



**AGENDA FOR
CITY COUNCIL MEETING**

Council Chambers

401 E Third Street

Kewanee, Illinois 61443

Open Meeting starting at 7:00 p.m.

Monday, August 28, 2017

Posted by 5:00 p.m., August 25, 2017

1. Call to Order
2. Pledge of Allegiance
3. Consent Agenda
 - a. Approval of Minutes
 - b. Payroll
 - c. Staff Reports
 - d. Request from The Knights of Columbus Santa Maria Council #734 to conduct their Tootsie Roll Drive on Saturday, September 16, 2017 from 8 am to 5 pm.
 - e. Request from Kiwanis Club to conduct their Peanut Days on October 6 & 7th from 8 am to 5 pm.
 - f. Request from Wethersfield Community Unit School District 230 for the use of certain City streets for their annual Homecoming Parade on Friday, September 22, 2017 beginning at 1:15 pm.
 - g. Request from Kewanee Community Unit School District 229 for the use of certain City streets for their annual Homecoming Bonfire on Thursday, September 21 from 6 pm to 9 pm and for their Homecoming Parade on Friday, September 22 beginning at 2:15 pm.
4. Presentation of Bills and Claims
5. Citizen Participation
6. Business:
 - a. **Consideration of a Resolution** approving the use of incentives under the small business interest payment program by Midwest Trailer Manufacturing.
 - b. **Consideration of a Resolution** authorizing the approval and execution of a redevelopment agreement with Kewanee MHP for the redevelopment of the property known as Southwind Estates.
 - c. **Consideration of a Resolution** to authorize the City Manager to execute an agreement with Sensus USA Inc. for Advanced Metering Infrastructure.
 - d. **Consideration of a Resolution** to authorize the City Manager to execute an agreement with Page Freezer for social media archiving.
 - e. **Consideration of a Resolution** directing the City Manager and all City employees subordinate thereto to stay administration of Section 115.117 Beer garden/Outdoor eating area of the Kewanee City Code,
 - f. **Proclamation** declaring October 14, 2017 as the day to Sound the Alarm and help to educate and protect the residents of the community against home fires.
7. Council Communications:
8. Announcements:
9. Adjournment



MEMORANDUM

Date: August 25, 2017
From: Gary Bradley, City Manager
To: Mayor & Council
RE: Council Meeting of **Monday, August 28, 2017**

REGULAR MEETING AT 7:00 P.M.

1. **Pound Facility** – The City received notice from the property owner that he will not renew the provision in the lease with the veterinarian clinic that allows it to sublease the pound to us. My understanding is that this is not a reflection on the City, our staff, or our practices and policies in how we deal with him or animals, but rather has more to do with the agreement we have with the Humane Society to operate the facility and an acrimonious relationship with that organization.

Unfortunately, this will create some challenges for the City that may detract from our ability to provide other services on a short term basis. In the long-term, the move could make animal operations more efficient, allowing us to co-locate a new facility with the existing Humane Society building that already exists on our property or redefine our relationship with the Humane Society. It's very early in the process of determining what the outcomes will be, but we will be somewhat constrained with regard to time because we will have to have new arrangements in place by March of 2018.

2. **Henry County Economic Development** – As you may have heard, the County Board voted in favor of providing \$20,000 per year in funding for a full-time Economic Development position within the county. Those funds are to be matched by funds from the Henry County Economic Development Partnership, on a per capita basis from the cities within the county, and \$20,000 to be provided by partner organizations such as financial institutions and other corporate members. In the case of Kewanee, this would result in an annual contribution for the next 3 years of \$12,916.

You may hear arguments against the creation of this position based on concerns about duplication of services, competition from the county for economic development prospects, concerns that the position would be involved and helping businesses relocate from one community in the county to another, and that we should not invest funds without a guarantee that there will be a return on our investment.

As with anything, there is no guarantee that the funds will be spent wisely or generate a return on investment that exceeds the initial outlay. However, communication between the stakeholders investing in this new position will help to eliminate issues involving duplication of service, competition, or relocation within the county. It is true that Kewanee and other larger communities already invest in economic development in our communities.

My argument would be that any development in Annawan, Atkinson, or Woodhull that is related to retail sales generated by capturing interstate traffic, results in new sales tax to the county and to our school districts and thus still benefits our community, as would the addition of jobs and property tax value to the county, even though they are not directly within our city. We have to acknowledge that the strength of our regional economy has a spillover effect on our local economy as well. This is the proverbial case of a rising tide lifting all boats.

3. **Star Courier Editor** – I had an opportunity to meet with Mike Helenthal, the new editor of the Star Courier newspaper. The meeting went well and I believe we will continue to have a great working relationship with the newspaper.
4. **Ameren** – I had a good meeting today with Chad Veryzer, the new Electric Supervisor of the local Ameren office. We discussed several topics, including our efforts to work with them to improve water service to their building, their plans for the site undergoing environmental remediation, planned changes in and around the former Kewanee Boiler site and the potential impacts of such improvements, concepts brought up by local owners/developers regarding retail redevelopment and the integration of underground utilities, among other topics. I think we'll be able to work together well.

Ameren has given preliminary approval for the City to take back some of the downtown street lights so we can use the existing wiring for distribution of power for Hog Days and other events. During this year's event, the City Engineer will obtain actual amp draws from various locations to facilitate the design work for the project.

5. **Rebuilding Together** – Rebuilding Together Henry County's work day will be September 16th. The group has selected three homes in Kewanee to complete improvements to this year and is looking for approximately 40 volunteers. There are a variety of tasks to be completed and thus a variety of skills that are suitable for inclusion. Unfortunately for Council Member Schweitzer, the roofing work was contracted out due to concerns with volunteer safety (the national organization discourages placing any volunteers on roofs due to liability issues).
6. **Geneseo Communications** – The company is unable to attend this meeting, so we have placed them on the agenda for the next meeting.
7. **Solar Project** – I had an opportunity to meet with Mike Massie of Massie & Quick and Sarah Wochos of Borrego Solar regarding solar projects being considered for implementation in the area. Also at the meeting was Warden Anthony Williams of the Kewanee Life Skills Re-entry Center. Representatives from that meeting will be appearing at the next KEDC board meeting to discuss opportunities for the expansion of training programs offered through the Re-entry Center, including but not limited to certifications for solar utility system installation and maintenance.
8. **Henry County 911 Dispatch** – Application to the state for Kewanee and Henry County to remain the primary 911 Public Safety Answering Points was made, however, the use of Geneseo as a secondary PSAP site was not made a part of the application as had been

indicated at the last 911 Board meeting. There are still some issues to be worked out regarding the future of 911 in Henry County.

9. **Demolitions** – The City used a demolition grant to tear down a structure at 802 Rose Street, and recently published an RFP for the demolition of an additional four structures. That RFP is due on September 5th, with contracts to be awarded at the City Council meeting on September 11th.
10. **Mowing Equipment Loan Program** – The City now has a small push mower and string trimmer that are available for use by residents who have been unable to comply with ordinances due to their own equipment being broken. When someone offers such a justification as the reason for the property, we can offer them the use of ours, along with a waiver for damage and injury and statement that they are responsible for the security and care of our equipment until we pick it up the next morning. The total cost of the equipment was minimal, but is government giving someone a helping hand when they need it and helps to achieve compliance, which is often a service to the neighbors more so than the property owners.
11. **Hog Days** – Staff is still focused on the high visibility areas of the community in advance of Hog Days. The contractor expects to complete pavement restoration on Park, Prospect, and Oak next week, which will put them in restored condition prior to the running events that are part of the festivities. The City has been completing restoration on Burlington Avenue, and likewise expects to have everything in good order prior to Hog Days weekend. There's still time to volunteer to work at the Pork Chop tent, if you are interested, but it doesn't look like it will happen as a large group.
12. **Street and Sidewalk Improvements** – Advanced Asphalt, our contractor, will be starting up this year's annual street program on September 6, 2017, just after the completion of Hog Days. The sidewalk projects to be done in conjunction with the road improvements are scheduled for a bid letting next month, and staff has been replacing sidewalks in areas where tree removal allowed for or required such improvements.
13. **Fall City Wide Cleanup Day** – The fall city wide cleanup will be October 21 from 7 am – 12 noon, with October 28th set as a secondary date in the event of rain. We are expecting an even larger turnout for the event than in the past, and are hoping to greatly improve the attendance of volunteers at the event.
14. **Downtown Sign** – A concern was raised by a resident about a sign for the restaurant owned and operated by Fernandos Anaya at the southwest corner of 3rd Street and Tremont. Staff contacted Mr. Anaya to discuss the sign, which set off yet another storm of the City being bashed via social media. Staff and the City Attorney met with Mr. Anaya to help ensure compliance with our sign ordinance.
15. **Well # 5** – The storm on Monday night damaged a computer component and shut down well #5. Wells #1 and #3 were called upon to supply the City's water in the interim and performed well when needed.

16. **Congresswoman Cheri Bustos** – The Congresswoman is scheduled to visit the library on Monday August 28 from 4:15 to 5:00 pm. You are officially invited to attend if the meeting fits with your schedule.
17. **Kiwanis Play** – Kiwanis is performing “The Underpants,” a comedy adapted by Steve Martin. The performances will be held in the Kewanee High School Petersen Auditorium September 15th, 16th, and 17th. Proceeds benefit Eliminate, Kiwanis Club’s program to help prevent Maternal Neonatal Tetanus. I have a small role in the play, while Council Member Yaklich’s wife has a much larger role.

COUNCIL MEETING 17-15 AUGUST 14, 2017

The City Council met in Council Chambers at 7:00 PM with the City Clerk calling the meeting to order and the following answering to roll call:

Andy Koehler	Council Member
Deann Schweitzer	Council Member
Mike Yaklich	Council Member
Steve Faber	Council Member
Steve Looney	Mayor

News media present was as follows:

Will Buss	Star Courier
-----------	--------------

The Pledge of Allegiance was said.

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

Mayor Looney explained that the next items were placed on the consent agenda and were considered to be routine in nature to be passed as a whole with one vote of the Council. Mayor Looney requested that any member of the Council or the audience wishing to have an item removed from the consent agenda for individual consideration to make the request and the item would be removed and considered following the approval of the remaining consent items. The consent agenda included minutes from the July 24, 2017 Council Meeting, payroll for the pay period ending July 22, and August 5 2017 in the amount of \$398,028.40, and reports from Community Development, Chloride Report, Water Audit, Police Department and ESDA, a request from Sunshine Community Center to conduct tag days on Friday and Saturday, September 1 & 2 from 10 am to 2 pm, and a request from Relay for Life to conduct a tag day on Saturday, August 26 from 9 am to 12 noon. The consent agenda was approved on a motion made by Council Member Yaklich and seconded by Council Member Faber. Roll call showed 5 ayes, no nays. The motion passed.

Bills submitted for approval totaling \$409,966.47 were approved on a motion made by Council Member Schweitzer and seconded by Council Member Faber. Council Member Faber received verification from Fire Chief Shook that the invoice from D&D for 1K12 was for repair of the ambulance. Roll call showed 5 ayes, no nays. The motion passed.

CITIZEN PARTICIPATION

Mayor Looney asked if anyone wished to speak regarding a non-agenda item. Terri Warner, Dog Adoption Coordinator of the Henry County Humane Society Kewanee Chapter addressed the Council regarding unity and education of the community in regards to animal care. She requested a meeting with the Police Chief, City Manager, City Pound officials and the Human Society. Laura Buss Cat Adoption Coordinator of the Henry County Humane Society Kewanee Chapter reviewed recent statistics of animals placed at the pound that were euthanized versus claimed or adopted.

Kellie Wallace-McKenna Director of the Henry County Humane Society Kewanee Chapter addressed the Council regarding some proposed changes and discussed Thor's fund, which was established as a result of fund raising efforts surrounding a recent animal abuse case. City officials will be in contact with the Humane Society to coordinate a meeting. There being no other such requests Mayor Looney moved on to new business.

NEW BUSINESS

City Clerk Edwards read a proclamation declaring August 21st – August 26th as Relay for Life Days.

Resolution #5065 approving the use of incentives under the small business interest payment program by Midwest Trailer Manufacturing was tabled on a motion made by Council Member Schweitzer and seconded by Council Member Koehler. Council Member Faber had made a motion to approve the resolution with a second from Council Member Koehler. City Manager Bradley gave the background on the application, noting it was the first application under this program. Council had some questions for a representative from Midwest Trailer Manufacturing. The motions were withdrawn so that the resolution could be tabled until the next meeting, and a request would be made for a representative to attend that meeting. Roll call showed 5 ayes, no nays. The motion passed.

Resolution #5066 authorizing the honorary naming of the 600 – 1100 block of Madison Avenue "PFC Walter George Richards Way" was approved on a motion made by Council Member Faber and seconded by Council Member Koehler. Council Member Yaklich complimented the family for all of the background information included with the application. Roll call showed 5 ayes, no nays. The motion passed.

A Request from Boiler Room, Friends of the Animals, and the Henry County Humane Society to use the City sidewalk and street immediately adjacent to the Boiler Room in conjunction with their Raise the Woof event on Thursday, August 17 from 4 to 11 pm was approved on a motion made by Council Member Faber and seconded by Council Member Koehler. City Manager Bradley explained that he had received the request verbally and did not request anything in writing. Council Member Schweitzer noted that the area would be used for animals only, there would not be any alcoholic beverages allowed in the area. Council Member Yaklich noted that he thought it was a great idea for an event. However, he would not vote to approve a function at the Boiler Room, while the zoning of the location was in question. Mayor Looney noted his disagreement with the idea that the zoning was in question, stating that there are many who don't always follow the ordinances. Council Members Faber and Schweitzer agreed with Mayor Looney. Roll call showed 4 ayes, 1 nay, with Council Member Yaklich casting the dissenting vote. The motion passed.

Ordinance #3896 vacating a portion of an alley running north and south adjacent to 913 & 930 Harbour Street was approved on a motion made by Council Member Faber and seconded by Council Member Koehler. City Manager Bradley explained that one section was landlocked and of no use to the City, with the other section having no city infrastructure. Council Member Faber

and Mayor Looney reported that they had each driven by to review the area and saw no issues with the vacation. Roll call showed 5 ayes, no nays. The motion passed.

Ordinance #3897 amending Section 115.117(B)(2) of the City Code as it pertains to the height of screening around beer gardens/outdoor eating areas was approved on a motion made by Council Member Faber and seconded by Council Member Yaklich. Council Member Faber made a motion to amend the proposed ordinance to state six feet for new construction. Council Member Schweitzer disagreed with the proposed ordinance, stating it was not clear enough. Council Member Yaklich agreed with Council Member Schweitzer. City Attorney Raver, agreed that this amendment did not completely clarify the ordinance. City Manager Bradley noted that this request was made by Council at the previous meeting and that the entire ordinance would be reviewed by staff with any proposed changes presented to the Council at a later date. City Manager Bradley noted that an administrative delay would be an option that would delay any action on a proposed beer garden until such time as the ordinance had been reviewed and clarified. Council Member Faber's motion to amend died for lack of a second. Roll call showed 5 ayes, no nays. The motion passed.

Resolution #5067 to award demolition work at 511 West Fifth Street (house), 522 East Seventh Street (house), 315 Elliott Street (garage), and 521 Cambridge Road (garage) to Dana Construction was approved on a motion made by Council Member Yaklich and seconded by Council Member Schweitzer. Roll call showed 5 ayes, no nays. The motion passed.

Resolution #5068 to authorize the City Manager to execute a right-of-way agreement with Geneseo Communications was tabled on a motion made by Council Member Faber and seconded by Council Member Yaklich. Council Member Faber noted his disapproval of the monetary aspect of the proposed agreement. Council Member Schweitzer stated that she would like verification from Geneseo Communications regarding the infrastructure currently in place and working with the City to move their fiber for any repairs needed. Council Member Faber had made a motion to approve the resolution, with Council Member Yaklich seconding the motion. Those motions were withdrawn after Council Member Schweitzer's concerns were raised. A representative from Geneseo Communications would be invited to attend the next meeting. Roll call showed 5 ayes, no nays. The motion passed.

Resolution #5069 to authorize the bidding on used ambulances from the Byron Ambulance Service was approved on a motion made by Council Member Schweitzer and seconded by Council Member Faber. Fire Chief Shook and Facilities and Maintenance Manager Newton fielded questions and reported on the condition of the vehicles in question. Roll call showed 5 ayes, no nays. The motion passed.

OTHER BUSINESS

Council Member Yaklich noted that Hog Days would be right around the corner and school would be back in session soon.

Council Member Faber asked about the status of Prospect Street. City Engineer Faber reported that the concrete work would be completed in the next two days with surface restoration being completed with the street program.

Council Member Schweitzer noted the Concert in the Park series continued that week and the next. She also reminded residents of the benefit being held on Thursday from 4-11 pm, with the outside portion ending at 9 pm.

Council Member Koehler asked about the sale of properties that the city had demolished houses. City Manager Bradley reported that in most cases the City does not take ownership of the property. Anyone who would be interested in purchasing one of the lots could find out who the owner is and negotiate with them for the purchase of the property. City Manager Bradley noted there would be a lien on the property for the cost of the demolition, but the Council had approved the waiving of liens in the past to get the property back on the tax rolls. He also suggested the use of the infill development grant for the erection of a house on the property.

Mayor Looney noted that the Relay for Life event would take place on September 26.

ANNOUNCEMENTS

There being no further business, Council Member Yaklich moved to adjourn the meeting and Council Member Schweitzer seconded the motion. Roll call showed 5 ayes, no nays. The meeting adjourned at 8:53 PM.

MELINDA EDWARDS, CITY CLERK

DATE APPROVED



FINANCE & ADMINISTRATIVE SERVICES

JULY 2017

Water Bill Payments Processed

At counter	1207
By mail	390
By dropbox	676
At bank	<u>51</u>
Total Water Bill Payments	2324

Other Payments 263

Total Payments Processed **2587**

Customer Contacts (non-payment)

By phone	1374
At counter	507
Work orders written	<u>319</u>
Total Customer Contacts	2200

Misc Requests/Employee Contacts

By phone or in-person **655**

PSN Payments **190**



PUBLIC WORKS OPERATIONS MANAGER

401 E. Third Street

Kewanee, IL 61443-2365

Voice: 309/852-2611 ext. 229

Fax: 309/856-6001

July 2017

Public Works Department Report

The Sanitation Division picked up **497,120** lbs of curbside garbage, **61,300** lbs of curbside recycling, and **45,200** lbs. of curbside landscape waste in the month of **July 2017**.

The Water Division replaced **13** curbstops and repaired **9** leaking water service lines. The Water Division repaired **1** water main break. They delivered **115** red tag notices that resulted in **32** water services being shut-off at the curbside. Of those delinquent accounts **25** have been paid and service re-instated. Water staff terminated **3** water services for demolition permits. The Water Division repaired **2** fire hydrants after the flow testing and have many more scheduled for replacement. The crew has finished the new water main replacement on Cambridge Rd south of Golden Ave making it a 6" water main from Lexington to Golden Ave. The Water staff has replaced all of the water service lines on Park Street and the north side of Prospect St of the Oak Street storm water project. The Water staff replaced **76** mxu/meters and had **138** customer water service or account transfers. The Water crew performed **16** leak checks for water account customers. The Water Division had **8** after hours customer assist service calls.

The Street Division picked up **171** cubic yards of bulk brush. Street Division replaced the sewer laterals at 410 and 412 S. Park Street. The Street Division repaired a manhole at E. Church and Edwards Streets. The Street/Sewer Divisions handled **8** after hours customer assist service calls. The pavement marking in the school zones and the downtown areas are completed. (Except for those sections affected by the road improvement project.) Sewer camera crew made a report on the emergency Payson St. CIPP project. The Street and Sanitation crews have re-established the pavement and replaced the manhole casting at 1st & Cottage St from the mainline sewer spot repair. The Sewer crew completed mainline Cues CCTV training in the camera truck. Both the Street and Sanitation Divisions have been re-establishing the right of ways after sewer repairs and tree stump removals.

Public Works located **186** utility Julie locates for the Julie 1 call system.

Announcements:

The standard Public Works hours (7:00 am - 3:30 pm) will resume on Monday, September 11, 2017.

Rod Johnson
Public Works Operation Manager

City of Kewanee Health Care
Revenue and Expense History

2017	Providers	Rx	Life	Stop Loss	SL Aggregate	Admin Fees	Broker Fees	Wellness	Total Exps	Revenues	Gain/Loss
Jan-17	\$48,687.33	\$14,525.00	\$327.60	-\$8,327.90	\$0.00	\$6,688.00	\$6,300.00	\$60.79	\$68,260.82	\$116,795.69	\$48,534.87
Feb-17	\$90,447.43	\$12,329.65	\$327.60	\$20,716.72	\$17,427.00	\$6,761.15	\$0.00	\$60.79	\$148,070.34	\$116,192.69	-\$31,877.65
Mar-17	\$63,141.61	\$14,063.39	\$340.20	\$21,063.55	\$0.00	\$7,484.11	\$0.00	\$60.79	\$106,153.65	\$119,781.15	\$13,627.50
Apr-17	\$76,973.13	\$15,982.48	\$340.20	\$21,106.15	\$0.00	\$7,456.78	\$6,300.00	\$60.79	\$128,219.53	\$118,000.08	-\$10,219.45
May-17	\$41,668.66	\$12,774.67	\$340.20	\$21,550.49	\$0.00	\$6,912.99	\$0.00	\$60.79	\$83,307.80	\$127,097.94	\$43,790.14
June-17	\$153,158.49	\$11,543.72	\$327.60	-\$17,916.91	\$0.00	\$6,908.51	\$0.00	\$60.79	\$154,082.20	\$119,077.28	-\$35,004.92
July-17	\$102,409.58	\$29,742.73	\$327.60	\$11,514.45	\$0.00	\$6,903.49	\$6,300.00	\$60.79	\$157,258.64	\$119,706.69	-\$37,551.95
Aug-17	\$0.00								\$0.00		\$0.00
Sept-17	\$0.00								\$0.00		\$0.00
Oct-17	\$0.00								\$0.00		\$0.00
Nov-17	\$0.00								\$0.00		\$0.00
Dec-17	\$0.00								\$0.00		\$0.00
Total:	\$576,486.23	\$110,961.64	\$2,331.00	\$69,706.55	\$17,427.00	\$49,115.03	\$18,900.00	\$425.53	\$845,352.98	\$836,651.52	-\$8,701.46
Average:											
Jan - Dec	\$48,040.52	\$15,851.66	\$333.00	\$9,958.08	\$2,489.57	\$7,016.43	\$2,700.00	\$60.79	\$70,446.08	\$119,521.65	-\$725.12

City Wide Clean Up Day

Saturday October 21, 2017 7:00 a.m. – 12:00 p.m.

The following items WILL NOT be accepted:

Electronic items, Toxic materials, Liquid paint, Cleaning solvents, Motor oil, Batteries, Liquid items of any sort, Tires, Landscape waste, Slate siding, Shingles, Concrete, Brick, Masonry, Railroad ties, Construction or Demolition materials, Roofing material.

The following items WILL be accepted:

Mattresses, Furniture, Yard Furniture, Water Heaters, Appliances, Metal junk items, Scrap Wood, Paint with lids REMOVED (MUST BE DRIED use cat litter), Carpet, Toilets, other misc junk and trash items that maybe cluttering your yard or you've had stashed behind the garage or yard shed that you've been putting off taking to the transfer station.

YOUR VEHICLE MUST BE HAND UNLOADABLE!

If in doubt of an item being accepted, Call City Hall 852-2611

How to enter the Clean Up site:

Enter on to Elliott St. from West Prospect St. Drive South on Elliott St. and turn West on West Division St. **Have Utility Bill and ID ready. Your ID will be checked at the South side of the parking lot. If you do not have the required Utility Bill and ID, you will be directed in a safe direction out of the City Wide Clean-up area.** Once your ID is verified you will be directed in to the Clean-up area lot to empty your vehicle into a trash container. You will then be directed to exit the parking lot and West down Pine St. **DO NOT ENTER FROM PINE ST.**



Knights of Columbus

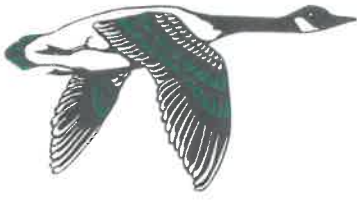
SANTA MARIA COUNCIL, No. 734
P.O. Box 401
Kewanee, Illinois 61443-1007

August 17, 2017

Mayor Looney,

The Knights of Columbus Santa
Maria Council #734 will be conducting
their Tootsie Roll Drive to assist Abilities
Plus on Saturday September 16, 2017 from
8:00 - To 3:00

Sincerely
John Kovach
Grand Knight



WETHERSFIELD
COMMUNITY UNIT SCHOOL DISTRICT NO. 230

439 Willard Street • Kewanee, Illinois 61443
Phone: 309-853-4860 • Fax: 309-856-7976 • geese230.com
Shane Kazubowski, Superintendent



August 23, 2017

City of Kewanee
Mr. Gary Bradley- City Manager
401 East Third Street
Kewanee, Illinois 61443

Mr. Bradley:

Please let this letter serve as Wethersfield School District's official request to be allowed to use the streets of Kewanee for our annual homecoming parade. The homecoming parade will take place on Friday, September 22, 2017 beginning at 1:15pm and will end at approximately 2:00pm. We will follow our normal parade route which consists of leaving the Blish Parking Lot and heading east on Garfield Street, turning north on Willard Street, turning west on McClure Street, turning south onto Hollis Street, turning east onto Garfield Street, turning north onto Willard Street, and then turning back to the Blish Parking Lot.

Please let me know if you need any additional information.

Thank you for your consideration.

Shane Kazubowski
Superintendent

SYS DATE:08/24/17

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 115
Thursday August 24,2017

SYS TIME:09:02
[NW1]

DATE: 08/24/17

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 ADVANCED BUSINESS SYSTEMS INC INV66416	01-11-512	MAINT CONTRACT	175.52	175.52
01 AIRGAS MID AMERICA 9066244754 9946741380	01-22-612 51-93-512	OXYGEN USP MEDICAL PROPANE TANK RENTAL	181.64	149.55 32.09
01 ALEXIS FIRE EQUIP CO 0059696-IN 0059697-IN	01-22-830 01-22-830	3 BRASS NOZZLES NOMEX HOODS	2400.93	2280.79 120.14
01 AMEREN ILLINOIS D080917 D080917 D080917 D080917 D080917 D080917 D080917 D080917 D080917	01-11-571 01-52-571 51-93-571 52-93-571 54-54-571 58-36-571 62-45-571 01-21-539	ST LTS & SIGNALS PARKS ELECTRIC WTP ELECTRIC WWTP & LIFT STS ELECTRIC FR PARK ELECTRIC CEMETERY ELECTRIC MUN BLDGS ELECTRIC POUND ELECTRIC	26422.76	7942.31 41.76 9929.72 5079.61 250.47 162.30 2923.89 92.70
01 ANCEL, GLINK, DIAMOND, BUSH, 58545	21-11-533	LEGAL SVS-PD GRIEVANCE	3461.10	3461.10
01 AUCA CHICAGO MC LOCKBOX 1591053363 1591062370 1591071498	62-45-471 62-45-471 62-45-471	UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL	115.74	38.58 38.58 38.58
01 B & B LAWN EQUIPMENT & CYCLERY 178463	01-21-512	POLICE/BICYCLE PARTS	40.48	40.48
01 MARK BITTING 332711 332711	01-41-581 57-44-573	BULK BRUSH DISPOSAL LANDSCAPE WASTE	1156.47	855.00 301.47
01 BOCK INC 041 041	51-93-515 52-93-515	CONTRACT PAYMENT CONTRACT PAYMENT	53872.19	14403.12 39469.07
01 CHAMLIN & ASSOCIATES INC 2017455 2017456	33-49-532 31-71-532	PROF SVS/CLARIFIERS ENG/PROSPECT ST STORM	7687.50	6546.00 1141.50
01 CLIFTONLARSONALLEN LLP 1582241	11-13-531	AUDIT SVS FY17 - 3	5000.00	5000.00
01 COLWELL, BRENT 991335 991336 991337 991338 991339 991340 991341 991342	01-65-549 01-65-549 01-65-549 01-65-549 01-65-549 01-65-549 01-65-549 01-65-549	ELECTRICAL INSPECTION ELECTRICAL INSPECTION ELECTRICAL INSPECTION ELECTRICAL INSPECTION ELECTRICAL INSPECTION ELECTRICAL INSPECTION ELECTRICAL INSPECTION ELECTRICAL INSPECTION	325.00	50.00 50.00 50.00 25.00 50.00 25.00 50.00 25.00
01 COMCAST CABLE			233.70	

SYS DATE:08/24/17

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 115
Thursday August 24,2017

SYS TIME:09:02
[NW1]

DATE: 08/24/17

PAGE 2

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
D081417	38-71-549	INTERNET - DEPOT		119.35
D081517NWP	51-93-552	INTERNET VPN-NWTP		114.35
01 CULLIGAN OF KEWANEE			108.18	
D081317	52-93-652	WATER - WWTP		108.18
01 DARSIDAN, RAYMOND JR			216.00	
D082817	01-22-563	12 HRS PARAMEDIC TRAINING		216.00
01 DAVIS, MARJORIE			1000.00	
D082317	01-65-595	DEMO GRANT-802 ROSE		1000.00
01 DEUTSCHER, WILLIAM			189.00	
D082117	01-22-471	WD-CLOTHING ALLOW		189.00
01 DOOLEY BROS PLUMBING			660.00	
4.1294	52-43-515	CLEAN SEWER LATERAL		245.00
4.1295	52-43-515	CLEAN SEWER LATERAL		415.00
01 ROD DORMAN TRUCKING			20301.81	
435	52-93-586	WWTP/SLUDGE HAULING		20301.81
01 EASTERN IOWA TIRE, INC			66.00	
100033943	62-45-613	12 BRASS VALVE STEMS		66.00
01 EJ EQUIPMENT INC			18454.84	
D073117	52-43-830	SEWER TRUCK SOFTWARE		18454.84
01 FARM KING OF KEWANEE			1358.61	
758196	58-36-652	STRING TRIMMER LINE		135.90
758369	58-36-830	RACHET		12.89
758495	62-45-612	JETTER TUBING		26.43
758676	52-93-619	WWTP MAINT SUPS		99.98
758885	52-93-653	WWTP-4 PC TOOL KIT		449.99
758895	01-52-512	DRILL CHUCK & BLADE		51.48
758903	52-93-619	WWTP - CAULKING		41.88
759113	52-93-619	WWTP-HYDRAULIC OIL		43.98
759122	52-93-619	WWTP-GREASE GUN		47.33
759238	52-93-619	WWTP-ELEC/DUCT TAPE		33.92
759240	52-93-619	WWTP-HOSE BARB		2.49
759241	52-93-619	WWTP-TUBE & ROPE		54.98
759328	58-36-512	WILDGAME CAMERA		122.98
759329	52-93-619	WWTP-HINGES		27.98
759529	52-93-619	WWTP-SAWZALL BLADES		44.52
759771	58-36-512	STRING TRIMMER LINE		145.89
759957	52-93-619	WWTP-GLOVES		15.99
01 GUSTAFSON FORD			718.94	
4456	62-45-613	ROTORS & ARM ASSY		276.39
4474	62-45-613	SPACER		9.30
4475	62-45-613	BRAKE PADS & ROTORS		181.03
4484	62-45-613	REAR ROTORS & SEALS		252.22
01 HAYES, RAY JR			350.00	
5409	51-42-515	PUSH SPOILS PILES		175.00
5409	52-43-515	PUSH SPOILS PILES		175.00
01 HD SUPPLY WATERWORKS LTD			31432.35	
H493849	51-42-615	WATER PARTS STOCK		19335.35

SYS DATE:08/24/17

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 115
Thursday August 24,2017

SYS TIME:09:02
[NW1]

DATE: 08/24/17

PAGE 3

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
H541606	51-42-615	METERS, FLAGS & HOOKS		5688.50
H541606	52-43-615	METERS, FLAGS & HOOKS		5688.50
H575146	51-42-615	METERS W/RADIOS		360.00
H575146	52-43-615	METERS W/RADIOS		360.00
01 HENRY COUNTY HUMANE SOCIETY D081117	01-21-539	POUND CARE	2262.00	2262.00
01 HENRY COUNTY GIS 1195	01-65-537	CADASTRAL DATA	120.00	120.00
01 HEYING, KAREN D081617	01-41-617	SIDEWALK REPLACEMENT	64.00	64.00
01 HODGE'S PHILLIPS 66 INC 46187	62-45-513	DOT SAFETY TEST	36.83	36.83
01 HOELS INC 01-80021	52-93-512	PTO ASSY SLUDGE PUMP	650.00	650.00
01 ILLINOIS HOMICIDE INVESTIGATOR D080717	01-21-563	2 CONF REGISTRATIONS	390.00	390.00
01 ILLINOIS MUNICIPAL LEAGUE D081617	01-11-563	(6) IML CONF REG FEES	1860.00	1860.00
01 IMPACT NETWORKING 893080	01-11-512	MAINT CONTRACT	94.20	94.20
01 KEWANEE CHAMBER OF COMMERCE 4096	01-65-518	DOWNTOWN CLEANUP	80.00	80.00
01 KEWANEE POOL & SPA 15512	51-93-656	WTP-CHLORINE	125.53	19.64
15547	54-54-652	FR PK-LIQUID CHLORINE		14.72
15588	51-93-656	WTP-CHLORINE		91.17
01 KUYKENDALL, WALTER R D072817-2	51-42-473	WK-CLOTHING ALLOWANCE	54.50	54.50
01 MARTIN BROS COMPANIES INC 5543	01-41-582	HAULING COLD PATCH	8476.96	220.00
5544	57-44-820	CA-2 ROCK-XFER STATION		337.55
5545	52-43-615	SEWER-CA6 ROAD ROCK		2079.78
5546	52-43-615	SEWER-CA11 ROCK		5839.63
01 MIDWEST WHEEL COMPANIES INC 893379-00	62-45-613	LED SIGNAL	84.32	84.32
01 NORTHERN SAFETY CO INC 902548314	01-41-473	SAFETY TRAFFIC VESTS	60.86	60.86
01 OFFICE SPECIALISTS INC 984818-0	01-11-651	OFFICE SUPPLIES	483.91	297.66
985118-0	01-41-652	CAN LINERS-HOG DAYS		186.25
01 ONLINE SOLUTIONS LLC 2717	01-65-537	ANNUAL BILLING-2 USERS	4800.00	4800.00
01 PDC LABORATORIES INC 872792	51-93-542	WATER TESTING	579.75	579.75
01 PEST DOCTOR 24799	01-22-580	FIRE ST#2 PEST CONTROL	20.00	20.00
01 RATLIFF BROS & CO			8022.50	

SYS DATE:08/24/17

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 115
Thursday August 24,2017

SYS TIME:09:02
[NW1]

DATE: 08/24/17

PAGE 4

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
14559	01-41-581	CRANE SV-TREE REMOVAL		700.00
14564	52-43-515	SEWER REPAIR-223 MAPLE		3370.00
14566	52-43-515	SEWER REPAIR-218 MAPLE		3952.50
01 RAY O'HERRON COMPANY INC 1740118-IN	01-21-471	4 BULLETPROOF VESTS	2694.93	2694.93
01 SANDRY FIRE SUPPLY D072717	01-22-471	RH-CLOTHING ALLOWANCE	133.50	133.50
01 SILVIS, TODD D081617	01-41-617	SIDEWALK REPLACEMENT	886.10	886.10
01 SNAP-ON TOOLS 08141730321	62-45-830	FLEET - TOOLS	36.25	36.25
01 SNS TREE SERVICE INC 805624	01-41-581	TREE & STUMP REMOVALS	7245.00	7245.00
01 SOUTHPARK PSYCHOLOGY D080217	01-21-455	2 PRE-EMPLOY SCREENS	700.00	700.00
01 SPRINGER, RICHARD D082817	01-22-563	8 HRS PARAMEDIC TRAINING	144.00	144.00
01 STAR-COURIER 35027	01-65-595	DEMOLITION BIDS	105.80	105.80
01 SUPREME RADIO COMMUNICATIONS I 7651	01-21-556	QTRLY MAINT AGREEMNT	5237.25	5237.25
01 VERIZON WIRELESS 9790343186	01-22-552	FIRE/CELLULAR SERVICE	1575.38	5.23
9790958360	01-21-552	POLICE/CELLULAR SERVICE		1570.15
01 WALMART COMMUNITY 000973	38-71-511	COAX CABLE	316.90	19.92
002086	38-71-611	TOILET PAPER & LYSOL		83.82
002520	38-71-611	HAND SANITIZER		9.91
004295	01-21-652	POLICE/CUPS & SUPS		22.86
004558	01-21-652	POLICE/DVDS & SUPS		56.77
004617	01-65-652	COM DEV/OPER SUPS		72.88
005332	01-21-652	POLICE/FLEA SPRAY		5.77
007002	62-45-652	FLEET/PRINTER INK		44.97
01 WC MEDIA 38883G18	02-61-913	BILLBOARD RENTAL	450.00	450.00
** TOTAL CHECKS TO BE ISSUED			223719.23	

SYS DATE:08/24/17

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 115
Thursday August 24,2017

SYS TIME:09:02
[NW1]

DATE: 08/24/17

PAGE 5

FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
GENERAL FUND			43514.94	
ECONOMIC DEVELOPMENT			450.00	
AUDIT FUND			5000.00	
PUBLIC BENEFITS FUND			3461.10	
NHR SALES TAX INFRASTRUCTURE IMP			1141.50	
SEWER IMPROVEMENT			6546.00	
CAPITAL MAINTENANCE/MUN. BLDG.			233.00	
WATER FUND			50783.19	
SEWER FUND			107051.96	
FRANCIS PARK			265.19	
SANITATION			639.02	
CEMETERY FUND			579.96	
CENTRAL MAINTENANCE			4053.37	
*** GRAND TOTAL ***			223719.23	
TOTAL FOR REGULAR CHECKS:			223,719.23	

SYS DATE:08/24/17

CITY OF KEWANEE
A / P W A R R A N T L I S T
Thursday August 24,2017

SYS TIME:09:02

[NW1]

DATE: 08/24/17

PAGE 6

=====

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 EJ EQUIPMENT INC 277 D042417	04/24/17 52-43-830	52720 SEW CAMERA TRUCK BAL	20000.00	20000.00
01 HENRY COUNTY HEALTH DEPT 278 KH0617	08/10/17 01-22-579	105 BILLING CHGS-JUNE '17	1906.85	1906.85
44 WALKER EXCAVATING CO 278 KEW72417	08/23/17 44-84D-549	BC082317 DIR BORE-HEPNER DR	1163.88	1163.88
47 UMB BANK, NA 278 496797	08/21/17 47-81-730	BC082117 2015 FISCAL AGENT FEES	371.00	371.00
74 SISCO 278 D081117	08/21/17 74-14-451	1152 DENTAL/VISION CLAIMS	265.29	265.29
74 SISCO 278 D081817	08/21/17 74-14-451	1153 DENTAL/VISION CLAIMS	1213.00	1213.00
** TOTAL MANUAL CHECKS REGISTERED			24920.02	

=====

REPORT SUMMARY

=====

CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	223719.23	21906.85	245626.08
44	.00	1163.88	1163.88
47	.00	371.00	371.00
74	.00	1478.29	1478.29
TOTAL CASH	223719.23	24920.02	248639.25

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	43514.94	1906.85	45421.79
02	450.00	.00	450.00
11	5000.00	.00	5000.00
21	3461.10	.00	3461.10

SYS DATE:08/24/17

CITY OF KEWANEE

SYS TIME:09:02

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

[NW1]

DATE: 08/24/17

Thursday August 24,2017

PAGE 7

=====

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

=====

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

=====

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
---------------	------------------------	----------------------	-------

31	1141.50	.00	1141.50
33	6546.00	.00	6546.00
38	233.00	.00	233.00
44	.00	1163.88	1163.88
47	.00	371.00	371.00
51	50783.19	.00	50783.19
52	107051.96	20000.00	127051.96
54	265.19	.00	265.19
57	639.02	.00	639.02
58	579.96	.00	579.96
62	4053.37	.00	4053.37
74	.00	1478.29	1478.29

TOTAL DISTR	223719.23	24920.02	248639.25

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	August 28, 2017	
RESOLUTION OR ORDINANCE NUMBER	Resolution #5065	
AGENDA TITLE	Consideration of a Resolution approving the use of incentives under the small business interest payment program by Midwest Trailer Manufacturing	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Gary Bradley, City Manager	
FISCAL INFORMATION	Cost as recommended:	\$20,000
	Budget Line Item:	02-61-930.2
	Balance Available	\$40,000
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Authorizes the use of the small business interest payment program by MTM	
BACKGROUND	The City provided a low interest loan to MTM in July 2016 from the Revolving Loan Program. In the application for the loan, MTM provided some rather large numbers regarding potential employment and sales. Since that time, the company has restructured its ownership, narrowed its product line, reduced its overhead, and borrowed additional funds to inject capital into its operations.	
SPECIAL NOTES	N/A	

ANALYSIS	<p>The loan was taken out last fall with the idea that they would be able to qualify for this program. However, the program was created but not funded until the current budget was approved in May. The bank which made the loan provided two letters, one asking for the City to consider this program for 2 years, and a subsequent version as the behest of MTM requesting that the City commit to a 10-year term. MTM also provided information from a call for financing that the company generated that has projections regarding production with an infusion of capital. That document contains proprietary information and is available for your review at City Hall.</p> <p>Making this small commitment helps to ensure the viability of the previous loan and provides a small boost to a small company that is struggling in its early stages but appears to have established itself. I would love to see the company grow as projected in the call for financing, but the projected use of some of the capital, along with the projected profit levels and exit strategy, make me hesitant at this time to commit to anything beyond one or two years of assistance.</p> <p>The use of loan proceeds and creation of jobs in the past two years both meet the criteria established within the program.</p>
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval
REFERENCE DOCUMENTS ATTACHED	Loan Application, bank letter – supplied in the previous packet.

RESOLUTION NO. 5065

A RESOLUTION APPROVING THE USE OF INCENTIVES UNDER THE SMALL BUSINESS INTEREST PAYMENT PROGRAM BY MIDWEST TRAILER MANUFACTURING AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, The City Council approved Community and Economic Development Incentives for use in the City of Kewanee in September 2016; and,

WHEREAS, Those incentives included the Small Business Interest Payment Program intended to assist existing legal businesses within the City of Kewanee with obtaining financing for certain eligible costs, including operating capital; and,

WHEREAS, Midwest Trailer Manufacturing expressed interest in the program in October 2016, at which time the program had not been funded; and,

WHEREAS, Midwest Trailer Manufacturing received a low interest loan from the City of Kewanee in July 2016 through the City's Revolving Loan Program; and,

WHEREAS, The City Council finds it in the best interest of the community to continue to support Midwest Trailer Manufacturing in its early stages to ensure the viability of the previous loan and to give a small boost to the company in its work to create and retain jobs in the community.

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

Section 1 The City Council of the City of Kewanee accepts the recommendation of staff to authorize the use of the Small Business Interest Payment Program by Midwest Trailer Manufacturing in conjunction with a loan from State Bank of Toulon disbursed October 28, 2016 and maturing on October 28, 2017.

Section 2 The City Council finds it is in the best interests of the City of Kewanee and would promote industrial development; protect current levels of employment, and create new job opportunities in the City of Kewanee. Therefore, the City Council authorizes the use of the Small Business Interest Payment Program by Midwest Trailer Manufacturing for a loan not to exceed \$500,000 with a one year maturity, such maturity date occurring on or before December 31, 2018.

- Section 3** The Mayor, City Attorney, City Manager, and City Clerk are hereby authorized and directed to execute any and all documents necessary to bind the City and to make said authorization to Midwest Trailer Manufacturing, as approved by the City Attorney.
- Section 4** Said authorization, is expressly conditioned upon Midwest Trailer Manufacturing complying with:
- A. All terms and conditions of said Small Business Interest Payment program and said Midwest Trailer Manufacturing providing the City with adequate written documentation of compliance with said terms and conditions, including, but not limited to, the specific retention and creation of FTE 18 jobs, and sales of no less than \$2 million per year.
 - B. Loan funds received shall be used exclusively for the purposes stated in the application filed by Midwest Trailer Manufacturing and as approved by this resolution.
- 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 28th day of August, 2017.

ATTEST:

Steve Looney, Mayor

Melinda K. Edwards, City Clerk

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

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	August 28, 2017	
RESOLUTION OR ORDINANCE NUMBER	Resolution #5070	
AGENDA TITLE	RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF KEWANEE AND KEWANEE MHP FOR THE REDEVELOPMENT OF THE PROPERTY KNOWN AS THE SOUTHWIND ESTATES.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Gary Bradley, City Manager	
FISCAL INFORMATION	Cost as recommended:	\$30,000
	Budget Line Item:	TBD
	Balance Available	TBD
	New Appropriation Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
PURPOSE	Authorizes the approval of an agreement to provide for matching funds to assist in the redevelopment of residential property within the community.	
BACKGROUND	<p>The City was approached by a company that specializes in buying and improving underperforming mobile home communities. Their request was that the City assist by improving the roads in the area, which would help to improve their ability to market the community and bring in new mobile home units to fill vacant lots and replace dilapidated units. The City evaluated the cost of various levels of improvement to the street system in the area, as well as the value that would be added through the proposed redevelopment of the area, and countered with the concept of a development agreement that capped the city's investment at \$30,000.</p>	

SPECIAL NOTES	N/A
ANALYSIS	The amount of money invested by the City in partnership with the developer would be offset by increased valuation in both the real property and the addition of the new mobile homes to the property. Payoff on the City's investment would depend on how quickly the new mobile homes are brought in and sold, but could be as little as two years.
PUBLIC INFORMATION PROCESS	Discussion at the November 14 Council Meeting
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends adoption
REFERENCE DOCUMENTS ATTACHED	Proposed redevelopment agreement.

RESOLUTION NO. 5070

**RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A
REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF KEWANEE AND
KEWANEE MHP FOR THE REDEVELOPMENT OF THE PROPERTY KNOWN AS
THE SOUTHWIND ESTATES**

WHEREAS, Kewanee MHP is the owner of Southwind Estates Mobile Home Park; and

WHEREAS, Kewanee MHP is seeking city assistance to improve upon the roads that run through the park; and

WHEREAS, the City recognizes the desirability to enter into this development agreement with Kewanee MHP to provide assistance not to exceed \$30,000.00 to complete the renovation of the roads running through Southwind Estates Mobile Home Park to improve roadways for the residents of the City of Kewanee, to beautify the roadways in the City of Kewanee, and to potentially increase the tax base received for the property.

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

SECTION ONE: The City of Kewanee hereby approves and authorizes the City Manager to execute the development agreement between Kewanee MHP and the City of Kewanee.

SECTION TWO: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED by the Council of the City of Kewanee, Illinois this 28th day of August 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				

DEVELOPMENT AGREEMENT AND RESOLUTION BETWEEN THE CITY OF KEWANEE AND MHP KEWANEE, LLC

This Development Agreement ("Agreement"), by and between the City of Kewanee, an Illinois Municipal Corporation ("City") and Kewanee MHP, LLC ("Owner") and hereafter referred to "Parties" collectively is hereby entered into this as of August ____, 2017.

In consideration of an infrastructure improvement grant as set forth herein, the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

BACKGROUND

WHEREAS, It is in the interest of the City of Kewanee to promote investment into private properties within the City limits thereby increasing benefits to the community and its residents while at the same time increasing tax values to provide essential services.

WHEREAS, the Owner has approached the City seeking a development agreement wherein the City would assist with the costs associated with upgrading and updating the roads on the property known as Southwind Mobile Home Park as a part effort in revitalizing the property.

WHEREAS, the Owner is the sole owner of the Southwind Mobile Home Park and it intends to invest in its further development to improve the conditions therein which may result in an increased tax base to the City of Kewanee.

WHEREAS, the City recognizes a desirability to enter into this agreement and provide assistance to the Owner to complete the road project at Southwind Mobile Home Park.

WHEREAS, the project shall result in an estimated investment of approximately \$60,000 and it is understood between the Owner and City that the estimate is based on a preliminary cost of improvements upon the roadway within the mobile home park and may be adjusted based on the final scope of work required to complete of the project.

WHEREAS, the Owner has indicated to the City and the City finds that, but for the assistance to be provided by the City to the Owner, the project would not be economically feasible and the Owner would not therefore complete the project.

WHEREAS, this Agreement has been submitted to the City Council and staff responsible for its consideration and review. The City corporate authorities and the Owner have taken all actions required to be taken prior to approval and execution of this

Agreement in order to make the same binding upon the City and the Owner according to the terms herein.

WHEREAS, the City has determined that the provision by the City to the Owner of the benefits described in the immediately preceding recital and that the development by the Owner of the project pursuant to this Agreement are in the best interests of the City of Kewanee and shall provide a benefit to the residents of the City, enhance the tax base of the City, and add to the health, safety, welfare, and prosperity of the City of Kewanee and its residents.

NOW THEREFORE, upon execution of this Agreement by the City and the Owner and in consideration of the covenants contained therein the receipt and sufficiency of all of which is acknowledged by each Party, shall become the Parties' Agreement for the development of the Southwind Mobile Home Road Project

ARTICLE I INCORPORATION OF RECITALS

The Parties hereto agree that all of the recitals are true and correct and are hereby incorporated into the Agreement as though they were fully set forth in this Article.

ARTICLE II OBLIGATION OF THE PARTIES

2.1 **Owner Obligations and Agreements.** The Owner shall fulfill, or has fulfilled as a condition to the City's obligations hereunder, the following obligations:

- A. The Owner has secured, or shall hereafter secure, all required building permits and approvals necessary or required to complete the Project.
- B. The Owner shall complete all the required improvements by _____, 20____.
- C. To the extent required by law, the Owner agrees to pay, and to contractually obligate and cause any and all general contractors and subcontractors to pay, the prevailing rate of wages as established by the City pursuant to the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.) when constructing the Project.
- D. The Owner releases the City from, and covenants and agrees that the City shall not be liable for, and covenants and agrees to indemnify and hold harmless the City and its officials, officers, employees, and agents from and against, any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the building improvements, including but not limited to actions arising from the

Prevailing Wage Act (820 ILCS 30/0.01 et seq.). The Owner further covenants and agrees to pay for or reimburse the City officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against, or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The City shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said building improvements.

- E. The Owner shall, when in the ordinary course of business place new mobile or modular homes on the property to fill vacant lots or replace dilapidated mobile homes already existing. Furthermore, the Owner shall clear brush and refuse on the property and ensure that it shall be maintained thereafter in conformity with the ordinances of the City of Kewanee regarding property nuisances.
- F. The Owner shall permit City officials to enter onto the property for the purpose of inspection and shall correct any present violations located on the property prior to any payment of funds by the City in accordance with the agreement.

2.2 City Obligations and Agreements. In consideration of the commitment of the Owner to the completion of the Project, the City agrees and covenants with the Owner as follows:

- A. The City shall reimburse the Owner no more than THIRTY THOUSAND DOLLARS (\$30,000.00) (the "City Reimbursement") to partially subsidize the Owner's costs of the Project. Upon completion of the improvements and upon their final inspection and approval by the City, the Owner shall submit to the City a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the design professional, contractor, and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the improvement related work. In addition, the Owner shall submit to the City proof of payment of the contract costs pursuant to the design professional and contractor's statements. Upon submission of all required documentation, the City shall, within forty-five (45) days of receipt of the design professional's and/or contractor's statement, final invoices, proof of payment, and lien waivers, issue a check to the Owner in an amount equal to 50% of the costs of the improvements, not to exceed \$30,000.
- B. If the Owner or the Owner's contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings, and specifications and the terms of this Agreement, then upon written notice being given by the City Manager to the Owner, by certified mail to the address provided in Article IX, this Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and

void.

- C. Prior to the payment of any funds, the City shall inspect the property and create a punch list of violations present within the time period of payment set forth in paragraph A above (45 days). The timing of payment shall be stayed for a period of time necessary for the Owner to resolve any violations found. The City shall notify the Owner in writing to the address set forth in Article IX below of the existence of any violation within the period of time for payment (45 days).

ARTICLE III AMENDMENTS AND MODIFICATIONS

No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and effective when signed by the authorized agents of the parties hereto.

ARTICLE IV SUCCESSORS AND ASSIGNEES

This Agreement may not be assigned under any circumstances without the approval of the Corporate Authorities of the City, in its sole discretion, but shall be binding on the parties, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors.

ARTICLE V SEVERABILITY

If any article, section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said article, section, subsection, term or provision of this Agreement will not be affected thereby to the extent the remainder can be given effect without the invalid provision.

ARTICLE VI GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Illinois in all respects as to interpretation and performance. Any and all legal proceedings of any kind arising in connection with this Agreement shall be in the Circuit Court of Henry County, Illinois. The Owner expressly agrees to submit to the jurisdiction of the Circuit Court of Henry County, Illinois for all purposes and intents. The Owner agrees that service of process on it may be made, at the option of the City, by certified mail addressed to any party or office as provided in the Article marked as Notice of this Agreement, or by personal delivery on any officer director or legal representative of the Owner as provided in the Article marked as Notice of this Agreement.

ARTICLE VII NO THIRD PARTY BENEFICIARIES

Every article, section, subsection, term, provision, condition, obligation or benefit of this Agreement contained herein or the application or interpretation thereof shall be intended

solely for the parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

ARTICLE VIII NO LIABILITY OF CITY FOR OWNER'S EXPENSES

The City shall have no obligations to make any payment to the Owner or any other person or entity, nor shall the City be obligated to pay any contractor, subcontractor, mechanic or materialman providing services or materials to the Owner for the Project.

ARTICLE IX NOTICE

Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be given by personal service, facsimile, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: (i) upon delivery, if personally delivered or if sent by facsimile transmission with an original sent by United States first class mail, postage prepaid on the same date; (ii) one day after placement with an overnight mail delivery service; (iii) or, if by certified United States Mail, postage prepaid, return receipt requested, five (5) calendar days after placing such in the mail, as follows:

If to the Owner:
Kewanee MHP, LLC
c/o Anthony Antonnelli and Robbie Pratt
51 W. Center Street
Orem, UT 84057

If to City:
City of Kewanee
401 East Third Street
Kewanee, IL 61443

Either party may change the address at which it desires to receive notice upon giving written notice of such request to all other parties, in the manner herein specified.

ARTICLE X COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by third parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date identified above at the City of Kewanee, Henry County, Illinois.

City of Kewanee:

Dated: _____

Kewanee MHP, LLC:

Dated: _____

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	August 28, 2017	
RESOLUTION OR ORDINANCE NUMBER	Resolution # 5071	
AGENDA TITLE	A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN ADVANCED METERING INFRASTRUCTURE (AMI) AGREEMENT WITH SENSUS USA INC. FOR THE CITY OF KEWANEE	
REQUESTING DEPARTMENT	Public Works Department	
PRESENTER	Rod Johnson, PW Operations Manager	
FISCAL INFORMATION	Cost as recommended:	\$55,000
	Budget Line Item:	51-42-537 51-42-830 52-43-537 52-43-830
	Balance Available	\$62,650
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	The agreement allows the installation of a fixed base meter system with 2-way communication abilities at the south water tower.	
BACKGROUND	In 1997 the City started installing radio read technology that assisted with reading the water meters. The latest technology is called fixed base. The City currently has approximately 5,400 meters and 3,400 of them are Flexnet meters (or smart meters) in operation that are read bi-monthly.	
SPECIAL NOTES	The Sensus representative will be at the meeting to field any questions.	

ANALYSIS	<p>The AMI or smart meter system will give the City the ability to provide faster customer service and benefits such as; real time meter reading, leak detection alerts, and high usage alerts before the billing cycle ends. This is accomplished by the 2-way communications between the meter and the base station.</p> <p>The City has approximately 60% of the meters compliant for the upgrade, and the plan is to continue the changeover as accounts are transferred. We are required to have 55% of our meters compliant before proceeding with the formal agreement. The data from the system will be another tool the City can use to reduce water loss, which impacts the chloride issue.</p> <p>The agreement has been reviewed by the City Attorney.</p>
PUBLIC INFORMATION PROCESS	<p>The AMI system has been part of the budget process and discussed and approved in the budget for the last two fiscal years.</p>
BOARD OR COMMISSION RECOMMENDATION	<p>N/A</p>
STAFF RECOMMENDATION	<p>Staff recommends approval.</p>
REFERENCE DOCUMENTS ATTACHED	<p>AMI Agreement</p>

RESOLUTION NO. 5071

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN ADVANCED METERING INFRASTRUCTURE (AMI) AGREEMENT WITH SENSUS USA INC. FOR THE CITY OF KEWANEE, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, on October 26, 2015 the City Council adopted Resolution 4947 establishing goals for the City of Kewanee; and

WHEREAS, one of the adopted goals is to develop and implement plans, policies, and programs to improve organizational structure, align staffing with community needs, and develop a culture that establishes customer service as the City's top priority, improves efficiency and effectiveness, and ensures the stewardship of public funds; and

WHEREAS, the ability to utilize the advanced metering system will enhance municipal services, provide for greater efficiency of staff, and enable the city to make better use of technology; and

WHEREAS, Sensus USA Inc. is a provider of Advanced Metering equipment that will serve the City's needs by giving our customers real time meter readings, earlier notifications of high usage and/or possible water leaks, the ability to change to a monthly billing cycle in the future, the ability to upgrade to remote turn-on/off meters, and meters that can read the ambient temperature.

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

Section 1 The City Manager is hereby authorized to execute an agreement with Sensus USA Inc. for Advanced Metering Infrastructure.

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 28th day of August, 2017.

ATTEST:

Melinda K. 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				

Advanced Metering Infrastructure (AMI) Agreement

between

City of Kewanee
("Customer")

and
Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties have caused this AMI Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer: City of Kewanee

By: _____

Name: _____

Title: _____

Date: _____

Contents of this Agreement:

AMI Agreement

Exhibit A Software

Exhibit B Technical Support

AMI Agreement

1. **Equipment.**
 - A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <http://na.sensus.com/TC/TermsConditions.pdf>, or 1-800-METER-IT.
 - B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**
2. **Services.**
 - A. **Installation of Equipment.** Installation services will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement.
 - B. **Software Implementation.** Sensus shall install and configure the Software on the Server Hardware.
 - C. **IT Systems Integration Services.** Integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
 - D. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
 - E. **Project Management.** Project management of the AMI System is not included in this Agreement. Any project management shall be subject to a separate agreement which describes the scope and pricing for such work.
 - F. **Training.** Training on the use of the AMI System is not included in this Agreement. Any training shall be subject to a separate agreement which describes the scope and pricing for such work.
3. **Software.**
 - A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
 - B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
4. **Spectrum**
 - A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 7/11/2014 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.
5. **General Terms and Conditions.**
 - A. **Intentionally Omitted**
 - B. **Limitation of Liability.**
 - i. Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of: (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for: (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) claims made by a third party; nor (vi) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
 - ii. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
 - C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
 - D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
 - E. **Intellectual Property.** No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment purchased or provided hereunder.
 - F. **Confidentiality.** Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
 - G. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render

Sensus liable for a violation of applicable laws.

- i. **Export Control Laws.** Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
- ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- H. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- I. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- J. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- K. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("**Disputes**") shall first be resolved by the Parties attempting mediation in Delaware. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in Delaware. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- L. **Restriction on Discovery.** The Parties acknowledge the abundance of documents, data, and other information stored in an electronic manner and the time and costs associated with retrieving relevant electronic data from the Parties during the Discovery portion of a claim. Accordingly, the Parties shall utilize only printed or hard-copy documents, data, and other information in Discovery and shall not use or request electronic or e-Discovery methods for any claim, demand, arbitration or litigation subject to this Agreement. All relevant and unprivileged printed or hard-copy materials shall be subject to Discovery, but neither Party has an obligation to maintain printed or hard-copy files in anticipation of a claim, demand, litigation, or arbitration proceeding.
- M. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- N. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- O. **Four Corners.** This written Agreement, including all of its exhibits, and the Spectrum Lease represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- P. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
6. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
 - A. "**Affiliate**" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
 - B. "**AMI System**" identifies the Sensus FlexNet Advanced Meter Infrastructure System comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Sensus. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
 - C. "**Confidential Information**" means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party.
 - D. "**Echo Transceiver**" identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
 - E. "**End User**" means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
 - F. "**Field Devices**" means the meters and SmartPoint Modules.
 - G. "**FlexNet Base Station**" identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
 - H. "**Force Majeure**" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
 - I. "**Hosted Software**" means those items listed as an Application in Exhibit A.
 - J. "**In/Out Costs**" means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
 - K. "**Intellectual Property**" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets,

know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.

- L. **"LCM"** identifies the load control modules.
- M. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- N. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- O. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
- P. **"Release"** means both Updates and Upgrades.
- Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
- S. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **"Service Territory"** identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC .
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. **"TouchCoupler Unit"** identifies an inductive coupler connection from a water register to the SmartPoint Module.
- Z. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- AA. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- BB. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A Software

Software as a Service

I. Description of Services

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both: (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
 - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. Usage License. Subject to all the terms and conditions of this Agreement, Sensus hereby gives Customer a license under Sensus' intellectual property rights to use the Sensus Applications for the Permitted Use for so long as Customer is current in its payments for the Applications ("Usage License"). This Usage License shall commence on the Effective Date and shall terminate upon the earlier of: (i) the expiration or termination of this Agreement for any reason; (ii) if Customer uses the Applications provided hereunder other than for the Permitted Use; and (iii) the Application is terminated as set forth below.

C. Termination of Software as a Service. Customer shall have the option at any time after full deployment but before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware and (b) RNI software license, each at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. "Software as a Service" means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - a. Network addresses and virtual private networks (VPN)
 - b. Standard time source (NTP or GPS)
 - c. Security access points
 - d. Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - a. Monitor capacity and performance of the Application server and software applications 24x7 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backpool, logs, message broker storage, etc.)
 - b. If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - c. Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - d. Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - e. Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - a. Define data retention plan and policy.
 - b. Monitor space and capacity requirements.
 - c. Respond to database alarms and notifications.
 - d. Install database software upgrades and patches.
 - e. Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - a. Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - b. Respond to incidents and problems that may occur to the Application(s).
 - c. Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - d. Correlate incidents and problems where applicable.
 - e. Sensus personnel will use the Salesforce Self Service Portal to document and track incidents.
 - f. In the event that a Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
 - g. Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
 - h. Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:

- a. Monitor the physical and cyber security of the server and Application(s) 24x7 to ensure system is highly secure in accordance with NIST Security Standards.
- b. Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
- c. Conduct period penetration testing of the network and data center facilities.
- d. Conduct monthly vulnerability scanning by both internal staff and external vendors.
- e. Perform Anti-Virus and Malware patch management on all systems.
- f. Install updates to virus protection software and related files (including Virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
- g. Respond to any potential threat found on the system and work to eliminate Virus or Malware found.
- h. Sensus adheres to and submits certification to NERC/CIP Cyber Security standards.
- i. Sensus actively participates/monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus Security team.
- j. Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - a. Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - b. Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - c. Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - d. Sensus will replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - e. Provide disaster recovery environment and perform fail-over to DR environment within forty-eight (48) hours of declared event.
 - f. Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - g. Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - h. In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives and Recovery Point Objectives specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - i. The Application shall have a Recovery Time Objective (RTO) of forty-eight (48) hours.
 - j. The Recovery Point Objective (RPO) shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - k. Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e. billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, Echo Transceivers, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g. meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. "Software as a Service" does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

II. Further Agreements

A. System Uptime Rate

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

i. Calculations

- a. "Targeted Minutes of Operation" or "TMO" means total minutes cumulative across all Applications in the applicable month ("Month") minus the Scheduled Downtime in the Month.
- b. "Scheduled Downtime" means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or

otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.

- c. **"Non-Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
 - ii. **Exceptions.** "Exceptions" mean the following events:
 - a. Force Majeure;
 - b. Emergency Work, as defined below; and
 - c. Lack of Internet Availability, as described below.
 - i. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - ii. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- B. Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
- i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. Responsibilities of Customer**
- i. Customer shall promptly pay all Software as a Service fees.
 - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
 - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
 - iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process ("Authorized Users"). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
 - v. Customer shall be responsible for the day-to-day operations of the Application(s) and AMI System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

III. Sensus Analytics

A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- i. **Device Access**
 - a. Allows search for meter details by using data imported from the Billing system or the Sensus Device ID or AMI ID.
 - b. Allows a view of the meter interval or register reads.
 - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - d. Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.
 - f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
- ii. **Meter Insight (provides the following)**
 - a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with drill down to the list of meters.

- d. # of stale meters with drill down to the list of meters.
 - e. # of almost stale meters with drill down to the list of meters.
 - f. # of meters where no read is available with drill down to the list of meters.
 - g. # of meters with high threshold exceptions with drill down to the list of meters.
 - h. # of unknown radios with drill down to the list of meters.
- iii. Report Access
 - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
 - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
 - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
 - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
 - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
 - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
 - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
 - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
 - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
 - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered "daily consumption threshold;" (2) The number of days when daily thresholds are exceeded are greater than the entered "exception per day threshold."
 - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
 - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered "Created as of" parameter.
 - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI.
 - n. Users need to enter which billing request file prior to running the report.
 - o. Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
- iv. Billing Access
 - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
 - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
 - c. Provides a repository of past billing files that were either used for billing preparation or actually send to the billing system.
 - d. Will store created billing files for a period of three years unless otherwise denoted.
 - e. The system will allow creation of test files before export to the billing system.
- v. Billing Adaptor
 - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
- vi. Data Store
 - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
 - b. Stored data is available online for reports and analysis.
 - c. Data will be retained for 3 years. Additional duration can be purchased.
- B. **Enhanced Package.** The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:
 - i. Alarm Dashboard
 - a. Allows the user to summarize and filter alarms by a date range.
 - b. Allows the user to review all alarm types on a single screen.
 - c. The user can filter out the alarms not wanted on the screen.
 - d. Alarm totals can be visualized.
 - e. Adds a view of trending alarms over time.
 - f. Click to drill down on an alarm to gain more information on specific events.
 - g. Click to analyze a specific event on a particular device.
 - ii. Alarm Console
 - a. Follow real time monitors of the alarms coming from Customer's meters.
 - b. Provides a single view for all alarms across the entire network.
 - c. Allows the user to view trending of each alarm over time.
 - iii. Alert Manager
 - a. Allows creation of alert groups who will be notified when an alarm occurs.
 - b. Users can manage alert groups by adding and removing group members.
 - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
 - d. Allows creation of an alert from the available system events from smart points and assign to a group.
 - e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.
- D. **Integration of Sensus Analytics.** Sensus shall provide integration support services to Customer only to the extent specifically provided below:
 - i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. This flat file may be delimited or fixed width. This specification allows Customer to transmit each day or as needed: the devices and end users in the system, end user status, end user account information, end user name, and other end user details. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
 - a. In scope of the included integration efforts is the mapping the Customer's fields to the VFlex specification.
 - b. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
 - ii. Sensus' integration services consists of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
 - iii. If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.

E. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet AMI System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.

F. **Customer Acknowledgements.**

- i. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
- ii. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
- iii. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
- iv. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
- v. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

IV. **Third Party Software.**

A. **RedHat Linux.** If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B

Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products and Sensus Lighting Control.
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM EST to 8:00PM EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Support ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state in which the call originated. The nature of the problem and severity levels will be agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into a support ticket for creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., RNI Software, Sensus MDM).

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

Sev4 Minor system issues, questions, new features, or enhancement requests to be corrected in future versions.

Examples: Minor system issues, general questions, and "How-To" questions.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-serve basis. A first level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction.	<ul style="list-style-type: none"> • Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	<ul style="list-style-type: none"> • Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
3	1 Business Day	90 business days	<ul style="list-style-type: none"> • Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into the Support Knowledge Base. • Fix incorporated into future release.
4	2 Business Days	12 months	<ul style="list-style-type: none"> • Answer to question is provided. • Fix or workaround incorporated into the Support Knowledge Base.

6. Problem Escalation Process.

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
 - 6.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
 - 6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.
 - 6.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Support ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. General Support Provisions and Exclusions.

- 7.1. Sensus provides online documentation for Sensus products through the Sensus User Forum (<http://myflexnetsystem.com/Module/User/Login>). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	August 28, 2017	
RESOLUTION OR ORDINANCE NUMBER	Resolution #5072	
AGENDA TITLE	A Resolution to authorize the City Manager to enter into an agreement with Page Freezer for Social Media Archiving.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Melinda Edwards, City Clerk	
FISCAL INFORMATION	Cost as recommended:	\$1,388 initial cost \$1,188 annual cost
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Provides an agreement for archiving necessary content on up to 5 social media accounts (FaceBook, Twitter, InstaGram, etc.)	

BACKGROUND	<p>On October 26, 2015 the City Council adopted goals including to develop and implement plans, policies, and programs to improve organizational structure, align staffing with community needs, and develop a culture that establishes customer service as the City's top priority, improves efficiency and effectiveness, and ensures the stewardship of public funds and to develop and implement Economic Development and Community Development plans, policies, and programs to strengthen the local economic climate, diversify the tax base, and enhance the viability and sustainability of the community's residential neighborhoods and commercial areas. In December 2015, the City Council approved the redesign of the city's website. Included in the redesign of the website was the ability to push notifications to social media sites.</p>
SPECIAL NOTES	
ANALYSIS	<p>Staff has researched the need for social media archiving and discussed the benefits and features of social media archiving software. The Illinois Secretary of State issued guidance on what constitutes a public record in regards to social media. That guidance states that should a customer comment on a public social media site and the City takes action to address that comment, the comment is a public record. Absent the archiving solution, staff could take screen shots of the comments in order to maintain the public record. While this is a possibility, the archiving software can ensure that any comment is saved, while staff would have to screenshot, and store the record. If staff did not screenshot the comment(s), and the customer removed the comment, there would be no way to retrieve the comment. With the archiving software, the comment could be retrieved even if the customer deleted the comment.</p> <p>Also, we as a public entity have the ability to moderate and remove inappropriate comments or inflammatory language. The archive software would maintain those, should they be needed as a reason for banning an abuser of the site.</p>

PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval.
REFERENCE DOCUMENTS ATTACHED	PageFreezer proposal, PageFreezer export example, Archive Social overview, Archive Social pricing, Secretary of State guidance for social media.

RESOLUTION NO. 5072

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PAGEFREEZER SOFTWARE INC. FOR PROFESSIONAL SERVICES, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, on October 26, 2015 the City Council adopted Resolution 4947 establishing goals for the City of Kewanee; and

WHEREAS, one of the adopted goals is to develop and implement plans, policies, and programs to improve organizational structure, align staffing with community needs, and develop a culture that establishes customer service as the City's top priority, improves efficiency and effectiveness, and ensures the stewardship of public funds; and

WHEREAS, another of the adopted goals is to develop and implement Economic Development and Community Development plans, policies, and programs to strengthen the local economic climate, diversify the tax base, and enhance the viability and sustainability of the community's residential neighborhoods and commercial areas.

WHEREAS, a municipal social media pages are viable and desirable tools to communicate with constituents as we develop a culture establishing customer service as the City's top priority, as well as potential new businesses; and

WHEREAS, Illinois Secretary of State has issued guidance regarding what constitutes a public record in regards to social media and there is a need to preserve some content that may be created by customers; and

WHEREAS, staff had contact with several providers and conducted extensive research to identify potential providers. Two proposals were received from municipal website design companies and the proposals received were:

Entity	Initial Cost	Annual Support
Page Freezer	\$1,388	\$1,188 per year
Archive Social	\$2,388	\$2,388 per year

WHEREAS, City staff recommends that the archiving software agreement be awarded to PageFreezer Software, Inc.;

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

Section 1 The City Manager is hereby authorized to execute a contract with PageFreezer Software, Inc. for professional services for the not to exceed amount of \$1,388.

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 28th day of August 2017.

ATTEST:

Melinda K. 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				

Government Records Law and Social Media

Guidance for Illinois Government Agencies

All government agencies must be able to communicate with the public. In the past, this was typically accomplished through controlled mechanisms such as press releases, fliers, bulletins and newsletters. While agencies still produce these, the public today expects agencies to have an online presence as well. Most government agencies maintain a website, and many now also have one or more social media accounts.¹ However, the use of social media by an agency brings with it significant record-keeping challenges and must be undertaken deliberately to ensure that all legal obligations are met.

The move from agency website to social media page may seem like a small evolution, but in reality it represents a huge leap in terms of control and accountability. Agency websites are controlled directly by an agency's IT department or a vendor under contract with that agency. All content on the site remains under the agency's control and can be changed, removed or captured through internal mechanisms. Social media, by contrast, is almost always controlled by a non-contracted third party entity. These entities are not subject to regulations that cover government agencies. Facebook, Tumblr, Twitter, Flickr and the dozens of other social media platforms all have their own terms of service, and they offer no guarantee that one will be able to retain control of or capture everything that has been posted. Some agencies choose to avoid social media for these reasons. For government agencies that wish to use social media, the below guidance will highlight concerns that arise with its use. It also will suggest policies or procedures to ensure that an agency using social media complies with the State/Local Records Act and FOIA.

1. Are social media posts considered public records?

Social media posts are considered public records *if*:

- Posts are made on an official public agency account or on a private account that is being used to distribute information for that agency to the public. Not included are private accounts of public employees that are not used as part of their job. If a private account is used to conduct government business, then it becomes public and is subject to FOIA and the Local Records Act.

and

- The content being posted is unique. Agencies do not need to preserve redundant content in all of its forms. For example, if the same event announcement is put out via both a press release and a social media post, then only one copy must be kept. Usually agencies will find it simpler to retain the "traditional" version, and this is acceptable. However, if the content of the two versions differs significantly, they should be considered unique records and both be retained.

¹"Social Media" in this context refers to any of a number of platforms where an account holder can post written messages, images, audio, video or multimedia files with the intention of sharing that information with other individuals or external groups. Examples include Facebook, Twitter, Tumblr, Flickr, Google+, Instagram and many others.

2. What is the retention period for social media posts that are records?

The retention period for social media varies. It depends on the post (record) itself, as there is no “social media” category. Records retention is based upon function and content of the record, not its format. This means that information content has potentially the same retention period whether it is shared using social media, email or a paper memo. While social media is a new means of communication, the function it serves is not new. Since social media is most often used by agencies to disseminate information to the public, it is generally considered to be the same category as press releases, meeting notices and other informational notifications, and is subject to the same retention requirements. If, however, social media is used to have two-way communication, it should be considered as correspondence and treated accordingly. Agencies are not required to retain all copies of duplicate postings. When information content is being distributed through multiple outlets, the record copy for retention should be retained in the media format that is most economical to maintain and manage. Agencies should consult their Application for Authority to Dispose of State/Local Records for appropriate retention periods.

3. What about comments from members of the public on an agency’s page?

Comments and posts put on an agency's account by members of the public or other outside entities are not by default considered to be records, unless those comments trigger some action by the agency. For example, if a resident comments on the City Public Works' page that there is a massive pothole that needs fixing and the city then dispatches a team to fill the pothole or corresponds with the resident about it, that comment is a public record. If the resident instead simply posts a complaint about how public works never gets anything done and there is no city response, that is not a public record.

Agencies are permitted to moderate their social media pages, but should be clear about criteria and publicly post the moderation policy on all accounts. Agencies are not required (for records management purposes) to maintain inappropriate comments or inflammatory language being posted by members of the public, but may wish to capture such posts to show evidence of their reasoning. An example could be a person being blocked from a page for repeated abuse who may then attempt to publicly accuse the agency of undue censorship. Having a log of the reasons behind the banning can help protect the agency. Agencies are also allowed to turn comments off when appropriate, as they are under no requirement to allow them.

4. How does an agency capture record content from its social media accounts?

Most social media outlets do not by default allow account holders to download their activity logs (Twitter being a notable exception), so agencies must consider ahead of time how they will preserve their posts. This can be done by composing messages in local software and noting the time and date posted or by capturing screenshots of the post once it is on the page. There is also third party software that can capture social media content automatically for an agency. The mechanism is less important than making sure that the critical record information is captured and maintained appropriately.

Private messages sent or received through the social media platform’s messaging service represent another challenge, as there is often no convenient mechanism to move them to an agency’s own systems. Agencies are strongly discouraged from using social media messaging services for

correspondence and instead should route such communications through agency-managed email, telephone or paper correspondence. This might mean responding to a comment or message from a member of the public via email (reiterating the original message content to ensure completeness) or requesting that they send their inquiry via email to ensure it is addressed properly. If agencies do communicate with outside parties via social media messaging, they must ensure that all communication is captured and transferred to an agency-controlled medium to ensure proper retention.

5. Can members of the public submit FOIA requests via social media?

The Illinois Freedom of Information Act states that “Written requests may be submitted to a public body via personal delivery, mail, telefax, or other means available to the public body” (5 ILCS 140/3 (c)). By creating and maintaining a social media page that allows public comment an agency is making that a “means available.” Therefore, if a member of the public posts a comment on an agency's account that clearly requests certain records it should be construed as a valid FOIA request. The agency will certainly wish to follow up with that person via email or phone to clarify details or get contact information, but social media can be a valid form of communication for FOIA purposes. Vague messages that might be construed as a request for records should be followed up on similarly. To avoid ambiguity or missed requests, agencies should prominently post contact information for FOIA requests on all social media accounts.

Questions regarding social media policy or procedures can be directed to:

Kris Stenson
Electronic Records Archivist
217-557-1085
kstenson@ilsos.net

Questions regarding an agency's retention schedule or specific retention periods should be directed to the appropriate section of the Illinois State Archives:

Local Government Records Section
217-782-7076
localrecords@ilsos.net

State Government Records Section
217-782-2647
staterecords@ilsos.net



PageFreezer

City Of Kewanee

Prepared For

Melinda Edwards
City of Kewanee
401 East 3rd Street
Kewanee IL 61443
United States

Created By

Nate Dempsey
PageFreezer Software, Inc.
(604) 800 0631
nate@pagefreezer.com
<http://www.pagefreezer.com>

PageFreezer Order Form

July 14th, 2017
Quote: 173164037

Sales person: Nate Dempsey
Email: nate@pagefreezer.com

Name	Price	QTY	Subtotal
Helpdesk Standard Weekdays, 9am-5pm PST, excl. holidays, email, phone, web support, online ticket system, knowledge base, user documentation.	\$0.00	1	\$0.00
Set-up and configuration (Hourly) Set up and configure the website and social media accounts for archiving; set up user account access including user names and passwords; initial troubleshooting and quality assurance; administrative setup for capture engine; test captures; capture optimization; QA cycle - internal; QA cycle - with client;	\$100.00	2	\$200.00
PageFreezer Public Records Compliance for Social Media Social Media Archiving for up to 5 social media accounts. Add-on accounts are \$15/month each. Unlimited records. Unlimited storage. includes continuous account monitoring and archiving at the API (Application Programming Interface) level and replay of archives on PageFreezer.com. SEC, FINRA, Open Record compliant; 1 administrative user account; API access/capture to/from Facebook, Twitter, LinkedIn, Instagram, YouTube, Google+, Pinterest.	\$99.00	1	\$99.00

One-time Setup: \$200
+\$99 /month (Billed Annually)

Terms & Conditions

This is a quotation on the goods named, subject to the following conditions:

- i) All prices in USD and excluding sales tax
- ii) PageFreezer Subscription Agreement
- iii) Payment per year up-front
- iv) Recurring annually until cancellation
- v) Cloud data storage in our SSAE-16 compliant datacenter

PageFreezer Subscription Agreement

THIS SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS YOUR PURCHASE AND ONGOING USE OF PAGEFREEZER SERVICES.

BY ACCEPTING THIS AGREEMENT AND BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This Agreement was last updated on July 11, 2016. It is effective between You and Us as of the date of you are accepting this Agreement.

1 DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means internet or computer viruses, trojan horses, worms, salamis, back doors, logic bombs, time bombs, cancelbots, malwares, trapdoors, or any other harmful or malicious software codes, computer instructions, programming routines, or computer routines that may damage, vandalize, subvert, disrupt, disable, detrimentally interfere with, surreptitiously intercept, shut down or expropriate computer systems including its security data, user data or personal information.

"PageFreezer Services" means the webpage archiving services described in the User Guide.

"Order Form" means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between You and Us from time to time. Order Forms shall be deemed incorporated herein by reference.

"Purchased Services" means Services that You or Your Affiliates purchase under an Order Form.

"Services" means the online, Web-based archival platform and customer support provided by Us for Your Web Sites and social media accounts via <http://www.PageFreezer.com> and/or other designated websites, the features and technical limitations of which are described in the User Guide.

"User Guide" means the online user guide for the Services, accessible via <http://support.PageFreezer.com>, as updated from time to time. You acknowledge that You have had the opportunity to review the User Guide. The User Guide shall not alter, modify or amend this Agreement in any way. In the case of a conflict between the language of this Agreement and the language of the User Guide, the language found in this Agreement shall prevail.

"Web Sites" means world wide web sites which are registered to You or Your affiliates and which have been registered by You to use the Services and, for whom subscriptions to a Service have been purchased.

"Social Media" means social media network accounts, pages or profiles which are registered to You or Your affiliates and which have been registered by You to use the Services and, for whom subscriptions to a Service have been purchased

“We,” “Us” or “Our” means PageFreezer Software, Inc., a Canadian corporation, the company described in

Article 11 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

“You” or “Your” means the company or other legal entity for which you are accepting this Agreement, and

Affiliates of that company or entity.

“Your Data” means all electronic data or information archived for You by the Purchased Services.

2 PURCHASED SERVICES

2.1 Provision of Purchased Services.

We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2 Web Site Subscriptions.

Unless otherwise specified in the applicable Order Form, (i) Services are purchased as Web Site subscriptions, additional Web Site subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional Web Site subscriptions are added, and (ii) the added Web Site subscriptions shall terminate on the same date as the pre-existing subscriptions. Web Site subscriptions may be reassigned to a new Web Site replacing a former Web Site which no longer requires ongoing use of the Services.

3 USE OF THE SERVICES

3.1 Our Responsibilities.

We shall make the Purchased Services available on a daily basis for each Web Site, except for: planned downtime (of which We shall give at least 8 hour’s notice via the Purchased Services. We will provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2 PageFreezer Services.

If the Order Form indicates You have purchased the PageFreezer Services, We shall archive and time stamp the Web Site or Web Sites, or portions thereof, indicated in the Order Form at the frequency specified on the Order Form. As more fully described in the User Guide, the PageFreezer Services store and back-up the archived data at Our data center. During the period of Your subscription We will not override, change or destroy any archived copy except in connection with migrating the archive to another storage device and, then, only after a copy has been placed on the storage device to which the archive is being migrated.

3.3 Litigation Hold.

If you wish to place a litigation hold on some or all of Your data archived by Us, You shall send an email to support@pagefreezer.com identifying the pages and dates You would like Us to hold or give Us notice using the web form made available to You for that purpose on Our website. Within one (1) business day after receipt of Your request, We will confirm to You that we have received Your request by sending an email to the address We have on file for You. Within two (2) business days after Our receipt of Your request, We will flag those pages and dates so that they are identified as not to be deleted and

confirm to You by email that this has been done. Within three (3) business days after the receipt of Your request, We will export the pages and dates identified by You from the archives stored on Our servers (the cost of this Service is price per gigabyte of the data exported). We will export the data in a printable format and/or its native format including the digital signatures and timestamps. We may change the process for implementing a litigation hold by updating the User Guide. Please consult the User Guide for any changes to these procedures.

3.4 Your Responsibilities.

You shall (i) be responsible for making each Web Site available for archiving by Us, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, (iii) ensure that all Your Web Site pages accessed by our Services are accessible from Internet without restrictions and that Our software and Services are granted access to all of Your Web Sites, (iv) specify Your Web Sites and sub-sites to be within the scope of Our Services, ensure that Your Web Site and each individual page within the scope of Our Services are accessible to Our software and Services and resolve any network problems, server overload or availability problems, or any other technical issues that may affect the accessibility and availability of Your Web Site and each Web Site page, (v) arrange for any export of data from the archives stored on Our server that You wish to obtain , (vi) use the Services only in accordance with the User Guide and applicable laws and government regulations, (vii) request an export of Your data from Our servers after the termination of this Agreement within the time period specified in Section 10.5 (Return of Your Data) (there is a fee for the data export which will cover the courier costs for the disks to be shipped to You), and (viii) be responsible for verifying and ensuring that under applicable law the data generated by Our Services are admissible in court proceedings or any other legal proceedings that You may wish to utilize the data. You shall not store anything on Your Web Sites that You register for Services that We cannot lawfully copy.

3.5 Usage Limitations.

Services may be subject to other limitations, such as, for example, limits on disk storage space and on the number of calls You are permitted to make against Our application programming interface. Any such limitations are specified in this Agreement and in the User Guide. The Services provide real-time information to enable You to monitor Your compliance with such limitations.

4 FEES AND PAYMENT FOR PURCHASED SERVICES

4.1 Fees.

You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in United States dollars (ii) fees are based on Services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of Web Site subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. Web Site subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for Web Site subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term.

4.2 Invoicing and Payment.

We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice. You are responsible for maintaining complete and accurate billing and contact information in the Services.

4.3 Overdue Charges.

If any charges are not received from You by the due date, and after We have provided You with a written notice of such payment default and allowed You ten (10) business days to cure such default, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment).

4.4 Suspension of Service and Acceleration.

If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, and after We have provided you with a written notice of such payment default and allowed you ten (10) business days to cure such default, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full.

4.5 Payment Disputes

We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if the applicable charges are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute.

4.6 Taxes.

Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

5 PROPRIETARY RIGHTS

5.1 Reservation of Rights.

Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2 Restrictions.

You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, create derivative works based on the Services, (ii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iii) reverse engineer the Services, or (iv) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

5.3 Ownership of Your Data.

As between Us and You, You exclusively own all rights, title and interest in and to all of Your Data.

5.4 Suggestions.

We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, relating to the

operation of the Services.

6 CONFIDENTIALITY

6.1 Definition of Confidential Information.

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data and Your Intellectual Property; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) of either party shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 Protection of Confidential Information.

Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

6.3 Protection of Your Data.

Without limiting the above, We shall maintain no less than industry standard administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.

6.4 Compelled Disclosure.

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7 WARRANTIES AND DISCLAIMERS

7.1 Our Warranties.

We represent, warrant and covenant that the Services (and any parts and materials thereof) will (i) be delivered by competent personnel in a professional and workmanlike manner, according to prevailing industry standards; (ii) be of good material and

workmanship; (iii) be fit and sufficient for the purpose(s) for which they were purchased; (iv) be performed in compliance with the requirements of all applicable laws and regulations; (v) not and do not infringe or misappropriate any United States or foreign patent, trademark, trade secret, copyright or any other proprietary, intellectual property, industrial property, or contract right held by any third party; (vi) will comply with all applicable foreign, federal, state or local statutes, laws and regulations governing advertising, data collection, privacy, security and other business practices; (vii) will not otherwise expose either party to criminal or civil liability, and (viii) materially conform with the specifications (if any) set forth in the description of the Services and be consistent with any samples of Services provided.

We represent, warrant, and covenant to You that: (i) Our performance under this Agreement shall at all times conform to prevailing professional and ethical standards; (ii) due care and commercially reasonable efforts shall be utilized by Us in the performance of this Agreement; and (iii) We are under no obligation or restriction that would conflict with Our providing the Services.

For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.

7.2 Your Warranties.

You warrant that You own the Web Site and Social Media that You register for Services. By registering Your Web Site for Services, You warrant that You have the right to, and hereby grant, Us permission to access Your Web Site with Services, including, but not limited to, archiving Your Web Site, sub-sites and/or Web Site pages.

7.3 Mutual Warranties.

Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) will not intentionally transmit to the other party any Malicious Code. Each party will utilize reasonable efforts to detect and remove Malicious Code from any materials subject to this Agreement by using virus scanning or other similar tools and techniques.

7.4 Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8 MUTUAL INDEMNIFICATION

8.1 Indemnification by Us.

We shall defend You against any claim, demand, suit, or proceeding ("Claim") made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify You for any damages finally awarded against, and for reasonable attorney's fees incurred by, You in connection with any such Claim; provided, that You (a) promptly give Us written notice of the Claim; (b) give Us sole control of the defense and settlement of the Claim (provided that We may not settle any Claim unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense.

8.2 Indemnification by You.

You shall defend Us against any Claim made or brought against Us by a third party alleging that Your Data, or Your use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates

applicable law, and shall indemnify Us for any damages finally awarded against, and for reasonable attorney's fees incurred by, Us in connection with any such Claim; provided, that We (a) promptly give You written notice of the Claim; (b) give You sole control of the defense and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

9 LIMITATION OF LIABILITY

9.1 Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE GREATER OF \$100,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12

MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER ARTICLE 4 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2 Exclusion of Consequential and Related Damages.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9.3 Additional Limits on Our Liability.

We are not responsible for: (i) Your Web Site or any of Your Web Site pages or data being excluded from Our Services due to the access limits placed by You on Your Web Site, sub-site, page, and/or Your Data, (ii) Your Web Site, any sub-site, page, and/or Your Data excluded from Our Services due to not being specified by You as being in scope of Our Services, (iii) Your Web Site, any sub-site, page, and/or Your Data excluded from Our Services due to Internet or Your network problems, Your server overload, availability, and/or accessibility problems, or due to any other technical problems that may affect availability and/or accessibility of Your Web Site, any sub-site, page, and/or Your Data, (iv) any negative effect on You by Our Web Site being offline from time to time for maintenance, (v) loss of Your Data after the termination of this Agreement when You had failed to request an export of Your Data from Our systems within the data hold period specified in Section 10.5 (Return of Your Data), and (vi) refusal for any court, law enforcement agency, or dispute resolution venue to accept or recognize for any purpose the data generated by Our Services.

10 TERM AND TERMINATION

10.1 Term of Agreement.

This Agreement commences on the date You accept it and continues until all Your Services subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2 Term of Purchased Web Site Subscriptions.

Services subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all Web Site subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless

either party gives the other notice of non- renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

10.3 Termination for Cause.

A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 Refund or Payment upon Termination.

Upon any termination, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10.5 Return of Your Data.

Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription and upon payment to Us of the applicable data export fees, We will make available to You for download a file of Your Data in the native file formats along with attachments in their native formats. At the end of the 30-day period, We shall have no obligation to maintain or provide any of Your Data and we may, unless legally prohibited and at our own discretion when permitted, delete all of Your Data in Our systems without notice or confirmation. If You elect to purge Your Data and require confirmation or destruction on, or before, a specific date, We will destroy the Data and provide You with a Certificate of Destruction for a one-time fee of \$300.00.

10.6 Surviving Provisions.

Articles 4 (Fees and Payment for Purchased Services), 5 (Proprietary Rights), 6 (Confidentiality), 8 (Mutual Indemnification), 9 (Limitation of Liability), 11 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 12 (General Provisions) and Sections 7.4 (Disclaimer), 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data) shall survive any termination or expiration of this Agreement.

11 WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

11.1 General.

Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit, depend on where You are domiciled.

If You are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
In North America	PageFreezer Software, Inc.	PageFreezer Software, Inc.	Washington State Law	Washington State

11.2 Manner of Giving Notice.

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You.

11.3 Agreement to Governing Law and Venue.

Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

11.4 Waiver of Jury Trial.

Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12 GENERAL PROVISIONS

12.1 Export Compliance.

Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports.

12.2 Relationship of the Parties.

This Agreement will not be construed as creating a partnership, joint venture, or agency relationship or as granting a franchise. The parties are performing their obligations under these Terms as independent contractors. At no time will either Party have any right, power or authority to create any obligation or responsibility on behalf of the other party.

12.3 No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

12.4 Waiver and Cumulative Remedies.

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.5 Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent

permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6 Attorney Fees.

The prevailing party in any litigation under this Agreement shall be entitled to recover all costs incurred in connection therewith, including, without limitation, reasonable attorneys' fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due to Us under this Agreement following Your breach of Section 4.2 (Invoicing and Payment).

12.7 Assignment.

Neither party may assign this Agreement or the rights granted hereunder without the prior written consent of the other, except that a party may assign this Agreement to any successor to the business of the party by merger, consolidation, or sale of assets or to any corporation controlling, controlled by, or under common control with the party..

12.8 Entire Agreement; Modification.

This Agreement shall constitute the entire Agreement between the parties hereto and supersedes all prior agreements and/or representations between the parties relating to the subject matter hereof. The parties acknowledge and agree that they have not relied upon any representations not set forth herein in entering into this Agreement. Both parties have had the opportunity to have this Agreement reviewed by competent counsel. Any change, modification or amendment to this Agreement must be in writing and signed by both parties in order to be effective. No terms, provisions, or conditions of any other document will have any effect on the obligations of the parties under or otherwise modify this Agreement. To the extent, if any, the terms of this Agreement conflict with any Order Form or any other of Our documental, the terms contained herein shall be controlling and any additional terms presented in any of Our documents shall be null and void. To the extent, if any, the terms Sections 1 through 12 of this Agreement conflict with any language contained in any exhibit of other document incorporated herein, the terms contained in Sections 1 through 12 shall prevail. In the case of a conflict in language between this Agreement and any other agreement or other document between the parties, the language of this Agreement shall prevail.

12.9 Pre-Printed Terms or Conditions.

In no event shall the pre-printed terms or conditions in any Order Form or other document, or any other similar document, be considered an amendment or modification whether such terms conflict or not, with this Agreement, even if such documents are signed by representative of both parties. For further clarity, such terms shall be inapplicable and of no effect in their entirety.

12.10 Change In Document.

By signing and delivering this Agreement and/or any schedule, exhibit, amendment, or addendum thereto, each party will be deemed to represent to the other that the signing party has not made any changes to such document from the draft(s) most recently provided to the other party by the signing party, or vice versa, unless the signing party has expressly called such changes to the other party's attention in writing (e.g., by "redlining" the document or by a comment memo or email).

12.11 Force Majeure.

No delay or default in performance of any obligation by either party shall constitute a breach of this Agreement to the extent such default or delay is caused, directly or indirectly, by an event beyond the reasonable control of the party unable to perform, including fire, flood, earthquake, elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, failure of the Internet or strikes, lockouts or labor difficulties ("Force Majeure Event"). The party affected by an event of Force Majeure Event, upon giving prompt notice to the other party, shall be excused from performance hereunder on a day to day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its

obligations on a day to day basis to the extent that such obligations relate to the performance so prevented, restricted, or interfered with); provided that the party so affected shall use commercially reasonable efforts to avoid or remove such cause of non-performance and to minimize the consequences thereof and both parties shall resume performance hereunder forthwith upon removal of such cause. However, if the period of nonperformance exceeds ten (10) business days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement without cause and may be subject to refunds for pre-paid, unused Services.

In WITNESS WHEREOF, I have signed this agreement effective as of the day and year upon completion of signing.

Name: _____

Date: _____

Title: _____

City of Woodland, Washington

For <https://www.facebook.com/CityofWoodlandWA/>
From 5 April 2017, 8:30am pst to 12 April 2017, 11:30pm pst
Generated by Jane Doe at 12 April 2017, 9:30am pst



City of Woodland,
Washington

@CityofWoodlandWA

Timeline



City of Woodland, Washington

12 April 2017, 3:32PM

Almost done!... waiting for the bark chips to be delivered tomorrow!



Rene Bloemke and 5 other

5 Comments



Mélissa Forget

Thank you Woodland

12 April 2017, 10:10PM



Leslie O'Keefe-Lawley

Yes! Sounds great! We have cabin fever & we are ready for summer!

12 April 2017, 4:42PM



Jennifer Keene

Woohoo

12 April 2017, 4:36PM



Shelby Mathisen

Leslie O'Keefe-Lawley, play date at the park soon?! If it EVER stops raining!

12 April 2017, 4:31PM

Replies (1)



Leslie O'Keefe-Lawley

Yes! Sounds great! We have cabin fever & we are ready for summer!

2 April 2017, 4:42PM



Elisabeth Opich

Yay but Im sad to see the tree's go:(

Likes 1 12 April 2017, 3:57PM

Post ID: 1411087648961448

Post Type: Photo

Post ID: 1411087648961448

Post Type: Comment

Post ID: 1411087648961448

Post Type: Comment

Post ID: 1411087648961448

Post Type: Comment

Post ID: 1411087648961448

Post Type: Comment

Post ID: 1411087648961448

Post Type: Comment Reply

Post ID: 1411087648961448

Post Type: Comment



1 4 1



Rene Bloemke

12 April 2017, 3:21pm



Donna Serre

12 April 2017, 3:21pm



Sonja Huest

12 April 2017, 3:21pm

Post ID: 1411087648961448

Post Type: Reaction

Post ID: 1411087648961448

Post Type: Reaction

Post ID: 1411087648961448

Post Type: Reaction



Sidra Malik

12 April 2017, 3:21pm

Post ID: 1411087648961448
Post Type: Reaction



Sidra Malik

(unliked at 12 April 2017, 3:05pm)

Post ID: 1411087648961448
Post Type: Reaction



Benjamin Fredricks

12 April 2017, 3:21pm

Post ID: 1411087648961448
Post Type: Reaction



Heather Kleve Hirsch

12 April 2017, 3:21pm

Post ID: 1411087648961448
Post Type: Reaction



Sandy Peppard Jamison

12 April 2017, 3:21pm

Post ID: 1411087648961448
Post Type: Reaction



City of Woodland, Washington

05 April 2017, 3:31PM

Meet & Greet Reminder! - Tonight from 5pm - 7pm, come meet the new FVRL librarian for the Woodland Branch. The event will be held at the Woodland library, next to the Woodland Community Center.



Scott Patten and 5 other

1

Post ID: 1400691490001064
Post Type: Photo



City of Woodland, Washington

05 April 2017, 3:31PM

Meet & Greet Reminder! - Tonight from 5pm - 7pm, come meet the new FVRL librarian for the Woodland Branch. The event will be held at the Woodland library, next to the Woodland Community Center. ~~Hope to see you there!~~



Scott Patten and 5 other

Post ID: 1400691490001064
Post Type: Photo



City of Woodland, Washington

05 April 2017, 3:31PM

Tonight from 5pm - 7pm, come meet the new FVRL librarian for the Woodland Branch. The event will be held at the Woodland library, next to the Woodland Community Center. Hope to see you there!



Scott Patten and 5 other

Post ID: 1400691490001064
Post Type: Photo

5 1



Scott Patten

05 April 2017, 3:21pm

Post ID: 1400691490001064
Post Type: Reaction



Gregory Silva

05 April 2017, 3:21pm



Jessica Connell

05 April 2017, 3:21pm



Kenny Bjur

05 April 2017, 3:21pm



Jackie Casey

05 April 2017, 3:21pm



Donna Albaitero

(unliked at 05 April 2017, 3:21pm)



Donna Albaitero

05 April 2017, 3:21pm

Post ID: 1400691490001064
Post Type: Reaction

Post ID: 1400691490001064
Post Type: Reaction

Post ID: 1400691490001064
Post Type: Reaction

Post ID: 1400691490001064
Post Type: Reaction

Post ID: 1400691490001064
Post Type: Reaction

Post ID: 1400691490001064
Post Type: Reaction



Try ArchiveSocial free for **30 days.**

Records-based pricing designed to fit any size agency

Start Free Trial!

Transparent Pricing: No Setup Fees, No Export Fees, No
Fine Print

Economy
Fits even the smallest budgets
<div>\$199/month</div> <div>Billed annually or \$219 month-to-month</div>
<div>1000</div> <div>new records/month</div>
<div>10</div> <div>social accounts</div>
<div>Unlimited</div> <div>data storage</div>
Core archiving platform features

Standard

Full coverage for 90% of agencies

\$399/month

Billed annually
or \$439 month-to-month

3000

new records/month

Unlimited

social accounts

Unlimited

data storage

Core archiving platform features

Premium

Scales to protect any sized agency

\$599+/month

Billed annually
or \$649 month-to-month

>5000

new records/month

Unlimited

social accounts

Unlimited

data storage

Core archiving platform features

Have questions about pricing, our product, or your record count?

Contact Sales

START YOUR FREE TRIAL

Connect a Twitter account and we'll create your sample archive in less than 60 seconds.

Your work email

Start with a Twitter account

Don't have a Twitter account? Want to talk to a human? [Contact Sales](#)

Any plan can also be upgraded to include the **Risk Management & Analytics** suite or **Open Archive**. Financial services professionals can also add-on **personal LinkedIn compliance**.

Frequently Asked Questions

How is ArchiveSocial pricing based?

ArchiveSocial pricing is based on the volume of new records archived each month. All plans include unlimited data storage, continuous archiving, and access to [core features](#).

Why is ArchiveSocial pricing based on records?

We've found that the volume of a customer's ongoing social media activity — regardless of the number of users or social media profiles — is the best indicator of the value our customers receive from the archive. Pricing in this manner allows us to provide plans that offer unlimited data storage and unlimited social accounts, while ensuring that our customers can organize their social media profiles in any way that they want.

Will my costs be fixed or can they vary month to month?

Fixed. Our record volume limits are intentionally specified as ranges (e.g. up to 1,000 new records, up to 3,000 new records, etc) to accommodate for fluctuations in usage, and to ensure that you can accurately budget for the solution.

What exactly is a record? What is a social account?

A record is any individual communication captured by ArchiveSocial. Each tweet, status update, private message, and comment is stored as a separate record. Large multimedia files, such as videos, are counted as multiple records based on 10 megabyte segments.

A social account refers to an individual profile on a social networking site such as Facebook or Twitter. Distinct profiles, such as business pages, are treated as separate accounts even if they are managed by the same top-level profile.

What happens if I exceed the maximum number of records allowed by my plan in a month?

No problem! We understand that your social media activity might occasionally spike, particularly in emergency situations. ArchiveSocial will continue archiving your communications when you temporarily exceed your plan maximum. If you consistently exceed your plan maximum over the course of a few months, we will work with you to move to a more appropriate plan size.



SOLUTION OVERVIEW




ArchiveSocial

Social media archiving for government

www.archivesocial.com

info@archivesocial.com | (888) 558-6032 | 334 Blackwell St., Suite B-005, Durham, NC 27701



ArchiveSocial is the social media archiving solution for business-grade record keeping and compliance. It is built from the ground up to address specific challenges related to the capture of records from social networking platforms, and is designed to preserve social media records in a manner that correctly satisfies long-term business requirements.

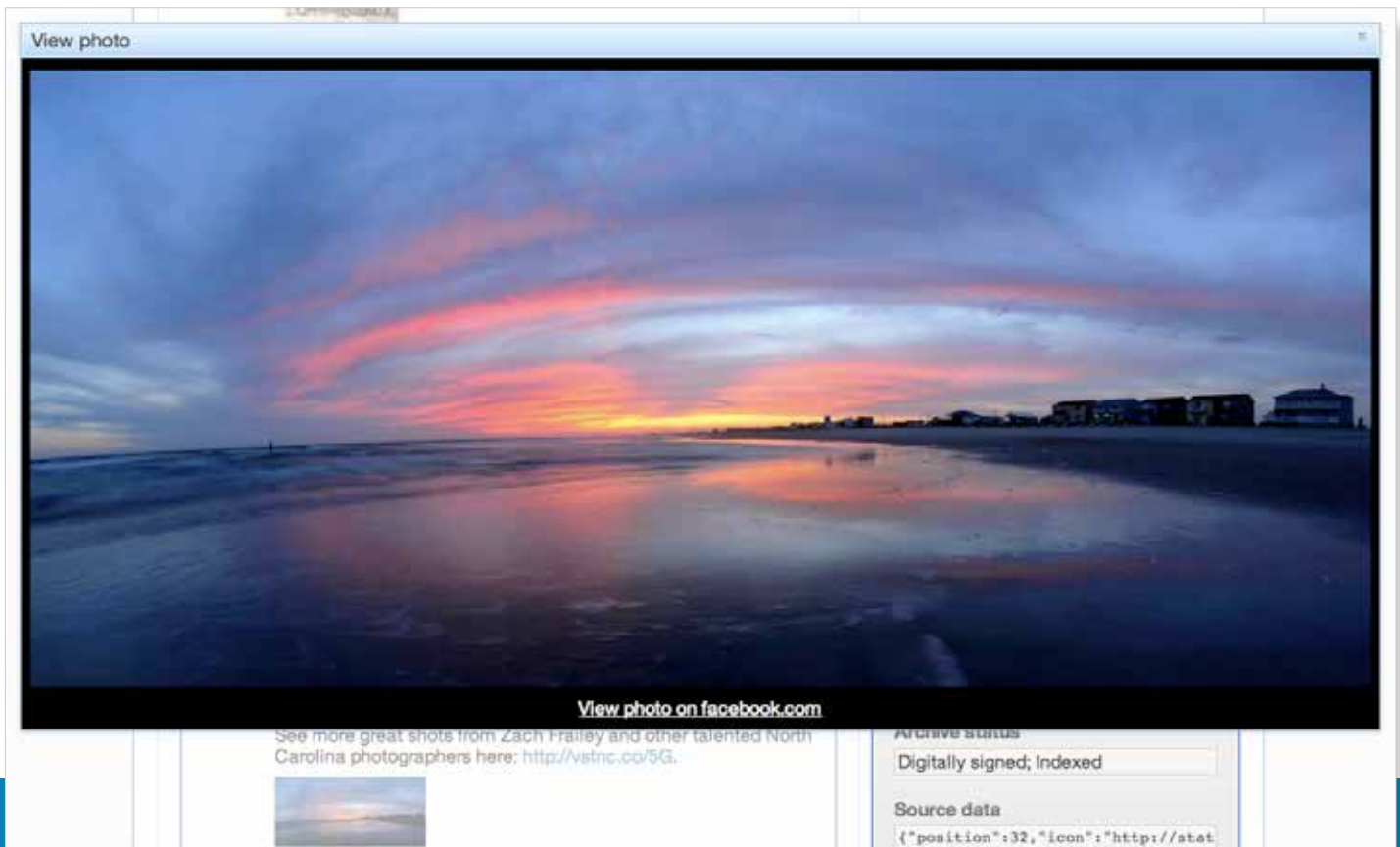
It is critical that a social media archiving solution captures records regardless of how or when content is posted. Furthermore, such a solution must archive records in their native format (i.e. not email or HTML) and ensure authenticity of records in order to meet legal and compliance requirements.



COMPREHENSIVE SOCIAL MEDIA CAPTURE

It is challenging to archive social media because communications are often transmitted outside of the corporate network. It is also important to correctly handle the wide variety of rich data formats transmitted across social networks.

For example, a comment on a status update must be captured even if it appears years later. It is best to preserve a photo at full resolution and not just as a link or thumbnail. It is difficult but important to track changes to social media profiles as they change over time.



ArchiveSocial archives social media regardless of the device or network used to transmit communications. It correctly captures each of the various data formats and presents the resulting records in an extremely intuitive interface.



PRESERVATION IN NATIVE FORMAT

Social networking platforms are not just websites. Correctly capturing records of social media requires more than taking snapshots of HTML.

Like email, all social media communications have an underlying data format containing important metadata about the communication. This metadata includes user IDs, timestamps, and other information not displayed on a webpage.

The screenshot shows a Facebook post titled "Visit North Carolina" with the text: "Did you know North Carolina is home to one of only four female-owned distilleries in the nation? CBS This Morning recently spent time with Troy Ball, the mother of three who's giving moonshine a classy makeover from Western North Carolina. Watch her story below!". A JSON metadata overlay is visible, showing the post's native format data. A blue arrow points from the post to the "Entry Details" panel on the right.

Entry Details

Original timestamp
2012-06-07T16:25:03Z

Status
Signed; Indexed

Download data

```
{
  "icon": "http://photos-a.ak.fbcdn.net/photos-ak-snc7/v85005/26/17901322204542/app_2_17901322204542_846.gif",
  "application": {
    "id": "17901322204542",
    "name": "VisitNC",
    "link": "http://vstnc.co/4q",
    "caption": "www.cbsnews.com",
    "from": {
      "id": "44490119625",
      "category": "Travel/leisure",
      "name": "Visit North Carolina"
    },
    "type": "link",
    "updated_time": "2012-06-07T16:25:03+0000",
    "id": "44490119625_18150946847724626",
    "message": "Did you know North Carolina is home to one of only four female-owned distilleries in the nation? CBS This Morning recently spent time with Troy Ball, the mother of three who's giving moonshine a classy makeover from Western North Carolina. Watch her story below! ",
    "picture": "http://platform.ak.fbcdn.net/www/app_full_proxy.php?app=17901322204542&v=1&size=2&cksum=8612d290add5698985ac9e42edb18b8b&src=http%3A%2F%2Fi.i.com.com%2Fcnvk.1d%2Fi%2Ftm%2F2012%2F06%2F07%2Fctm_moonshine_607_400x360.jpg",
    "description": "CBS News video: Mom gives moonshine a classy makeover - \"Running\" moonshine has long been a tradition in western North Carolina. Lee Woodruff profiles one stay-at-home mom who devoted herself to turning the craft of making moonshine into an art.",
    "likes": {
      "count": 1,
      "data": [
        {
          "id": "504473840",
          "name": "Chris Berry"
        }
      ],
      "name": "Mom gives moonshine a classy makeover - CBS News Video",
      "created_time": "2012-06-07T16:25:03+0000",
      "comments": {
        "count": 0,
        "actions": [
          {
            "link": "http://www.facebook.com/44490119625/posts/18150946847724626",
            "name": "Comment"
          },
          {
            "link": "http://www.facebook.com/44490119625/posts/18150946847724626",
            "name": "Like"
          },
          {
            "link": "http://www.facebook.com/sharer.php?u=http%3A%2F%2Fvstnc.co%2F4q",
            "name": "Share"
          }
        ]
      }
    }
  }
}
```

ArchiveSocial interfaces with each social network in order to capture and preserve data in its pure native format. The underlying data format for a social media record can be accessed and downloaded from ArchiveSocial at any time.



DIGITAL SIGNATURES FOR AUTHENTICITY

Proof of authenticity is a critical requirement when providing electronic records as evidence in regulatory and legal situations.

Investigators and courts must be assured that a social media record was not falsified using a web page editor, image manipulation software, or some other means.

Entry Details

Original timestamp
2012-06-20T00:40:03Z

Archive status
Digitally signed; Indexed

Source data

```
{
  "message": "Do you have a favorite place on the North Carolina coast? Tell us what you love about it!",
  "id": "44490119625_10150972913",
  "id": "179013222204542",
  "name": "Visit North Carolina",
  "count": 10,
  "data": {}
}
```

[Download data](#)

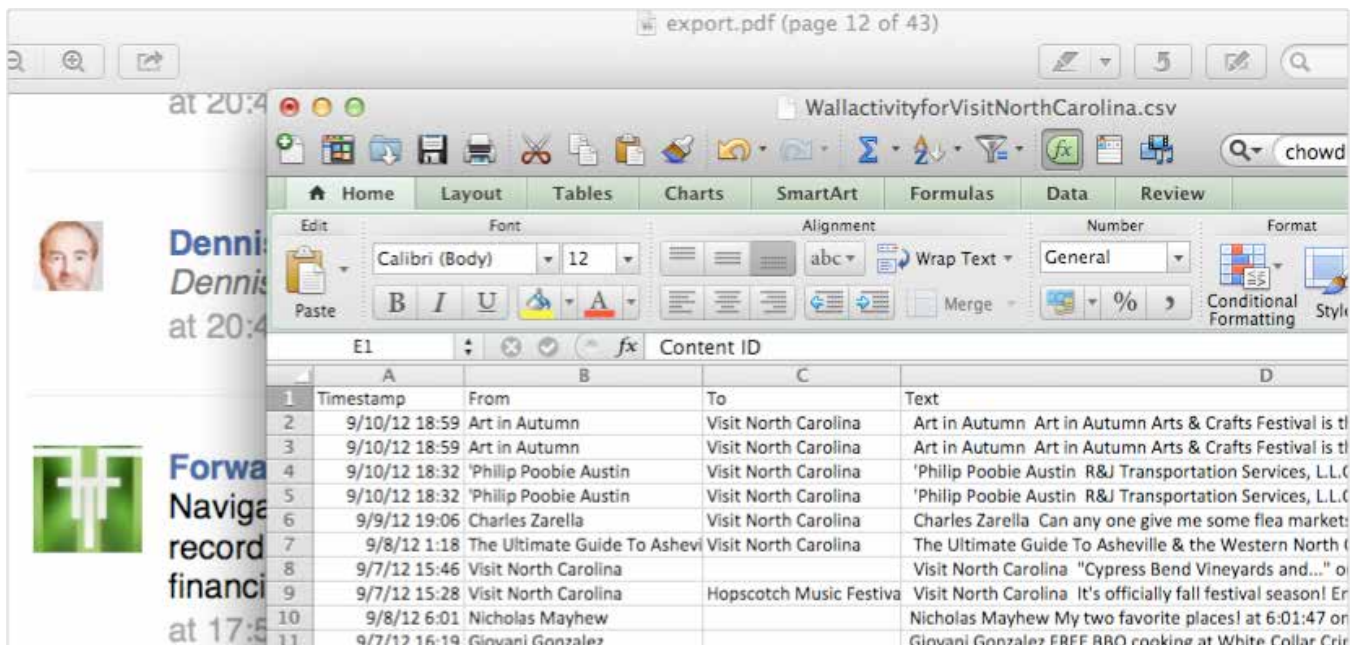
ArchiveSocial applies a timestamped digital signature to each individual record stored in the archive. This digital signature proves that the data existed at the specified time in history and could not have been edited or falsified in any way.



DATA EXPORT TO A VARIETY OF FORMATS

Storing data is only half the equation. A complete records management solution must provide the ability to easily locate and produce records when necessary.

Because social media content is rich and dynamic, it is important that records can be exported in a variety of static formats based on how the data will be used. Furthermore, it is critical that all data – including metadata and images – can be included in the export.



ArchiveSocial can export social media content to a variety of formats including PDF, HTML, and Excel. Furthermore, it is possible to export everything in the archive at any time, including all of the rendered content, native formats, images, and digital signatures.



QUICK AND SEAMLESS DEPLOYMENT

Social media accounts are typically managed by employees and not by the company. Organizations need to implement a process that allows employees to provide account access for archiving, without requiring the employees' private credentials.

Social media archiving is a technically challenging issue requiring vast amounts of computing storage. It is important that an archiving solution saves your organization time and money, rather than creating additional complexity.



CONNECT SOCIAL MEDIA ACCOUNTS

Welcome, Kathy Stevens

Acme Financial, Inc. is using ArchiveSocial to automatically archive your social media activity. Please connect each of your social media accounts below in order to allow ArchiveSocial to access your accounts and archive your activity.



ArchiveSocial is a pure cloud-based solution that requires no software installation or IT expertise. It simplifies deployment across the organization and enables your business to automate social media record keeping in a matter of minutes.



ArchiveSocial is the social media archiving solution for business. Sign up today and take control of your social media data.



Visit us on the web at www.archivesocial.com
or reach us by phone at (888) 558-6032.

CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	August 28, 2017	
RESOLUTION OR ORDINANCE NUMBER	Resolution #5073	
AGENDA TITLE	A RESOLUTION DIRECTING THE CITY MANAGER AND ALL CITY EMPLOYEES SUBORDINATE THERETO TO STAY ADMINISTRATION OF SECTION NUMBER 155.117 OF THE KEWANEE MUNICIPAL CODE	
REQUESTING DEPARTMENT	City Council	
PRESENTER		
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To afford staff and the City Council the time necessary to make desired changes to the City's ordinances regarding fences for beer garden/outdoor eating areas without permitting any such uses in the meantime that may be contrary to the decisions that are made regarding such requirements.	

BACKGROUND	City has a number of beer gardens/outdoor eating areas, the requirements for which are not uniform and it can reasonably be questioned as to whether or not they should be (downtown areas, areas abutting residential neighborhoods, quaint sidewalk venues/large concert venues). At a recent meeting, an amendment was made to the ordinance regarding the height of fences, but it became apparent in discussion that there was a willingness on the part of the Council to entertain further discussions on the topic.
SPECIAL NOTES	N/A
ANALYSIS	Administrative delay removes ambiguity regarding the issuance of special use permits for beer gardens and prevents a “rush” on property owners attempting to secure such special uses before new ordinances are in put into place.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A.
STAFF RECOMMENDATION	Staff recommends approval.
REFERENCE DOCUMENTS ATTACHED	N/A

RESOLUTION NO. _____
A RESOLUTION DIRECTING THE CITY MANAGER AND ALL
CITY EMPLOYEES SUBORDINATE THERETO TO STAY ADMINISTRATION
OF SECTION 155.117 OF THE KEWANEE MUNICIPAL CODE

WHEREAS, the City Council of the City of Kewanee wishes to improve the beer garden/outdoor eating area section for the City of Kewanee codified as section 155.117.

WHEREAS, the City Council of the City of Kewanee has the authority and responsibility to amend its sections as needed, and

WHEREAS, the City Council of the City of Kewanee is re-examining its beer garden/outdoor eating area section to determine if they best meet the current and future goals of the city, and

WHEREAS, until such time as the section is amended, it is in the best interest of the City of Kewanee to delay and stay administrative action pursuant to said section.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF KEWANEE, HENRY COUNTY, ILLINOIS, that:

Section 1. The City Manager and all city employees subordinate thereto are directed to immediately stay and delay administration of any requests brought pursuant to the beer garden/outdoor eating area section as codified as Section 155.117 of the City Code of the City of Kewanee.

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

Section 3. This resolution shall expire on Tuesday, November 28, 2017 unless extended by further resolution of the City of Kewanee or earlier dissolved by action of the council.

ADOPTED by the Council of the City of Kewanee, Illinois this 28th day of August 2017.

ATTEST:

Melinda K. 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				



**AMERICAN RED CROSS
SOUND THE ALARM. SAVE A LIFE.**

A Proclamation

Every day across the country, seven people die in a home fire and another 36 people suffer injuries. The American Red Cross wants to end these tragedies and save lives. This fall, the American Red Cross and 35,000 volunteers across the country will *Sound the Alarm* by installing 100,000 free smoke alarms in high-risk communities in more than 100 major cities.

Sound the Alarm events will be held all over the United States between September 23 and October 15, culminating in the Red Cross' installation of the one-millionth free smoke alarm since its Home Fire Campaign launched in 2014. *Sound the Alarm* is part of the ongoing Red Cross Home Fire Campaign, already credited with saving 258 lives across the country

Here in Kewanee and our surrounding Region, the American Red Cross Serving the Quad Cities and West Central Illinois and 200 volunteers will help save lives at the *Sound the Alarm* home fire safety and smoke alarm installation event on Saturday, October 14, 2017 from 9:00 a.m. to 2:00 p.m. fulfilling appointments to install free smoke alarms, replace batteries in existing alarms, and help families create escape plans.

NOW, THEREFORE, I, Steve Looney, Mayor of Kewanee, by virtue of the authority vested in me, do hereby proclaim October 14, 2017 as the day to *Sound the Alarm* and help educate and protect the residents of our community against home fires. I encourage everyone to support the American Red Cross and join in this lifesaving effort.

Passed and adopted this 28th day of August 2017 by City of Kewanee.

Signature of Chief Elected Official

Attest: _____
Signature



Smoke Alarms Save Lives!

More lives are lost every year to home fires than to all major disasters.

We will be installing free smoke alarms in the Kewanee area on Saturday, October 14.

If you need free smoke alarms installed, contact us today at SoundtheAlarm.org/centralsouthernillinois or 309-743-2166 and press 9.



COUNCIL MEETING 14-15 AUGUST 11, 2014

The City Council met in the Council Chambers, 401 East Third Street, Kewanee, Illinois, at 7:00 PM with the Mayor calling the meeting to order and the following answering to roll call:

Duane Gillespie	Council Member
Mike Yaklich	Council Member
Andrew Koehler	Council Member
Kellie Wallace-McKenna	Council Member
Bruce Tossell	Mayor

News media present were as follows:

Mike Berry	Star Courier
Bob McKee	WKEI

The Pledge of Allegiance was said.

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

The minutes from Council Meeting #14-14 on July 28, 2014, were approved on a motion made by Council Member Yaklich and seconded by Council Member Gillespie. Roll call showed 5 ayes, no nays. The motion passed.

Payroll for the period ending July 26, 2014 of \$185,502.99 was approved on a motion made by Council Member Wallace-McKenna and seconded by Council Member Gillespie. Roll call showed 5 ayes, no nays. The motion passed.

Bills submitted for approval totaling \$382,109.11 were approved on a motion made by Council Member Yaklich and seconded by Council Member Gillespie. Council Member Koehler questioned the payments to Jacob & Klein and The Economic Development Group. City Manager Spear explained that the payment was a quarter of the annual administrative fee approved by the Council. The annual administrative fees included payment for completing the annual TIF reports, as well as answering general questions and some negotiating. Roll call showed 5 ayes, no nays. The motion passed.

Department Head reports submitted for approval and filing from the Police Department, Code Enforcement, ESDA, Fire Department, and Public Works were approved on a motion made by Council Member Wallace-McKenna and seconded by Council Member Gillespie. Roll call showed 5 ayes, no nays. The motion passed.

CITIZEN PARTICIPATION

Mayor Tossell asked if anyone wished to speak. There being no such requests, Mayor Tossell moved on to new business.

NEW BUSINESS

A discussion regarding the proposed amendments to the Animal Regulations was opened on a motion made by Council Member Wallace-McKenna and seconded by Council Member Yaklich. The proposed amendments were the recommendations of the recently convened Dog Committee led by Council Member Yaklich. The suggestions of the committee included registration of dogs, reinforcing that voice control is a privilege, reinforcing that collars and tags were to be worn by animals with the rabies tag displayed, a potential change in the handling of dangerous and vicious dogs to allow the Chief of Police or his designee to conduct dangerous dog hearings and an increase in the fine structure, with the concept of fines being used to change the behavior of the pet owners. City Attorney Blachinsky explained the difference in the judicial system and an adjudication system. He further explained that owners of animals running at large were currently able to come in and pay a fine without appearing in court for the first and second offenses. If the animal was aggressive the officer had the discretion to mark the citation as must appear. Council Member Yaklich commented on the need to educate the public. Council Member Wallace-McKenna suggested creating a double sided flyer to hand out when an animal was redeemed at the pound and when an animal was adopted at the Humane Society. She also suggested a flyer educating the public about the rebate available for microchip and altering an animal previously redeemed for running at large. Mayor Tossell returned the discussion to the first item, fines. City Manager Spear relayed that the current ordinances included a higher fine structure for excrement in your yard, than for dogs running at large. Kate Barton, who served on the committee, relayed that the Code Enforcement officer had explained that when a person received a ticket for their dog running at large, the person had earned the ticket, having been given warnings previously or the dog was aggressive. The fee structure was suggested due to the fact that the pet owner was not fined for the first or second offense, and would give the Code Enforcement Officer more backing. Council Member Yaklich also noted that many of the ordinances are enforced in a complaint driven manner, adding that it is the responsibility of the community to assist in the policing of the community, to call and make the complaint, and follow-up with signing the complaint. Mayor Tossell then moved the discussion to electric fences, noting that the sign requirement could be fulfilled with the signs that come with the fence or are available at Farm King. The recommendations would assist with enforcement as well as helping people who may walk by. A final comment was made on the discussion of registration with Mayor Tossell noting that the registration process could be a daily thing. City Manager Spear confirmed that the city was checking with Henry County regarding the rabies database as a tool to facilitate the licensing process. Mayor Tossell methodically went through each of the items for final comments. There was further discussion regarding the enforcement of the dangerous and vicious dogs section of the City Code, with City Attorney noting that the current procedures had been used successfully when warranted and that a judicial order declaring the dog vicious protects the city from any potential liability. In addition to the recommendations of the committee there was also discussion, at the request of Council Member Wallace-McKenna, regarding amending the City Code to allow humane euthanasia of animals that resided with a

hoarder and cannot be rehabilitated. This would be an alternative to placing the animals in the pound, waiting the appropriate number of days and then euthanizing. The discussion included consulting a veterinarian exercising his opinion of the most humane treatment of the animal. Council Member Yaklich also noted that there was not a recommendation as to the number of animals allowed per house. City Attorney Blachinsky and City Manager Spear confirmed that there is currently a limit per the zoning code to four animals per lot. City Manager Spear would draft an ordinance for consideration at the next regularly scheduled Council Meeting.

Ordinance #3770 authorizing the placement of STOP signs on Second Street at the intersection of Second Street and Lexington Avenue and at the intersection of Second Street and Park Street, and on Commercial Street at the intersection of Commercial Street and Park Street by amending Schedule I, Stop Intersections of Chapter 77 Traffic Schedules of Title VII Traffic Code of the Kewanee City Code was approved on a motion made by Council Member Wallace-McKenna and seconded by Council Member Gillespie. City Manager Spear explained that with the redevelopment of the business community in the area and all of the on-street parking, that Chief Disson had reviewed the area and made the recommendation to place STOP signs at the suggested intersections. Roll call showed 5 ayes, no nays. The motion passed.

Ordinance #3771 amending Sub-Section 50.10-(E)-(4) of Chapter 50 Solid Waste Management, of Title V Public Works of the City Code to prohibit the deposit of concrete, masonry, bricks and similar materials from the Kewanee solid Waste Transfer Station was approved on a motion made by Council Member Wallace-McKenna and seconded by Council Member Yaklich. Mayor Tossell noted that the change was due to these types of items damaging the trailers owned by Knox County, which would eventually lead to extra costs for the users of the transfer station. City Manager Spear reported that Knox County would accept clean masonry without tipping fees with the entity needing to drive the debris to Wataga. The other option would be to find a local farm that needed to fill a ravine. Roll call showed 5 ayes, no nays. The motion passed.

Ordinance #3772 authorizing an amendment to the existing Mutual Aid Box Alarm System to allow reimbursement for certain eligible expenses to be in compliance with FEMA Recovery Policy (RP9523.6) was approved on a motion made by Council Member Wallace-McKenna and seconded by Council Member Gillespie. City Manager Spear explained the amendment was requested by MABAS and would ensure ability to have reimbursement if something really bad happened. Roll call showed 5 ayes, no nays. The motion passed.

Resolution #4891 for City of Kewanee Proposed Kewanee Downtown TIF VI Redevelopment Project intended to induce the owners of Hype, Inc d/b/a Cerno's Bar & Grill to proceed with their project proposed to be included in the Kewanee Downtown Tax Increment Financing (TIF) District VI in the vicinity of 213 to 225 W. Third Street was approved on a motion made by Council Member Wallace-McKenna and seconded by Council Member Gillespie. Mayor Tossell emphasized that this was not the city giving businesses tax dollars, but that the business would improve the property causing an increase in property tax, which would increase revenue to the City, at which time some portion of the increased property tax would be rebated back to the business. Council Member Koehler noted that he was in favor of the Enterprise Zone, but did not agree with the 23 year time frame of a TIF district. Council Member Yaklich that this Resolution was only confirming that if and when the Downtown TIF was approved that the expenses would be TIF eligible. Roll call showed 4 ayes, 1 nay, with Council Member Koehler casting the dissenting vote.

Resolution #4892 authorizing execution of easement documents needed for the relocation of the existing municipal sanitary sewer located in the 100 block of E. Fifth Street and the 500 block of N. Burr Street as part of the Ameren Illinois Electric Substation Construction and Remediation Project was approved on a motion made by Council Member Koehler and seconded by Council Member Yaklich. City Manager Spear reminded Council of the current remediation project in the area being performed by Ameren Illinois. He continued to explain that the sanitary sewer main in question serves only the north water treatment plant and how the main would be relocated. Ameren Illinois had obtained all of the easements from the private property owners, with the relocation happening in setback areas of the properties so future development would not be affected. The Resolution gave the Mayor and City Clerk the authorization to execute the documents. Roll call showed 5 ayes, no nays. The motion passed.

Resolution #4893 authorizing an agreement with Farnsworth Group of Peoria for construction engineering and administrative oversight on the Madison Avenue Sanitary Sewer Replacement Project on a motion made by Council Member Wallace-McKenna and seconded by Council Member Gillespie. [Tape ended] City Manager Spear explained that engineering oversight was a required component of the project. The contractor anticipated starting the first week in September. Roll call showed 5 ayes, no nays. The motion passed.

Resolution #4894 repealing Resolution #4888, adopted July 14, 2014, and authorizing an amendment to the agreement with Illinois Power Marketing d/b/a Homefield Energy to retain all current aggregation group members and reduce the energy cost was approved on a motion made by Council Member Gillespie and seconded by Council Member Wallace-McKenna. City Manager Spear reviewed the intent of Resolution #4888 was to move all residential customers back to Ameren Illinois for a lower rate. Homefield had not yet made the change and could offer a lower rate that would save the citizens a little over 2%, with the rates being locked in through June of 2015. Roll call showed 5 ayes, no nays. The motion passed.

OTHER BUSINESS

Council Member Gillespie relayed information from Cassandra Small of the Senior Citizen's Center, noting that they had completed their move to South Street, with the resale shopping remaining open on West Second Street until the building was sold. They are open 8am to 3:30 pm, serving a meal each day promptly at noon. This was the beginning of their 40th year of service. They would hold an open house on September 20, 2014 in their new location. They would also be offering a class "How to Live with Chronic Disease" on Thursdays beginning September 4, at 10am, lasting six weeks.

Council Member Koehler noted that the United Way office would also be relocating to the South Street center. He also urged citizens to be cognizant of the back to school season and watch for children crossing the streets.

Council Member Yaklich thanked the members of the Dog Committee for their time and considerations, as well as the Council for their considerations of the recommendations from the committee.

Council Member Wallace-McKenna also thanked the members of the Dog Committee. She also noted the “Kewanee is Happy” video available on YouTube.

Mayor Tossell made a final comment on the benefits of a TIF district, noting the increase in jobs, sales tax, and income as a result of improvements made in a TIF district.

ANNOUNCEMENTS

Mayor Tossell announced the transfer Station would be open for the final Saturday this year on August 23rd 7:00 AM to 12:00 Noon. He also announced a special Council Meeting would be held on Monday, August 18, at 5:00 PM for the purpose of reviewing bids and awarding the Non-Home Rule and Motor Fuel Tax General Maintenance Road Programs.

There being no further business, Council Member Yaklich moved to adjourn the meeting and Council Member Gillespie seconded the motion. Roll call showed 5 ayes, no nays. The meeting adjourned at 8:40 PM.

MELINDA EDWARDS, CITY CLERK

DATE APPROVED