<b>REQUESTING DEPARTMENT</b>	Community Development	
<b>PRESENTER</b>	Keith Edwards, Director of Community Development	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	Establishes clear definitions for certain types of trailers and clarifies uses within the zoning districts for what trailers can exist within the districts.	
<b>BACKGROUND</b>	Placement of semi-trailers upon Crowe Auto property within a B-3 district prompted a review of the existing definitions and uses. Crowe attempted to have the property rezoned to B-4 and also applied for a special use permit. Please see Case #2 of the February 23 <sup>rd</sup> , 2017 Plan Commission Meeting.	
<b>SPECIAL NOTES</b>	The City Attorney was asked to review and offer his interpretation of our existing zoning ordinances. Please see the memo dated March 16, 2017 from the City Attorney.	

<b>ANALYSIS</b>	<p>After my own review of our existing zoning ordinances, review of the memo from the City Attorney and discussion with City Manager Gary Bradley, I set out on an investigation of other municipalities zoning definitions and uses.</p> <p>The definitions and uses were sent to the City Attorney and the City Manager for review and suggestions. I feel the offered changes should clarify the issues that came up in the Crowe Auto case. It satisfies Crowe's request to be able to sell utility trailers upon their property and solves the City's concern over the semi-trailers stored and/or sold in a Business District and restricts them to Manufacturing Districts.</p>
<b>PUBLIC INFORMATION PROCESS</b>	Discussion at May 8, 2017 Council Meeting.
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>STAFF RECOMMENDATION</b>	Staff recommends approval.
<b>REFERENCE DOCUMENTS ATTACHED</b>	Plan Commission Meeting Minutes from February 23, 2017, Memo from the City Attorney dated March 16, 2017.

ORDINANCE NO. 3883

AN ORDINANCE AMENDING CHAPTERS §155.003, §155.068(A), §155.069(B) AND §155.071(A) OF THE CITY CODE WHICH ESTABLISHES DEFINITIONS AND USE RESTRICTIONS IN THE ZONING ORDINANCES OF THE CITY OF KEWANEE, AND DECLARING THAT THIS ORDINANCE SHALL BE IN FULL FORCE UPON PUBLICATION AS REQUIRED BY LAW.

**WHEREAS,** The City of Kewanee has previously established definitions and uses in the zoning ordinance; and

**WHEREAS,** The City Council has found that the current ordinances fail to define different types of trailers and the uses within the appropriate zoning districts for different types of trailers in the City of Kewanee; and,

**WHEREAS,** The City Council believes that it is important to update the current zoning ordinance in order to define the different types of trailers and to clarify the permitted uses for trailers within the zoning districts of the City of Kewanee; and,

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 §155.003 of the City Code by inserting text shown as underlined and omitting text shown as ~~strikethrough~~ as follows:

§ 155.003 DEFINITIONS.

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

FIFTH-WHEEL COUPLING. The 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 2-or-3 1/2-inch-diameter (50.8 or 88.9 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.

GOOSENECK TRAILER. A 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.

SEMI-TRAILER. A semi-trailer is 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' or 48' in length and 102" or 96" in width. Semi-trailers are attached to the towing vehicle by way of fifth-wheel coupling.

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

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

UTILITY TRAILER. A vehicle designed to be pulled by a motor vehicle, having a capacity of 1 ½ ton or less, which is used to carry property, trash, or special equipment and is typically 16 feet or less in length. Boat trailers are included as utility trailers. Utility trailers are connected to the towing vehicle by a ball hitch.

**Section 2** The City Council hereby amends Chapter §155.068(A) of the City Code by inserting text shown as underlined and omitting text shown as ~~strikethrough~~ as follows:

§ 155.068 B-3 BUSINESS AND WHOLESALE DISTRICT.

(A) Permitted uses.

(39) Utility trailer sales.

(40) Wholesale business.

**Section 3** The City Council hereby amends Chapter §155.069(B)(4) of the City Code by inserting text shown as underlined and omitting text shown as ~~strikethrough~~ as follows:

§ 155.069 B-4 BUSINESS DISTRICT.

(B) Special uses. The following uses may be allowed by special use permit per §§ 155.155 through 155.157.

(4) Automobile, truck, utility trailer, tractor, or bus storage yard, operable vehicles only.

**Section 4** The City Council hereby amends Chapter §155.071(A)(3) of the City Code by inserting text shown as underlined and omitting text shown as ~~strikethrough~~ as follows:

§ 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:

(3) Automobiles, truck and trailers manufacture.

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

Passed by the Council of the City of Kewanee, Illinois this 22<sup>nd</sup> day of May, 2017.

ATTEST:

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

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

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Steve Looney				
Council Member Andy Koehler				
Council Member Deann Schweitzer				
Council Member Steve Faber				
Council Member Michael Yaklich				

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	May 22, 2017	
RESOLUTION OR ORDINANCE NUMBER	Ordinance #3884	
AGENDA TITLE	Consideration of an Ordinance amending Chapter 111.19 Issuance of a license when certain requirements are met of Chapter 111 Alcoholic Liquor to include required BASSET program certification	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Melinda Edwards, City Clerk	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Adds the requirement of proof of Beverage Alcohol Sellers and Services Education and Training (BASSET) certification for all servers, as required by the State of Illinois.	
BACKGROUND	The State of Illinois passed Public Act 98-0939 requiring all liquor license holders to employ servers and bouncers who have been BASSET program certified effective July 1, 2015. The State staggered the mandatory dates of mandatory BASSET certification. Henry County's mandatory training date is July 1, 2017.	
SPECIAL NOTES	N/A	

<b>ANALYSIS</b>	The State has been dependent on the City to exercise due diligence in assessing the background of liquor license applicants. Including the requirement in our code, will help to ensure that we can require proof of certification for all necessary employees for any renewals or new issue licenses.
<b>PUBLIC INFORMATION PROCESS</b>	State Statute
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/C
<b>STAFF RECOMMENDATION</b>	Staff recommends approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Public Act 98-0939.

## **ORDINANCE #3884**

**AN ORDINANCE AMENDING SECTION 111.19 ISSUANCE OF LICENSE WHEN CERTAIN REQUIREMENTS ARE MET OF CHAPTER 111 ALCOHOLIC LIQUOR OF THE KEWANEE CITY CODE, ESTABLISHING THE BEVERAGE ALCOHOL SELLERS AND SERVICES EDUCATION AND TRAINING REQUIREMENTS, AND DECLARING THAT THIS ORDINANCE SHALL BE IN FULL FORCE UPON PASSAGE**

**WHEREAS**, in August 2014 the Illinois General Assembly enacted Public Act 98-0939 mandating alcoholic beverage servers and bouncers to have Beverage Alcohol Sellers and Services Education Training (BASSET); and

**WHEREAS**, Henry County servers and bouncers are required to have their certification by July 1, 2017; and

**WHEREAS**, the proprietors of local establishments were notified of this requirement by the Illinois Liquor Commission; and

**WHEREAS**, it is necessary for the City of Kewanee's regulations to include this mandatory training as a requirement for licensing.

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 §119.19 of the City Code by inserting text shown as underlined and omitting text shown as ~~strikethrough~~ as follows:

**111.19 ISSUANCE OF LICENSE WHEN CERTAIN REQUIREMENTS ARE MET.**

Licenses will be granted only when the applicant meets the following general requirements:

- (A) If an individual, the applicant must be an American citizen and a resident of the city; if a copartnership, all members of the partnership must be American citizens and residents of the city; applicants must be of good character and reputation and persons who have not been convicted of a felony under the laws of the state and who have not been convicted of being a keeper or are keeping a house of ill-fame and who have not been convicted of pandering or other crime or misdemeanor as are opposed to decency and morality.
- (B) If a place of business is to be conducted by a manager or agent, said manager or agent must possess the same qualifications as are required of the licensee.



- (C) No person who has been convicted of a violation of any federal or state law or of any provision of this code concerning the sale of alcoholic liquor subsequent to the passage of this chapter or shall have forfeited his bond to appear in court to answer charges of any such violations, shall be entitled to a license.
- (D) No person who does not own the premises for which a license is sought or does not have a lease thereon for the full period for which the license is to be issued, shall be entitled to a license.
- (E) An applicant for any liquor license who has not provided evidence of the following: evidence that all employees who will be engaged in mixing, preparing, or delivering alcoholic liquor to customers, guests, or patrons, have successfully completed the Beverage Alcohol Sellers and Services Education Training (BASSET) Program conducted by an agency licensed by the Illinois Department of Alcohol and Substance Abuse or training provided by the insurance company providing coverage to the license holder. Each new employee hired by the licensee after issuance of the license shall complete the BASSET program at the next available training session or within 60 days of actually beginning work, whichever comes first. A copy of the certificate of completion of such BASSET program for each employee shall be filed with the City Clerk. Each certification shall be renewed every three years from the date of issue. Organizations that are issued a Class E Special Event shall not be required to have their servers trained as set forth above. Organizers of the Class E Special Event shall meet with designated city officials to go over the standard protocol for serving alcoholic beverages prior to the event.

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

Passed by the Council of the City of Kewanee, Illinois this 22<sup>nd</sup> day of May, 2017.

ATTEST:

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

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

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Steve Looney				
Council Member Andy Koehler				
Council Member Deann Schweitzer				
Council Member Steve Faber				
Council Member Michael Yaklich				

AN ACT concerning liquor.

**Be it enacted by the People of the State of Illinois,  
represented in the General Assembly:**

Section 5. The Liquor Control Act of 1934 is amended by changing Section 3-12 and by adding Section 6-27.1 as follows:

(235 ILCS 5/3-12)

Sec. 3-12. Powers and duties of State Commission.

(a) The State commission shall have the following powers, functions and duties:

(1) To receive applications and to issue licenses to manufacturers, foreign importers, importing distributors, distributors, non-resident dealers, on premise consumption retailers, off premise sale retailers, special event retailer licensees, special use permit licenses, auction liquor licenses, brew pubs, caterer retailers, non-beverage users, railroads, including owners and lessees of sleeping, dining and cafe cars, airplanes, boats, brokers, and wine maker's premises licensees in accordance with the provisions of this Act, and to suspend or revoke such licenses upon the State commission's determination, upon notice after hearing, that a licensee has violated any provision of this Act or any rule or regulation issued pursuant thereto and in effect for 30

days prior to such violation. Except in the case of an action taken pursuant to a violation of Section 6-3, 6-5, or 6-9, any action by the State Commission to suspend or revoke a licensee's license may be limited to the license for the specific premises where the violation occurred.

In lieu of suspending or revoking a license, the commission may impose a fine, upon the State commission's determination and notice after hearing, that a licensee has violated any provision of this Act or any rule or regulation issued pursuant thereto and in effect for 30 days prior to such violation. The fine imposed under this paragraph may not exceed \$500 for each violation. Each day that the activity, which gave rise to the original fine, continues is a separate violation. The maximum fine that may be levied against any licensee, for the period of the license, shall not exceed \$20,000. The maximum penalty that may be imposed on a licensee for selling a bottle of alcoholic liquor with a foreign object in it or serving from a bottle of alcoholic liquor with a foreign object in it shall be the destruction of that bottle of alcoholic liquor for the first 10 bottles so sold or served from by the licensee. For the eleventh bottle of alcoholic liquor and for each third bottle thereafter sold or served from by the licensee with a foreign object in it, the maximum penalty that may be imposed on the licensee is the destruction of the bottle of alcoholic liquor and a fine of

up to \$50.

(2) To adopt such rules and regulations consistent with the provisions of this Act which shall be necessary to carry on its functions and duties to the end that the health, safety and welfare of the People of the State of Illinois shall be protected and temperance in the consumption of alcoholic liquors shall be fostered and promoted and to distribute copies of such rules and regulations to all licensees affected thereby.

(3) To call upon other administrative departments of the State, county and municipal governments, county and city police departments and upon prosecuting officers for such information and assistance as it deems necessary in the performance of its duties.

(4) To recommend to local commissioners rules and regulations, not inconsistent with the law, for the distribution and sale of alcoholic liquors throughout the State.

(5) To inspect, or cause to be inspected, any premises in this State where alcoholic liquors are manufactured, distributed, warehoused, or sold.

(5.1) Upon receipt of a complaint or upon having knowledge that any person is engaged in business as a manufacturer, importing distributor, distributor, or retailer without a license or valid license, to notify the local liquor authority, file a complaint with the State's

Attorney's Office of the county where the incident occurred, or initiate an investigation with the appropriate law enforcement officials.

(5.2) To issue a cease and desist notice to persons shipping alcoholic liquor into this State from a point outside of this State if the shipment is in violation of this Act.

(5.3) To receive complaints from licensees, local officials, law enforcement agencies, organizations, and persons stating that any licensee has been or is violating any provision of this Act or the rules and regulations issued pursuant to this Act. Such complaints shall be in writing, signed and sworn to by the person making the complaint, and shall state with specificity the facts in relation to the alleged violation. If the Commission has reasonable grounds to believe that the complaint substantially alleges a violation of this Act or rules and regulations adopted pursuant to this Act, it shall conduct an investigation. If, after conducting an investigation, the Commission is satisfied that the alleged violation did occur, it shall proceed with disciplinary action against the licensee as provided in this Act.

(6) To hear and determine appeals from orders of a local commission in accordance with the provisions of this Act, as hereinafter set forth. Hearings under this subsection shall be held in Springfield or Chicago, at

whichever location is the more convenient for the majority of persons who are parties to the hearing.

(7) The commission shall establish uniform systems of accounts to be kept by all retail licensees having more than 4 employees, and for this purpose the commission may classify all retail licensees having more than 4 employees and establish a uniform system of accounts for each class and prescribe the manner in which such accounts shall be kept. The commission may also prescribe the forms of accounts to be kept by all retail licensees having more than 4 employees, including but not limited to accounts of earnings and expenses and any distribution, payment, or other distribution of earnings or assets, and any other forms, records and memoranda which in the judgment of the commission may be necessary or appropriate to carry out any of the provisions of this Act, including but not limited to such forms, records and memoranda as will readily and accurately disclose at all times the beneficial ownership of such retail licensed business. The accounts, forms, records and memoranda shall be available at all reasonable times for inspection by authorized representatives of the State commission or by any local liquor control commissioner or his or her authorized representative. The commission, may, from time to time, alter, amend or repeal, in whole or in part, any uniform system of accounts, or the form and manner of keeping accounts.

(8) In the conduct of any hearing authorized to be held by the commission, to appoint, at the commission's discretion, hearing officers to conduct hearings involving complex issues or issues that will require a protracted period of time to resolve, to examine, or cause to be examined, under oath, any licensee, and to examine or cause to be examined the books and records of such licensee; to hear testimony and take proof material for its information in the discharge of its duties hereunder; to administer or cause to be administered oaths; for any such purpose to issue subpoena or subpoenas to require the attendance of witnesses and the production of books, which shall be effective in any part of this State, and to adopt rules to implement its powers under this paragraph (8).

Any Circuit Court may by order duly entered, require the attendance of witnesses and the production of relevant books subpoenaed by the State commission and the court may compel obedience to its order by proceedings for contempt.

(9) To investigate the administration of laws in relation to alcoholic liquors in this and other states and any foreign countries, and to recommend from time to time to the Governor and through him or her to the legislature of this State, such amendments to this Act, if any, as it may think desirable and as will serve to further the general broad purposes contained in Section 1-2 hereof.

(10) To adopt such rules and regulations consistent

with the provisions of this Act which shall be necessary for the control, sale or disposition of alcoholic liquor damaged as a result of an accident, wreck, flood, fire or other similar occurrence.

(11) To develop industry educational programs related to responsible serving and selling, particularly in the areas of overserving consumers and illegal underage purchasing and consumption of alcoholic beverages.

(11.1) To license persons providing education and training to alcohol beverage sellers and servers for mandatory and non-mandatory training under the Beverage Alcohol Sellers and Servers Education and Training (BASSET) programs and to develop and administer a public awareness program in Illinois to reduce or eliminate the illegal purchase and consumption of alcoholic beverage products by persons under the age of 21. Application for a license shall be made on forms provided by the State Commission.

(12) To develop and maintain a repository of license and regulatory information.

(13) On or before January 15, 1994, the Commission shall issue a written report to the Governor and General Assembly that is to be based on a comprehensive study of the impact on and implications for the State of Illinois of Section 1926 of the Federal ADAMHA Reorganization Act of 1992 (Public Law 102-321). This study shall address the



extent to which Illinois currently complies with the provisions of P.L. 102-321 and the rules promulgated pursuant thereto.

As part of its report, the Commission shall provide the following essential information:

(i) the number of retail distributors of tobacco products, by type and geographic area, in the State;

(ii) the number of reported citations and successful convictions, categorized by type and location of retail distributor, for violation of the Prevention of Tobacco Use by Minors and Sale and Distribution of Tobacco Products Act and the Smokeless Tobacco Limitation Act;

(iii) the extent and nature of organized educational and governmental activities that are intended to promote, encourage or otherwise secure compliance with any Illinois laws that prohibit the sale or distribution of tobacco products to minors; and

(iv) the level of access and availability of tobacco products to individuals under the age of 18.

To obtain the data necessary to comply with the provisions of P.L. 102-321 and the requirements of this report, the Commission shall conduct random, unannounced inspections of a geographically and scientifically representative sample of the State's retail tobacco distributors.

The Commission shall consult with the Department of Public Health, the Department of Human Services, the Illinois State Police and any other executive branch agency, and private organizations that may have information relevant to this report.

The Commission may contract with the Food and Drug Administration of the U.S. Department of Health and Human Services to conduct unannounced investigations of Illinois tobacco vendors to determine compliance with federal laws relating to the illegal sale of cigarettes and smokeless tobacco products to persons under the age of 18.

(14) On or before April 30, 2008 and every 2 years thereafter, the Commission shall present a written report to the Governor and the General Assembly that shall be based on a study of the impact of this amendatory Act of the 95th General Assembly on the business of soliciting, selling, and shipping wine from inside and outside of this State directly to residents of this State. As part of its report, the Commission shall provide all of the following information:

(A) The amount of State excise and sales tax revenues generated.

(B) The amount of licensing fees received.

(C) The number of cases of wine shipped from inside and outside of this State directly to residents of this State.

(D) The number of alcohol compliance operations conducted.

(E) The number of winery shipper's licenses issued.

(F) The number of each of the following: reported violations; cease and desist notices issued by the Commission; notices of violations issued by the Commission and to the Department of Revenue; and notices and complaints of violations to law enforcement officials, including, without limitation, the Illinois Attorney General and the U.S. Department of Treasury's Alcohol and Tobacco Tax and Trade Bureau.

(15) As a means to reduce the underage consumption of alcoholic liquors, the Commission shall conduct alcohol compliance operations to investigate whether businesses that are soliciting, selling, and shipping wine from inside or outside of this State directly to residents of this State are licensed by this State or are selling or attempting to sell wine to persons under 21 years of age in violation of this Act.

(16) The Commission shall, in addition to notifying any appropriate law enforcement agency, submit notices of complaints or violations of Sections 6-29 and 6-29.1 by persons who do not hold a winery shipper's license under this amendatory Act to the Illinois Attorney General and to the U.S. Department of Treasury's Alcohol and Tobacco Tax

and Trade Bureau.

(17) (A) A person licensed to make wine under the laws of another state who has a winery shipper's license under this amendatory Act and annually produces less than 25,000 gallons of wine or a person who has a first-class or second-class wine manufacturer's license, a first-class or second-class wine-maker's license, or a limited wine manufacturer's license under this Act and annually produces less than 25,000 gallons of wine may make application to the Commission for a self-distribution exemption to allow the sale of not more than 5,000 gallons of the exemption holder's wine to retail licensees per year.

(B) In the application, which shall be sworn under penalty of perjury, such person shall state (1) the date it was established; (2) its volume of production and sales for each year since its establishment; (3) its efforts to establish distributor relationships; (4) that a self-distribution exemption is necessary to facilitate the marketing of its wine; and (5) that it will comply with the liquor and revenue laws of the United States, this State, and any other state where it is licensed.

(C) The Commission shall approve the application for a self-distribution exemption if such person: (1) is in compliance with State revenue and liquor laws;

(2) is not a member of any affiliated group that produces more than 25,000 gallons of wine per annum or produces any other alcoholic liquor; (3) will not annually produce for sale more than 25,000 gallons of wine; and (4) will not annually sell more than 5,000 gallons of its wine to retail licensees.

(D) A self-distribution exemption holder shall annually certify to the Commission its production of wine in the previous 12 months and its anticipated production and sales for the next 12 months. The Commission may fine, suspend, or revoke a self-distribution exemption after a hearing if it finds that the exemption holder has made a material misrepresentation in its application, violated a revenue or liquor law of Illinois, exceeded production of 25,000 gallons of wine in any calendar year, or become part of an affiliated group producing more than 25,000 gallons of wine or any other alcoholic liquor.

(E) Except in hearings for violations of this Act or amendatory Act or a bona fide investigation by duly sworn law enforcement officials, the Commission, or its agents, the Commission shall maintain the production and sales information of a self-distribution exemption holder as confidential and shall not release such information to any person.

(F) The Commission shall issue regulations

governing self-distribution exemptions consistent with this Section and this Act.

(G) Nothing in this subsection (17) shall prohibit a self-distribution exemption holder from entering into or simultaneously having a distribution agreement with a licensed Illinois distributor.

(H) It is the intent of this subsection (17) to promote and continue orderly markets. The General Assembly finds that in order to preserve Illinois' regulatory distribution system it is necessary to create an exception for smaller makers of wine as their wines are frequently adjusted in varietals, mixes, vintages, and taste to find and create market niches sometimes too small for distributor or importing distributor business strategies. Limited self-distribution rights will afford and allow smaller makers of wine access to the marketplace in order to develop a customer base without impairing the integrity of the 3-tier system.

(18) (A) A craft brewer licensee, who must also be either a licensed brewer or licensed non-resident dealer and annually manufacture less than 930,000 gallons of beer, may make application to the Commission for a self-distribution exemption to allow the sale of not more than 232,500 gallons of the exemption holder's beer to retail licensees per year.

(B) In the application, which shall be sworn under penalty of perjury, the craft brewer licensee shall state (1) the date it was established; (2) its volume of beer manufactured and sold for each year since its establishment; (3) its efforts to establish distributor relationships; (4) that a self-distribution exemption is necessary to facilitate the marketing of its beer; and (5) that it will comply with the alcoholic beverage and revenue laws of the United States, this State, and any other state where it is licensed.

(C) Any application submitted shall be posted on the Commission's website at least 45 days prior to action by the Commission. The Commission shall approve the application for a self-distribution exemption if the craft brewer licensee: (1) is in compliance with the State, revenue, and alcoholic beverage laws; (2) is not a member of any affiliated group that manufactures more than 930,000 gallons of beer per annum or produces any other alcoholic beverages; (3) shall not annually manufacture for sale more than 930,000 gallons of beer; and (4) shall not annually sell more than 232,500 gallons of its beer to retail licensees.

(D) A self-distribution exemption holder shall annually certify to the Commission its manufacture of beer during the previous 12 months and its anticipated

manufacture and sales of beer for the next 12 months. The Commission may fine, suspend, or revoke a self-distribution exemption after a hearing if it finds that the exemption holder has made a material misrepresentation in its application, violated a revenue or alcoholic beverage law of Illinois, exceeded the manufacture of 930,000 gallons of beer in any calendar year or became part of an affiliated group manufacturing more than 930,000 gallons of beer or any other alcoholic beverage.

(E) The Commission shall issue rules and regulations governing self-distribution exemptions consistent with this Act.

(F) Nothing in this paragraph (18) shall prohibit a self-distribution exemption holder from entering into or simultaneously having a distribution agreement with a licensed Illinois importing distributor or a distributor. If a self-distribution exemption holder enters into a distribution agreement and has assigned distribution rights to an importing distributor or distributor, then the self-distribution exemption holder's distribution rights in the assigned territories shall cease in a reasonable time not to exceed 60 days.

(G) It is the intent of this paragraph (18) to promote and continue orderly markets. The General



Assembly finds that in order to preserve Illinois' regulatory distribution system, it is necessary to create an exception for smaller manufacturers in order to afford and allow such smaller manufacturers of beer access to the marketplace in order to develop a customer base without impairing the integrity of the 3-tier system.

(b) On or before April 30, 1999, the Commission shall present a written report to the Governor and the General Assembly that shall be based on a study of the impact of this amendatory Act of 1998 on the business of soliciting, selling, and shipping alcoholic liquor from outside of this State directly to residents of this State.

As part of its report, the Commission shall provide the following information:

(i) the amount of State excise and sales tax revenues generated as a result of this amendatory Act of 1998;

(ii) the amount of licensing fees received as a result of this amendatory Act of 1998;

(iii) the number of reported violations, the number of cease and desist notices issued by the Commission, the number of notices of violations issued to the Department of Revenue, and the number of notices and complaints of violations to law enforcement officials.

(Source: P.A. 97-5, eff. 6-1-11; 98-401, eff. 8-16-13.)

(235 ILCS 5/6-27.1 new)

Sec. 6-27.1. Responsible alcohol service server training.

(a) Unless issued a valid server training certificate between July 1, 2012 and July 1, 2015 by a certified Beverage Alcohol Sellers and Servers Education and Training (BASSET) trainer, all alcohol servers in Cook County are required to obtain and complete training in basic responsible alcohol service as outlined in 77 Ill. Adm. Code 3500 by July 1, 2015 or within 120 days after the alcohol server begins his or her employment, whichever is later. There is no limit to the amount of times a server may take the training. A certificate of training belongs to the server, and a server may transfer a certificate of training to a different employer, but shall not transfer a certificate of training to another server. Proof that an alcohol server has been trained must be available upon reasonable request by State law enforcement officials. For the purpose of this Section, "alcohol servers" means persons who sell or serve open containers of alcoholic beverages at retail and anyone whose job description entails the checking of identification for the purchase of open containers of alcoholic beverages at retail or for entry into the licensed premises. The definition does not include (i) a distributor or importing distributor conducting product sampling as authorized in Section 6-31 of this Act or a registered tasting representative, as provided in 11 Ill. Adm. Code 100.40, conducting a tasting, as defined in 11 Ill. Adm. Code 100.10;

(ii) a volunteer serving alcoholic beverages at a charitable function; or (iii) an instructor engaged in training or educating on the proper technique for using a system that dispenses alcoholic beverages.

(b) Responsible alcohol service training must cover and assess knowledge of the topics noted in 77 Ill. Adm. Code 3500.155.

(c) Beginning on the effective date of this amendatory Act of the 98th General Assembly, but no later than October 1, 2015, all existing BASSET trainers who are already BASSET certified as of the effective date of this amendatory Act of the 98th General Assembly shall be recertified by the State Commission and be required to comply with the conditions for server training set forth in this amendatory Act of the 98th General Assembly.

(d) Training modules and certificate program plans must be approved by the State Commission. All documents, materials, or information related to responsible alcohol service training program approval that are submitted to the State Commission are confidential and shall not be open to public inspection or dissemination and are exempt from disclosure.

The State Commission shall only approve programs that meet the following criteria:

(1) the training course covers the content specified in 77 Ill. Adm. Code 3500.155;

(2) if the training course is classroom-based, the

classroom training is at least 4 hours, is available in English and Spanish, and includes a test;

(3) if the training course is online or computer-based, the course is designed in a way that ensures that no content can be skipped, is interactive, has audio for content for servers that have a disability, and includes a test;

(4) training and testing is based on a job task analysis that clearly identifies and focuses on the knowledge, skills, and abilities needed to responsibly serve alcoholic beverages and is developed using best practices in instructional design and exam development to ensure that the program is fair and legally defensible;

(5) training and testing is conducted by any means available, including, but not limited to, online, computer, classroom, or live trainers; and

(6) the program must provide access on a 24-hour-per-day, 7-days-per-week basis for certificate verification for State Commission, State law enforcement officials, and employers to be able to verify certificate authenticity.

(e) Nothing in subsection (d) of this Section shall be construed to require a program to use a test administrator or proctor.

(f) A certificate issued from a BASSET-licensed training program shall be accepted as meeting the training requirements

for all server license and permit laws and ordinances in the State.

(g) A responsible alcohol service training certificate from a BASSET-licensed program shall be valid for 3 years.

(h) The provisions of this Section shall apply beginning July 1, 2015. From July 1, 2015 through December 31, 2015, enforcement of the provisions of this Section shall be limited to education and notification of the requirements to encourage compliance.

(i) The provisions of this Section do not apply to a special event retailer.

Section 99. Effective date. This Act takes effect July 1, 2015.

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	May 22, 2017	
RESOLUTION OR ORDINANCE NUMBER	Resolution #5052	
AGENDA TITLE	Consideration of a Resolution authorizing the City Manager to execute a five-year collective bargaining agreement with AFSCME Council 31 Local 764.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Gary Bradley, City Manager	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	Various
	Balance Available	Included in the budget process
	Budget Amendment Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Approval of the collective bargaining agreement for a five year term.	

<b>BACKGROUND</b>	<p>The City traditionally enters into three year agreements with the bargaining units, staggered so that a new agreement is done with one bargaining unit per year. There are advantages and disadvantages to this approach, but I think there is more benefit to having them negotiated during the same period. The proposed agreement is a five year agreement, which helps to get them all on the same schedule, which would allow the City to more equitably negotiate with all unions, simultaneously. The proposed agreement also represents a significant amount of time invested by staff and the negotiating team of the bargaining unit.</p> <p>It's important to look at the final document not in terms of winning and losing, but in terms of reaching an agreement that helps to ensure our ability as an organization to work towards the fulfillment of our mission. This agreement does that, and introduces key concepts such as cost of living raises that are actually tied to increases in the cost of living.</p> <p>AFSCME Council 31 Local 764 voted to approve the contract on 5/17/2017.</p>
<b>SPECIAL NOTES</b>	<p>It's important also to note that in order to reach the proposed agreement, the City stood by a set of principles that support the mission.</p>

<b>ANALYSIS</b>	<p>A summary of the significant changes to the contract from the previous contract is below:</p> <p>Article V Section 1- allows one personal day to be carried over to the next year. With personal days being a use it or lose it benefit, we frequently have several employees who have to take them in April, causing short staffed departments, at times. Both the FOP and IAFF receive more hours of personal time, so allowing one to carry over was a good compromise.</p> <p>Article VI Section 1- adds sick time use language to include the provisions adopted by Ordinance 3867 that mimics Public Act 009-0841.</p> <p>Article V1 Section 2- includes an increase in employee contribution that matches the Fire Department for Health Insurance. The agreement also includes a 1% increase on employee contributions annually.</p> <p>Article VIII 1- provides 2 (two) additional vacation days for employees at the beginning of their 25<sup>th</sup> year of service to the City to reward long-tenured employees for reaching such a milestone.</p> <p>Appendix A- amends compensation schedule with increases of 3.5% &amp; 4.5%, with the last three years increases based on the Consumer Price Index, with a minimum of 2.5% and maximum of 4.0% in 2019 and 2020 and a minimum of 3.0% and maximum of 4.0% in 2021.</p>
<b>PUBLIC INFORMATION PROCESS</b>	N/A
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>STAFF RECOMMENDATION</b>	Staff recommends approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	N/A



RESOLUTION NO. 5052

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A FIVE YEAR CONTRACT WITH AFSCME COUNCIL 31 LOCAL 764, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, The City and AFSCME Council 31, Local 764 have been in negotiations to enter into a collective bargaining agreement to replace the agreement that expired on April 30, 2017; and

WHEREAS, On May 17, 2017, AFSCME Local 764 ratified the tentative agreement reached during negotiations, and have further authorized their leadership to execute a five year collective bargaining agreement based upon such language; and

WHEREAS, The City Manager recommends that the City Council accept the language and conditions of the tentative agreement.

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

Section 1 Attachment A to this resolution represents collective bargaining agreement language changes incorporated into final collective bargaining agreement covering a period of five years, retroactively beginning May 1, 2017, and ending April 30, 2022.

Section 2 The City Manager is authorized to sign any documents required to carry out the provisions of this resolution, and remit any back pay attributable to this agreement.

Section 3 Attachment A to this resolution is considered a part of this resolution as if entirely rewritten within this resolution.

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

Adopted by the Council of the City of Kewanee, Illinois this 22<sup>nd</sup> day of May 2017.

ATTEST:

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

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

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

# **AGREEMENT**

**Between**

**CITY OF KEWANEE**

**And**

**AMERICAN FEDERATION OF STATE, COUNTY**

**AND MUNICIPAL EMPLOYEES (AFSCME),**

**COUNCIL 31, AFL-CIO**

**On Behalf Of**

**AFSCME LOCAL 764**

**May 1, 2017 - April 30, 2022**

## TABLE OF CONTENTS

<b>TABLE OF CONTENTS .....</b>	<b>i</b>
<b>PREAMBLE .....</b>	<b>1</b>
<b>ARTICLE I            RECOGNITION .....</b>	<b>1</b>
SECTION 1.    BARGAINING UNIT.....	1
SECTION 2.    NEW CLASSIFICATIONS.....	1
SECTION 3.    JOB DESCRIPTIONS .....	1
<b>ARTICLE II           UNION SECURITY.....</b>	<b>2</b>
SECTION 1.    FAIR SHARE DEDUCTIONS.....	2
SECTION 2.    RELIGIOUS EXEMPTION .....	2
SECTION 3.    NOTICE AND APPEAL .....	2
SECTION 4.    INDEMNIFICATION.....	2
<b>ARTICLE III          CHECK-OFF.....</b>	<b>3</b>
<b>ARTICLE IV          HOURS OF WORK AND JOB CONDITIONS .....</b>	<b>3</b>
SECTION 1.    REGULAR HOURS .....	3
SECTION 2.    WORK WEEK.....	3
SECTION 3.    WORK DAY.....	3
SECTION 4.    WORK SHIFT .....	4
SECTION 5.    WORK SCHEDULE .....	4
SECTION 6.    TEMPORARY ASSIGNMENT PAY .....	4
SECTION 7.    SHIFTING OF EMPLOYEES.....	4
SECTION 8.    MAINTENANCE JURISDICTION .....	5
SECTION 9.    SALARY AND/OR CLASSIFICATION CHANGES.....	5
SECTION 10. EMPLOYMENT STATUS.....	5
SECTION 11. REST PERIODS .....	5
SECTION 12. MEAL PERIODS.....	5
<b>ARTICLE V           HOLIDAYS.....</b>	<b>5</b>
SECTION 1.    HOLIDAYS RECOGNIZED AND OBSERVED.....	5
<b>ARTICLE VI          SICK LEAVE AND INSURANCE CLAUSE .....</b>	<b>6</b>
SECTION 1.    SICK LEAVE .....	6
SECTION 2.    INSURANCE.....	8
SECTION 3.    INJURY IN THE LINE OF DUTY .....	9

<b>ARTICLE VII</b>	<b>LEAVES OF ABSENCE .....</b>	<b>10</b>
SECTION 1.	APPLICATION FOR LEAVE OF ABSENCE .....	10
SECTION 2.	PAID LEAVES .....	11
SECTION 3.	UNPAID LEAVES .....	11
SECTION 4.	INSURANCE BENEFITS .....	12
<b>ARTICLE VIII</b>	<b>VACATIONS.....</b>	<b>12</b>
SECTION 1.	ELIGIBILITY AND ALLOWANCE .....	12
SECTION 2.	VACATION PAY .....	13
SECTION 3.	CHOICE OF VACATION PERIOD .....	13
SECTION 4.	HOLIDAY DURING VACATION PERIOD .....	13
SECTION 5.	VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION.....	14
<b>ARTICLE IX</b>	<b>WAGES.....</b>	<b>14</b>
SECTION 1.	WAGE SCHEDULE.....	14
SECTION 2.	CERTIFICATION BONUS .....	14
SECTION 3.	SHIFT DIFFERENTIAL .....	14
SECTION 4.	CDL TESTING .....	14
<b>ARTICLE X</b>	<b>LONGEVITY .....</b>	<b>15</b>
<b>ARTICLE XI</b>	<b>CALL IN &amp; HOLD OVER TIME.....</b>	<b>15</b>
SECTION 1.	CALL IN TIME .....	15
SECTION 2.	HOLD OVER TIME.....	15
<b>ARTICLE XII</b>	<b>OVERTIME .....</b>	<b>15</b>
SECTION 1.	RATE OF PAY .....	15
SECTION 2.	DAILY .....	16
SECTION 3.	WEEKLY.....	16
SECTION 4.	BEFORE OR AFTER REGULAR HOURS .....	16
SECTION 5.	SATURDAY WORK.....	17
SECTION 6.	SUNDAY AND HOLIDAY WORK.....	17
SECTION 7.	(RESERVED) .....	17
SECTION 8.	WORK AT EMPLOYEE'S OPTION .....	17
<b>ARTICLE XIII</b>	<b>DISCIPLINE AND DISCHARGE .....</b>	<b>17</b>

<b>ARTICLE XIV</b>	<b>SETTLEMENT OF DISPUTES .....</b>	<b>19</b>
SECTION 1.	STEPS .....	19
SECTION 2.	AUTHORITY OF THE ARBITRATOR.....	20
SECTION 3.	EXPENSES OF ARBITRATION.....	20
SECTION 4.	TIME LIMITS .....	21
SECTION 5.	EXPEDITED GRIEVANCES .....	21
<b>ARTICLE XV</b>	<b>STRIKES AND LOCKOUTS.....</b>	<b>21</b>
SECTION 1.	LOCKOUTS .....	21
SECTION 2.	STRIKES .....	21
<b>ARTICLE XVI</b>	<b>GENERAL PROVISIONS.....</b>	<b>21</b>
SECTION 1.	PLEDGE AGAINST DISCRIMINATION AND COERCION .....	22
SECTION 2.	UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES.....	22
SECTION 3.	PART-TIME EMPLOYEES.....	22
SECTION 4.	UNION OFFICIALS .....	22
SECTION 5.	BULLETIN BOARDS.....	23
SECTION 6.	UNIFORMS AND PROTECTIVE CLOTHING .....	23
SECTION 7.	CITY AUTHORITY .....	24
SECTION 8.	SAVINGS CLAUSE.....	24
SECTION 9.	RULES AND REGULATIONS .....	24
SECTION 10.	CITY PROPERTY .....	24
SECTION 11.	RESIDENCY .....	24
<b>ARTICLE XVII</b>	<b>WATER DIVISION (Special Provisions) .....</b>	<b>24</b>
SECTION 1.	CHIEF OPERATOR.....	24
SECTION 2.	JOB CONDITIONS .....	25
SECTION 3.	HOURS OF WORK.....	25
<b>ARTICLE XVIII</b>	<b>SENIORITY RIGHTS.....</b>	<b>24</b>
SECTION 1.	DEFINITION.....	25
SECTION 2.	LAYOFF AND RECALL.....	26
SECTION 3.	APPLICATION OF SENIORITY .....	27
<b>ARTICLE XIX</b>	<b>PART-TIME EMPLOYEES.....</b>	<b>28</b>

<b>ARTICLE XX</b>	<b>DRUG TESTING .....</b>	<b>28</b>
SECTION 1.	STATEMENT OF POLICY .....	28
SECTION 2.	PROHIBITIONS.....	28
SECTION 3.	DRUG AND ALCOHOL TESTING PERMITTED .....	29
SECTION 4.	ORDER TO SUBMIT TO TESTING.....	29
SECTION 5.	TEST TO BE CONDUCTED.....	30
SECTION 6.	RIGHT TO CONTEST .....	31
SECTION 7.	VOLUNTARY REQUEST FOR ASSISTANCE.....	32
SECTION 8.	DISCIPLINE.....	32
<b>ARTICLE XXI</b>	<b>WELFARE TO WORK .....</b>	<b>33</b>
<b>ARTICLE XXII</b>	<b>LABOR MANAGEMENT CONFERENCES.....</b>	<b>34</b>
<b>ARTICLE XXIII</b>	<b>MANAGEMENT RIGHTS .....</b>	<b>34</b>
<b>ARTICLE XXIV</b>	<b>TERMINATION .....</b>	<b>34</b>
<b>APPENDIX A</b>	<b>.....</b>	<b>A-1</b>

## **PREAMBLE**

This Contract entered into by the City of Kewanee, hereinafter referred to as the Employer, and Local 764, Council 31, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE I - RECOGNITION**

### **SECTION 1. BARGAINING UNIT**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all full-time City employees employed in all divisions in the Public Works Department, Cemetery and Park Department (Francis Park Custodian and City Hall Custodian excluded), Accounts and Finance Department and excluding any employee now serving in a supervisory capacity as defined by the Act.

### **SECTION 2. NEW CLASSIFICATIONS**

In the event the Employer establishes a new job classification, the Employer shall designate the job classification and wage rate for the job classification. In the event the Union disagrees with the classification or rate, it may submit a grievance at Step Two (2) of the Grievance procedure.

### **SECTION 3. JOB DESCRIPTIONS**

The parties agree to meet and negotiate for the purpose of establishing position descriptions. If the union disagrees with the position descriptions, the disagreement may be grieved to the City Council.

## **ARTICLE II - UNION SECURITY**

### **SECTION 1. FAIR SHARE DEDUCTIONS**

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members.

### **SECTION 2. RELIGIOUS EXEMPTION**

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

### **SECTION 3. NOTICE AND APPEAL**

The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

### **SECTION 4. INDEMNIFICATION**

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

## **ARTICLE III - CHECK-OFF**



The Employer agrees to deduct the Union membership assessments and, once each month, dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union at the address designated to the Employer by the Union by the last pay period of the current month, after such deductions are made. This authorization shall be irrevocable during the term of this Agreement.

## **ARTICLE IV - HOURS OF WORK AND JOB CONDITIONS**

### **SECTION 1. REGULAR HOURS**

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch hour.

**SANITATION DIVISION:** Monday through Friday inclusive makes up the work week. The regular starting time for the Sanitation Division employees shall be 7:00 AM. Holiday pay shall be per Article XII, Section 6 (Overtime).

**STREET AND WATER DIVISION:** Generally, one employee from the Water and Street Divisions shall permanently be assigned to work hours that coincide with normal business hours of City Hall (8 a.m. to 5 p.m. with a one (1) hour lunch period).

### **SECTION 2. WORK WEEK**

The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except for employees otherwise scheduled.

### **SECTION 3. WORK DAY**

Eight (8) consecutive hours of work within the 24-hour period beginning at midnight shall constitute the regular work day.

#### **SECTION 4. WORK SHIFT**

Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift and each shift shall have a regular starting and quitting time.

#### **SECTION 5. WORK SCHEDULE**

Work schedules showing the employee's shifts, work days and hours shall be posted on all department bulletin boards at all times.

Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer. A ten (10) day notice, except for emergency situations, shall be given to the affected bargaining unit employees. The parties mutually agree to meet to negotiate any disputes in the schedule change. If the dispute still exists, the Union shall grieve at the 2nd level of the grievance procedure.

#### **SECTION 6. TEMPORARY ASSIGNMENT PAY**

When an employee with a lower classification rate is required to substitute for a higher job classification rate, the employee will receive the higher rate for all hours worked at the higher job classification. A required substitution shall mean doing the work for a higher classification as directed and approved by the Department Head. Department Heads must approve substitutions and the employee and supervisor shall document substitutions through approved time sheets. Absence of an employee with a higher job classification shall not result in the automatic granting of temporary assignment pay to another employee.

#### **SECTION 7. SHIFTING OF EMPLOYEES**

Employees will not be shifted from one department to another to equalize time worked, or be laid off their regular jobs to evade payment of overtime as provided by contract.

However, in emergency situations, employees may be shifted from one department to another on a temporary basis. Such emergency changes shall be agreed upon by the Union and the Employer.

## **SECTION 8. MAINTENANCE JURISDICTION**

Local #764, AFL-CIO, shall have jurisdiction over all maintenance work in the departments covered by this contract. The Grounds Maintenance Manager shall be permitted to perform work tasks and labor in the City's parks without limitation or obligation to call-in or hold over unit members.

## **SECTION 9. SALARY AND/OR CLASSIFICATION CHANGES**

Any change either in pay rate or job classification for any full-time employee will come through a City representative and the Union.

## **SECTION 10. EMPLOYMENT STATUS**

When hiring new employees the Employer shall designate if they are full-time or part-time help. The probationary period for new full-time hires will be nine (9) months from date of hire.

## **SECTION 11. REST PERIODS**

All employee's work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible, or as designated by the Department Head. Employees required to work two (2) or more hours of overtime shall be granted a fifteen (15) minute rest period as near the end of the regular shift as possible.

## **SECTION 12. MEAL PERIODS**

All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

# **ARTICLE V - HOLIDAYS**

## **SECTION 1. HOLIDAYS RECOGNIZED AND OBSERVED**

The following days shall be recognized and observed as paid holidays. If a holiday is observed on an employee's scheduled day off, the employee shall be paid for the unworked

holiday. Eligible employees who work on any of the holidays listed below shall be paid for the holiday per Article XII Section 6.

New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Three (3) Personal Days\*

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day

- \* The only stipulation on personal days is that the Department Head or his designee must be informed of the employee taking a personal day prior to the start of the scheduled work period. One Personal day may be carried over from fiscal year to fiscal year.

Employees will be paid for all accumulated holidays or personal days on the books upon separation from City Service.

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the paid holiday, or according to national policy and standards.

Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the paid holiday, or according to national policy and standards.

## **ARTICLE VI - SICK LEAVE AND INSURANCE CLAUSE**

### **SECTION 1. SICK LEAVE**

#### **A. ALLOWANCE**

Any eligible employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of their employment, shall receive sick leave with pay. Sick leave may also be used by an employee for non-routine medical practitioner or dentist appointments or examinations for unexpected illness or injury for the employee or family in accordance with Public Act 0099-0841. The utilization of sick leave for these purposes shall be approved by the Department Head or City Manager. The employee will make a good faith effort to schedule such appointments in a manner that is least disruptive to

the work shift, e.g. start, mid or late in the work shift. A medical practitioner shall mean those medical professions acknowledged as such within the City's medical insurance program plan, and including dentists.

Full time employees, hired after the effective date of this Agreement shall be eligible for sick leave when hired and shall be credited with eight (8) hours of sick leave at the end of each month during the first three (3) years of employment. Starting with the fourth year of service the employee will be credited with sixteen (16) hours of sick leave at the end of each month.

Full time employees shall be allowed to accumulate two hundred and forty (240) days (1920 hours) in all.

The Employer will not discipline an employee for legitimate use of sick days.

The Employer may request evidence, which may be in the form of a written medical certification, of use of sick leave if reasonable grounds exist to suspect abuse. If the Employer demands an additional form of proof, different than that which was furnished by the employee, the Employer may require the employee to submit to a medical examination by a physician of the Employer's choice at the Employer's expense.

When the employees are directed to obtain such evidence during their scheduled hours of work, the employee shall be allowed time off without loss of pay or other benefits. Abuse of sick time is the use of sick days for reasons other than those stated in the Collective Bargaining Agreement.

An employee may be required to present a physician's statement certifying that the employee is capable of performing his job prior to his return to work after an extended absence.

An employee shall report to the department head that he is ill before time to report for duty.

Sick leave benefits shall apply to full-time employees only.

## B. UNUSED SICK LEAVE

Employees shall be compensated in cash for one-half (1/2) of any accumulated unused sick leave up to one hundred ten (110) days when they are permanently separated from employment as a result of voluntary resignation, retirement, or death. In the event of death, payment is to be made to the estate of the employee.

The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.

## C. SICK LEAVE CREDITS TO ANOTHER EMPLOYEE.

With the approval of the City Manager, any full-time employee may contribute up to ten (10) sick leave days to another full-time employee who is afflicted with a terminal illness, or a prolonged illness or injury in excess of two (2) weeks and of unknown duration, and has, or is likely to, exhaust sick leave credits to which they are entitled.

## SECTION 2. INSURANCE

The City of Kewanee shall pay the full hospitalization premium for full-time Union employees and their families as agreed upon, including life insurance, dental and vision insurance. Employees shall contribute to the City of Kewanee the dollar amounts shown in the table below for health insurance premiums. Said payments shall be made by withholding the appropriate prorated amount from each paycheck rendered to the employee.

	Effective May 1, 2017	Effective May 1 each year thereafter of the agreement
Family	\$215 per month or 17% of monthly premium cost, whichever is less	1% increase over previous year
Single	\$100 per month or 17% of monthly premium cost, whichever is less	\$100 per month or 17% of monthly premium cost, whichever is less

The benefits covering the hospitalization, medical, surgical, dental & vision, or life insurance, in force on the effective date of this agreement, shall not be changed unless mutually agreed upon by the Employer and Union.

Employees receiving disability pension or retirement pension under Illinois Municipal Retirement Fund shall have the option to continue participation in Health Insurance plan in effect at the time of such pension. The employee shall have the option of including his or her dependents in said hospital/surgical plan.

The City of Kewanee shall contribute fifty percent (50%) of the premium per month toward the Health Insurance plan for all retired Union employees until the retired Union employee reaches the age of sixty-five (65).

### **SECTION 3. INJURY IN THE LINE OF DUTY**

All employees covered under this contract, who are injured in the line of duty shall follow the procedure described in the Illinois State Statutes and regulations concerning Workmen's Compensation. Employees injured in the line of duty are required to see a physician. If the injury does not require the employee to be off fourteen (14) or more calendar days, the City will pay the employee for the first three (3) working days not covered by Workmen's Compensation. Such payment will not be deducted from the employee's accumulated sick leave.

All monies paid by the City to any employee under this Section, shall be repaid by the employee to the City, if any recovery from any entity is made on account of said injury.

## **ARTICLE VII - LEAVES OF ABSENCE**

### **SECTION 1. APPLICATION FOR LEAVE OF ABSENCE**

Any request for leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires.

Authorization for a leave of absence shall be furnished to the employee by his immediate supervisor and it shall be in writing.

Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.

A request for a short leave of absence -- a leave not exceeding one (1) month -- shall be answered within five (5) days. A request for a leave of absence exceeding one month shall be answered within ten (10) days.

In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested. However, if an employee is returning from an education leave during which the employee had acquired the qualifications for a higher rated position the employee shall be returned to the higher rated position under the following conditions:

The position became or remained open during the employee's leave and it is still open at the time the employee returns from leave, and

The employee requests assignment to the higher rated position within ten (10) days after returning from an education leave, and

The employee has greater seniority than other qualified employees requesting assignment to the position.

## **SECTION 2. PAID LEAVES**

### **A. BEREAVEMENT LEAVE**

In the event of a death in the immediate family of an employee, the employee shall be granted up to three (3) days paid leave to attend funeral services. Two (2) days travel time may be granted, with the approval of the Department Head and City Manager, when the employee demonstrates a real need for such additional travel time, as associated with an immediate family member's funeral. Immediate family shall include an employee's spouse, parent, child, step-child, grandchild, brother, sister, grandparent, mother-in-law, father-in-law, step and half brothers and sisters, daughter-in-law, son-in-law, or a spouse's sibling or an employee's sibling's spouse.

### **B. JURY DUTY**

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.



Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.

### **SECTION 3. UNPAID LEAVES**

#### **A. REASONABLE PURPOSE**

Leaves of absence for a limited period, not to exceed six months, shall be granted for any reasonable purpose (to include Family and Medical Leave (FMLA)) as approved by the City Manager. This leave shall be extended or renewed with approval of the City Manager.

#### **B. UNION BUSINESS**

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union be granted a leave of absence upon the approval of the City Manager. The leave of absence may not exceed two (2) years, but it may be renewed or extended for a similar period provided it is approved by the City Manager.

#### **C. ACCUMULATION OF SENIORITY**

An employee granted an unpaid leave of absence under a reasonable purpose or for Union business, shall not accumulate seniority while on the approved leave of absence.

### **SECTION 4. INSURANCE BENEFITS**

Employees on approved unpaid leaves of absence, to include those on a Family and Medical Leave (FMLA) may continue their insurance benefits provided by the Employer by paying one-half of the premium for such plan at group rates. Non payment of premiums will be subject to the City Code provisions for non payment.

## **ARTICLE VIII - VACATIONS**

Every full-time employee shall start to earn and be eligible for paid vacation when hired and shall be credited with vacation time at the end of each month per the following section. Employees shall not be eligible to use vacation until the successful completion of their

probationary period, as established in Article IV, Section 10, and as otherwise approved by department heads or the City Manager.

## **SECTION 1. ELIGIBILITY AND ALLOWANCE**

Full-time employees shall be granted an annual paid vacation as of their date of hire for the period specified below based upon the following service requirements:

Service Requirement	Yearly Vacation Days Authorized	Vacation hours earned per month	Max # of days that can be "on the books"
During the first 4 years	10	6.67	15
From Start of 5th Year to Completion of 10th Year	15	10.00	22.5
From Start of 11th Year to Completion of 16th Year	20	13.33	30
From Start of 17th Year to Completion of 24 <sup>th</sup> year.	25	16.67	37.5
From Start of 25th Year	27	18.00	40.5

A. Vacation Buy Back: Any full-time employee earning at least fifteen (15) days vacation may voluntarily sell back earned, but unused, vacation days, but not all time earned, i.e., employees must use at least one (1) week of vacation time per year.

B. The Employer shall furnish all employees with a notice that they are reaching the maximum number of days on the books not less than thirty (30) days prior to their reaching the maximum accumulation. If employees make a request to take vacation time, to avoid bridging the maximum, and their request is denied they shall have six (6) months in which to use their vacation down to the maximum.

## **SECTION 2. VACATION PAY**

The rate of vacation pay shall be the employee's regular straight time rate.

## **SECTION 3. CHOICE OF VACATION PERIOD**

Vacation periods will normally start on Monday, for five (5) consecutive days, unless otherwise agreed upon by the Department Head.

Vacations shall normally be granted at the time requested by the employee. Unless waived by the Department Head, employees must request vacation time at least five (5) working days prior to the start of the requested vacation period. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation periods. However, once employees with the greater seniority have designated their vacation time, they cannot change their vacation time to another time already selected by an employee with lesser seniority. Employees with the greater seniority shall designate their vacation time by March 1st of each year, if a certain time is desired.

Vacation periods shall normally be taken each year. Employees may elect not to use all vacation days earned during the year. In that case the employee may build up to a maximum of 1.5 times the "Yearly Vacation Days Authorized" in Section 1.

#### **SECTION 4. HOLIDAY DURING VACATION PERIOD**

If a holiday occurs during a vacation period it shall not count as a vacation day, but shall count as a holiday with pay.

#### **SECTION 5. VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION**

Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he had accumulated at the time of separation.

### **ARTICLE IX - WAGES**

#### **SECTION 1. WAGE SCHEDULE**

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. Class B shall serve as a probationary schedule for new employees within their classification and respective division for a period of one (1) year.

## **SECTION 2. CERTIFICATION BONUS**

Employees who require a State of Illinois certification for the performance of their duties will receive additional pay per month as specified in Appendix A under Certification Bonus; however, no employees currently receiving a certification bonus will lose the bonus so long as the certification remains valid. Employees who currently have certifications shall be allowed to keep their certifications current for the purpose of future job promotion opportunities. In the event that a Class B or Class A Certification is required, the parties will negotiate over the rate to be paid for those certifications.

## **SECTION 3. SHIFT DIFFERENTIAL**

A shift premium of ten (10) cents per hour will be added to the base pay of any employees who are normally assigned, on a regular basis, including the night operator in the Street Department, to work a second or third shift.

## **SECTION 4. CDL TESTING**

The use of a City of Kewanee vehicle will be allowed to take any required Commercial Driver's License testing. Advanced notice of not less than one (1) week before the test date will be given to the Department Head. The employee will receive regular pay only for test and travel time. The City shall reimburse the employee the difference in cost between a regular driver's license renewal fee and the CDL renewal fee.

# **ARTICLE X - LONGEVITY**

Longevity shall be instituted after three (3) years of service at the rate and maximum number of years as specified in Appendix A under Longevity pay.

# **ARTICLE XI - CALL IN & HOLD OVER TIME**

## **SECTION 1. CALL IN TIME**

Employees called in outside of their regular shift will receive a minimum of two (2) hours pay at the overtime rate specified in Article XII.

## **SECTION 2. HOLD OVER TIME**

When employees are held over following their regular working hours, they shall receive a minimum of one (1) hour pay at the overtime rate specified in Article XII, regardless of whether or not they actually work the entire hour. After one (1) hour of work, at the overtime rate, overtime will be paid in increments of 15 minutes, and will be documented on the employee's time sheet.

## **ARTICLE XII - OVERTIME**

### **SECTION 1. RATE OF PAY**

Time and one-half (1 1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions. In lieu of cash payment for overtime, employees shall have the option of receiving compensatory time off at a rate equal to the overtime rate (i.e., if worked eight (8) hours of overtime, the employee shall either be paid for twelve (12) hours at the regular rate of pay or shall be allowed twelve (12) hours of compensatory time off at their regular rate of pay). Under no circumstances shall compensation be paid twice for the same hours. Compensatory time may be held on the books for a maximum of one (1) year from the date it was earned. Accumulated compensatory time may be submitted for pay in lieu of time off at the request of the employee. Each year during the month of May, all employees shall cash-in all unused compensatory time earned during the previous fiscal year for cash payment. The employee shall receive payout for such time by a lump sum payment. Any such payment shall be at the rate of pay as it existed in the previous fiscal year. One exception to the mandatory cash-in of all compensatory time earned in the previous fiscal year on May 1<sup>st</sup> of the following fiscal year is that compensatory time earned in the previous fiscal year may be scheduled for, and used, prior to April 30<sup>th</sup> of the following fiscal year. Scheduling the use of the carried forward compensatory time earned in the first fiscal year shall be submitted to, and approved by, the Department Head prior to the end of the first fiscal year (April 30<sup>th</sup>). Scheduling and use of the carried forward compensatory time is irrevocable after April 30<sup>th</sup>, with the exception of an emergency as determined by the Department Head in which case the employee may reschedule the compensatory time cancelled by the emergency, or elect to be paid for said compensatory time.

The overtime rate specified below for Saturday work and for Sunday work shall not be paid to employees for whom these days fall regularly within the first five (5) days of their work week. These employees shall be paid time and one-half (1 1/2) for all work performed on the sixth (6th) day of their regular work week and double time for all work performed on the seventh (7th) day in their regular work week.

## **SECTION 2. DAILY**

All work performed in excess of eight (8) hours in any work day.

## **SECTION 3. WEEKLY**

All work performed in excess of forty (40) hours in any work week.

## **SECTION 4. BEFORE OR AFTER REGULAR HOURS**

All work performed before or after any scheduled work shift.

## **SECTION 5. SATURDAY WORK**

All work performed on Saturday, except as noted below.

## **SECTION 6. SUNDAY AND HOLIDAY WORK**

Double time (2X) shall be paid for all work on Sundays. On holidays, the employee shall receive pay for the holiday as well as double time for all hours worked on any holiday.

## **SECTION 7. (RESERVED)**

## **SECTION 8. WORK AT EMPLOYEE'S OPTION**

In most cases, overtime work shall be voluntary and there shall be no discrimination against any employee who declines to work overtime. However, during an emergency overtime shall be mandatory and any employee who declines to work overtime during an emergency, shall be subject to disciplinary action.

## **ARTICLE XIII - DISCIPLINE AND DISCHARGE**

- A. Discipline shall be progressive and corrective, designed to improve behavior and not merely to punish. Disciplinary actions instituted by the Employer shall be for reasons based upon employee's failure to fulfill their responsibilities as an employee.

Disciplinary action or measures shall include only the following:

- oral reprimand
- written reprimand (notice to be given in writing)
- suspension w/o pay (notice to be given in writing)
- discharge

Any disciplinary action imposed upon an employee may be appealed by the employee or union through the grievance procedure or be submitted to review by the Civil Service Commission. After making such election, the employee is barred from using the other review procedure for that occurrence. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

- B. The Employer agrees that employees shall be disciplined for just cause only. A copy of all suspension and discharge notices shall be provided to the employee and to the Union.
- C. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, with the exception that in any grievance ruled upon by an Arbitrator in a case processed under Article XIV hereof, the Arbitrator shall have the authority to adjust the suspension or discharge as they find to be appropriate given the circumstances.
- D. Reprimands, either oral or written, recorded in the employee's personnel files shall not be used after twelve (12) months to justify subsequent disciplinary action except for a related offense.

- E. The Employer shall conduct disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee and has just cause for discipline. Employees shall be entitled to union representation present at all meetings with the Employer that could lead to the discipline of an employee.
- F. Prior to taking any final disciplinary action and concluding its investigation, the Employer shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him of the reasons for such contemplated disciplinary action and shall give copies of all pertinent documents to the employee. The employee shall be entitled to union representation and shall be given the opportunity to rebut the reasons for such discipline.

## **ARTICLE XIV - SETTLEMENT OF DISPUTES**

Per 5 ILCS 315/6(d) the Union, at its discretion may refuse to process grievances of employees that are unmeritorious. Any grievance that is not advanced beyond the Step at which it was last denied by the City shall be considered settled by both parties.

For the purpose of this article working days shall be Monday through Friday excluding any recognized holidays.

### **SECTION 1. STEPS.**

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step I. The employee and the Union shall take up the grievance or dispute with the employee's Supervisor within ten (10) working days of its occurrence. The Supervisor shall then meet with the involved employee or the Union or both regarding the grievance. The Supervisor shall then attempt to adjust the matter and shall respond to the employee and Union within five (5) working days. Any grievance which is not filed within fifteen (15) working days of the date of its occurrence shall be waived.



Step II. If the grievance still remains unadjusted, it shall be presented by the Union to the City Manager, in writing, within seven (7) working days after the response of the Supervisor is due. The City Manager shall meet with the Union in an attempt to resolve the grievance within seven (7) working days. The City Manager shall respond, in writing, to the Union, with a copy of the response to the involved employee, within five (5) working days following the meeting between the parties.

Step III. If the grievance still remains unadjusted, it may be presented in writing, by the Union, to the Mayor, within five (5) working days after the response of the City Manager is due.

The Mayor shall respond in writing to the Union within seven (7) working days after the regularly scheduled council meeting after receiving the grievance. The Mayor's written response may, at its discretion, request that a meeting with the Union be set up in an attempt to settle the issue. If such a meeting is set up the Council will be represented by the Mayor and one other Councilman. The meeting will take place as agreed upon by the parties, but no later than ten (10) working days after the date of the Council's written request for the meeting. The Council shall respond in writing to the Union within five (5) working days after the meeting between the Union and the Council representatives.

Step IV. If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the City Council is due by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five arbitrators. Both the Employer and the Union shall have the right to strike two names from the panel. The parties shall draw lots to determine who shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator. The arbitration hearing shall commence no later than 60 calendar days after the selection of the arbitrator. If the arbitrator selected is not able to commence the

hearing within 60 days of selection, the arbitrator selection process will be repeated, unless both parties agree to waive the 60 day period.

## **SECTION 2. AUTHORITY OF THE ARBITRATOR**

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument, unless the parties agree to an extension thereof. The arbitrator shall maintain his notes and records of the proceedings for at least six (6) months.

## **SECTION 3. EXPENSES OF ARBITRATION**

Expenses for the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such a record to be made, providing it pays for the record. If the other party request copies of the verbatim record, it shall share equally in the total cost to produce such record. A copy of the record, if made, will be provided to the arbitrator at no cost.

## **SECTION 4. TIME LIMITS**

The time limits at any step of the grievance procedure may be extended by mutual agreement of the Employer and the Union, provided such mutual agreement is contained in writing.

## **SECTION 5. EXPEDITED GRIEVANCES**

Grievances filed as the result of an employee receiving a suspension or being discharged shall automatically be filed at the step above the level at which the discipline occurred.

# **ARTICLE XV - STRIKES AND LOCKOUTS**

## **SECTION 1. LOCKOUTS**

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

## **SECTION 2. STRIKES**

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall employees be required to act as strike breakers or to go through picket lines, including those established by other unions, except to properly service or maintain City equipment or facilities.

## **ARTICLE XVI - GENERAL PROVISIONS**

### **SECTION 1. PLEDGE AGAINST DISCRIMINATION AND COERCION**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

### **SECTION 2. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES**

All Union business conducted on Employer's time by the Steward and member of the Grievance Committee or both shall receive regular rate of pay. Whenever an employee who is serving as Steward or member of a Grievance Committee leaves his job on Union business, he must first give notice that he is leaving to the Department Head. The Department Head shall not

unreasonably deny permission to a Union Official who requests permission to leave on Union business.

### **SECTION 3. PART-TIME EMPLOYEES**

The Employer reserves the right to control hours, benefits, and other conditions of employment of part-time employees. Part-time employees shall be paid no more than two-thirds (2/3) of the scale set under class B in Appendix A.

### **SECTION 4. UNION OFFICIALS**

A list of Union Officers and Grievance Committee members shall be furnished by the Union to the City Manager and to each Department Head after each Union election is held and notice of any changes shall be given accordingly. Authorized representatives of the Union shall be permitted to visit the premises of the Employer for the purpose of conducting Union business provided they do not unduly interfere with the operations of the Employer.

### **SECTION 5. BULLETIN BOARDS**

The Union shall be permitted to post Union notices and information on Departmental bulletin boards. The Union shall be reasonable concerning the content of their postings. These postings shall contain information of benefit to the Union members and shall not contain any political campaign literature related to any City Elections.

### **SECTION 6. UNIFORMS AND PROTECTIVE CLOTHING**

If any employee is required to wear a uniform, protective clothing, or any type of protective clothing or protective device as a condition of employment, such uniforms, protective clothing or protective device, such as gas masks, shall be furnished to the employee by the Employer.

- A. Exception to this policy is made for safety footwear. Employees required to wear OSHA-compliant footwear while on duty shall provide their own OSHA-compliant footwear. Reimbursement and general conduct of both parties concerning said safety footwear shall be as follows:
  - a) Employee shall select and purchase OSHA-compliant footwear.
  - b) Footwear shall meet the applicable safety standards.
  - c) Footwear shall be worn while on duty.
  - d) Footwear may be worn while off duty.

- e) Purchase receipts for footwear have to be submitted for reimbursement. Reimbursement shall include sales tax or any other applicable taxes.
- f) Reimbursement amount is limited to \$200 per employee per fiscal year, whether a single reimbursement, or in aggregate amount, to be used for boots, protective clothing, or office appropriate attire as applicable. .
- g) Multiple claims for reimbursement may be submitted in any single fiscal year.
- h) The employer shall reimburse employee for safety footwear irreparably damaged by a single event in the line of work, normal wear and tear excepted.
- i) The employee's Department Head has to approve damage claims for safety footwear prior to reimbursement being issued.
- j) Reimbursement for damaged safety footwear is not included in the \$200 annual limit.
- k) If an employee does not utilize his/her entire reimbursement of \$200.00 during the fiscal year, the remaining amount shall be added to the following year's reimbursement. The amount any employee may keep for reimbursement shall not exceed \$600.00.

## **SECTION 7. CITY AUTHORITY**

Nothing in this Agreement shall be construed as delegating to others the authority vested by law and the corporate authority of the City and its duly elected or appointed officers, or in any way abridging or reducing such authority, or infringing upon the responsibility thereof to the people of the City.

## **SECTION 8. SAVINGS CLAUSE**

Should any Article, Section or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction such decision of the court shall apply only to that specific Article, Section or portion thereof and insofar as may be possible shall not affect the provisions otherwise appearing herein.

## **SECTION 9. RULES AND REGULATIONS**

The Union agrees that employees shall comply with all work rules presently in effect or subsequently established by the City. The City agrees that the reasonableness of work rules or the discriminatory application of such rules may be subject to the grievance procedure.

## **SECTION 10. CITY PROPERTY**

An employee leaving the service of the Employer, whether through resignation, retirement, layoff or discharge, is responsible for returning any City property which he may have

in his possession. Failure to return City property may result in the employee's final check being held up with a deduction being made for the value of the property.

## **SECTION 11. RESIDENCY**

An employee must live within fifteen (15) air miles of the Kewanee city limits.

# **ARTICLE XVII - WATER DIVISION (Special Provisions)**

## **SECTION 1. CHIEF OPERATOR**

The Chief Operator shall normally work two (2) hours on Saturday and two (2) hours on Sunday for the purpose of ensuring that the water system is operating properly. If the Chief Operator is unavailable for work, he shall designate another full-time water division employee to work the two (2) hours on Saturday or Sunday or both. This work is not considered a scheduled work period and will be paid at the applicable overtime rate of pay.

## **SECTION 2. JOB CONDITIONS**

The Chief Operator must have a State of Illinois Operator's Certificate, be knowledgeable and capable of performing the duties of all classifications within the Water Division, and be able to perform the duties as outlined by the Illinois EPA.

## **SECTION 3. HOURS OF WORK**

Eight (8) hours will constitute a work day, five (5) consecutive eight (8) hour days, Monday through Friday inclusive will constitute the forty (40) hour work week.

The hours of the shift shall be from 7:00 am to 3:30 pm excluding one-half (1/2) hour for unpaid lunch period from 12:00 noon to 12:30 p.m. except employee(s) as assigned per Article IV, Sec. 1 Regular Hours.

At no time shall an employee's regular shift be changed to avoid the payment of overtime.

# **ARTICLE XVIII - SENIORITY RIGHTS**

## **SECTION 1. DEFINITION**

When forces are reduced or restored, the principle of seniority City wide applied, will govern the regular full-time employees.

When new jobs are created or vacancies occur in positions covered by this Agreement, the employee(s) with the most seniority, except as noted in Item 4 below, in the Department or division (e.g., Cemetery and Parks Department, Accounts and Finance Department or in a Division of the Public Works Department) where the vacancy occurs or position is created will be given the first opportunity to qualify for the vacancy, after which members of other departments or divisions will be allowed to qualify for the vacancy. New jobs or vacancies shall be posted City wide by a Union official for at least five (5) working days. If the new job or vacancy is still not filled, the Union will inform the City Manager. All postings will be removed by a Union official. For the purpose of this contract, working days shall be Monday through Friday excluding any contractually recognized holidays.

1. The term promotion, as used in this provision, means the advancement of an employee to a higher paying position or the re-assignment of an employee -- at the employee's request -- to a position the employee considers to be in his best interest regardless of the rate of pay.
2. Whenever a job opening occurs in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such opening shall be posted on all bulletin boards for five (5) working days.
3. During this period, employees who wish to apply for the open position or job -- including employees on layoff -- may do so. The application shall be in writing and it shall be submitted to the employee's immediate supervisor.
4. With the exception of Division foremen, (Cemetery, Streets, Water Distribution), the Employer shall fill the opening by promoting the employee with the longest continuous service. In the case of the Division foremen, the employer shall fill the opening by selecting the posting signer in the Union that, in the employer's sole opinion, best exhibits the skills required to satisfactorily complete the requirements of the position, regardless of seniority within the Division, the Department, or City-wide, This selection process shall not be applied retroactively to the three persons holding the three foremen positions on the date this agreement was first signed in 2007, but shall be applicable to all successors to those persons.

All Union employees will have ninety (90) working days probation when applying for the next higher classification. If, in the judgment of the Employer, the employee cannot learn the job, he will be returned to his former job at his former rate of pay.

## **SECTION 2. LAYOFF AND RECALL**

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority.

When a vacancy occurs in the existing work force and the City determines not to fill the vacancy, the Union shall be notified and the City and the Union shall meet concerning the City's determination. The Union shall have the right to grieve the determination at Step II of the grievance procedure. However, such grievances shall not be subject to arbitration.

The City agrees that all part-time employees of the City will be laid off before any regular full-time employees are laid off.

When an employee is laid off due to a reduction in the work force, or the elimination of his job, he shall be permitted to exercise his seniority rights to bump (replace an employee with less seniority). Such employee may, if he so desires, bump any employee in an equal or lower job classification, provided the bumping employee is qualified and has greater seniority than the employee whom he bumps.

When job(s) are abolished and it is later determined that the position(s) are about to be reopened the employee(s) who held the original position which was abolished at the time the position was abolished will be given first choice of return to said prior position, provided said employee is qualified to resume when said position is recreated and provided said position is the same or substantially the same as the position which was earlier abolished. If an employee turns down said right of return (in writing) the job shall then be posted and filled by City wide seniority.



When the work force is increased employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

Employees will remain on recall status for a period of time equal to one (1) year for each year of service with the City. Employees on layoff and who are subject to recall are responsible for furnishing the Employer with current addresses and any subsequent change of address.

Employees who are on lay off may be recalled to a full time position other than their regular position. If an employee is physically able and qualified to perform an offered position and declines to take the offered position his recall rights shall cease. Employees who are recalled and accept a full time position other than their previous position in a department, shall be paid at the non-probationary class-rate and receive all benefits provided for by this Agreement.

### **SECTION 3. APPLICATION OF SENIORITY**

Seniority within classification, as well as individual qualifications to do the tasks required, shall prevail on the first assignment of work within the department each day.

Employees who are discharged for cause, will lose all their seniority rights.

Employees transferred from one department to another will retain their seniority in the department they are leaving, providing he or she moves to a department covered by this contract. The employee will not gain seniority rights over any other employee in the department to which he or she is transferred. In case of a reduction of forces in that department, the employee will return to his or her original department to claim their seniority and classification there.

Employees who are sick or suffer an injury rendering themselves unable to work, will not lose their seniority and vacation rights.

A department seniority list will be posted in every department covered by this contract on May first (1st) and November first (1st) each year. This list shall be made by the Union.

These seniority lists must be satisfactory with the employees committee (Executive Board) and the list once accepted as correct, may not be altered except for addition of new members at the bottom of the list. The name of anyone leaving a job covered by this contract shall be stricken. This list shall be made by the Union.

## **ARTICLE XIX - PART-TIME EMPLOYEES**

Part time employees may be used to perform duties that are seasonal in nature. Part time employees may temporarily fill a vacated full time position for up to thirty (30) calendar days or until a new employee is hired, whichever is shorter. The Employer shall not use part time employees in such a manner that would erode full time employment opportunities in the bargaining unit. No part time employees shall work more than one-hundred and ten (110) working days, eight-hundred and eighty hours, in a calendar year. Seasonal employees, e.g., those employed to address work of a seasonal nature most commonly found in the parks or cemetery departments, may work through the duration of a growing season which is anticipated not to exceed 1,200 hours/150 days, the City shall notify the Union in writing if such action is deemed necessary. If the classification is to be continued and is permanent, said classification shall be filled according to Article XVIII. The posting of the classification shall also include specifications.

## **ARTICLE XX - DRUG TESTING**

### **SECTION 1. STATEMENT OF POLICY**

The City of Kewanee and the Union intend to fully implement the requirements of the Drug Free Workplace Act. It is the position of the Union and the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. The purpose of this policy shall be achieved in such manner as to not violate any established right of the employee.

### **SECTION 2. PROHIBITIONS**

Employees shall be prohibited from:

- A. Consuming or possessing alcohol or illegal drugs at any time during the work day or anywhere on any Employer premises or job sites, including all Employer buildings, properties, vehicles and the employee's personal vehicle while engaged in Employer Business;
- B. Illegally selling, purchasing or delivering any illegal drug during the work day or on the Employer's premises;
- C. Being under the influence of alcohol or illegal drugs during the course of the work day;
- D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

### **SECTION 3. DRUG AND ALCOHOL TESTING PERMITTED**

Where the Employer has reasonable suspicions to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the work day, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. At least one non-bargaining unit supervisory personnel must certify their reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. There shall be no random or unit-wide drug testing of employees, except random testing of an individual employee as authorized in section 8 below. The foregoing shall not limit the right of the Employer to conduct such test as it may deem appropriate for persons seeking employment as employees prior to their date of hire.

### **SECTION 4. ORDER TO SUBMIT TO TESTING**

At the time an employee is ordered to submit to testing authorized by this Agreement the Employer shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the Union at the time that the order is given. No questioning of the employee shall be conducted without first affording the employee the right to Union representation. Refusal to submit to such testing

may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

## **SECTION 5. TEST TO BE CONDUCTED**

In conducting the testing authorized by this Agreement, the Employer shall:

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- B. Insure that the laboratory or facility selected conforms to all (NIDA) standards;
- C. Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result;
- D. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if required by the employee;
- E. Collect samples in such manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- F. Confirm any sample that test positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- G. Provide the employee testing with an opportunity to have additional sample tested by a clinical laboratory or hospital facility of the employee's choosing, at the

employee's own expense; provided the employee notify the Employer within seventy-two (72) hours of receiving the results of the tests;

- H. Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in any manner or forum adverse to the employee's interests;
- I. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .08 for clerical employees, and .04 for employees enrolled in the USDOT testing program, or more based upon grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standards shall not preclude the Employer from attempting to show that test results less than .04 for employees enrolled in the USDOT testing program, demonstrate that the employee was under the influence, but the Employer shall bear the burden of proof in such cases;
- J. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- K. Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative result.

## **SECTION 6. RIGHT TO CONTEST**

The Union or the employee with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the testing or results or any other alleged violation of this Agreement. Such

grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

## **SECTION 7. VOLUNTARY REQUEST FOR ASSISTANCE**

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available through its employee assistance program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests. An employee required to be absent from work due to the voluntary request for assistance shall use accrued leave to maintain pay during any such absences. An employee that exhausts accrued leave shall be placed on unpaid leave per Article VII, Section 3 hereof.

## **SECTION 8. DISCIPLINE**

In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, and all employees who voluntarily seek assistance with drug or alcohol or both related problems, shall not be subject to any disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:

- A. The employee agreeing to appropriate treatment as determined by the physician(s) involved;
- B. The employee discontinues the use of illegal drugs or alcohol;
- C. The employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months;
- D. The employee agrees to submit to random testing during hours of work.

- E. This discipline shall apply only for a six year period immediately following the first instance. Any incident occurring more than six years after the first occurrence shall be considered a separate incident, and treated accordingly.

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, in the form of discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave pending and during treatment. The foregoing shall not limit the City's right to discipline employee for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Both the Union and the Employer recognize that it is a medical fact that alcoholism is a disease and is subject to treatment.

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his normal duties may be temporarily reassigned with pay to other more suitable duties.

## **ARTICLE XXI - WELFARE TO WORK**

No AFSCME represented position shall be eliminated, hours reduced, or otherwise reduced in pay, as a result of any welfare to work initiatives. Duties normally performed by AFSCME represented employees shall not be assigned to welfare recipients or welfare to work participants, or any public, private, charitable or other organization using the services of welfare recipients and/or welfare to work participants, nor shall AFSCME represented employees in any way be displaced or replaced by such individuals.

The parties recognize that the purpose of welfare to work programs is to enable participants to successfully enter the work force, that the use of welfare to work participants shall be in accordance with the Collective Bargaining Agreement and that all welfare recipients and

welfare to work participants shall be afforded sufficient training and opportunity to advance pursuant to contractual procedures.

## **ARTICLE XXII – LABOR-MANAGEMENT CONFERENCES**

The Union and Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and representatives of the Employer. Conferences shall be requested at least seven (7) days in advance, by either party by placing in writing a request to the other for a “labor-management conference” and expressly providing the agenda for such meeting. Agreement to confer shall not be unreasonably withheld by either party.

## **ARTICLE XXIII – MANAGEMENT RIGHTS**

The employer shall retain its inherent management rights, which shall include such areas of discretion or policy as the function of the employer, the standards of services, its overall budget, the organization structure and selection of new employees, examination techniques and directions of employees, and the total number of employees employed. Furthermore, except as otherwise provide elsewhere in the terms of this agreement, the employer shall retain the right to promote, suspend, discipline or discharge employees with just cause, to lay off or relieve employees from duty; to make, publish and enforce reasonable rules and regulations; and to introduce new or improved methods, equipment or facilities, provided that no right enumerated in the agreement shall be exercised or enforced in a manner contrary to the provisions of this agreement.

## **ARTICLE XXIV- TERMINATION**

This Agreement shall be effective as of the first day of May, 2017 and shall remain in full force and effect until the thirtieth day of April, 2022. This Agreement shall be automatically renewed from year-to-year unless either party gives notice in writing to the other at least one-hundred and ten (110) days prior to the termination date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the termination date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.



In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the termination date set forth in the preceding paragraph.

## APPENDIX A

### REGULAR WAGES

	<b>PER HOUR EFFECTIVE</b>		
<b>CLASSIFICATION</b>	<b>May 1, 2017</b>	<b>May 1, 2018</b>	<b>May 1, 2019- May 1, 2021</b>
Working Foreman	\$23.75	\$24.82	CPI
Leadman	\$22.45	\$23.46	CPI
Chief Operator	\$21.53	\$22.50	CPI
Operator (Equipment & Water)	\$21.17	\$22.12	CPI
Operator Probationary, (Class B)	\$16.93	\$17.69	CPI
Class A (Truck driver, picker, laborer)	\$20.47	\$21.39	CPI
Class A Probationary (Class B)	\$16.37	\$17.11	CPI
Clerk III	\$18.58	\$19.41	CPI
Clerk II	\$17.86	\$18.67	CPI
Clerk I	\$17.70	\$18.49	CPI
Clerk I Probationary (Class B)	\$14.16	\$14.80	CPI

The Consumer Price Index for the previous twelve months, not less than 2.5% nor more than 4% for 2019 and 2020, not less than 3% nor more than 4% for 2021.

### LONGEVITY PAY

		<b>Rate per month for each year of service.</b>
5/1/2017	After 3 years of service	\$6.50

### CERTIFICATION BONUS

<b>Type Certification</b>	<b>Bonus per Month</b>	<b>Bonus per Month</b>
State of Illinois Certification to Operate Kewanee Public Water System	CLASS D \$40.00	CLASS C \$50.00
Traffic Control Flagger	\$15.00	
PACP Certification	\$40.00	

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of  
, 2017.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
AFSCME Staff Representative

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President, Local 764

\_\_\_\_\_  
Vice-President, Local 764

\_\_\_\_\_  
Secretary/Treasurer, Local 764

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	May 22, 2017	
RESOLUTION OR ORDINANCE NUMBER	Resolution #5053	
AGENDA TITLE	A RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY THE CITY OF KEWANEE FOR FISCAL YEAR 2017-2018, UNDER THE ILLINOIS HIGHWAY CODE,	
REQUESTING DEPARTMENT	Engineering	
PRESENTER	Dale Nobel, P.E. City Engineer	
FISCAL INFORMATION	Cost as recommended:	\$415,000
	Budget Line Item:	15-41-514
	Balance Available	\$434,500 (Budget #)
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Appropriates Motor Fuel Tax Dollars for the annual street maintenance program	
BACKGROUND	Motor Fuel Tax (MFT) Funds are the City's primary source for the annual street maintenance program. The City receives \$350,000 +/- per year from the State's MFT coffers. The expenditures from MFT require us to follow the IDOT procedures for the preparation of the Plans and specifications as well as the bidding process through the State's bid posting bulletin.	
SPECIAL NOTES	N/A	

<b>ANALYSIS</b>	This year's MFT program calls for the expenditure of slightly more than \$400,000. Streets for maintenance were selected based on traffic loading and condition and only represent a small portion of the streets that need maintenance or upgrading. We estimate it would take a budget of nearly \$8 million to bring our local streets up to satisfactory condition.
<b>PUBLIC INFORMATION PROCESS</b>	N/A
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>STAFF RECOMMENDATION</b>	Staff recommends adoption
<b>REFERENCE DOCUMENTS ATTACHED</b>	Map of the area to be included is available in the City Engineer's office and was presented to Council at the May 8, 2017 meeting.

**RESOLUTION NO. 5053**

A RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY THE CITY  
OF KEWANEE FOR FISCAL YEAR 2017-2018, UNDER THE ILLINOIS HIGHWAY CODE,  
AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE  
IMMEDIATELY.

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

**WHEREAS,** Said improvement is the annual street maintenance program, known as Section 17-00000-00-GM; and,

**WHEREAS,** Competitive bids will be acquired for the construction of Section 17-00000-00-GM.

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

**Section 1**      There is hereby appropriated the sum of \$415,000 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2017 to April 30, 2018.

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

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

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

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

Adopted by the Council of the City of Kewanee, Illinois this 22<sup>nd</sup> day of May, 2017.

ATTEST:

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

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

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

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**APPROVED**

\_\_\_\_\_  
Date

Department of Transportation

\_\_\_\_\_  
District Engineer



**Municipal Estimate of  
Maintenance Costs**



Submission Type **Original**

Local Public Agency

**KEWANEE**

County

**Henry**

Section

**17-00000-00-GM**

Maintenance Period  
Beginning

**05/01/17**

Ending

**04/30/18**

**Estimated Cost of Maintenance Operations**

Maintenance Operation (No. and Description)	Maint. Eng. Group	Insp. Req.	For Group I, IIA, IIB or III					Est Total Operation Cost
			Item	Unit	Quantity	Unit Price	Item Cost	
1. Base Course	IV	Y	Agg. Surf. Course, 2"	Ton	1,391	\$38.00	\$52,858.00	\$52,858.00
	IV	Y	Agg. Base Repair, 10"	SY	25	\$65.00	\$1,625.00	\$1,625.00
	IV	Y	Preparation of Base	SY	12,217	\$2.00	\$24,434.00	\$24,434.00
2. Bituminous Surface	IV	Y	Asphalt MC-30	Gal.	5,090	\$7.00	\$35,630.00	\$35,630.00
	IV	Y	Asphalt 46-28	Gal.	12,271	\$5.00	\$61,355.00	\$61,355.00
	IV	Y	Cover Coat Agg CA-13	Ton	182	\$62.00	\$11,284.00	\$11,284.00
	IV	Y	Seal Coat Agg CA-16	Ton	247	\$62.00	\$15,314.00	\$15,314.00
	IV	Y	Bit. Materials, Prime Ct	LB	29,290	\$0.57	\$16,695.30	\$16,695.30
	IV	Y	Bit. Surf. Removal, VD	SY	5,645	\$7.00	\$39,515.00	\$39,515.00
	IV	Y	Leveling Binder	Ton	69	\$100.00	\$6,900.00	\$6,900.00
	IV		HMA Surface Course	Ton	104	\$100.00	\$10,400.00	\$10,400.00
	IV		Incidental HMA Surf.	Ton	5	\$175.00	\$875.00	\$875.00
	IV		Bit. Hot-Mix Sand Seal	Ton	858	\$105.00	\$90,090.00	\$90,090.00
	IV		Class D Patches, 6"	SY	30	\$120.00	\$3,600.00	\$3,600.00
Shoulders, Drainage	IV		Pipe Culvert, TY 1, 8"	LF	130	\$35.00	\$4,550.00	\$4,550.00
	IV		Driveway Aggregate	Ton	20	\$40.00	\$800.00	\$800.00
	IV		Agg. Shoulders, TY. A	Ton	20	\$40.00	\$800.00	\$800.00
Utility Adjustments	IV		Adjust MH Fr & Gr	Ea.	15	\$950.00	\$14,250.00	\$14,250.00
	IV		Adjust Water Valve	Ea.	5	\$350.00	\$1,750.00	\$1,750.00
Bituminous Surface	IIA		Cold Patch	Ton	285.7	\$70.00	\$19,999.00	\$19,999.00
Add Row								<b>Total Estimated Maintenance Operation Cost \$412,724.30</b>

**Estimated Cost of Maintenance Engineering**

Preliminary Engineering	
Engineering Inspection	
Material Testing	
Advertising	
Bridge Inspections	
<b>Total Estimated Maintenance Engineering Cost</b>	

**Maintenance Program Estimated Costs**

	Estimated Cost	MFT Portion	Other Funds
Maint Oper	\$412,724.30	\$412,724.30	
Maint Eng			
<b>Totals</b>	<b>\$412,724.30</b>	<b>\$412,724.30</b>	
<b>Total Estimated Maintenance Cost</b>			<b>\$412,724.30</b>

**Submitted**

Municipal Official

Date

Title

City Clerk

**Approved**

Regional Engineer

Department of Transportation

Date





## Municipal Maintenance Operations

Section Number	17 - 00000 - 00 - GM
Municipality	KEWANEE

[illegible]

**Submit Four (4) copies to Regional Engineer**



# Illinois Department of Transportation

## Municipal Maintenance Operations

Section Number 17 - 00000 - 00 - GM  
Municipality KEWANEE

Location			Surface				Maintenance Operation			Quantity & Unit
Street	From	To	Existing Type	Length	Width	No.	Description			
2. BITUMINOUS SURFACE										
a. Asphalt MC-30 Prime (Oil & Chip / Rebuild )						2a				
b. Asphalt PG 46-28 ( Cover & Seal Coats)						2b				
c. Cover Coat Aggregate, CA-14						2c				
d. Seal Coat Aggregate, CA-16						2d				
							2a	2b	2c	2d
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							2a	2b	2	

Submit Four (4) copies to Regional Engineer



# Illinois Department of Transportation

## Municipal Maintenance Operations

Section Number 17 - 00000 - 00 - GIM  
Municipality KEWANEE

Location			Surface			Maintenance Operation		
Street	From	To	Existing Type	Length	Width	No.	Description	Quantity & Unit
				SUBTOTALS		2a	14544	S. Y.
						2b	19771	S. Y.
						2c	14544	S. Y.
						2d	19771	S. Y.
							TOTAL 2a.	5090 Gal
							TOTAL 2b.	12271 Gal
							TOTAL 2c	182 Ton
							TOTAL 2d	247 Ton
2. BITUMINOUS SURFACE & HMA PAVEMENT								
2f. Bituminous Concrete Surface Removal, VD						2f	SY	
2g. Prime Coat (Asphalt RC-70)						2g	POUND	
2h. Leveling Binder, MN, N50						2h	TON	
2i. HMA Surface Course, Mix C, N50						2i	TON	
Rice	Second	Third	Bit.	330	24	2fg	110 1478	
Rice	Second	Third	Bit.	215	24	2fghi	573 966 33.8 50.7	
Rice	Third	3 1/2	Bit.	271	24	2fg	110 1218	
Rice	Fourth	Sixth	Bit.	650	24	2fg	110 2915	
McKinley	Main	Morton	Bit.	600	22	2fg	650 2461	
McKinley	Morton	Vine	Bit.	908	22	2fg	875 3730	
Midland	Beach	Mission	Bit.	349	26	2fg	400 1697	
Midland	Mission	Crescent	Bit.	726	26	2fg	700 3520	
Vine	McKinley	Roosevelt	Bit.	363	27	2fg	400 1831	
Vine	Roosevelt	Williams	Bit.	331	25	2fg	300 1546	
Cottage	Park Row	Park Ave.	Bit.	32	14	2ghi	84 2.9 4.4	
Cottage	First	Commercial	Bit.	40	7	2ghi	50 1.8 2.8	
Central	Main	Burr	Bit.	388	47	2fg	464 3460	
Central	Burr	Elm	Bit.	395	47	2fg	438 3469	

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# Municipal Maintenance Operations

Section Number 17 - 00000 - 00 - GM  
Municipality KEWANEE

Location			Surface			Maintenance Operation		
Street	From	To	Existing Type	Length	Width	No.	Description	Quantity & Unit
Prospect	Elliott	Elliott	Bit.	149	31.1	2fahi	515 865 30.4 45.6	
BITUMINOUS CONCRETE SURFACE REMOVAL, VD					TOTALS	2f		5645SY
PRIME COAT(RC-70)						2g		29290LBS
LEVELING BINDER, MN, N50						2h		69 TON
HMA SURFACE COURSE, MIX C, N50						2i		104 TON
2. BITUMINOUS SURFACE								
2j. Class D Patches, 6"						2j	SY	
2k. Incidental HMA						2k	TON	
Cottage	Central	First	Bit.	17	7.5	2j	14.2	
College	Tenney	Hollis	Bit.	8.2	5	2j	4.6	
Dwight	McClure	Hilltop	Bit.	8	8	2j	7.1	
Various			Bit.			2k	5	
Class D Patches, 6"					TOTALS	2j		30 TON
Incidental HMA						2k		5 TON
2. BITUMINOUS SURFACE								
2l. Bituminous Hot-Mix Sand Seal (Special), 3/4"						2l	TON	
Central	Main	Burr	Bit.	388	47	2l	89.7	
Central	Burr	Elm	Bit.	395	47	2l	91.3	
Rice	Sixth	Fourth	Bit.	650	24	2l	76.7	
Rice	Third	31/2	Bit.	271	24	2l	32.0	
Rice	Second	Third	Bit.	330	24	2l	38.9	
Midland	Beach	Mission	Bit.	349	26	2l	44.6	
Midland	Mission	Crescent	Bit.	726	26	2l	92.8	
McKinley	Main	Morton	Bit.	600	22	2l	64.9	
McKinley	Morton	Vine	Bit.	908	22	2l	98.2	
Vine	Williams	Roosevelt	Bit.	331	25	2l	40.7	
Vine	Roosevelt	McKinley	Bit.	363	27	2l	48.2	

Submit Four (4) copies to Regional Engineer



# Municipal Maintenance Operations

Section Number 17 - 00000 - 00 - GM  
Municipality KEWANEE

Location			Surface			Maintenance Operation		
Street	From	To	Existing Type	Length	Width	No.	Description	Quantity & Unit
Radii & Surface Prep	Various		Bit.			140		
BITUMINOUS HOT-MIX SAND SEAL (SPECIAL)				TOTAL				858 TON
3. SHOULDERS, DITCHES, DRAINAGE								
3a. Aggregate Shoulders, Ty. A							TON	
3b. Driveway Aggregate, CA-6							TON	
3c. Pipe Culverts, TY.1 8"							LF	
Aggregate Shoulders	Various					3a	20	
Aggregate Driveway	Various					3b	20	
Golden	Cambridge	AA	Bit.			3c	40	
Irwin	Cambridge	AA	Bit.			3c	40	
West	Dewey	Division	Bit.			3c	50	
AGGREGATE SHOULDERS, TY. A				TOTAL				20 TON
DRIVEWAY AGGREGATE, CA-6								20 TON
PIPE CULVERTS, TY. 1, 8"								130 LF
4. UTILITY ADJUSTMENTS								
4a. Adjust Manhole Frame & Grate							Ea.	
4b. Adjust Water Valve							Ea.	
Seventh	Harbour	See	Bit.			3ab	1	
Seventh	See	Harison	Bit.			3a	1	
Seventh	Harrison	Monroe	Bit.			3ab	1	
Seventh	Monroe	Florence	Bit.			3a	1	
See	Lake	Seventh	Bit.			3a	2	
Fourth	Boss	Rice	Bit.			3ab	1	
Golden	Cambridge	AA	Bit.			3ab	2	
Irwin	Cambridge	AA	Bit.			3a	2	
Irwin	AA	Dead End	Bit.			3a	2	
Payson	College	Garfield	Bit.			3a	1	

Submit Four (4) copies to Regional Engineer



Section Number 17 - 00000 - 00 - GM  
Municipality KEWANEE

Submit Four (4) copies to Regional Engineer

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
<b>MEETING DATE</b>	May 22, 2017	
<b>RESOLUTION OR ORDINANCE NUMBER</b>	Ordinance #3886	
<b>AGENDA TITLE</b>	Consideration of an Ordinance amending Sections 50.09-(A) and 50.09-(D) Rates and Rules for Solid Waste Pickup and Section 50.10-(E)(3)(a)-1 Solid Waste Transfer Station Standard Rates of Chapter 50 Solid Waste Management, of Title V Public Works of the Kewanee City Code.	
<b>REQUESTING DEPARTMENT</b>	Public Works	
<b>PRESENTER</b>	Rod Johnson Public Works Operations Manager	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	57-44-363, 57-44-368 & 57-44-375
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To increase the user service charge for residential solid waste pickup from \$9.56 to \$13.50 monthly, increase the cost of excess container tags from \$.50 to \$1.00, and increase the minimum disposal fee at the Transfer Station from \$5 to \$10 in order to offset projected deficits.	

<b>BACKGROUND</b>	The fees for municipal curb-side collection of solid waste and recyclables have not been increased since May 2012. Beginning with the property tax levy passed in December 2015, property taxes previously levied for the Sanitation Fund were decreased to zero. Sanitation Fund expenses have increased 24% over the last 5 years while revenues during the same time period have only increased 3%.
<b>SPECIAL NOTES</b>	N/A
<b>ANALYSIS</b>	An increase in the monthly service charge is needed to keep the Sanitation Fund a self-supporting fund.  The proposed increase of the monthly rate is estimated to increase revenues by \$225,000.
<b>PUBLIC INFORMATION PROCESS</b>	N/A
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>STAFF RECOMMENDATION</b>	Staff recommends approval.
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance #3886



CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	May 22, 2017	
RESOLUTION OR ORDINANCE NUMBER	Ordinance #3886	
AGENDA TITLE	Consideration of an Ordinance amending Section 92.06 Rates and Charges of Chapter 92 Cemeteries.	
REQUESTING DEPARTMENT	Cemetery	
PRESENTER	Kevin Newton, Grounds Maintenance Manager	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Increases fees for cemetery services.	
BACKGROUND	The cemetery burial and perpetual care fees have not been increased since January 2012, while stone setting permit fees have not been increased since 1997. Costs associated with providing these services have continued to increase. It is desired to have the Cemetery Enterprise Fund become less reliant on the General Fund, which provides approximately \$150,000 to \$200,000 annually to subsidize operation expenses.	
SPECIAL NOTES	N/A	

<b>ANALYSIS</b>	Staff researched cemetery fees and prices of local private and municipally owned/operated cemeteries, as well as cemeteries owned/operated by cities we use for benchmarking to compare against our prices and fees. While our current fees still fall within the high and low range of compared fees and prices it is my recommendation we increase our fees and prices 5% rounding up to the nearest five dollars, for the burial and perpetual care fees. As to the stone setting permits, my recommendation is to increase the price by \$25 for each of the categories, to compensate for the 20 years with no increase. This increase will help with cemetery operating expenses while still being competitive when compared to the cemeteries used for research.
<b>PUBLIC INFORMATION PROCESS</b>	N/A
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>STAFF RECOMMENDATION</b>	Staff recommends approval.
<b>REFERENCE DOCUMENTS ATTACHED</b>	N/A

ORDINANCE NO. 3886

AN ORDINANCE AMENDING SECTIONS 50.09-(A) AND 50.09-(D) RATES AND RULES FOR SOLID WASTE PICKUP AND SECTION 50.10-(E)(3)(A)-1 SOLID WASTE TRANSFER STATION STANDARD RATES OF CHAPTER 50 SOLID WASTE MANAGEMENT, OF TITLE V PUBLIC WORKS; AND SECTIONS 92.06, RATES AND CHARGES, AND 92.08-(B) PLACEMENT OF HEADSTONES PERMIT REQUIRED, OF CHAPTER 92: CEMETERIES OF THE KEWANEE CITY CODE, ESTABLISHING FEES FOR USE OF CITY CEMETERIES AND THEIR SERVICES, AND DECLARING THAT THIS ORDINANCE WILL BE IN FULL FORCE AFTER PASSAGE AND PUBLICATION AS REQUIRED BY LAW.

WHEREAS, The fees for use of the City's Cemetery's services and burial spaces, municipal curb-side collection of solid waste and recyclables have not been changed since 2012, and;

WHEREAS, The costs associated with providing these services have increased since this last fee adjustment, and;

WHEREAS, Both the Cemetery and Sanitation Funds are forecasted to operate in deficit spending without an increase in fees; and

WHEREAS, It is desired to have the Cemetery Fund become less reliant on revenue from the General Fund, which provides approximately \$150,000 to \$200,000 annually to subsidize operating expenses of the Cemetery Department.

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

**Section 1** Section §50.09-(A) of the Kewanee City Code is hereby amended by striking the words shown as stricken through (sample) and inserting the words shown as underlined (sample) at their respective locations.

“§ 50.09 RATES AND RULES FOR SOLID WASTE PICKUP.

(A) As specified in this chapter for the management of residential solid waste to include refuse, curbside recycling, yard waste, and bulk brush there is established a service charge of ~~\$9.56~~ \$13.50 per month. This rate shall commence and be effective for utility bills due on, or about, ~~July 20 2012~~ June 20, 2017, and remain in effect thereafter.”

**Section 2** Section §50.09-(D) of the Kewanee City Code is hereby amended by striking the words shown as stricken through (sample) and inserting the words shown as underlined (sample) at their respective locations.

“§ 50.09 RATES AND RULES FOR SOLID WASTE PICKUP.

- (D) Excess containers. Tags sold to authorize the collection of excess solid waste containers will be ~~\$0.50~~ \$1.00 per excess tag when sold to individual users. To encourage retail vendors to also sell such tags thereby increasing ease of use of the program, the cost to retail vendors re-selling the tags to users is ~~\$0.45~~ \$0.95 per excess tag, sold only in lots with a minimum of 250 tags per lot.

**Section 3** Section §50.10-(E)(3)(a)-1 of the Kewanee City Code is hereby amended by striking the words shown as stricken through (sample) and inserting the words shown as underlined (sample) at their respective locations.

“§ 50.10 SOLID WASTE TRANSFER STATION.

- (E) Rates.
- (3) Standard rate.
- (a) The standard rate will consist of a charge per ton and if the solid waste is from outside of the city limits of Kewanee there will be a charge for the construction of the transfer station and for monitoring of the closed landfill.
1. Charge per ton \$29.62 Minimum disposal fee is ~~\$5~~ \$10; however hand carried garbage bags will be accepted with an excess trash bag sticker attached.
  2. Transfer station fee, \$2 per visit.
  3. Landfill monitoring fee, \$1 per visit.

**Section 4** 92.06 RATES AND CHARGES and 92.08 PLACEMENT OF HEADSTONES; PERMIT REQUIRED of the Kewanee City Code is hereby amended by deleting the words and numerals shown as stricken through (sample) and inserting at the indicated location the words and numerals shown as underlined (sample).

“92.06 RATES AND CHARGES

- (A) The following fees shall be paid for the sale of lots, mausoleum spaces, and the servicing of graves, cremations, crypts, and related activities.

***Cemetery Fee and Price Schedule:***

<b>BURIAL SPACE &amp; MAUSOLEUM PRICES WITH PERPETUAL CARE FEES</b>						
Ground Burial	Lot Price		Perpetual Care		Total	
	Flush Stone Area	Monument Area	Flush Stone Area	Monument Area	Flush Stone Area	Monument Area
½ space (cremations and infant burials only in designated sections)	<del>\$120</del> \$127.50	--	<del>\$120</del> \$127.50	--	\$240 \$255	--
Indigent space	<del>\$145</del> \$152.50	--	<del>\$145</del> \$152.50	--	\$290 \$305	--
One space	<del>\$242.50</del> \$255	<del>\$367.50</del> \$387.50	<del>\$242.50</del> \$255	<del>\$367.50</del> \$387.50	\$485 \$510	\$735 \$775

<b>Mausoleum</b>	<b>Space Price</b>	<b>Perpetual Care</b>	<b>Total</b>
Niche	<del>\$362.50</del> \$382.50	<del>\$362.50</del> \$382.50	<del>\$725</del> \$765
Crypt (any level)	<del>\$417.50</del> \$440	<del>\$417.50</del> \$440	<del>\$835</del> \$880

<b>BURIAL, ENTOMBMENT, DISINTERMENT, MISCELLANEOUS SERVICE FEES</b>					
<b>Weekdays</b>					
	Regular Vault Burial	Small Vault Burial/ Cremation (Max. 2' by 3')	Cremation Burial (Max. container cross- section 8" by 8")	Mausoleum Crypt	Mausoleum Niche
Weekdays					
Funerals Scheduled or Commencing arriving prior to 2:00 p.m	\$460 \$485	\$345 \$365	\$230 \$245	\$635 \$670	\$280 \$295
Funerals Commencing arriving at 2:00 p.m. or later	\$540 \$570	\$420 \$445	\$300 \$315	\$715 \$755	\$360 \$380

<b>Saturdays</b>					
Funerals <del>Scheduled or</del> <del>Commencing</del> arriving prior to noon	<del>\$635</del> <u>\$670</u>	<del>\$540</del> <u>\$570</u>	<del>\$315</del> <u>\$335</u>	<del>\$890</del> <u>\$935</u>	<del>\$375</del> <u>\$400</u>
Funerals <del>Commencing</del> arriving at noon or after	<del>\$705</del> <u>\$745</u>	<del>\$590</del> <u>\$620</u>	<del>\$385</del> <u>\$405</u>	<del>\$960</del> <u>\$1010</u>	<del>\$440</del> <u>\$465</u>
<b>Sundays &amp; Holidays</b>					
All Funerals	<del>\$770</del> <u>\$810</u>	<del>\$645</del> <u>\$680</u>	<del>\$455</del> <u>\$480</u>	<del>\$1,035</del> <u>\$1090</u>	<del>\$505</del> <u>\$535</u>

<b>Miscellaneous</b>		
Opening or preparing graves, crypts & niches at times other than during normal working hours.	<del>\$210</del> <u>\$225</u>	
All disinterments or unentombing of any nature. This fee is in addition to any other fees that may apply such as opening a new grave or crypt.	<del>\$715</del> <u>\$755</u>	
Transfer of ownership of spaces.	<del>\$20</del> <u>\$25</u>	
Administrative fee for placement of a second person's cremains in grave, crypt, or niche, of the first person, at the time of the first person's burial.	<del>\$110</del> <u>\$120</u>	
Frozen ground fee.	Regular Vault Ground Burial <del>\$200</del> <u>\$210</u>	Small Vault Ground Burial and all Cremations <del>\$100</del> <u>\$105</u>

**Section 5**      § 92.08 PLACEMENT OF HEADSTONES; PERMIT REQUIRED.

(B) It shall be unlawful for anyone to erect or place any markers, monuments, headstones, or cornerstones without first obtaining a permit from the City Clerk for the placing or erection of same. The application for a permit shall be on forms provided by the city. The application shall state the size and type of the stone, the cemetery, block number, lot number and space(s) number, upon which it is to be placed and the relative location thereof, names of the owner(s) of the lot or space,

name(s) to be shown on the stone, and name of the person responsible for the work. The permit must be approved by the Sexton of Cemeteries and all markers, monuments, headstones and cornerstones shall be placed under the direction of the Sexton of Cemeteries of the city. The City Clerk shall collect a fee for the granting of permits as follows:

Headstones, Monuments and the Like	Fee
For the placing of corner posts	\$10 each
For a single headstone	<del>20</del> <u>45</u>
For a double headstone	<del>40</del> <u>65</u>
For a monument	<del>50</del> <u>75</u>
Marker or stone provided by United States Veteran's Administration	No Fee

**Section 6** The effective date of any cemetery fee amended by this ordinance shall be June 1, 2017. The cemetery fees currently in place in the City Code shall remain in effect through May 31, 2017.

**Section 7** This ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

Passed by the Council of the City of Kewanee, Illinois this 22<sup>nd</sup> day of May 2017.

ATTEST:

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

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

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

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
<b>MEETING DATE</b>	May 22, 2017	
<b>RESOLUTION OR ORDINANCE NUMBER</b>	Resolution #5054	
<b>AGENDA TITLE</b>	Resolution authorizing an agreement to provide janitorial services for Kewanee City Hall and the AMTRAK Depot	
<b>REQUESTING DEPARTMENT</b>	Grounds Maintenance	
<b>PRESENTER</b>	Kevin Newton	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$15,000
	Budget Line Item:	38-71-549
	Balance Available	\$15,000
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	Provides for janitorial services for City Hall and the depot	
<b>BACKGROUND</b>	O&W Cleaning Specialist has been the City of Kewanee's janitorial cleaning service for the past 9 years.	
<b>SPECIAL NOTES</b>	N/A	
<b>ANALYSIS</b>	<p>O&amp;W was the only bid received.</p> <p>O&amp;W has janitorial contracts with 12 other local businesses and have 50 years of cleaning service experience.</p> <p>O&amp;W Cleaning Specialist would provide and has provided acceptable janitorial service. Their work history with the City of Kewanee and with their resources already in place, we cause no regression in janitorial services.</p>	



<b>PUBLIC INFORMATION PROCESS</b>	Published in the Star Courier and on the City website on May 8, 2017.
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>STAFF RECOMMENDATION</b>	Staff recommends adoption
<b>REFERENCE DOCUMENTS ATTACHED</b>	Bid documents received

RESOLUTION NO. 5054

A RESOLUTION AUTHORIZING AN AGREEMENT TO PROVIDE JANITORIAL SERVICES FOR KEWANEE CITY HALL AND AMTRAK DEPOT, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE AND EFFECT UPON ADOPTION.

**WHEREAS,** The City finds itself in need of janitorial services at City Hall and the AMTRAK Depot for the period from June 1, 2017 to May 31, 2018; and

**WHEREAS,** Sealed bids were solicited via direct mailing to interested parties and public notice in the Kewanee Star Courier newspaper and on the City website; and

**WHEREAS,** Three bids were received and found to be a proper bid as shown in the table below; and

Firm	Annual Cost	Insurance Certificate
O. & W. Cleaning Specialists	\$15,000	Yes

**WHEREAS,** The City Manager and staff has recommended that the City enter into an agreement with O. & W. Cleaning Specialists of Kewanee, Illinois, as an independent contractor to perform the needed janitorial services at City Hall and the AMTRAK Depot.

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

**Section 1** The City Council hereby authorizes the City Manager to execute an agreement with O. & W. Cleaning Specialists, P.O. Box 771, Kewanee, Illinois in the amount of \$15,000, to provide janitorial services to City Hall and the AMTRAK Depot; said agreement to be in substantially the same form as contained in the solicitation for sealed bids.

**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 22<sup>nd</sup> day of May, 2017.

ATTEST:

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

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

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

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	May 22, 2017	
RESOLUTION OR ORDINANCE NUMBER	Resolution #5055	
AGENDA TITLE	Consideration of a Resolution declaring certain police equipment excess due to Officers' pending retirements	
REQUESTING DEPARTMENT	Police	
PRESENTER	Chief Dison	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Declares excess the older firearms carried by the retiring officers so they may purchase said weapons in accordance with the Collective Bargaining agreement. Provides same provision for Retiring Chief of Police. New replacement weapons were purchased in FY17 in anticipation of the retirements. Also Declares excess any door nameplates or miscellaneous equipment that may bear the respective officer's name.	
BACKGROUND	This is a provision made in the collective bargaining agreement that allows the firearms of retiring officers to be purchased back by the officers who intend to carry under the Illinois Retired Officer Concealed Carry program and the National Law Enforcement Officer Safety act.	
SPECIAL NOTES	Purchase price is set at approximately 50% of the cost of the new replacement weapon and keeps the department arsenal with newer weapons in its inventory	

<b>ANALYSIS</b>	N/A
<b>PUBLIC INFORMATION PROCESS</b>	
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>STAFF RECOMMENDATION</b>	Staff recommends approval.
<b>REFERENCE DOCUMENTS ATTACHED</b>	None

**RESOLUTION NO. 5055**

**A RESOLUTION DECLARING CERTAIN POLICE EQUIPMENT EXCESS DUE TO THE PENDING RETIREMENTS OF CHIEF OF POLICE JAMES DISON, SGT. PAT CLAPPER AND OFC. HAROLD UNDERWOOD.**

- WHEREAS,** The City of Kewanee would like to honor the long tenured careers of Chief Dison, Sgt. Clapper and Ofc. Underwood; and
- WHEREAS,** The name plaques and name tags of the respective officers will no longer be required by the City of Kewanee; and
- WHEREAS,** The collective bargaining agreement with FOP Lodge 233 provides that retiring officers may purchase their respective duty weapons for future use in the Illinois Retired Officers Concealed Carry program at a price set at approximately 50% of market price considering age and condition of the weapon; and
- WHEREAS,** Chief Dison, an exempt employee, should be afforded the same opportunity to purchase his firearm for future use in the Illinois Retired Officers Concealed Carry program as that enjoyed by the Union Membership

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

- Section 1** The City of Kewanee joins the entire community in honoring retiring members, Chief Dison, Sgt. Clapper and Officer Underwood for their years of dedicated service to the City of Kewanee as police officers.
- Section 2** The name plaques and name tags, of Chief Dison, Sgt. Clapper and Ofc. Underwood, are hereby declared excess property and no longer needed in City operations.
- Section 3** The firearms carried by Chief Dison, Sgt. Clapper and Ofc, Underwood, respectively, are approved for sale to the retiring officers at \$200.00 per weapon.

Adopted by the Council of the City of Kewanee, Illinois this 22th day of May, 2017.

ATTEST:

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

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

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Steve Looney				
Council Member Andrew Koehler				
Council Member Deann Schweitzer				
Council Member Steve Faber				
Council Member Mike Yaklich				

**League of Women Voters of the Kewanee Area**

**The League of Women Voters of the Kewanee Area cordially invites you to attend its 71st Annual Dinner.**

**Date: Thursday, June 1, 2017**

**Place: The Kewanee Dunes  
3536 Midland Road  
Kewanee, IL 61443**

<b>Schedule:</b>	<b>6-7 pm</b>	<b>Social Time (Cash Bar)</b>
	<b>6:30 pm</b>	<b>Members Adjourn for Annual Meeting</b>
	<b>7 pm</b>	<b>Dinner</b>
	<b>8 pm</b>	<b>Program</b>

**Program: Chuck Weaver  
Illinois State Senator, 37<sup>th</sup> District**

**Cost: \$20.00 (pay at door)**

**Meals for those with dietary restrictions available upon request by notifying Patty Varner when responding to the invitation.**

**RSVP: By Friday, May 26, 2017  
Patty Varner  
309-852-9793  
pattyvarner@gmail.com**

**MARINE CORPS LEAGUE**



INCORPORATED BY ACT OF CONGRESS

President  
Kewanee Veterans Council  
Glenn E. Morey  
P. O. Box 207  
Mineral, IL 61344-0207

*May 7, 2017*

Honorable Mayor Steve Looney  
401 E. 3rd St.  
Kewanee, IL 61443

Sir;

On behalf of the Kewanee Veterans Council we would like to invite You and the City Council to the Memorial Day Service at 1000 hundred on Monday May *29*, 2017 at the American Legion Post #31, 1509 Railroad Ave., Kewanee, IL

Semper Fidelis

A handwritten signature in cursive script that reads "Glenn E. Morey".

Glenn E. Morey  
President  
Kewanee Veterans Council

Northwest Municipal Association and the City of Aledo

# 2017 Annual Golf Outing

Wednesday, June 14, 2017

Hawthorn Ridge Golf Course

621 Hwy. 94 – Aledo, Illinois

**Tee Times** – 12:00 p.m. Please plan to arrive at the golf course at least 30 minutes prior to the scheduled tee time.

**Preferred Ball Format (shotgun start)** – Tee times start at Noon **SHARP!**

**Cost** – \$40.00 per person, includes cart and food available in the clubhouse throughout the day. *(Billed by Bi-State, individually or by foursomes, at time reservation is made.)*

Please phone, fax, or e-mail reservations to Bi-State at  
309-793-6300 (phone), 309-793-6305 (fax), or  
[bsrc@bistateonline.org](mailto:bsrc@bistateonline.org) (e-mail) by

12:00 p.m., Wednesday, June 7, 2017

Provide names of players, sponsor, and team captain for  
each foursome reserved.



