



**AGENDA FOR
CITY COUNCIL MEETING**

Council Chambers

401 E Third Street

Kewanee, Illinois 61443

Closed Session starting at 6:00 p.m.

Open Meeting starting at 7:00 p.m.

Monday, September 12, 2016

Posted by 5:00 p.m., September 9, 2016

1. Call to Order
2. Closed Session pursuant to Section 2(c)(1) of the Open Meetings Act to discuss personnel and Section 2(c)(11) to discuss Pending Litigation.
3. Pledge of Allegiance
4. Consent Agenda
 - a. Approval of Minutes
 - b. Payroll
 - c. Staff Reports – Police Department, Community Development, ESDA, Public Works
 - d. Request from Kewanee High School for the use of the City streets for their Homecoming Parade on October 7th.
 - e. Request from Kewanee High School for blocking a section of Third Street during their Homecoming Bonfire on October 6th.
 - f. Request from Wethersfield High School for the use of City streets for their Homecoming Parade on October 7th.
 - g. Request from Good Fellow's to conduct tag days on Friday & Saturday, October 21 & 22, 2016.
5. Presentation of Bills and Claims
6. Citizen Participation
7. Business:
 - a. **Consideration of a Resolution** releasing certain liens filed by the City of Kewanee against property sold by Henry County to registered tax buyers.
 - b. **Consideration of a Resolution** authorizing the Mayor to execute Tax Increment Financing Redevelopment Agreements with Johnson Theaters, Inc for their "Wanee Theater Renovation Project".
 - c. **Consideration of Resolution** to authorize the City Manager to execute a Public Service Agreement with Kewanee Chamber of Commerce for Economic Development Services.
 - d. **Consideration of an Ordinance** amending Chapter 37 Finance and Revenue, Title III Administration, of the Kewanee City Code regarding Economic Development Incentive Policies.
 - e. **Consideration of Resolution** to establish Economic and Community Development Incentive Guidelines.
 - f. **Consideration of an Ordinance** amending the City of Kewanee Administrative Code in regards to the Travel Policy for City employees and officials.
 - g. **Consideration of an Ordinance** amending Chapter 95.02(S) of the City Code which establishes standards for declaring weeds and tall grass a nuisance, in regards to right-of-way maintenance.
 - h. **Consideration of a Resolution** authorizing the Mayor to execute an agreement with Henry County and Economic Development Resources, LLC for economic development consulting services.
8. Council Communications:
9. Announcements:
10. Adjournment

I l l i n o i s**MEMORANDUM**

Date: September 9, 2016
From: Gary Bradley, City Manager
To: Mayor & Council
RE: Council Meeting of **Monday, September 12, 2016**

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

1. **Hog Days** – The city's premier event went off without a hitch. According to fire and police Chiefs, there were no major incidents associated with the event.
2. **Park District** – As you know the city has been working with the park district and other entities to identify areas for potential partnership. With regard to the park district they've been discussing the potential shift and maintenance responsibilities of the four park properties owned and operated by the city. We continue to explore those opportunities, but they were placed on the back burner during the busy season of operations. Once Francis Park, in particular, is closed for the season, we will resume those discussions to ensure that any transition that takes place is well-defined prior to the opening next season. They also worked with us on the removal of trees at West Park in advance of the festival.

The park district has asked for consideration in waving a portion of sewer fees associated with the operation of the swimming pool. This is not uncommon, in large part due to the fact that a lot of the water consumed at the pool is actually lost to evaporation. The amount of revenue that would be lost by the city for making such a change is relatively minor, but could go a long way toward showing a good-faith effort in our negotiations and discussions regarding other facilities.

Unless there are objections comma I will prepare and ordinance amending the City's fee structure to waive such fees with regard to the park district pool facility for your consideration at the next meeting.

3. **Henry County PSAPs** – The police chief and I met with representatives of Henry County, the City of Geneseo, the Sheriff's Department and Henry County 9-1-1 to discuss future changes in public safety access point (psap) that have been mandated by the state.
4. **Marketing** – As you may recall, the city hired Arnett Muldrow in 2011 to develop branding for the community and marketing materials for subsequent use. Ultimately, most of the effort was wasted as little was done with the resulting information. I believe

much of that is related to resistance to the tagline that was developed which would have become the phrase by which the city was known “we've thought of everything”. Personally, I believe the phrase contains a high amount of hubris, and can also be interpreted to mean that we are out of new ideas, which certainly isn't the message we would like to send.

Earlier this week, I dusted off some of the materials; and started kicking around some concepts for use on the billboard on I-80. The city clerk and I brainstormed about the deficiencies with the existing tagline or motto, and generating new ideas and concepts that try to get across what the marketing firm was trying to say with “we've thought of everything”, but in a better way. We arrived at a concept that we believe achieves this purposes; “Everything you need”. In recruiting businesses, we think the tagline was meant to convey that we had thought of everything they need, implying that we have a trained and skilled workforce, education and higher education, healthcare, parks, infrastructure and other quality of life assets. The new tagline simply states that we have those things that they are looking for: what every business needs, we have; what every resident needs, we have; what every shopper needs, we have.

I think making use of the new tagline or motto without having to go through the branding process again will allow us to use the previously developed marketing information and some of the materials without having to reinvent the wheel or incur additional cost. Barring objections, I intend to meet with the directors of the Chamber of Commerce and KEDC to propose this amended approach which is better than the do nothing approach currently in place.

5. **Fire Department** – I have been approached by the city of Neponset with a request that we consider providing Emergency Medical Services to their community instead of the existing relationship they have with the Sheffield Buda Ambulance District.
6. **Banking Services** – Staff has issued a Request for Proposals (RFP) for banking services in accordance with the best practices of the Government Finance Officers Association (GFOA). The proposals are due back by September 30, with a recommendation to Council anticipated at an October Council Meeting.
7. **Engineering Services** – Staff has issued a Request for Qualifications (RFQ) for on-call Engineering Services to help with the design and installation of infrastructure improvements and a completion of the city's Capital Improvement Plan if needed. The proposals are due back by October 7, with a recommendation to Council anticipated at an October Council Meeting.
8. **Audit** – Staff had a conference call with the auditors to go through some proposed changes to our financial reporting and wrap up the final details. They expect to get the completed audit to us to allow consideration of approval of the audit at the next Council meeting.

Kewanee E.S.D.A.

Severe Weather Spotters Network

Keith Edwards, ESDA Director

kedwards@cityofkewanee.net

401 East Third Street, Kewanee, Illinois 61443

Telephone (309)853-1911 Extension 267

Fax (309)852-0948

August 31, 2016

To: Gary Bradley, City Manager

Cc: Chief Dison, Fire Chief Shook

From: Keith Edwards, KPD CSO/ESDA Director

Subject: August ESDA Report

August 2: Siren Tests. Dwight & Emmons St siren failed. Siren ground tests all ok. Contacted Lyle at Supreme Radio. He is planning on being in Kewanee during the next testing day on September 6 to investigate.

August 4: Severe Weather Threat. No activation required.

THE NATIONAL WEATHER SERVICE HAS ISSUED SEVERE THUNDERSTORM WATCH
434 IN EFFECT UNTIL 2 AM CDT FRIDAY FOR THE FOLLOWING AREAS
IN ILLINOIS THIS WATCH INCLUDES 6 COUNTIES
IN NORTH CENTRAL ILLINOIS
BUREAU PUTNAM
IN NORTHWEST ILLINOIS
HENRY IL MERCER
IN WEST CENTRAL ILLINOIS
HENDERSON WARREN
IN IOWA THIS WATCH INCLUDES 2 COUNTIES
IN SOUTHEAST IOWA
DES MOINES LOUISA
THIS INCLUDES THE CITIES OF, ALEDO, BURLINGTON, GENESEO,
HENNEPIN, MONMOUTH, OQUAWKA, PRINCETON AND WAPELLO.

August 16: Henry County Health Department Community Partners Meeting 10a.m. to noon.
Speakers included, Donna Dubberke from the National Weather Service and Mat Schneppe from Henry County.

Kewanee Police Department Code Enforcement																				
Nuisance Tracking Trash/Junk/Litter/Inoperable&Abandoned Vehicles																				
Incident Number		Officer #						Suffix (St, Ave, Blvd)		Date of 7-day Notice						Subject has case file in CSO office	Pictures on file	Additional Follow-up Needed		
Yr	Number	#	Last Name	First Name	Mid Init	House #	.N S E W.	Street Name	Phone #	Mo	Day	Yr	Offense/ Nuisance	7-Day Follow-up Result	Date of NTA	NTA Result	Yes / No	Yes / No	Yes / No	
		7460	Moats	Carole		805	N	Vine St		8	1	16	This is a follow-up to a nuisance ordinance filed back in June for trash and misc junk and an offensive odor coming from the porch and garage that was full of garbage.	We received a court order to abate the nuisance. House is abandoned and the only owner is in a nursing home and unable to perform the work needed. On 8/1 city crews carried out the odor and hauled away all of the garbage and cut the grass and weeds.	N/A	N/A	Yes	Yes	Yes	
		7460	Burmeister	Barbara		144		Tenney St		8	1	16	Trash, tall weeds, nonconforming portable sign, general clean-up issues. Contacted the owner (Burmeister) on the phone. She stated she would contact her tenants.	8/8 Progress made. Sign moved out of view. Most of the weeds cut.					Yes	
													Large pile of boxes and trash by the garage. Strong odor of trash that can be detected from the city sidewalk. Unlicensed/inoperable Dodge Durango in driveway IL Z287160 exp. Weeds on East side of garage. Other small misc trash/litter throughout the yard.							
16	013590	7461	Posted			426	E	Ninth St		8	2	16		8/9 Complete.	N/A	N/A	No	No	No	
		7460				716	S	Vine St		8	3	16	On going issue with weeds and general cleanup at this address.	Received an email from National Field Network who is in control of the property. Called them on 8/3 advising that whoever is performing the lawn care is not taking care of the back yard. They are going to have a different contractor go take care of it. I advised they can have the contractor contact me for an inspection when they are done.	N/A	N/A	No	No	Yes	
		7460	Stout	Joseph		716		Pleasant St		8	3	16	Follow-up to a complaint concerning a small garage in very poor condition.	Owner applied for a demo permit. 8/3 an inspection of the property showed that the garage has been demolished and all debris removed from the property.	N/A	N/A	No	No	No	
16	013688	7462				511		Willow St		8	3	16	Complaint of a large pile of garbage by the curb that is not properly bagged. Also no water account for this address, so it will not be collected.	Cleaned-up that same day.	N/A	N/A	No	No	No	
16	013689	7462	Posted			225	S	Vine St		8	3	16	Large pile of cardboard behind the house.	8/10 Complete.	N/A	N/A	No	No	No	

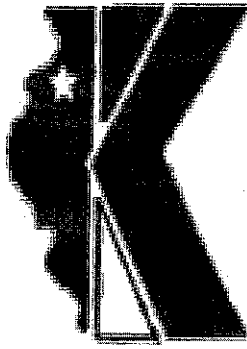
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Yr	Number		Last Name	First Name	Mid Init	House #	.N S E W.	Street Name	Phone #	Mo	Day	Yr	Offense/ Nuisance	7-Day Follow-up Result	Date of NTA	NTA Result	Yes / No	Yes / No	Yes / No	
		7460	Hagerman	Larry		1130		Western	Ave		8	4	16	Unlicensed/inoperable: Ford Explorer IL S297609 exp 7/14, Saab 900SE IL S383707 exp 6/14. Tall weeds, brush, overgrown landscaping.	Follow up on an older notice. Title search returned from City Attorney. Letter and notice mailed to parties of interest. New notice written and posted on the property. 8/16 No change, no contact. Spoke with C.A. office to find out how they want to proceed. Waiting for call back. 8/19 Made contact with Hagerman. Explorer licensed. Agreed to give 2 weeks for additional progress. 9/1 Cleaned-up.	N/A	N/A	No	No	No
		7460	Kiefer	Robert		1015		Rose	St		8	4	16	Discarded/dismantled pool in driveway, mattress on front porch. Tall weeds, other misc litter and debris.	Follow up on an older notice. Title search returned from City Attorney. Letter and notice mailed to parties of interest. New notice written and posted on the property. 8/9 Spoke with Kiefer on the phone. Checked his account to see if free dump coupon had been used, it has not. We gave him a replacement coupon. 8/16 Cleaned-up.	N/A	N/A	No	No	No
		7460	Surratt	Johnny		1119		Rose	St		8	4	16	Misc landscape waste (branches & weeds) throughout entire property. Pile of wood scraps and brick by West side of house. Entire property in need of clean-up efforts, broken discarded furniture in yard, other misc litter and debris.	Follow up on an older notice. Title search returned from City Attorney. Letter and notice mailed to parties of interest. New notice written and posted on the property. 8/8 Ottis Surratt came to City Hall. Advised he sold the property but title was never transferred. 8/9 Spoke to Belinda Surratt on the phone 813-345-6558. 8/16 No change. 8/19 The Surratts have agreed to deed the property to the City. Waiting for them to sign at the City Attorney's Office.					Yes
		7460	Posted			209	S	Vine	St		8	4	16	Construction of an accessory building without approved building permit and required inspections. Building partially framed. Notice posted advising to cease building activities until a building permit is applied for and approved.	8/10 Property owner picked up a building permit application at City Hall.					Yes

Kewanee Police Department Code Enforcement																				
Nuisance Tracking Trash/Junk/Litter/Inoperable&Abandoned Vehicles																				
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											Mo	Day	Yr							
16	013731	7461	Posted			508		Odea	St		8	4	16	Misc trash and toys along roadway.	8/5 Complete.	N/A	N/A	No	No	No
16	013733	7461	Posted			821	W	Fifth	St		8	4	16	Numerous bags of garbage and furniture by the roadway.	8/5 Complete.	N/A	N/A	No	No	No
16	013747	7461	Posted			830		Rollins	St		8	4	16	Numerous 5 gallon water jugs and bags of garbage by the roadway.	8/9 No progress, made contact with a subject that said they would clean it up. 8/11 Complete.	N/A	N/A	No	No	No
		7460	Mailed			400	S	Vine	St		8	4	16	Vehicles parked on the City Right Of Way on a regular basis.	Letter mailed to the resident advising of the City Code & inviting them to call me if they have any questions.	N/A	N/A	No	No	Yes
		7460	Lane	Nick		828		Beach	St		8	8	16	Entire property in need of clean-up efforts. Numerous trash and junk items all over front, side and back yards as well as the front porch area.	8/16 Minimal progress. Made contact by phone. Advised that I need to see more significant progress in the driveway and front porch by 8/23. 8/23 Improvement on the driveway side. 8/25 Met with Lane at this address and advised what needs to be done next.					Yes
16	014021	7461	McClure	Trish		416	E	Mill	St		8	9	16	Long grass and weeds, Unlicensed/inoperable Toyota Corolla IL R563001 exp 10/15, discarded wood cabinet.	8/16 No answer at the door. 8/16 Yard mowed. 8/25 No answer at the door. 8/30 Car still needs current tag. 9/1 Complete.	N/A	N/A	No	No	No
16	014022	7461	Santana	Jose		229	E	Mill	St		8	9	16	Misc trash throughout the property, entire yard in need of clean-up efforts. Unlicensed/inoperable motorhome IL 348675RV exp 12/07.	8/16 Progress in yard, much of the trash picked-up. 8/23 Progress made. 8/30 Complete.	N/A	N/A	No	No	No
16	014046	7461	Posted			1109		Madison	Ave		8	9	16	Tall weeds around perimeter of house, Unlicensed/inoperable Mercury Cougar and Chevy pickup in driveway.	8/16 Weeds cut, Vehicles moved to driveway. 8/23 Complete.	N/A	N/A	No	No	No
		7460	Swearingen	Matthew		817		Pine	St		8	9	16	Garbage, weeds and other misc litter and debris behind house.	Follow up on an older notice. Title search returned from City Attorney. Letter and notice mailed to parties of interest. New notice written and posted on the property. 8/15 One letter returned to sender. Moved. No forwarding address. 8/25 Meeting with Gary. City will draw up an order for emergency abatement. 9/1 Public Works picked up the trash.					Yes
		7460	Mitchell	Charlotte		920	N	East	St		8	9	16	DANGEROUS BUILDING.	Process started.			Yes	Yes	Yes

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										Mo	Day	Yr								
		7460	Moats	Harold		700	W	Fourth	St		8	10	16	DANGEROUS BUILDING.	Process started.			Yes	Yes	Yes
		7460	Kaiser	Mark		715		Willow	St		8	10	16	DANGEROUS BUILDING.	Process started.			Yes	Yes	Yes
		7460	Ince	Donald		900		Pleasantview	Ave		8	10	16	Large pile of concrete, rubble, rock, dirt, etc.... With tall weeds along the East side of the building.	8/10 Made contact with the property owner. He is going to apply for a Demolition Permit and tear the building down. Plans to use the rock and dirt as fill material.					Yes
16	014212	7461	Posted			1007		Railroad	Ave		8	12	16	Bags of trash behind the house, dismantled patio furniture, misc car parts and clothes on patio table, vacuum cleaner, bags of cans along East side of house, large pile of clothes and trash on front porch, tall weeds and trash along West side of house.	8/18 Minor progress. No contact. 8/25 Made contact with property owner. Renters moved out. Asked him to get it cleaned up before Hog Days. 8/30 Progress made. 9/1 Cleaned-up.	N/A	N/A	No	No	No
16	014251	7461	Posted			716	W	Third	St		8	12	16	Accumulation of trash and other misc junk by the East side of the house. Mattress and bed frame leaning against house.	8/18 Complete.	N/A	N/A	No	No	No
		7460	Schwigen	Wendy		614	S	West	St		8	15	16	DANGEROUS BUILDING.	Process started.			Yes	Yes	Yes
16	014473	7461	Posted			800	N	Walnut	St		8	16	16	Discarded furniture by the roadway, pile of misc trash and toys, long weeds around perimeter of house.	8/23 Complete.	N/A	N/A	No	No	No
16	014478	7461	Posted			420	N	Grace	Ave		8	16	16	Numerous open bags of trash in yard, large pile of aluminum cans, tall weeds throughout property.	8/23 Minor progress. No contact. 8/25 Made contact with the resident. Advised. 8/30 Cans gone, still small amount of trash. 9/8 Complete.	N/A	N/A	No	No	No
		7460				210	N	Vine	St		8	16	16	Subject blowing a large amount of grass into the roadway.	Advised of the City Ordinance and asked him to blow the grass off of the street.	N/A	N/A	No	No	No
16	014592	7462				411	S	Tremont	St		8	17	16	Subject blowing a large amount of grass into the roadway.	Advised of the City Ordinance and asked him to blow the grass off of the street.	N/A	N/A	No	No	No
16	014593	7462	Posted			513	W	Fifth	St		8	17	16	Unlicensed/inoperable: Buick. IL E249012 exp.	8/24 Complete.	N/A	N/A	No	No	No
16	014633	7461				523	E	Third	St		8	18	16	Subject blowing a large amount of grass into the roadway.	Advised of the City Ordinance and asked him to blow the grass off of the street.	N/A	N/A	No	No	No
16	014641	7461				200	E	Third	St		8	18	16	Subject blowing a large amount of grass into the roadway.	Advised of the City Ordinance and asked him to blow the grass off of the street.	N/A	N/A	No	No	No

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											Mo	Day	Yr							
16	014648	7461	Posted			249		Dwight	St		8	18	16	Subject blowing a large amount of grass into the roadway.	No contract. Posted notice advising of the City Ordinance and to remove thhe grass from the street.	N/A	N/A	No	No	No
16	014649	7461	Posted			247	E	Church	St		8	18	16	Subject blowing a large amount of grass into the roadway.	No contract. Posted notice advising of the City Ordinance and to remove thhe grass from the street.	N/A	N/A	No	No	No
16	014653	7461				223	E	Oak	St		8	18	16	Subject blowing a large amount of grass into the roadway.	Advised of the City Ordinance and asked him to blow the grass off of the street.	N/A	N/A	No	No	No
		7460	Posted			800	N	Walnut	St		8	18	16	Armchair in front yard. Tall weeds around house.	8/25 Chair is gone. Turned property in for a weed mowing notice.	N/A	N/A	No	No	Yes
		7460	Posted			113	S	Grove	St		8	18	16	Large amount of grass blown into the roadway.	No contract. Posted notice advising of the City Ordinance and to remove thhe grass from the street. 8/19 Cleaned-up.	N/A	N/A	No	No	No
		7460	Summy	Jade		1319	W	Prospect	St		8	18	16	Discarded / junk furniture, landscape waste and brush, chair, tire, other misc litter. Tall weeds.	8/25 No change, no answer at the door. Contacted property owner to try to get some assistance with getting the tenant to comply.					Yes
		7460				511	S	Grove	St		8	19	16	Large amount of grass blown into the roadway.	Made contact with the land owner who is physically unable to clean it up. She said she would try to contact her maintenance man to clean it up and to not blow the grass into the roadway in the future.	N/A	N/A	No	No	No
		7460	Dearing	Andy		523	E	Third	St		8	19	16	Subject blowing a large amount of grass into the roadway.	Advised of the City Ordinance and asked him to blow the grass off of the street.	N/A	N/A	No	No	No
16	014730	7462	Posted			212	E	Second	St		8	16	16	Trash bags on city right of way after collection day.	8/18 Complete.	N/A	N/A	No	No	No
16	014934	7462				302	N	East	St		8	22	16	Subject blowing a large amount of grass into the roadway.	Advised of the City Ordinance and asked him to blow the grass off of the street.	N/A	N/A	No	No	No
16	014943	7462				823	E	Third	St		8	22	16	Subject blowing a large amount of grass into the roadway.	Advised of the City Ordinance and asked him to blow the grass off of the street.	N/A	N/A	No	No	No

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										Mo	Day	Yr					Yes / No	Yes / No		
		7460	DeWolfe	Betty		234	S Cottage	St		8	23	16	Complaint of a roach infestation at this property. Property is a rental that is currently empty. Roaches observed inside and outside and are migrating to neighboring properties.	8/25 Contact made with property owner. Pest Doctor is scheduled to treat the house. 8/26 Met with the Pest Doctor and inspected the property. The infestation is Severe and is being treating every week. Will follow up with him again in one week.					Yes	Yes
16	015014	7461	Posted		210	S	Park	St		8	23	16	Unlicensed/inoperable Eclipse in yard. Weeds along garage.	8/30 Complete.	N/A	N/A	No	No	No	No
16	015108	7462	Posted		726		Harbour	St		8	24	16	Two Unlicensed/inoperable Pick-up trucks IA 2884GK and IA 6995.	8/29 Granted an extension until 9/12.						Yes
16	015107	7462	Posted		712		Harbour	St		8	24	16	Unlicensed/inoperable Chevy Pick-up. Pile of ladders and scaffolding.							
16	015193	7461			700		George	St		8	25	16	Subject blowing a large amount of grass into the roadway.	Advised of the City Ordinance and asked him to blow the grass off of the street.	N/A	N/A	No	No	No	No
16	015183	7461	Posted		416	N	Grace	Ave		8	25	16	Fish tank and electronics by the roadway. Other misc trash along South and East side of house. Appliance and tire in yard.							
		7460	Frantzen	James	924	N	East	St		8	26	16	DANGEROUS BUILDING.	Process started.			Yes	Yes	Yes	Yes
		7460	Spets	Sophia	629		Odea	St		8	26	16	DANGEROUS BUILDING.	Process started.			Yes	Yes	Yes	Yes
16	015234	7461	Ares	Deena	102		Houle	Ave		8	26	16	Tall weeds and other vegetation along fence partially blocking the City sidewalk.							
16	015313	7461	Smith	Kim	318	E	Prospect	St		8	27	16	Trailer full of trash and debris. Front porch area in need of clean-up efforts.	9/9 Complete.	N/A	N/A	No	No	No	No
16	015434	7462	Posted		414	E	Oak	St		8	29	16	Two recliners on the city right of way.	9/1 Cleaned-up.	N/A	N/A	No	No	No	No
16	015438	7462	Posted		339	W	Division	St		8	29	16	Recliner and discarded carpet on the city right of way.	9/1 Cleaned-up.	N/A	N/A	No	No	No	No
16	015500	7461	Austin	Michael	6		Southwind			8	30	16	Unlicensed/inoperable GMC truck in driveway. Large amount of trash and discarded furniture along East side of trailer. Sink on porch. Too much debris to itemize.	9/8 Progress made.						Yes
16	015503	7461	Summy	Shawn	322	N	East	St		8	30	16	Bags of garbage by North side of fence, Large stack of scrap on South side of fence. Tall weeds around house and fence.							



Kewanee PD

Monthly UCR Code Report August 2016

Printed: 06-Sep-2016 09:21

<u>Code</u>	<u>Description</u>	<u>Total</u>
0260	CRIMINAL SEXUAL ASSAULT:SEXUAL ASSAULT	1
0410	BATTERY:AGGRAVATED	2
0445	BATTERY:AGGRAVATED-HDS FIST FT.ETC.	1
0460	BATTERY:SIMPLE	5
0486	BATTERY:DOMESTIC BATTERY	4
0488	BATTERY:AGGRAVATED DOMESTIC BATTERY	1
0510	ASSAULT:AGGRAVATED	2
0625	BURGLARY:RESIDENTIAL (FORCIBLE ENTRY)	4
0630	BURGLARY:ATTEMPTS-FORCIBLE ENTRY	2
0810	THEFT:OVER \$300	5
0815	THEFT UNDER \$500	7
0820	THEFT:UNDER \$300	11
0825	THEFT OVER \$500	1
0841	THEFT:FINANCIAL IDENTITY-UNDER \$300	1
0860	THEFT:RETAIL THEFT	9
0910	MOTOR VEHICLE THEFTS:AUTOS AND PARTS	2
1110	DECEPTION:DECEPTIVE PRACTICES	2
1120	DECEPTION:FORGERY	4
1137	DECEPTION:IDENTITY THEFT	2
1150	DECEPTION:CREDIT CARDS	1
1190	DECEPTION:ATTEMPTS	1
1210	DECEPTION:THEFT OF LABOR SERVICE OR USE OF PROPER	1
1310	CRIMINAL DAMAGE TO PROPERTY	10
1320	CRIMINAL DAMAGE TO VEHICLE	4
1340	CRIMINAL DAMAGE TO GOVERNMENT SUPPORTED PROPERTY	2
1350	CRIMINAL TRESPASS TO STATE SUPPORTED LAND	3
1365	CRIMINAL TRESPASS TO RESIDENCE	3
143A	UNLAWFUL POSSESSION - HANDGUN	1
1563	SEX OFFENSES:CRIMINAL SEXUAL ABUSE	4
1570	SEX OFFENSES:PUBLIC INDECENCY	1

<u>Code</u>	<u>Description</u>	<u>Total</u>
1730	CURFEW VIOLATION	1
1740	RUN-AWAYS (JUVENILES)	8
1780	NEGLECT OF CHILD	1
1811	CANNABIS CONTROL ACT:POSS 30 GRAMS OR LESS	3
1910	CONTROLLED SUB ACT:POSS OF METHAMPHETAMINE	3
2000	CONTROLLED SUB.ACT:GENERAL	1
2020	CONTROLLED SUB.ACT:POSSESSION OF CONTROLLED SUB.	2
2170	DRUG PARAPHERNALIA ACT:POSSESS DRUG EQUIPMENT	2
2220	LIQUOR CONTROL ACT VIOL:ILLEGAL POSS. BY MINOR	1
2230	LIQUOR CONTROL ACT VIOL:ILLEGAL CONSUMP. BY MINOR	1
2430	TRANS. OF ALCOHOLIC LIQUOR	1
2440	RECKLESS DRIVING	2
2445	ACCIDENT - HIT AND RUN	1
2455	NO REGISTRATION	3
2461	OPERATE UNINSURED MOTOR VEHICLE	10
2470	NO DRIVERS LICENSE	3
2480	SUSPEND/REVOKED DRIVERS LICENSE	8
2485	DRIVER AND PASSENGER SAFETY BELTS	7
2825	DISORDERLY CONDUCT:HARASSMENT BY TELEPHONE	17
2890	DISORDERLY CONDUCT:OTHER(NOT DRUNKENNESS)	5
2900	DISORDERLY CONDUCT:AIR RIFLES	4
3000	DISORDERLY CONDUCT:FIREWORKS	3
3710	INTERFER W/PUB.OFFIC:RESIST/OBSTRUCT/DISARM OFFICR	1
4255	KIDNAPPING:UNLAWFUL VISITATION INTERFERENCE	1
4387	VIOLATION OF ORDER OF PROTECTION	8
4525	SEX OFFENDER - PROHIBITED ZONE	2
5081	IN-STATE WARRANT	19
6000	ABANDONED VEHICLE	4
6019	ACCIDENT - TICKET ISSUED	4
6020	ACCIDENT - TRAFFIC - DAMAGE ONLY	34
6021	ACCIDENT - HIT AND RUN - DAMAGE	6
6041	ACCIDENT - TRAFFIC - INJ UNK	5
6042	ACCIDENT - HIT AND RUN - INJURY	1
6050	ADMINISTRATIVE DUTIES - OTHER	3
6060	ALARM - BUSINESS	14
6065	ALARM - RESIDENCE	6
6070	ALARM - HOLDUP OR PANIC	3
6075	ALARM - VEHICLE - AUDIBLE	1
6100	AMBULANCE - EMERGENCY	147
6110	AMBULANCE - NON-EMERGENCY	4
6120	ANIMAL - BARKING DOG	8

<u>Code</u>	<u>Description</u>	<u>Total</u>
6130	ANIMAL - CITATION	3
6140	ANIMAL - DEAD	2
6150	ANIMAL - DOG AT LARGE	31
6151	ANIMAL - OTHER AT LARGE	12
6160	ANIMAL - DOG BITE	5
6170	ANIMAL - TAKEN TO IMPOUND	14
6171	ANIMAL - RELEASE/REDEMPTION RECEIPT	5
6180	ANIMAL - LOST/FOUND	20
6190	ANIMAL - NEGLECT/ABUSE	15
6210	ANIMAL - OTHER COMPLAINT	17
6220	ANIMAL - SICK/INJURED	8
6250	ANIMAL - EUTHANIZE	12
6280	ASSIST - BUSINESS	10
6290	ASSIST - CITIZEN	37
6300	ASSIST - COURT SECURITY	5
6310	ASSIST - GENESEO PD	1
6320	ASSIST - HCSO	4
6340	ASSIST - OTHER AGENCIES	2
6360	ASSIST - OTHER LAW ENFORCEMENT AGENCIES	4
6370	ASSIST - SCHOOLS	1
6380	ASSIST - STATE POLICE	1
6410	ATV/MINI BIKE COMPLAINT	7
6430	BICYCLE - REGISTRATION	1
6431	BICYCLE - FOUND BICYCLE	4
6490	CHECK BUSINESS	86
6500	CHECK OPEN DOOR	8
6510	CHECK RESIDENCE	5
6515	CHECK CITY PARK	2
6520	CHECK WELFARE	33
6540	CITY ORDINANCE VIOLATION - OTHER	14
6550	CIVIL DISTURBANCE	1
6555	CIVIL STAND BY	14
6560	CIVIL COMPLAINT - OTHER	34
6561	CIVIL COMPLAINT - CUSTODY VIOLATIONS	6
6565	COMMUNITY CONTACTS	2
6571	DAMAGE TO PROPERTY - NON CRIMINAL	2
6580	COURT / ON DUTY	6
6595	SEX OFFENSE:CRIMINAL SEXUAL ABUSE	1
6670	DISPERSE GROUP	1
6680	DISTURBANCE - CIVIL	2

<u>Code</u>	<u>Description</u>	<u>Total</u>
6690	DISTURBANCE - DOMESTIC	44
6700	DISTURBANCE - FIGHTS-RIOTS-BRAWLS	5
6705	DISTURBANCE - NEIGHBORHOOD TROUBLE	4
6710	DISTURBANCE - JUVENILE	2
6715	DISTURBANCE - OTHER	10
6720	ESCORT BANK	33
6730	ESCORT OTHER	6
6740	ESDA	1
6770	EXTRA PATROL	5
6790	FINGERPRINTING	31
6800	FIRE CALLS - OTHER	14
6803	FIRE CALLS - STRUCTURE	1
6805	FIRE CALLS - MABAS	1
6806	FIRE CALLS - CARBON MONOXIDE	3
6810	FOLLOW - UP	163
6821	HARASSMENT	36
6865	HOUSING AUTHORITY GUEST PASS	28
6880	ILLEGAL BURNING	22
6890	ILLEGAL DUMPING	1
6910	INTOXICATED PERSON	1
6940	JUVENILES - OTHER PROBLEMS	19
6990	LIVESTOCK	2
6995	LOITERING	1
7000	LOST/FOUND ARTICLES	13
7010	LOUD NOISE	21
7030	MEETING	2
7040	MENTAL PATIENT	20
7050	MENTAL CASE - ATTEMPTED SUICIDE / THREAT	2
7080	MISCHIEVOUS CONDUCT	2
7090	MISSING PERSON - ADULT	2
7100	MISSING PERSON - JUVENILE	5
7110	MOTORIST ASSIST - OTHER	15
7120	OBSTRUCTION OF PUBLIC RIGHT OF WAY	6
7130	OFFICIAL NOTICES - OTHER	3
7140	OFFICIAL NOTICES - VEHICLES	9
7150	OFFICIAL NOTICES - TRASH	16
7160	OFFICIAL NOTICES - WEEDS	38
7175	OTHER PUBLIC COMPLAINTS	25
7190	PAPER SERVICE - ATTEMPT	1
7200	PAPER SERVICE - CIVIL	2
7230	PAPER SERVICE - OTHER	2

Code	Description	Total
7250	PARKING COMPLAINT	24
7280	PATROL - FOOT	6
7290	PICKUP - DELIVERY	17
7310	PRISONER TRANSPORT	8
7337	RAILROAD - CROSSING PROBLEMS	9
7350	REMOVE UNWANTED SUBJECT	11
7360	REPOSSESSION	6
7375	SCAMS - ACTUAL	3
7376	SCAMS - ATTEMPTED	29
7384	SCHOOL - AREA CHECK	1
7385	SCHOOL - INFORMATION	1
7400	SEX OFFENDER - REGISTRATION	31
7402	SEX OFFENDER - ADDRESS VERIFICATION	5
7410	SKATEBOARDERS / ROLLERBLADES	1
7420	SMOKE REPORT - GAS SMELL	2
7421	SMOKE REPORT - OTHER	3
7440	SOLICITATION COMPLAINT	1
7450	SPECIAL ASSIGNMENT	13
7455	STOLEN PROPERTY - RECOVERED	1
7470	SUSPICIOUS ACTIVITY - OTHER	13
7480	SUSPICIOUS AUTO	15
7490	SUSPICIOUS NOISE	8
7500	SUSPICIOUS PERSON	14
7550	TAVERN - WALK THRU / ID CHECK	4
7560	TRAFFIC COMPLAINT	24
7570	TRAFFIC CONTROL	1
7590	TRAFFIC STOP	139
7600	TRAFFIC STOP - CITATION	15
7610	TRAFFIC STOP - WRITTEN WARNING	90
7630	TRAINING	1
7640	TRASH	9
7650	UTILITIES COMPLAINT	3
7665	WARRANT - ARREST	1
7666	WARRANT - ATTEMPT	2
7670	WEEDS/GRASS/TREE/COMPLAINT	30
7680	WIRE DOWN	3
7690	911 - HANG UP	26
7700	911 - MISDIAL	12
7710	911 - ADMIN LINE	4
7730	911 - WIRELESS CALL	12

<u>Code</u>	<u>Description</u>	<u>Total</u>
7740	911 - TEST CALL	1
7750	911 - ANI FAILURE	3
7760	911 - OPEN LINE	39
7780	911 - UNLAWFUL USE OF 911	6
7800	DELIVER MESSAGE	3
7810	PROBATION - HOME VISIT	41
8000	STATION INFO - INFO NOT LISTED ELSEWHERE	84
8169	DRIVING WHILE LICENSE REVOKED	2
9039	PHOTOGRAPHS	1
9308	SUICIDAL SUBJECT	2
9344	DECEASED	1



Keweenaw PD

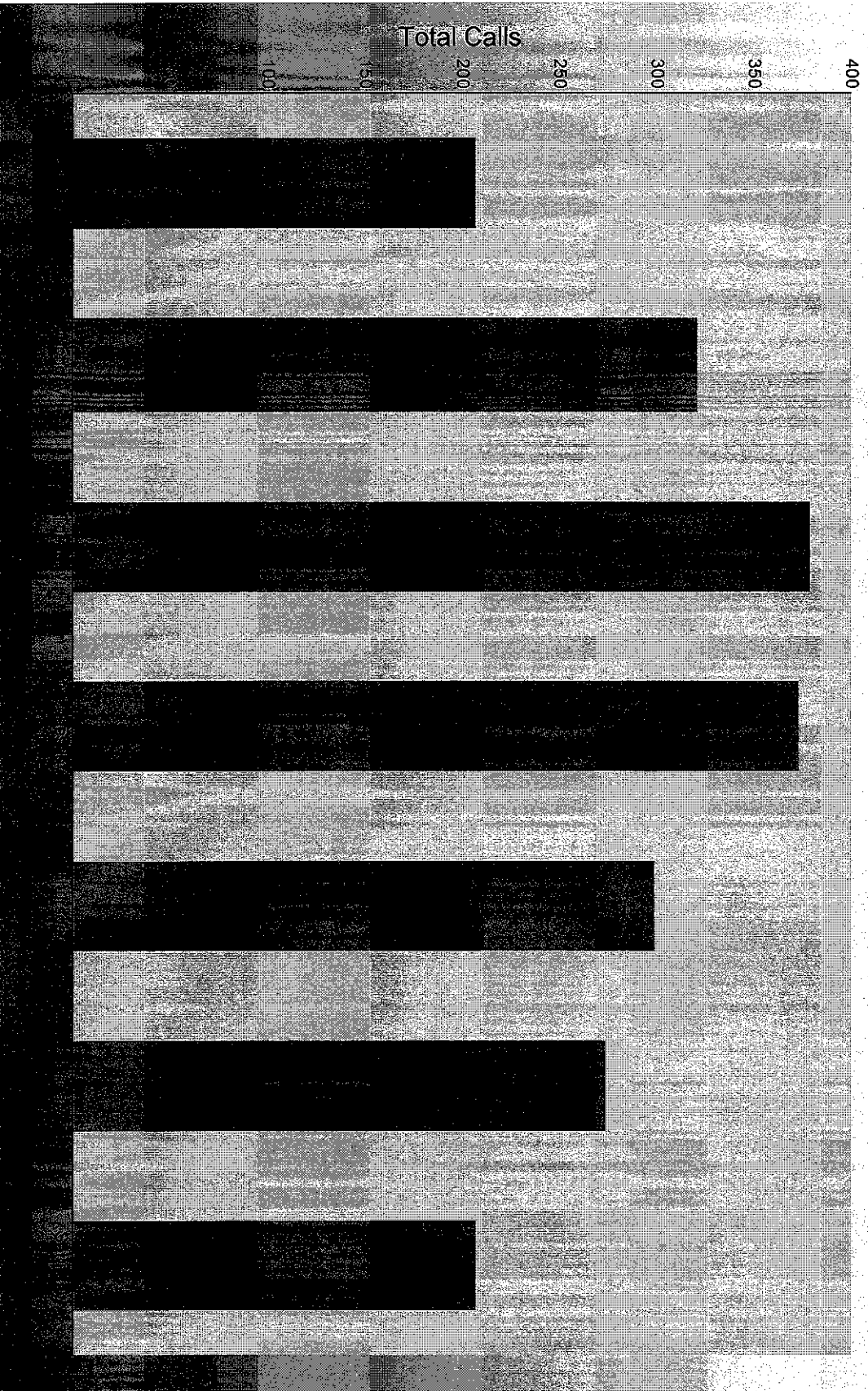
Calls For Service by Time and Day

August 2016

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
0000 - 0059 Hrs	13	6	14	7	13	4	10	67
0100 - 0159 Hrs	2	10	9	11	7	4	8	51
0200 - 0259 Hrs	13	6	7	10	5	8	9	58
0300 - 0359 Hrs	10	5	4	9	7	3	10	48
0400 - 0459 Hrs	5	1	6	3	3	1	3	22
0500 - 0559 Hrs	5	5	2	8	5	5	3	33
0600 - 0659 Hrs	4	5	4	3	2	5	5	28
0700 - 0759 Hrs	2	10	18	11	7	9	8	65
0800 - 0859 Hrs	7	14	24	27	23	14	14	123
0900 - 0959 Hrs	11	16	26	12	16	16	14	111
1000 - 1059 Hrs	16	15	24	18	27	13	8	121
1100 - 1159 Hrs	7	14	19	15	18	14	5	92
1200 - 1259 Hrs	6	13	22	10	11	14	10	86
1300 - 1359 Hrs	8	30	22	23	11	21	7	122
1400 - 1459 Hrs	12	23	12	31	13	21	9	121
1500 - 1559 Hrs	13	30	26	38	19	19	7	152
1600 - 1659 Hrs	9	20	19	31	20	15	5	119
1700 - 1759 Hrs	16	18	22	23	15	16	3	113
1800 - 1859 Hrs	5	11	19	18	19	15	15	102
1900 - 1959 Hrs	9	15	17	16	13	13	12	95
2000 - 2059 Hrs	11	21	20	11	14	10	8	95
2100 - 2159 Hrs	14	12	25	22	15	13	16	117
2200 - 2259 Hrs	4	11	11	9	10	16	6	67
2300 - 2359 Hrs	5	10	7	7	6	5	12	52
Total	207	321	379	373	299	274	207	2,060

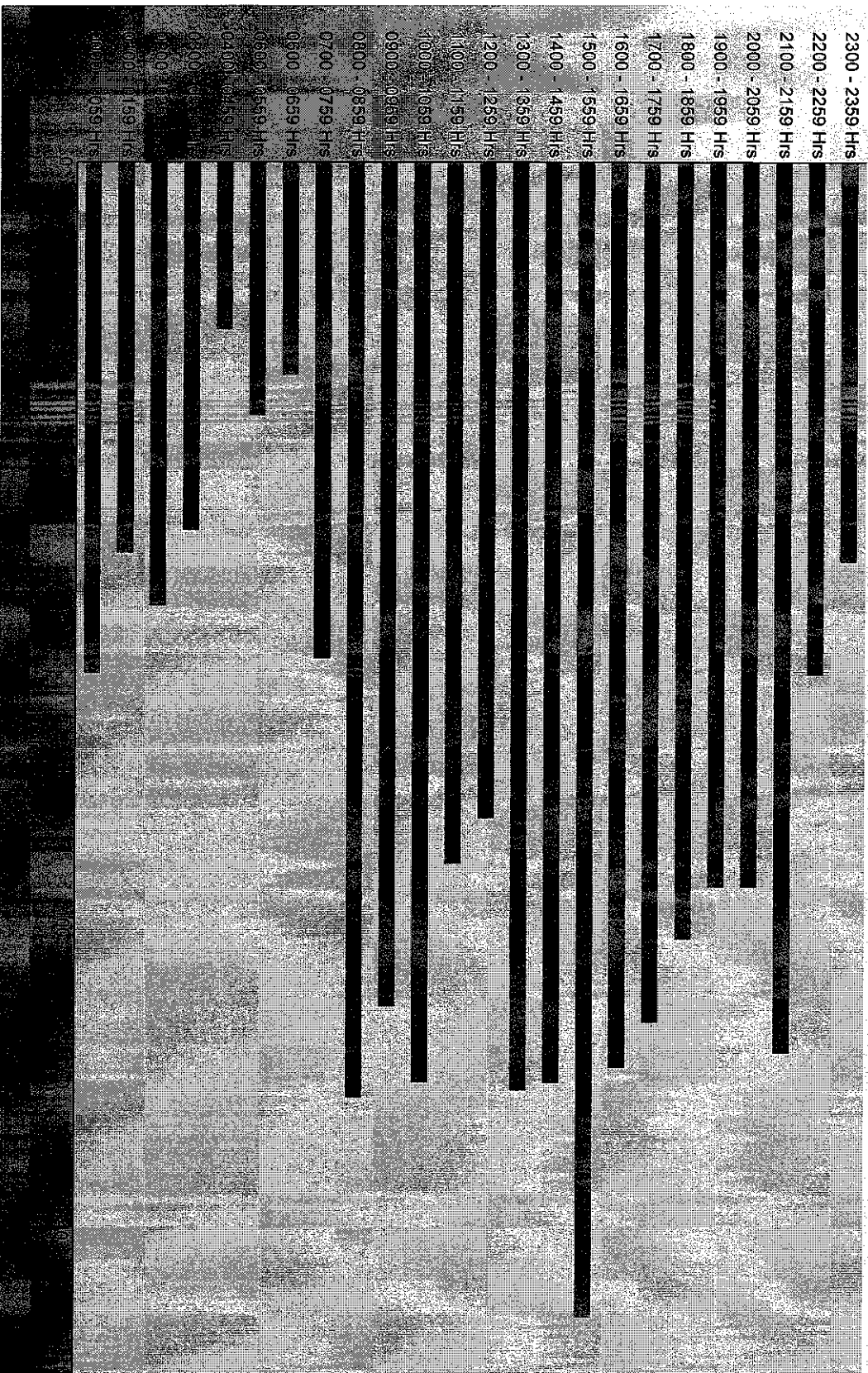
August 2016

Total Calls by Day

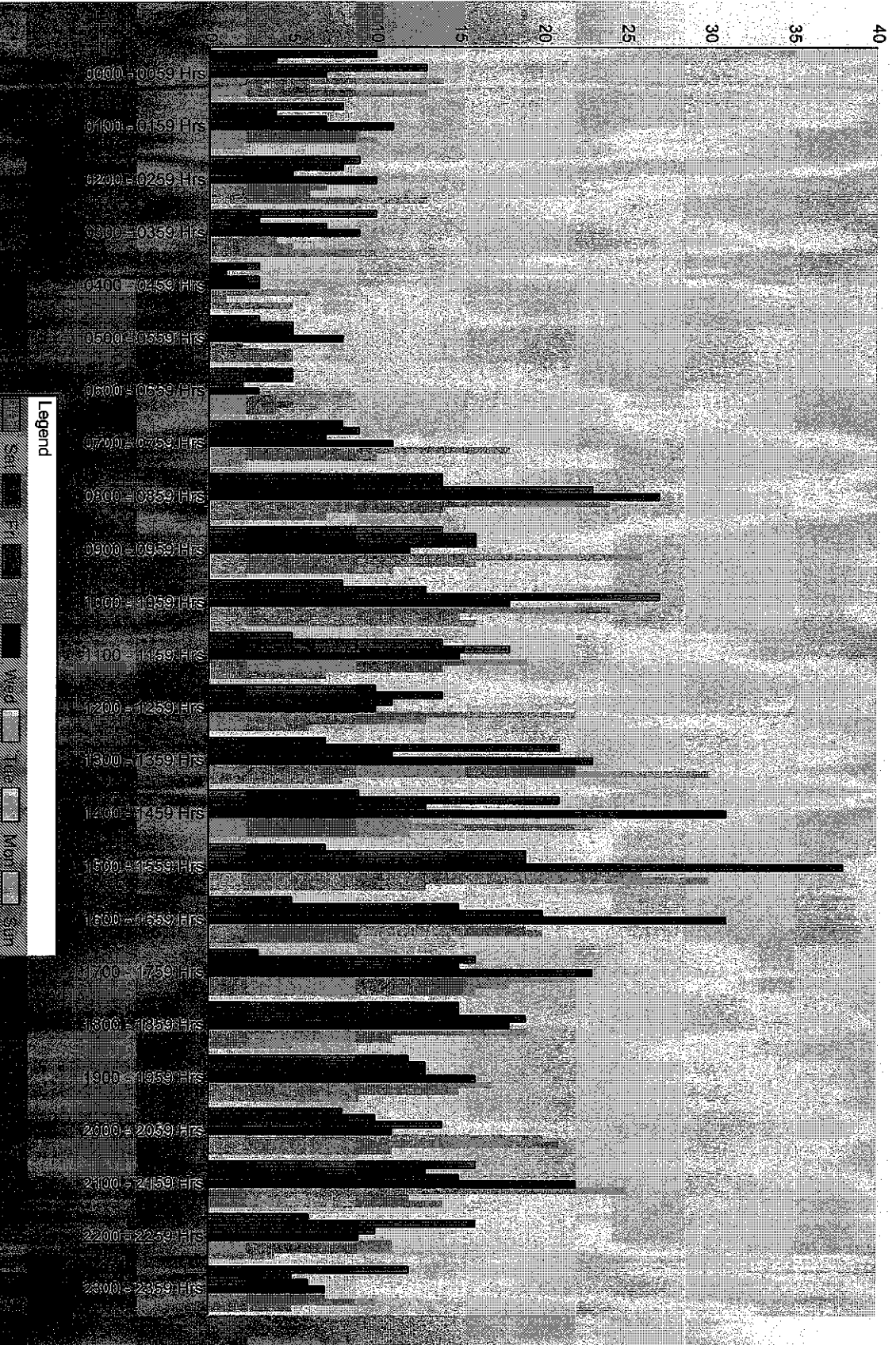


August 2016

Total Calls by Hour



August 2016 Total Calls by Hour and Day





PUBLIC WORKS OPERATIONS MANAGER

401 E. Third Street

Kewanee, IL 61443-2365

Voice: 309/852-2611 ext. 229

Fax: 309/856-6001

August 2016

Public Works Department Report

The Sanitation Division picked up 676,060 lbs of curbside garbage, 61,900 lbs of curbside recycling, and 79,880 lbs of curbside landscape waste in the month of August 2016.

The Water Division replaced 5 leaking lead water service lines along with a leaking water manifold at Garfield and Willard. The Water Division repaired 1 water main break. They delivered 112 red tag notices that resulted in 20 water services being shut-off at the curbstop. Of those 20 delinquent accounts 10 have been paid and service re-instated. Water staff started the Rose Street mainline water valve replacement project this month and has completed 7 new valve installations and re-established the road surfaces of the affected valve areas. The Water staff installed and removed 7 temporary water hook-ups for the "Hog Days" activities. A festival committee member reported to me that this may have been the largest and kindest crowd ever, possibly due to the perfect weather.

The Street Division has been re-seeding city R.O.W. after tree removals. Street staff assisted the local contractor with multiple tree removals at the West Park in order to have it ready in time for the festival. Storm inlets have been repaired on N. Chestnut, S. Cottage, W. Central, E. 3rd and E. 9th Streets. They have also been assisting the Engineering Department with measuring and evaluation of sidewalks and ADA ramps for the road program. The newly purchased sweeper is getting serviced by Fleet before it is put into service. The Street and Sanitation Divisions both assisted the Police Department with getting the abandoned bicycles to the sale barn for auction. Street and Sanitation Divisions also removed three dead trees in the downtown area along with trimming trees along the parade route. Voids under the roadway on N. East St. and E. Third St. were filled by the Street Division.

Announcements:

Public Works staff hours will change back to 7:00 A.M. – 3:30 P.M. on September 26th.

I would like to thank the employees that helped with the downtown clean up over the Labor Day weekend. (1 Street, 4 Water, 4 Sanitation and 4 part-time Cemetery) The "Hog Days" clean-up crew collected 18,720 lbs of trash over the weekend.

Rod Johnson
Public Works Operation Manager

SYS DATE:09/09/16

CITY OF KEWANEE
A / P W A R R A N T L I S T
REGISTER # 66

SYS TIME:09:57

[NW1]

DATE: 09/08/16

Thursday September 08,2016

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 LEXISNEXIS RISK SOLUTIONS			85.50	
1381734-2016083	01-21-549	CONTRACT FEE		85.50
01 ADVANCED BUSINESS SYSTEMS INC			91.30	
INV31761	01-11-512	MAINT CONTRACT		91.30
01 ADVANCED PLUMBING & MECHANICAL			1820.00	
7990	33-49-850	VACTOR/CLARIFIER PROJECT		1820.00
01 AEP ENERGY			18710.10	
D082316;SS	52-93-571	HOLLIS LIFT ST		13.67
D082316POUND	01-21-539	POUND ELECTRIC		57.42
D082316S&T	01-11-571	SOUTH & TENNEY		21.16
D082316T&C	01-11-571	SIREN TENNEY&COLLEGE		.14
D082316W	51-93-571	WATER ELECTRIC		4.67
D082416M&T	01-11-571	MCCLURE & TENNEY		19.64
D082416SWTP	51-93-571	SWTP ELECTRIC		2426.46
D082416WW5	51-93-571	WELL 5 ELECTRIC		215.87
D082516MLS	52-93-571	MIDLAND LIFT ST		15.39
D082516WC	01-11-571	W CHURCH SIREN		.19
D082616C&M	01-11-571	CENTRAL & MAIN TRAFFIC		6.74
D082616F&M	01-11-571	FIRST & MAIN TRAFFIC		7.29
D082616F&U	52-93-571	FIRST & UNION LIFT ST		14.85
D082616H&T	52-93-571	HIGH & THIRD LIFT ST		4.94
D082616P&M	01-11-571	PROSPECT & MAIN		9.69
D082616QH	62-45-571	QUONSET HUT ELECTRIC		.79
D082616S&M	01-11-571	SECOND & MAIN TRAFFIC		6.88
D082716CH	62-45-571	CITY HALL ELECTRIC		1884.72
D082716FLS	52-93-571	FISHER AVE LIFT ST		11.60
D082716T&M	01-11-571	3RD & MAIN TRAFFIC		7.28
D082716WWTP	52-93-571	WWTP ELECTRIC		5994.32
D083016MW	58-36-571	PV CEM ELECTRIC		.53
D083016PV	58-36-571	PV CEM ELECTRIC		20.01
D083016RANGE	62-45-571	RANGE ELECTRIC		2.36
D083016RR	01-11-571	RR AVE SIREN		.09
D083016TOCL	52-93-571	TOC LIFT ST		3.04
D083016XFER	62-45-571	XFER ST ELECTRIC		67.04
D083116S&9	01-11-571	5TH & PARK SIREN		.13
D083116CLS	52-93-571	CAMBRIDGE RD LIFT ST		6.17
D083116FRPK	54-54-571	FR PK ELECTRIC		133.39
D083116KLS	52-93-571	KENTVILLE LIFT ST		3.56
D083116LLS	52-93-571	LAKE ST LIFT ST		63.93
D083116NEAST	01-11-571	N EAST ST SIGNALS		124.31
D083116NWTP	51-93-571	NWTP ELECTRIC		7093.57
D083116OSN	62-45-571	ST 2 ELECTRIC		131.49
D083116PW	62-45-571	PW BLDG ELECTRIC		171.64
D083116S&M	01-11-571	6TH & MAIN TRAFFIC		23.26
D083116SLS	52-93-571	SIXTH ST LIFT ST		67.27
D090116	52-93-571	DISPOSAL ELECTRIC		45.04

DATE: 09/08/16

Thursday September 08,2016

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
D090316w3	51-93-571	WELL 3 ELECTRIC		29.56
01 ALEXIS FIRE EQUIP CO 0056796-IN	62-45-513	REPR AERIAL	591.28	591.28
01 ALTORFER INC PC020442505 PC020442506	62-45-612 62-45-612	PARTS FOR BACKHOE PLATE FOR BACKHOE	959.10	868.94 90.16
01 AUCA CHICAGO MC LOCKBOX 1590553249 1590562343 1590571341 1590580216	62-45-471 62-45-471 62-45-471 62-45-471	UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL	115.64	35.12 26.84 26.84 26.84
01 AUTOMOTIVE ELECTRIC OF KEWANEE 65445	52-43-512	BATTERY/GENERATOR	135.00	135.00
01 B & B PRINTING 19072 19081 19142	01-65-652 02-61-553 62-45-613	BUSINESS CARDS/KEITH PRINT ED & CD PLANS SHIPPING CHGS	135.24	45.00 47.25 42.99
01 B & B LAWN EQUIPMENT & CYCLERY 153804 154423 154691	58-36-512 58-36-512 62-45-612	SVC BRUSH CUTTER SVC BRUSH CUTTER OIL LEVEL SWITCH, SEAL, GA	152.98	46.72 63.08 43.18
01 BARASH & EVERETT, LLC D083116	21-11-533	RETAINER & REIMB EXP	6319.00	6319.00
01 BI-STATE REGIONAL COMM D070116	02-61-561	QTRLY MEMBERSHIP	1511.75	1511.75
01 BI-STATE BARRICADE RENTAL AND 10787	01-41-593	BARRICADE RENTAL/HOG DAYS	450.00	450.00
01 BREEDLOVE'S SPORTING GOODS 28193 28193 28193 28193 28287	51-42-473 52-43-473 57-44-473 01-41-473 38-71-549	GREEN PW SHIRTS GREEN PW SHIRTS GREEN PW SHIRTS GREEN PW SHIRTS NAME PLATES	775.80	305.12 114.42 228.84 114.42 13.00
01 CAMBRIDGE TELCOM SERVICES INC D090816	01-11-537	FIBER INTERNET	485.00	485.00
01 CHAMLIN & ASSOCIATES INC 2016505	33-49-532	ENG//WWTP CLARIFIERS	5156.50	5156.50
01 CITY OF KEWANEE - HEALTH CARE HLTH-9/16 HLTH-9/16 HLTH-9/16 HLTH-9/16 HLTH-9/16 HLTH-9/16 HLTH-9/16 HLTH-9/16 HLTH-9/16 HLTH-9/16	01-11-451 01-21-451 01-22-451 01-41-451 01-52-451 51-42-451 52-43-451 57-44-451 58-36-451	HEALTH INS/F&A HEALTH INS/PD HEALTH INS/FD HEALTH INS/PW HEALTH INS/PARKS HEALTH INS/WATER HEALTH INS/SEWER HEALTH INS/SAN HEALTH INS/CEM	103110.41	1725.96 39757.66 28032.69 7547.58 392.18 10037.38 2767.65 8023.65 2211.12

DATE: 09/08/16

Thursday September 08,2016

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
HLTH-9/16	01-65-451	HEALTH INS/CD		1307.27
HLTH-9/16	62-45-451	HEALTH INS/FM		1307.27
01 CLIFTONLARSONALLEN LLP 1332428	11-13-531	PROGRESS BILLING 4	2500.00	2500.00
01 COLWELL, BRENT 991263	01-65-549	ELECTRICAL INSPECTION	375.00	50.00
991264	01-65-549	ELECTRICAL INSPECTION		50.00
991265	01-65-549	ELECTRICAL INSPECTION		50.00
991266	01-65-549	ELECTRICAL INSPECTION		50.00
991267	01-65-549	ELECTRICAL INSPECTION		50.00
991268	01-65-549	ELECTRICAL INSPECTION		50.00
991269	01-65-549	ELECTRICAL INSPECTION		25.00
991270	01-65-549	ELECTRICAL INSPECTN		50.00
01 COMCAST CABLE D081516N	51-93-552	INTERNET VPN NWTP	284.15	104.85
D081516S	51-93-552	INTERNET VPN/SWTP		94.40
D082616	51-42-537	INTERNET CONNECT/PW BLDG		42.45
D082616	62-45-537	INTERNET CONNECT/PW BLDG		42.45
01 CUMMINS CENTRAL POWER, LLC 070-93354	62-45-613	REPR SAN TRUCK	10596.79	10596.79
01 D&D OF KEWANEE INC 110801	62-45-613	RADIATOR, HOSE, GASKET	716.42	489.15
110830	62-45-613	GLOW PLUG		25.86
110861	62-45-613	CYLINDER, ACTUATOR, HOSE		201.41
01 DURBIN, RUTH ANN D090716	01-41-617	SIDEWALK REPLACEMENT	181.00	181.00
01 EAGLE ENTERPRISES RECYCLING IN D090116	57-44-583	RECYCLING	2419.50	2419.50
01 EASTERN IOWA TIRE, INC 100014844	62-45-613	RECON WHEEL	72.00	63.00
10014535	62-45-613	TIRE DISPOSAL		9.00
01 FARM KING OF KEWANEE 736184	51-42-653	RETURN CABLE	1841.30	224.99-
736188	51-42-653	LOPPER, CABLE		272.98
736188	51-42-473	RUBBER BOOTS		99.99
736514	52-93-870	OIL TIP & MEASURE		12.38
736515	58-36-651	BROOMS		44.95
736659	52-93-870	KNIFE, MARKING PAINT		27.47
736773	52-93-870	QUICK LINKS, INSECTICIDE		197.56
736775	52-93-652	GLOVES		16.99
736868	52-93-870	FARM CLEVIS, COUPLER		45.53
736872	58-36-652	AXE & RAKE		48.97
737053	58-36-652	STRING FOR TRIMMER		182.85
737058	51-42-612	CABLE		224.99
737069	52-93-870	UBOLTS, LOCK NUTS, GLUE		45.03
737323	52-93-870	MECH TEST PLUGS		20.98
737326	52-93-870	CLAMPS, ADAPTERS		52.73

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
737350	52-93-656	WEED KILL, TAPE MEASURE		137.47
737533	52-93-653	BENCH GRINDER		123.99
737533	52-93-619	ROPE, FLAT STOCK, INSECTICIDE		74.93
737539	52-93-619	MENDER HOSE COUPLER		50.53
737549	57-44-653	PUSH BROOMS		124.91
737549	01-41-653	PUSH BROOMS		124.90
737841	52-93-619	TRANS HYD OIL		43.98
737845	52-93-654	CLEANING SUPPLIES		84.30
738093	52-93-619	SCISSORS & SCREWDRIVER		7.88
01 FISHER SCIENTIFIC			303.39	
4964370	52-93-652	WWTP LAB OPER SUPS		303.39
01 FRONTIER COMMUNICATIONS CORPOR			1310.14	
D081916	01-41-552	LOCAL PH/PW		215.98
D081916	54-54-552	LOCAL PH/PARKS		34.78
D081916	01-11-552	LOCAL PH/F&A		301.96
D081916	01-22-552	LOCAL PH/FD		179.45
D081916	52-93-552	LOCAL PH/WWTP		112.76
D081916	57-44-552	LOCAL PH/SAN		35.61
D081916	51-93-552	LOCAL PH/WTP		45.39
D081916	01-21-552	LOCAL PH/PD		6.41-
D081916	58-36-552	LOCAL PH/CEM		50.84
D081916PD	01-21-552	LOCAL PH/PD		339.78
01 GALESBURG COTTAGE HOSPITAL			34.00	
D090116	01-22-563	CPR CARDS		34.00
01 GASVODA & ASSOCIATES, INC			1223.30	
16IS0589	52-43-512.6	INSTL OMNI SITE BOARD		1223.30
01 GIERKE-ROBINSON CO			42.30	
1110358-000	51-42-612	CABLE PULLER		107.30
CREDIT 2012	51-42-612	CREDIT ON ACCOUNT		65.00-
01 GUSTAFSON FORD			258.06	
3323	62-45-613	JOINT ASSY		141.06
3324	62-45-613	LICENSE BRACKET		13.47
3349	62-45-613	ARM ASSY		103.53
01 HACH COMPANY			426.44	
10075667	52-93-652	WWTP LAB OPER SUPS		398.95
10077520	52-93-652	WWTP LAB OPER SUPS		27.49
01 THOMPSON TRUCK & TRAILER, INC			1697.46	
X203014409:02	62-45-613	FILTERS		13.54
X203014409:03	62-45-613	FILTERS		77.28
X203014666:02	62-45-613	SEAL/WATER PUMP		11.39
X203014741:01	62-45-613	DRIVE FAN, VALVE		710.95
X203014757:01	62-45-613	DRIVE FAN CLUTCH		796.88
X203015000:01	62-45-613	ST FLUID, FILTERS		87.42
01 HD SUPPLY WATERWORKS LTD			24485.49	
F976130	31-71-813	ADA DETECTABLE PLATES		576.00
F980507	51-42-615	ROSE ST VALVE PROJECT		365.04
F985322	51-42-615	WATER PARTS STOCK		825.00

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
F988419	31-71-813	ADA DETECTABLE PLATES		4224.00
G023133	51-42-615	WATER PARTS STOCK		3981.91
G023156	51-42-615	METERS		5400.00
G023156	52-43-615	METERS		5400.00
G023162	52-43-615	SEWER PARTS STOCK		996.19
G030780	51-42-615	WATER PARTS STOCK		110.00
G045113	51-42-615	WATER PARTS STOCK		2384.80
G053902	52-43-615	SEWER PARTS STOCK		222.55
01 HEART TECHNOLOGIES INC 6958	38-71-549	RELOCATE PH/KEITH	170.00	170.00
01 HENRY CO CLERK/RECORDER D083116	51-42-533	WATER LIENS RELEASED	162.00	108.00
D083116	01-11-549	REC VACATION ORD		54.00
01 HENRY COUNTY HUMANE SOCIETY D090616	01-21-539	POUND CARE	1944.00	1944.00
01 HENRY SCHEIN, INC 33344856	01-22-612	MEDICAL SUPPLIES	417.95	417.95
01 HENRY COUNTY STATE'S ATTORNEY D082416	01-21-552	CELLEBRITE ANNL FEE	500.00	500.00
01 INTERSTATE BATTERY SYSTEMS OF 10114090	62-45-613	BATTERIES	451.80	223.90
10114181	62-45-613	BATTERIES		227.90
01 JF AHEARN CO 157191	38-71-549	ANNL SPRINKLR INSPECTN	195.00	195.00
01 JOHN'S GLASS SHOP 17839	62-45-513	REPL GLASS/PASS DR	126.48	126.48
01 KEWANEE COMMUNITY UNIT SCHOOLS S98075640101	01-11-537	EXTENDED WARRANTIES	2129.97	480.00
S98167070101	01-11-537	3 LAPTOPS		1649.97
01 KEWANEE POOL & SPA 12827	52-93-656	LIQ CHLORINE	71.00	71.00
01 KEWANEE VETERINARY CLINIC 302831	01-21-539	CITY POUND FEES	796.00	796.00
01 KEY EQUIPMENT & SUPPLY CO 148793	62-45-612	SWEEPER PARTS	1215.85	1215.85
01 KIESLER POLICE SUPPLY INC 0803755	01-21-652	AMMUNITION	953.52	953.52
01 KNOX COUNTY LANDFILL D083116	57-44-573	GARBAGE DISPOSAL	51249.20	51249.20
01 LAWSON PRODUCTS, INC 9304319353	62-45-613	SHOP SUPPLIES	249.20	249.20
01 LEANDER CONSTRUCTION INC CLARIFIER #3	33-49-850	CLARIFIER PROJECT	104675.82	104675.82
01 MARTIN EQUIPMENT OF IA-IL, INC 223799	62-45-612	PARTS/SAN BACKHOE	928.48	937.89
223918	62-45-612	RETURN ITEM		9.41-
01 MENARD'S			1109.85	

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
70609	38-71-611	TRASH BAGS		35.97
70823	01-22-512	HANDLE & ROPE		8.49
70832	38-71-511	BATTERIES, PLUMBING SUPS		8.87
70868	51-42-615	BATTERIES, PLUMBING SUPS		37.31
70954	57-44-820	PEDESTAL FAN/BRK RM		16.99
70954	01-41-820	PEDESTAL FAN/BRK RM		16.99
70967	57-44-820	FLEX DUCT		6.00
70967	01-41-820	FLEX DUCT		5.99
71133	51-42-653	AIR HOSE, SLEDGE HANDLE		34.43
71143	51-42-653	TOOL BOX, FISH TAPE		150.95
71155	01-52-652	TRASH BAGS		11.99
71155	38-71-511	BALLAST		19.88
71160	38-71-511	EXCHANGE BALLAST		.41-
71193	58-36-652	WEED KILLER/CONCRETE MIX		28.15
71194	52-93-870	SUMP PUMPS		438.99
71195	52-93-870	COUPLERS		2.99
71265	58-36-652	RATCHET, RAKES, GAS CAN		82.20
71265	54-54-652	FURRING STRIPS		4.99
71300	01-65-652	SPADE		12.99
71638	01-11-929	BYPASS LOPPER		14.99
71670	52-93-652	SHOP TOWELS		149.91
71759	54-54-652	TAPCONS, BATTERIES		21.19
01 MICHLIG ENERGY LTD			12938.98	
08/16-DS	01-41-655	DEISEL CHGS/STREET		2012.11
08/16-DS	51-42-655	DEISEL CHGS/WATER		183.69
08/16-DS	57-44-655	DEISEL CHGS/SAN		1044.47
08/16-DS	01-22-655	DEISEL CHGS/FD		481.30
08/16-GS	01-41-655	GASOLINE/STREET		508.48
08/16-GS	51-42-655	GASOLINE/WATER		794.34
08/16-GS	52-43-655	GASOLINE/SEWER		298.90
08/16-GS	52-93-655	GASOLINE/WWTP		152.22
08/16-GS	01-22-655	GASOLINE/FD		69.14
08/16-GS	01-21-655	GASOLINE/PD		2916.50
08/16-GS	52-43-655	GASOLINE/ENG		43.42
32575	51-93-512	FOOD GRADE OIL		2309.74
7749815	54-54-652	FUEL FILTERS		27.87
86212	52-93-655	WWTP DIESEL		86.23
86213	58-36-655	CEM/GASOLINE		291.15
86360	58-36-655	CEM/DIESEL		271.71
86371	58-36-655	CEM/GASOLINE		255.43
86372	52-93-655	WWTP DIESEL		85.38
86420	58-36-655	CEM/GASOLINE		176.44
86587	58-36-655	CEM/GASOLINE		306.68
86711	58-36-655	CEM/DIESEL		207.25
86715	58-36-655	CEM/GASOLINE		416.53
01 MOLLS, MATTHEW			6.47	
9803	01-22-473	REIMB UNIFORM ALLOW		6.47

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 NEENAH FOUNDRY CO			12818.48	
184799	52-43-517	STORM GRATES & LIDS		1936.00
184799	52-43-615	SANITARY LIDS & FRAMES		4050.00
185497	31-71-813	ADA DETECTBL PLATES		6832.48
01 NORTHERN SAFETY CO INC			399.77	
902080888	01-41-652	KEVLAR GLOVES/CAUTION TAPE		133.26
902080888	51-42-652	KEVLAR GLOVES/CAUTION TAPE		133.26
902080888	52-43-652	KEVLAR GLOVES/CAUTION TAPE		133.25
01 O'REILLY AUTOMOTIVE STORES, IN			717.57	
1143157346	62-45-830	AC SCALE		163.94
1143157558	62-45-613	FITTING		49.58
1143157718	62-45-612	TEST KIT		123.99
1143157773	62-45-830	VALVE TOOL		3.82
1143157782	62-45-612	RETURN TEST KIT		123.99-
1143158666	62-45-830	DRAIN PAN		9.49
1143158837	62-45-612	ELECT F PUMP		49.65
1143159632	62-45-830	BATTERIES		14.98
1143159645	62-45-613	ANTIFREEZE		71.94
1143160367	62-45-830	BATTERIES		8.99
1143160857	58-36-652	BRAKE CLEANER		51.48
1143161290	58-36-652	ADHESIVE & CLAMP		16.63
1143161837	62-45-613	GOVERNOR		15.65
1143161838	62-45-652	ABSORBENT		32.45
1143161896	58-36-652	ADHESIVE & DUCT TAPE		23.93
1143162599	62-45-613	WIPER FLUID, LIQ WRENCH		53.05
1143162657	62-45-613	INT DR HANDLE		17.18
1143162825	62-45-613	BOLTS, LIGHTS		20.27
1143163011	62-45-613	INT DR HANDLE		7.63
1143163048	62-45-613	BULBS		28.56
1143163932	62-45-612	TIRE TUBE		8.99
1143164013	62-45-613	BRAKE ROTOR		69.36
01 OFFICE SPECIALISTS INC			2011.76	
947146-1	38-71-611	TRASH BAGS		25.65
947525-1	01-41-651.4	BUSINESS CARD STOCK		6.64
948019-0	38-71-611	TRASH BAGS		37.25
948366-0	38-71-611	PAPER TOWELS		83.08
948605-0	01-52-652	TRASH BAGS		74.50
949229-0	01-11-537	SERVER WORK		1784.64
01 OFFICE MACHINE CONSULTANTS INC			57.70	
IN93501	01-21-512	MAINT AGREEMENT		16.58
IN94577	01-22-512	MAINT AGREEMENT		41.12
01 ORDAZ CONSTRUCTION			21238.00	
2016-01	31-71-813	ADA SIDEWALK RAMPS		10788.00
2016-02	52-43-515	BRIDGE REPR/WWTP		8000.00
2016-03	52-43-515	BRIDGE REPR		2450.00
01 PANTHER UNIFORMS INC			337.29	

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
18357	01-22-471	WALL UNIFORM ALLOWANCE		337.29
01 PDC LABORATORIES INC			1474.81	
840665S	51-93-542	WATER TESTING		666.00
840666S	52-93-542	CHLORIDE/NITROGEN TESTING		664.35
840667S	52-93-542	CHLORIDE/NITROGEN TESTING		144.46
01 PF PETTIBONE & CO			1230.05	
170623	01-21-553	TICKET BOOKS		1230.05
01 POLICE PETTY CASH			91.50	
D090616	01-21-551	POSTAGE		16.39
D090616	01-21-652	KEYS MADE		13.90
D090616	01-21-562	TRAVEL MEALS		61.21
01 RATLIFF BROS & CO			990.00	
14013	52-93-512	CRANE WWTP AERATOR		330.00
14041	52-93-512	CRANE WWTP AERATOR		660.00
01 RAY O'HERRON COMPANY INC			291.00	
1650764-IN	01-21-652	AMMUNITION		291.00
01 RIBER, BENNETT			258.21	
6691807	01-22-473	REIMB UNIFORM ALLOW		258.21
01 ROANOKE CONCRETE PRODUCTS CO			1167.98	
131574	51-42-652	SOLID BLOCKS		1167.98
01 RODNEY R DORMAN			13991.25	
387	52-93-586	SLUDGE HAULING		13991.25
01 SCHELKOPF, ERIC			200.00	
20092407	58-36-830	REIMB SAFETY SHOES		200.00
01 SHOOK, KEVIN			72.07	
D080916	01-22-562	TRAVEL MEALS		72.07
01 TONY SMITH			145.36	
121980	62-45-830	TERM W LASER, REPR KIT		137.44
122173	62-45-830	SCRAPERS		7.92
01 SPETS BROTHERS INC			39.95	
400635	54-54-611	PAINT		39.95
01 THE SPYGLASS GROUP LLC			3413.28	
10865	01-22-552	CONSULTING FEE/PH AUDIT		1222.08
10865	01-21-552	CONSULTING FEE/PH AUDIT		1903.32
10865	01-11-552	CONSULTING FEE/PH AUDIT		287.88
01 SULLIVAN DOOR COMPANY			85.00	
53156	01-22-511	DOOR REPAIR		85.00
01 SUPREME RADIO COMMUNICATIONS I			5237.25	
7022	01-21-556	QTRLY MAINT AGREEMENT		5237.25
01 TRIANGLE CONCRETE INC			4600.25	
8710	01-41-614	FLOW FILL/STREET		194.00
8710	51-42-615	HY EARLY		4406.25
01 TRUCK COUNTRY OF IOWA			725.40	
X106280203:01	62-45-613	FAN CLUTCH		769.21
X106280693:01	62-45-613	RETURN PARTS		202.34-
X106281198:0	62-45-613	PARK BRAKE VALVE		158.53
01 USA BLUEBOOK			244.05	

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CITY OF KEWANEE
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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
033363	51-42-615	FOOD GRADE LUBRICANT		227.29
047668	52-93-512	GASKETS		16.76
01 U.S. CELLULAR			278.88	
151611359	01-41-552	CELLULAR/PW		183.10
151611359	01-11-552	CELLULAR/CM		95.78
01 VALLEY DISTRIBUTION CORP			121.44	
314031	62-45-613	WINTER FRADE MOLY GRS		121.44
01 VERIZON WIRELESS			891.90	
9770312671	01-21-552	CELLULAR SVC/PD		853.89
9770952991	58-36-552	CEM/INTERNET ACCESS		38.01
01 WALMART COMMUNITY			446.17	
9411	01-22-612	EMS SUPPLIES		27.86
2199	38-71-611	KLEENEX		88.93
2199	54-54-652	SHOP VAC		39.97
2741	01-22-612	EMS SUPPLIES		78.73
437	01-22-652	GATORADE		11.96
4859	01-22-651	STAPLER, PENS, MARKERS		21.54
5831	01-21-651	COFFEE & OFFICE SUPS		92.26
871	54-54-652	BOX FAN		50.64
8841	38-71-611	JANITOR SUPPLIES		34.28
** TOTAL CHECKS TO BE ISSUED			443239.28	

SYS DATE:09/09/16

CITY OF KEWANEE
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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
GENERAL FUND			109556.83	
ECONOMIC DEVELOPMENT			1559.00	
AUDIT FUND			2500.00	
PUBLIC BENEFITS FUND			6319.00	
NHR SALES TAX INFRASTRUCTURE IMP			22420.48	
SEWER IMPROVEMENT			111652.32	
CAPITAL MAINTENANCE/MUN. BLDG.			711.50	
WATER FUND			44100.98	
SEWER FUND			52592.34	
FRANCIS PARK			352.78	
SANITATION			63149.17	
CEMETERY FUND			5034.66	
CENTRAL MAINTENANCE			23290.22	
*** GRAND TOTAL ***			443239.28	
TOTAL FOR REGULAR CHECKS:			443,239.28	

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 BOCK INC	08/24/16	50493	52869.01	
215 29	51-93-515	CONTRACT PAYMENT		14134.91
215 29	52-93-515	CONTRACT PAYMENT		38734.10
01 INTOXIMETERS INC	09/02/16	1183	296.50	
217 540578	01-21-918	MOUHPieces/TESTING		296.50
01 PAYROLL ACCOUNT	08/22/16	50491	184549.04	
214 PR082416	01-00-243	PAYROLL/F&A		134805.15
214 PR082416	51-00-243	PAYROLL/WATER		19267.72
214 PR082416	52-00-243	PAYROLL/SEWER		4966.27
214 PR082416	54-00-243	PAYROLL/FR PK		1264.54
214 PR082416	57-00-243	PAYROLL/SANIT		11943.40
214 PR082416	58-00-243	PAYROLL/CEM		9944.71
214 PR082416	62-00-243	PAYROLL/FLEET		2357.25
01 PAYROLL ACCOUNT	08/22/16	50492	16318.93	
214 PRD082416	01-11-929	PAYROLL/ACH FEES		10.00
214 PRD082416	16-00-243	PAYROLL/IMRF		8424.58
214 PRD082416	19-00-243	PAYROLL/SOC SEC		7884.35
01 PAYROLL ACCOUNT	09/02/16	50494	180944.54	
216 PR090716	01-00-243	PAYROLL/F&A		131015.41
216 PR090716	51-00-243	PAYROLL/WATER		19274.76
216 PR090716	52-00-243	PAYROLL/SEWER		4956.50
216 PR090716	54-00-243	PAYROLL/FR PK		1264.54
216 PR090716	57-00-243	PAYROLL/SANIT		12212.53
216 PR090716	58-00-243	PAYROLL/CEMET		9895.17
216 PR090716	62-00-243	PAYROLL/FLEET		2325.63
01 PAYROLL ACCOUNT	09/02/16	50495	16317.15	
216 PRD090716	01-11-929	PAYROLL/ACH FEES		10.00
216 PRD090716	16-00-243	PAYROLL/IMRF		8521.09
216 PRD090716	19-00-243	PAYROLL/SOC SEC		7786.06
15 HENRY COUNTY TREASURER	09/08/16	3313	2332.41	
217 9473	15-41-514	48.34 TN PATCH MIX		2332.41
74 HEALTH CARE SERVICE CORPORATION	09/08/16	1057	104397.49	
217 SD08/16	74-14-451	HEALTH INS CLAIMS		111813.36
217 SD08/16	74-14-452	STOP LOSS		7415.87-
74 MUTUAL OF OMAHA	08/29/16	1054	331.80	

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
215	000564375574	74-14-452	LIFE/AD&D INS-9/16		331.80
74 SISCO		08/29/16	1052	1781.27	
215 D081916		74-14-451	DENTAL/VISION CLAIMS		1781.27
74 SISCO		08/29/16	1053	767.81	
215 D082616		74-14-451	DENTAL/VISION CLAIMS		767.81
74 SISCO		09/01/16	1055	479.75	
217 180049		74-14-451	DENTAL/VISION ADMIN		479.75
74 SISCO		09/01/16	1056	1318.48	
217 D090116		74-14-451	DENTAL/VISION CLAIMS		1318.48
78 MIDWEST TRAILER MANUFACTURING		09/07/16	1079974	150000.00	
217 D090716		78-61-900	REV LOAN RES 4991		150000.00
** TOTAL MANUAL CHECKS REGISTERED				712704.18	

REPORT SUMMARY


CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	443239.28	451295.17	894534.45
15	.00	2332.41	2332.41
74	.00	109076.60	109076.60
78	.00	150000.00	150000.00
TOTAL CASH	443239.28	712704.18	1155943.46

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	109556.83	266137.06	375693.89
02	1559.00	.00	1559.00
11	2500.00	.00	2500.00
15	.00	2332.41	2332.41
16	.00	16945.67	16945.67
19	.00	15670.41	15670.41
21	6319.00	.00	6319.00
31	22420.48	.00	22420.48
33	111652.32	.00	111652.32

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		
38	711.50	.00	711.50		
51	44100.98	52677.39	96778.37		
52	52592.34	48656.87	101249.21		
54	352.78	2529.08	2881.86		
57	63149.17	24155.93	87305.10		
58	5034.66	19839.88	24874.54		
62	23290.22	4682.88	27973.10		
74	.00	109076.60	109076.60		
78	.00	150000.00	150000.00		
TOTAL DISTR	443239.28	712704.18	1155943.46		

 <div style="text-align: center;"> CITY OF KEWANEE CITY COUNCIL AGENDA ITEM </div>		
MEETING DATE	September 12, 2016	
RESOLUTION OR ORDINANCE NUMBER	Resolution #4997	
AGENDA TITLE	A RESOLUTION RELEASING CERTAIN LIENS FILED BY THE CITY OF KEWANEE AGAINST PROPERTY SOLD BY HENRY COUNTY TO REGISTERED TAX BUYERS, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Gary Bradley, City Manager and Tim Wells, County Treasurer	
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	Preauthorization for the release of liens.	

BACKGROUND	<p>Staff met with representatives of the Henry County Treasurer's Office on August 29th to listen to their thoughts on a "loophole" in the County's processes for selling properties at tax sales. Currently, tax buyers purchase tax certificates through an auction process, then, after paying the taxes for three years (if the certificate isn't redeemed by the current owner), take possession of the property through the issuance of a tax deed.</p> <p>However, if in the meantime a City places a lien on the property (for mowing or other expenses, for example), the tax buyers typically file for a "Sale in error" and are refunded the money they have paid in taxes over the last 3 years, with interest. The process then starts over again with the house, and sometimes the cycle continues to repeat itself. We (and the other taxing jurisdictions) lose the money they've paid, but we also lose responsible ownership that maintains the property.</p> <p>By removing such a lien, we're absorbing a cost that we likely won't ever recover, but are doing so in the hopes that the new owner will maintain the property or transfer ownership to someone who will. According to the County, the problem arises mostly in Kewanee, Galva, and Colona. Both Galva and Colona recently adopted similar measures to improve the process as it relates to their communities, borrowing the language from cities in Rock Island County that were in a similar situation.</p>
SPECIAL NOTES	N/A
ANALYSIS	<p>There is not a "cost" indicated above as there are no set expenditures associated with this measure, except for those associated with the release of liens, which the county has indicated they are open to waiving. However, in a sense there is or could be a cost in that certain revenues would not be collected. The question then becomes does the "cost" exceed the benefit? Given the infrequency with which we actually collect mowing fees associated with properties that are being sold for back taxes, and the fact that this lien release program would have on restoring properties back to the tax rolls, staff's belief is that it is to the benefit not just to the City but to all affected taxing jurisdictions to release such liens, thus allowing for new property owners who will be more timely in remitting their property taxes.</p>

Item A

PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends adoption
REFERENCE DOCUMENTS ATTACHED	Proposed Resolution

RESOLUTION NO. 4997

A RESOLUTION RELEASING CERTAIN LIENS FILED BY THE CITY OF KEWANEE AGAINST PROPERTY SOLD BY HENRY COUNTY TO REGISTERED TAX BUYERS, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, the City of Kewanee agrees to release City liens on properties sold by Henry County to registered tax buyers who have petitioned for and received a tax deed for properties under certain conditions; and

WHEREAS, the City of Kewanee agrees to release City liens upon notice from Henry County that tax buyers will use said municipal lien to qualify for a “sale in error”; and

WHEREAS, it is in the best interests of the City of Kewanee and other taxing jurisdictions for the City to release liens filed against said properties sold by Henry County to registered tax buyers under the conditions stated above as such would improve said properties by allowing them to be put back on the county tax rolls.

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

Section 1 The City approves the release of existing City liens on properties sold by Henry County to registered tax buyers for all properties subject to “Sale in error” status due exclusively to said liens, except that the City reserves the right not to release liens related to the cost of demolition.

Section 2 The City agrees to and approves the release of any future liens in any such instance in which the City’s lien creates or establishes a registered tax buyer’s right or ability obtain status as a “sale in error” on a subject property.

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


Adopted by the Council of the City of Kewanee, Illinois this 12th day of September, 2016.

ATTEST:

Melinda Edwards, City Clerk

Steve Looney, Mayor

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

		CITY OF KEWANEE CITY COUNCIL AGENDA ITEM	
MEETING DATE	September 12, 2016		
RESOLUTION OR ORDINANCE NUMBER	Resolution #4998		
AGENDA TITLE	Consideration of a Resolution authorizing the Mayor to execute Tax Increment Financing Redevelopment Agreements with Johnson Theaters, Inc for their "Wanee Theater Renovation Project."		
REQUESTING DEPARTMENT	Administration		
PRESENTER	Gary Bradley, City Manager		
FISCAL INFORMATION	Cost as recommended:	TBD	
	Budget Line Item:	TBD	
	Balance Available	N/A	
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
PURPOSE	Provides economic incentives for improvement to the local movie theater.		
BACKGROUND	Johnson Theaters has completed the TIF Incentive application for the "Wanee Theater Renovation Project". Our TIF Attorney at Jacob & Klein has reviewed the application and determined the eligible project costs of \$115,590.		
SPECIAL NOTES	N/A		

<p>ANALYSIS</p>	<p>As discussed at the August 22 Council Meeting, Johnson Theaters provides an entertainment venue that retains people in the city, who would otherwise travel to other areas to watch movies, and attracts others to our community for entertainment and other forms of commerce. The owners of the theater have made plans to renovate and rehabilitate the movie theater. The TIF eligible project costs for this proposed project would be \$115,590.</p> <p>The proposed reimbursement agreement would mimic the terms of the previous agreements approved in the Downtown TIF, with the City agreeing to reimburse Johnson Theaters 50% of their annual “net” incremental increase in property tax revenues received from Johnson Theaters, on a “pay as you go” basis, up to the maximum of \$115,590 over the life of the agreement.</p> <p>The amount actually paid over the life of the agreement depends on the amount of increment actually created through increased value in the EAV for the building.</p> <p>There is a second proposed redevelopment agreement with the City agreeing to loan Johnson Theaters Inc \$10,000 (placeholder amount) from the Downtown TIF Fund. The loan would be forgiven over the period of five years provided that Johnson Theaters continually operates a movie theater on the premises for those five years. The concept of the forgivable loan from the TIF fund was proposed by the City’s TIF Advisors to provide incentives because it is not anticipated that the property tax increases would be significant enough to provide for much of the reimbursement needed to assist with the project. (The TIF Attorney does not anticipate very much TIF increment from this project).</p> <p>The Downtown TIF fund has so far this fiscal year received \$47,000, which would represent approximately half of the TIF increment anticipated this year. The balance in the Downtown TIF fund today is just over \$87,000. The TIF Funds come from all of the properties located in the TIF District, including commercial and residential, that have seen an increase in assessed value.</p> <p>The City currently has commitments to reimburse Cerno’s, Save-A-Lot, and IH Mississippi Valley Credit Union for their improvement projects. It is not known at this time the amount of their annual requests for reimbursement, but it is anticipated that there will be sufficient funds for this proposal.</p>
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Item B

PUBLIC INFORMATION PROCESS	Open discussion at August 22, 2016 Council Meeting
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends adoption.
REFERENCE DOCUMENTS ATTACHED	Proposed Redevelopment Agreements for TIF Increment reimbursement and forgivable loan from previously received TIF increment.

RESOLUTION NO. 4998

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE TAX INCREMENT FINANCING
REDEVELOPMENT AGREEMENTS WITH JOHNSON THEATERS, INC FOR THEIR WANEE
THEATER RENOVATION PROJECT

- WHEREAS, Johnson Theaters provides an entertainment venue that retains people in the city, who would otherwise travel to other areas to watch movies, and attracts others to our community for entertainment and other forms of commerce; and
- WHEREAS, the owners of the theater have made plans to renovate and rehabilitate the movie theater, with Tax Increment Financing eligible project costs of \$115,590; and
- WHEREAS, the owners of the theater have applied for Tax Increment Financing for assistance with the project; and
- WHEREAS, the City's TIF advisors have proposed a two-fold redevelopment agreement, with a reimbursement of 50% of the annual "net" increase in property tax, and a loan of \$10,000 from the Downtown TIF fund that would be forgiven over the period of five years provided Johnson Theaters continually operates a movie theater on the premises for those five years; and
- WHEREAS, The City Council finds it in the best interest of the community to support this renovation project at Johnson Theaters Inc.

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

- Section 1** The Mayor is hereby authorized to execute the attached Tax Increment Financing Redevelopment Agreements with Johnson Theaters, Inc.
- 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 12th day of September 2016.

ATTEST:

Melinda Edwards, City Clerk

Steve Looney, Mayor

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

**TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

CITY OF KEWANEE, HENRY COUNTY, ILLINOIS

and

**JOHNSON THEATERS, INC.
(WANEE THEATER PROJECT)**

KEWANEE DOWNTOWN TAX INCREMENT FINANCING DISTRICT

AUGUST _____, 2016

REDEVELOPMENT AGREEMENT

by and between

CITY OF KEWANEE

and

**JOHNSON THEATERS, INC.
(WANEE THEATER PROJECT)**

KEWANEE DOWNTOWN TIF DISTRICT

THIS REDEVELOPMENT AGREEMENT (including Exhibits) is entered into this ____th day of August, 2016, by and between the City of Kewanee (the “City”), an Illinois Municipal Corporation, Henry County, Illinois, and Johnson Theaters, Inc., an Illinois Corporation (the “Developer”).

PREAMBLE

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

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

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et seq., as amended (the “Act”), the City has the authority to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues (“real estate tax increment”) or from other City revenues; and

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

WHEREAS, included in the Redevelopment Project Area is property owned by the Developer, located at 106 South Main Street, Kewanee, Illinois (real estate tax property identification number 20-33-257-002) (the “Property”); and

WHEREAS, the Developer owns said Property and is proceeding with plans to renovate and rehabilitate the movie theater located thereon (the “Project”), and is doing so based on the availability of TIF incentives offered by the City; and

WHEREAS, it is the intent of the City to encourage economic development which will increase the real estate tax revenue of the City, which increased incremental taxes will be used, in part, to finance incentives to assist development within the Tax Increment Financing District; and

WHEREAS, the Developer's proposed Project is consistent with the TIF District Redevelopment Plan and Projects for the Redevelopment Project Area and further conforms to the land uses of the City as adopted; and

WHEREAS, pursuant to Section 5/11-74.4-4(b) of the Act, the City may make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of the Redevelopment Plan; and

WHEREAS, pursuant to Section 5/11-74.4-4(j) of the Act, the City may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement and further defined in Section 5/11-74.4-3(q) of the Act, including those Estimated TIF Eligible Project Costs as herein listed in the attached ***Exhibit "1"*** of this Redevelopment Agreement; and

WHEREAS, the Developer requested that incentives for the development be provided by the City from incremental increases in real estate taxes of the City generated from its Project and the City agreed to such incentives; and

WHEREAS, the City has determined that this Project required the incentives requested as set forth herein and that said Project will, as a part of the Plan, promote the health, safety and welfare of the City and its citizens by attracting private investment to prevent blight and deterioration and to generally enhance the economy of the City; and

WHEREAS, the City has reviewed the conditions of the Property and has reason to believe that the costs of the necessary public and private improvements to be incurred by the Developer in furtherance of the Project are eligible project costs under the Act and are consistent with the Redevelopment Plan of the City; and

WHEREAS, the Parties have agreed that the City shall reimburse the Developer **Fifty percent (50%)** of the annual "net" incremental increase in real estate tax revenues derived from the Developer's Project for reimbursement of the Developer's Estimated TIF Eligible Project Costs as set forth in ***Exhibit "1"*** attached hereto. Such reimbursement shall commence with tax year 2016 payable 2017 real estate tax increment generated by the Project, and shall continue only for the current remaining life of the TIF District (tax year 2037 payable 2038), or upon the Developer's receipt of the maximum reimbursement amount of **One Hundred Fifteen Thousand Five Hundred Ninety Dollars and No Cents (\$115,590.00)** as set forth in ***Exhibit "1"*** attached hereto, whichever occurs first. These funds are to be allocated to and when collected shall be paid to the City treasurer for deposit in a separate account within the Special Tax Allocation Fund for the Kewanee Downtown TIF District designated as the **"Johnson Theaters, Inc. Special Account"** ("Special Account"). "Net" real estate tax increment is defined as real estate tax increment derived from the Developers's Project as previously described after a proportionate payment of administrative fees and costs and payments pursuant to TIF District intergovernmental agreements, if any.

WHEREAS, in consideration of the execution of this Agreement, the Developer is completing the Project as set forth in ***Exhibit "1"***; and

WHEREAS, the City is entering into this Agreement having encouraged and induced the Developer to proceed with the Project located on said Property.

AGREEMENTS

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

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.
4. The Developer shall complete the Project within sixteen (16) months from the date this Agreement is executed, subject to extension due to Force Majeure (defined below).
5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

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

C. INCENTIVES

In consideration for the Developer purchasing the Property and substantially completing the Wanee Theater Renovation Project as set forth herein, the City agrees to extend to the Developer the following incentives to assist the Developer’s Project:

1. The City shall reimburse the Developer **Fifty percent (50%)** of the annual “net” incremental increases in real estate tax generated over the base year by the Developer’s Project for the reimbursement of the Developer’s Eligible Project Costs (***Exhibit “1”***). Said reimbursements shall commence with the real estate tax increment derived from the real estate taxes assessed in year 2016 and paid in 2017, and continue for the current remaining life of the TIF District, which is tax year 2037 with final payment received in 2038, or until all TIF eligible project costs as described in ***Exhibit “1”*** are fully reimbursed, not to exceed a total of **One Hundred Fifteen Thousand Five Hundred Ninety Dollars and No Cents (\$115,590.00)**, whichever occurs

first. These funds are to be allocated to and when collected shall be paid to the City Treasurer for deposit in a separate account within the Special Tax Allocation Fund for the Kewanee Downtown TIF District designated as the “**Johnson Theaters, Inc. Special Account**” (the “Special Account”). All monies deposited into the Special Account shall be used exclusively by the City for the purposes set forth in this Agreement.

2. “Net” real estate tax increment is defined as increases in annual real estate tax increment derived from the Developer’s Project after payment of the proportionate amount of administrative fees and costs incurred by the City and payments pursuant to TIF District Intergovernmental Agreements, if any. The Developer’s proportionate amount is calculated by dividing the increment generated by the Developer’s Project by the total TIF District increment.
3. In the event the Developer sells or otherwise conveys the property, absent a written assignment that has been accepted by the City pursuant to *Section N* below, any reimbursements remaining to be paid to the Developer hereunder shall cease and this Agreement shall terminate.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. The Developer shall be reimbursed by the City for all Eligible Project Costs permitted by the Act (subject to a limitation of \$115,590.00) and as set forth in ***Exhibit “1”*** from the real estate tax increment generated by this Project located on the Property and deposited into the Special Account, but only for the term of the Agreement and only from the Property included in this Project and currently owned by the Developer at that location. The parties may add additional phases and eligible project in excess of the amount authorized by this Agreement upon mutual agreement.
2. It is not contemplated nor is the City obligated to use any of its proportionate share of the monies for any of the Developer’s Eligible Project Costs but, rather, the City shall use its sums for any purpose under the Act as it may in its sole discretion determine.
3. The Developer agrees to substantially complete the project, subject to Force Majeure, as defined below.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for TIF Eligible Project Costs as set forth by the Act, shall be made by a Requisition for Payment of Private Development Redevelopment Costs (***Exhibit “2”***, “Requisition”) submitted from time to time by the Developer to the City’s TIF Administrator Jacob & Klein, Ltd., with copy to The Economic Development Group, Ltd. (collectively, the “Administrator”), and subject to the Administrator’s approval of the costs and to the availability of funds in the Special Account.
2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors or professionals together with mechanic’s lien waivers (whether partial or full) from each of the parties entitled to a payment that is the subject of the Requisition as required by the City.
3. In order for the Developer to receive reimbursement of Eligible Project Costs for costs it has incurred in any year as set forth in *Paragraphs 1 and 2* above, the Developer must submit such proposed eligible costs to the City by March 1 of the following year. If there are no accumulated

outstanding costs previously submitted and approved by the City and if the Developer does not submit such proposed eligible costs by this deadline, the Developer will forfeit reimbursement of such costs from the prior year's real estate tax increment to be paid in the current year. Any approved eligible costs submitted after this deadline will be eligible for reimbursement from the next year's real estate increment receipts.

4. Any real estate increment not required to be paid to the Developer under the terms of *Paragraph 3* above shall be available to the City for any purpose set forth in the TIF Plan and allowed by the Act.
5. The Developer shall use such sums as reimbursement for Eligible Project Costs only to the extent permitted by law and the Act and may allocate such funds for any purpose for the terms of this Agreement or the term of the TIF District whichever is longer.
6. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.
7. All TIF Eligible Project Costs approved shall then be paid by the City from the Special Account to the Developer, or to others as directed by the Developer, pursuant to the Redevelopment Plan and as allowed by Illinois Law. The City shall pay such approved eligible Costs annually, provided the Developer has satisfied the terms of this Agreement and costs which exceed the amount available to pay the Developer shall carry forward, until paid, without further action of the Developer. Payment shall be made within forty-five (45) days after approval subject to the terms of this Agreement and after receipt of the increment generated by the Developer's Redevelopment Project from the County.
8. The Parties acknowledge that the determination of Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The City has no obligation to the Developer to attempt to modify those decisions but will assist the Developer in every respect as to obtaining approval of Eligible Project Costs.
9. The Developer may submit for prior approval by the City as Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer or its designee to provide to the City, as requested in writing, copies of all PAID real estate tax bills, annually, for the Property.
2. The failure of Developer to provide any information required herein after written notice from the City, and the continued failure to provide such information within (30) days after such notice, shall be considered a breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

G. REIMBURSEMENT OF THE DEVELOPER'S SHARE OF TAX OBJECTION REFUNDS

If a refund of tax increment (including any accrued statutory interest thereon) is potentially due from the City's TIF Fund as the result of any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom, concerning the potential reduction of assessed value of the Property, the City may at its sole discretion withhold the Developer's share of any such possible refund (including any accrued statutory interest thereon) from future reimbursements calculated to be paid to the Developer under this Agreement. Furthermore, the Developer is hereby obligated to provide written notice to the City within five (5) days of filing any such objection, assessment challenge or formal appeal to the PTAB or other such action, including any appeals therefrom, that could potentially reduce the assessed value of the Property. Failure to provide such notice shall be considered a breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer.

Any funds withheld by the City under this *Section G* shall be deposited by it into a separate interest bearing bank account. Upon final determination of the assessed value of the Property, the City shall pay to the Developer the principal amount due under this Agreement as recalculated. The City shall be entitled to retain any interest earned on the account as partial payment for the administration of the account due to the delay of the determination of the final evaluation and recalculation of the benefits due the Developer under this Agreement.

If it appears to the City that it will be unable to recover the Developer's share of any such refund (including any accrued statutory interest thereon) from the remaining future reimbursements due the Developer under this Agreement, the Developer shall reimburse the City for the Developer's remaining unpaid share of such refund within thirty (30) days upon receiving written demand of the same from the City.

Notwithstanding anything contained in this Agreement to the contrary, the obligations contained in this *Section G* shall remain in effect for the remaining life of the TIF District, whether the TIF District expires upon the current expiration of the Redevelopment Plan and Projects adopted by the City (tax year 2037 payable 2038); at an earlier time if the City passes an ordinance terminating the TIF District; or at a later time if the TIF District is legislatively extended. Furthermore, the obligations set forth in this *Section G* shall survive the expiration of the TIF District if a tax objection or other such action taken by the Developer is pending prior to the expiration of the TIF District and shall continue until final disposition of such action.

H. LIMITED OBLIGATION

The City's obligation hereunder to pay the Developer for Eligible Project Costs is a limited obligation to be paid solely from the Special Account. Said obligation does not now and shall never constitute an indebtedness of the City within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the City or a charge or lien against any City fund or require the City to utilize its taxing authority to fulfill the terms of this Agreement.

I. CITY PUBLIC PROJECTS

The City intends to use part or all of its share of the Project's real estate increment for other public projects within the TIF District or within contiguous TIF Districts as allowed by law. The City shall be eligible for reimbursement of the cost of doing so, as well as other eligible costs incurred by the City in the TIF District.

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

There shall be no obligation by the City to make any payments to any person other than the Developer, nor shall the City be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to the Developer for the Developer's Project.

K. COOPERATION OF THE PARTIES

1. The City and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Redevelopment Project. This includes without limitation the City assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, subsidy or additional funding which may be available from other governmental sources as the result of the Developer's or City's activities. This also includes without limitation the Developer assisting or sponsoring the City, or agreeing to jointly apply with the City, for any grant, award, or subsidy which may be available as the result of the City's or the Developer's activities.
2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.
3. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

L. DEFAULT; CURE; REMEDIES

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

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Redevelopment Agreement, it shall not be deemed to be in default under this Redevelopment

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

M. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete this Project within sixteen (16) months following the date of execution of this Agreement. Failure to do so shall be cause for the City to declare the Developer in default and unilaterally terminate this Agreement. However, the Developer and the City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the City (or the City's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or the City.

N. ASSIGNMENT

The rights (including, but not limited to, the right to payments contemplated by *Section C* of this Agreement) and obligations (or either of them) of the Developer under this Agreement shall be fully assignable by the Developer provided written notice is provided to the City and the City's consent is obtained prior to such assignment. The City's consent shall not be unreasonably withheld provided that the nature of the Project is not substantially changed, and further provided that the assignee is financially capable of fulfilling the obligations of the assignor. Any such assignment shall be subject to all the terms and conditions contained in this Agreement. Further, no such assignment shall be deemed to release the assignor of its obligations to the City under this Agreement unless the consent of the City to the release of the assignor's obligations is first obtained.

O. PREPAYMENTS

Should the annual incremental tax revenue generated by the Project be sufficient to pay all cost eligible expenses prior to the expiration of the term of the Agreement, the City may, in its sole discretion, elect to pay all then remaining payments in a single lump sum payment.

P. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing. No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

Q. SEVERABILITY

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

R. NOTICES

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

TO CITY:

City Clerk, City of Kewanee
401 E. Third Street
Kewanee, IL 61443
Telephone: (309) 852-2611
Fax: (309) 856-6001

TO DEVELOPER:

Johnson Theaters, Inc.
Attn: Oliver Johnson, President
106 South Main Street
Kewanee, IL 61443
Telephone: (309) 853-7479

With Copy to:

Jacob & Klein, Ltd.
The Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, IL 61704
Telephone: (309) 664-7777
Fax: (309) 664-7878

S. SUCCESSORS IN INTEREST

Subject to the provisions of *Section N*, above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

T. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

U. INDEMNIFICATION OF CITY

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the

Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

V. ENTIRE AGREEMENT

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

W. TITLES OF PARAGRAPHS

Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any provisions hereof.

X. WARRANTY OF SIGNATORIES

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

Y. TERM OF THE AGREEMENT

Notwithstanding anything contained herein to the contrary, this Agreement shall expire upon the first to occur of the current expiration of the Kewanee Downtown TIF District, tax year 2037 payable 2038, or upon the Developer receiving all incentives included herein. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, or upon default by the Developer of this Agreement.

[The remainder of this page is intentionally left blank]

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

CITY

Kewanee, Illinois, a Municipal Corporation

BY: _____
Mayor, City of Kewanee

ATTEST:

City Clerk, City of Kewanee

DEVELOPER

Johnson Theaters, Inc., an Illinois Corporation

BY: _____

NAME: _____

TITLE: _____

H:\KEWANEE\TIF VI Downtown\Agreements\Johnson Theaters (Wanee Theater)\Kewanee Downtown TIF_Johnson Theaters Inc_50%
RDA_3 August 2016.wpd

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

Wanee Theater Renovation Project
Kewanee Downtown TIF District in the City of Kewanee, Henry County, Illinois

Project Description: The Developer owns the Property and is proceeding with plans to renovate and rehabilitate the movie theater located thereon.

Street Location: 106 South Main Street, Kewanee, Illinois

PIN#: 20-33-257-002

Estimated TIF Eligible Project Costs:

Rehabilitation and Renovation of Existing Buildings \$115,590

Total *Estimated* TIF Eligible Project Costs* \$115,590

*The City's reimbursement of Eligible Project Costs to the Developer shall not exceed \$115,590, as set forth in this Redevelopment Agreement.

EXHIBIT 2

CITY OF KEWANEE, ILLINOIS KEWANEE DOWNTOWN TAX INCREMENT FINANCING DISTRICT

PRIVATE PROJECT REQUEST FOR REIMBURSEMENT BY JOHNSON THEATERS, INC.

Date_____

Attention: City TIF Administrator, City of Kewanee, Illinois

Re: TIF Redevelopment Agreement, dated August _____, 2016
by and between the City of Kewanee, Illinois, and
Johnson Theaters, Inc. (the "Developer")

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

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: Johnson Theaters, Inc.
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in ***Exhibit "1"***

of the Redevelopment Agreement.

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

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

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

BY: _____ (Developer)

TITLE: _____

APPROVED BY CITY OF KEWANEE, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

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

BY: _____

TITLE: _____ DATE: _____

**TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

CITY OF KEWANEE, HENRY COUNTY, ILLINOIS

and

**JOHNSON THEATERS, INC.
(WANEE THEATER PROJECT)**

KEWANEE DOWNTOWN TAX INCREMENT FINANCING DISTRICT

AUGUST _____, 2016

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF KEWANEE
AND
JOHNSON THEATERS, INC.
(WANEE THEATER PROJECT)**

KEWANEE DOWNTOWN TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this ____th day of August, 2016, by the **City of Kewanee** (the “City”), an Illinois Municipal Corporation, Henry County, Illinois, and **Johnson Theaters, Inc., an Illinois Corporation** (the “Developer”).

PREAMBLE

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

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

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

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

WHEREAS, one such property is owned by the Developer and located at 106 South Main Street, Kewanee, Illinois, currently PIN # 20-33-257-002 (the “Property”) and said Property is in need of development and integral to the development of the TIF District; and

WHEREAS, the Developer has acquired said Property and is proceeding with plans to renovate and rehabilitate the existing movie theater located thereon (the “Project”) based upon incentives made available by the City; and

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

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

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

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

WHEREAS, the City and the Developer (the “Parties”) have agreed that the City shall provide a forgivable loan to the Developer for the reimbursement of the Developer’s TIF Eligible Project Costs (*Exhibit 2, “Promissory Note”*) of an amount not to exceed **Ten Thousand and No/100 Dollars (\$10,000.00)** to be paid from the Kewanee Downtown TIF District Special Tax Allocation Fund as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer’s TIF Eligible Project Costs under this Agreement exceed **Ten Thousand Dollars and No Cents (\$10,000.00)**; and

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

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

AGREEMENTS

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

A. PRELIMINARY STATEMENTS

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

such 30-day period and continues to diligently prosecute the same to completion.

4. The Developer shall complete the Project within sixteen (16) months from the date this Agreement is executed, subject to extension due to Force Majeure (defined below).
5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

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

C. INCENTIVES

In consideration for the Developer completing the Wanee Theater Renovation Project, the City agrees to extend to Developer the following incentives to assist Developer’s Project:

1. The City agrees to loan to the Developer (also, the “Borrower”) by separate Promissory Note (attached hereto as ***Exhibit “2”***) the sum of **Ten Thousand Dollars (\$10,000.00)** from the Kewanee Downtown TIF District Special Tax Allocation Fund for TIF Eligible Project Costs incurred as a result of the Developer’s Project. The terms and conditions for the Loan shall be as follows:
 - a. The full Loan amount of \$10,000.00 shall be paid to the Developer from the Kewanee Downtown TIF District Special Tax Allocation Fund within thirty (30) days following the execution of this Agreement, or upon verification of a minimum of \$10,000 of TIF Eligible Project Costs pursuant to *Section E* below, whichever occurs later.
 - b. A separate Promissory Note is attached as ***Exhibit “2”***.
 - c. The interest rate for the Loan shall be Three Percent (3%) per annum, and shall begin to accrue on the date the Loan funds are dispersed to the Developer.
 - d. The term of the Loan shall expire on August 30, 2021.
 - e. One-fifth (1/5) of the principal of the Loan amount, plus any accrued interest thereon, shall be forgiven annually by the City commencing August 30, 2017 and continuing on April 30th of each year thereafter for the term of the Loan, provided the Developer has been at all times in full compliance with every term of this Agreement, including the following:
 - i. The Developer agrees to continually operate a theater named the Wanee Theater located on the Property.

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

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. In no event, shall the maximum cumulative reimbursements for the Developer's TIF Eligible Project Costs pursuant to *Section C(1)* above exceed Ten Thousand Dollars and No Cents (\$10,000.00) as set forth herein.
2. It is not contemplated that, nor is the City obligated, to use any of its proportionate share of the monies generated by this Project for any of Developer's Eligible Project Costs, but rather the City shall use such sums for any purpose under the Act as it may in its sole discretion determine.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

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

allowed by the Act.

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

F. VERIFICATION OF TAX INCREMENT

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

G. LIMITED OBLIGATION

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

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

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

I. COOPERATION OF THE PARTIES

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

J. DEFAULT; CURE; REMEDIES

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

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

K. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete the Project within sixteen (16) months following the execution of this Agreement. Failure to do so shall be cause for the City to declare the Developer in default and unilaterally terminate the Agreement. However, the Developer and the City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the City (or the City's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or the City.

L. ASSIGNMENT

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

M. WAIVER

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

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

N. SEVERABILITY

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

O. NOTICES

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

To Developer:

Johnson Theaters, Inc.
c/o Oliver Johnson, President
106 South. Main Street
Kewanee, Illinois 61443

To City:

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

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

P. SUCCESSORS IN INTEREST

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

Q. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

R. INDEMNIFICATION OF City

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

S. ENTIRE AGREEMENT

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

T. WARRANTY OF SIGNATORIES

The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity

in which they are signing on behalf of.

U. TERM OF THE AGREEMENT

This Agreement shall expire on August 30, 2021. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings or upon any other default by the Developer of this Agreement.

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

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

By: _____
Mayor

ATTEST:

City Clerk

**DEVELOPER:
JOHNSON THEATERS, INC., an
Illinois Corporation.**

By: _____

Name: _____

Title: _____

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**JOHNSON THEATERS, INC.
“Wanee Theater Renovation Project”**

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

Project Description: Developer has acquired the Property and is proceeding with plans to
renovate and rehabilitate the existing movie theater located thereon.

Location: 106 South. Main Street, Kewanee, Illinois

Parcel Number: 20-33-257-002

Estimated TIF Eligible Project Costs:

Rehabilitation and Renovation Costs \$115,590

Total *Estimated* Eligible Project Costs \$115,590

*The Developer’s total reimbursement of TIF Eligible Project Costs under *Section C* of the Agreement shall not exceed **\$10,000.00**.

EXHIBIT 2

PROMISSORY NOTE

PROMISSORY NOTE

FOR VALUE RECEIVED, JOHNSON THEATERS, INC., an Illinois Corporation (the "Borrower"), promises to pay the City of Kewanee, Henry County, Illinois, an Illinois Municipal Corporation ("Lender") the principal sum of Ten Thousand Dollars (\$10,000.00) with interest accruing on the unpaid principal at the rate of three percent (3%) per annum. The aforementioned principal sum represents monies loaned by the Lender to the Borrower for the reimbursement of Borrower's TIF Eligible Project Costs, specifically redevelopment project costs, incurred as a result of a Redevelopment Project located at 106 South. Main Street, Kewanee, Illinois (PIN # 20-33-257-002) (the "Property"), within the Redevelopment Project Area and that is the subject of a Tax Increment Financing District Redevelopment Agreement between the City of Kewanee and Johnson Theaters, Inc. (the "Redevelopment Agreement") entered into the _____th day of August, 2016.

The term of this Promissory Note shall commence on the date the Redevelopment Agreement is executed between the Borrower and the Lender and end on August 30, 2021.

Provided that the Borrower is at all times in compliance with the Redevelopment Agreement and this Promissory Note, One-Fifth (1/5) of the principal balance of \$10,000.00, plus any accrued interest thereon, shall be forgiven by the Lender each year during the term of this Promissory Note, with the first date of forgiveness being August 30, 2017 and continuing on August 30th each year thereafter for the term of this Promissory Note. Provided that the Borrower does not Default or otherwise breach this Promissory Note or the Redevelopment Agreement, the full principal amount of this Promissory Note, plus any accrued interest thereon, shall be forgiven on the expiration of this Promissory Note.

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

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

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

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

BORROWER:

JOHNSON THEATERS, INC.

BY:_____

NAME:_____

TITLE:_____

LENDER:

CITY OF KEWANEE

BY:_____

Mayor, City of Kewanee

ATTEST:_____

City Clerk, City of Kewanee

DATE:_____

EXHIBIT 3

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

**PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY
JOHNSON THEATERS, INC.
(WANEE THEATER PROJECT)**

Date _____

Attention: City TIF Administrator, City of Kewanee, Illinois

Re: TIF Redevelopment Agreement, dated August _____, 2016
by and between the City of Kewanee, Illinois, and Johnson Theaters, Inc. (the "Developer")

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

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: Johnson Theaters, Inc.
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in ***Exhibit "1"*** of the Redevelopment Agreement.

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

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

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

BY: _____ (Developer)

TITLE: _____

CITY OF KEWANEE, ILLINOIS


BY: _____

TITLE: _____ DATE: _____

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

BY: _____

TITLE: _____ DATE: _____

		CITY OF KEWANEE CITY COUNCIL AGENDA ITEM	
MEETING DATE		September 12, 2016	
RESOLUTION OR ORDINANCE NUMBER		Resolution #4999	
AGENDA TITLE		A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A PUBLIC SERVICE AGREEMENT WITH THE CHAMBER OF COMMERCE FOR ECONOMIC DEVELOPMENT SERVICES	
REQUESTING DEPARTMENT		Administration	
PRESENTER		Gary Bradley, City Manager	
FISCAL INFORMATION		Cost as recommended:	\$8,400
		Budget Line Item:	01-65-518 & 02-61-913
		Balance Available	\$8,400
		New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE		To establish a well defined relationship with the Kewanee Chamber of Commerce in regards to Economic Development activities	
BACKGROUND		As noted at the City Council meeting on August 22, 2016, the City has a number of loosely defined or even undefined relationships with organizations that can assist in improving our economic climate. The Chamber of Commerce is one such entity. The proposed agreement helps to better define the nature of that relationship and establish expectations.	
SPECIAL NOTES		N/A	

ANALYSIS	<p>Recommendation #4 of the City's adopted Economic Development Plan is to establish well defined relationships with Economic Development partners in the community/region.</p> <p>The proposed agreement would define the role of the Chamber of Commerce in exchange for the payments historically made to the Chamber. The Chamber has been provided a copy of the agreement for their review and expressed no concerns with the agreement. .</p>
PUBLIC INFORMATION PROCESS	This item was discussed publicly at the City Council meeting on August 22, 2016.
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends adoption.
REFERENCE DOCUMENTS ATTACHED	Proposed Public Service Agreement.

RESOLUTION NO. 4999

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A PUBLIC SERVICE AGREEMENT WITH THE CHAMBER OF COMMERCE FOR ECONOMIC DEVELOPMENT SERVICES

WHEREAS, the City recognizes the need for continued economic development within the community and wishes to provide for a coordinated effort to encourage, promote, and foster the economic development of the community; and

WHEREAS, Chambers of Commerce, in addition to their other community activities and functions, have traditionally been called upon to actively promote business development and economic growth within communities for the purpose of job creation and retention and expansion of existing businesses and the local tax base; and

WHEREAS, one of the recommendations of the City's economic development plan is to establish well defined relationships with economic development partners in the community/region.

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

Section 1 The City Manager is hereby authorized to execute the attached Public Service Agreement with the Chamber of Commerce.

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 12th day of September 2016.

ATTEST:

Melinda Edwards, City Clerk

Steve Looney, Mayor

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

AGREEMENT BETWEEN THE CITY OF KEWANEE

AND

KEWANEE CHAMBER OF COMMERCE

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, between the City of Kewanee, Illinois, (hereinafter "the City") and the Kewanee Chamber of Commerce (hereinafter "the Chamber").

W I T N E S S E T H:

WHEREAS, the City recognizes the need for continued economic development within the community and wishes to provide for a coordinated effort to encourage, promote, and foster the economic development of the community; and

WHEREAS, the Chambers of Commerce, in addition to their other community activities and functions, have traditionally been called upon to actively promote business development and economic growth within communities for the purpose of job creation and retention and expansion of existing businesses and the local tax base; and

WHEREAS, it is the desire of the parties that the entities involved in furthering the economic well being of the community maintain their historic roles in that regard while combining their efforts for enhanced accomplishment in the area of economic development; and

WHEREAS, the parties agree that the goals of the City and the implementation of the recently adopted economic development plan can best be accomplished through cooperation of the parties as outlined herein:

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to each of the parties hereto, as well as to the public good of all the citizens of Kewanee, the parties have agreed and do hereby agree as follows:

1. THE CHAMBER WILL:

A. Provide qualified and competent staff and volunteers to assist with the development and implementation of the City's Business Retention and Expansion Program, the development and dissemination of marketing materials to assist in the recruitment of new businesses and the promotion of economic development programs, including but not limited to the gathering and dissemination of information, research, promotional programs, and publications to individuals and business prospects wishing to locate in Kewanee.

B. Indemnify the City and hold it harmless from any and all claims, suits, demands and causes of action resulting from the acts or failure to act of any agent, servant or employee of the Chamber, or any other person pursuant to this Agreement. Be responsible for the operation of the programs carried out under the terms of this agreement. The Chamber Director or the Chamber's designate shall be responsible for the day-to-day operations of economic development activities and the general supervision and management of the business affairs under this Agreement.

C. Provide a semi-annual report and presentation to the City showing the activity of the Chamber hereunder in support of the City's Economic Development efforts. The report need not be lengthy, but should be specific as to the tasks accomplished.

D. Operate additional programs hereunder for the general public good and for the promotion of business, industry and trade within the City as has traditionally been the Chamber's role, including but not limited to the

annual Independence Day Fireworks Display, cleanup of the downtown area, and assistance with or provision of special events and festivals.

THE CITY WILL compensate the Chamber for services rendered pursuant to this Agreement in the sum of \$8,640, such funds to be expended only under the terms, conditions and restrictions and for the purposes specifically set forth in this agreement. Payments shall be conditioned upon the City's timely receipt of these reports of the Chamber set forth above.

THE CITY AND CHAMBER JOINTLY AGREE:

A. That all persons working for the Chamber under this Agreement shall be employees of the Chamber or volunteers, subject to its exclusive management and control, and shall in no way be considered employees of the City; and that any liability which might arise under the Worker's Compensation Law of the State of Illinois due to any injury of any employee or volunteer of the Chamber shall be the sole liability of the Chamber.

B. That this contract is not assignable.

C. That this Agreement shall continue in force and the payments hereunder shall continue until either a new agreement is approved or until the City Council votes to terminate the existing agreement. Payments shall not terminate nor services cease without 90 days notice to the other party.

WITNESS OUR HANDS THIS ____ DAY OF _____, 2016.

THE CITY OF KEWANEE, ILLINOIS
A MUNICIPAL CORPORATION

BY _____
Gary Bradley, City Manager

KEWANEE CHAMBER OF COMMERCE
A NON-PROFIT CORPORATION

BY _____
Mark Mikenas, Executive Vice President

		CITY OF KEWANEE CITY COUNCIL AGENDA ITEM	
MEETING DATE		September 12, 2016	
RESOLUTION OR ORDINANCE NUMBER		Resolution #5000	
AGENDA TITLE		A RESOLUTION ESTABLISHING GUIDELINES FOR THE USE OF INCENTIVES FOR COMMUNITY AND ECONOMIC DEVELOPMENT AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.	
REQUESTING DEPARTMENT		Administration	
PRESENTER		Gary Bradley, City Manager	
FISCAL INFORMATION		Cost as recommended:	TBD
		Budget Line Item:	Varied
		Balance Available	N/A
		New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE		Establish Incentive Policies and Guidelines	
BACKGROUND		<p>Both the Economic Development and Community Development Plans contain a recommendation to establish incentives for Economic and/or Community Development. The first set of programs was provided for your review at the last meeting. Staff received no comments or concerns regarding changes to the guidelines as drafted, or regarding additional programs that should be considered. Staff will continue to work on guidelines for additional programs in the coming months. When complete, the available programs provided to the community will not only serve as a model for the region and the state, but truly help to spur development and redevelopment in the community.</p>	

Item E

SPECIAL NOTES	A list of additional programs and a brief explanation of each will be provided to you soon so that the Council can provide feedback regarding their preference for the order of adoption for future programs.
ANALYSIS	N/A
PUBLIC INFORMATION PROCESS	These programs were discussed publicly at the City Council meeting on August 22, 2016.
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	N/A
REFERENCE DOCUMENTS ATTACHED	N/A

ORDINANCE NO. 3846

AN ORDINANCE AMENDING CHAPTER 37 FINANCE AND REVENUE, OF TITLE III ADMINISTRATION, OF THE KEWANEE CITY CODE, AND DECLARING THAT THIS ORDINANCE SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, On March 10, 2014 the City Council adopted Ordinance 3757 establishing an Economic Development Incentive Policy for the City of Kewanee; and

WHEREAS, The City Council wishes to amend that policy to include goals and objectives from the City's Economic Development Plan, more easily provide for the addition of other incentive programs, and implement an approach that more clearly defines available incentive programs.

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

Section 1 Chapter 37 "Finance and Revenue", of Title III, "Administration", of the Kewanee City Code shall be, and hereby is, amended by inserting new language shown as underlined (sample) below and deleting text shown as strikethrough (~~sample~~) below.

"§37.30 POLICY FOR ECONOMIC DEVELOPMENT INCENTIVES.

The City of Kewanee recognizes that it is necessary for the public purposes of development, redevelopment, diversification of the economy and commerce, and relief from conditions of unemployment and underemployment, to have a policy to stimulate business and commercial activity in the community. In order to implement these public purposes the City, under the authority of 65 ILCS 5/8-1-2.5 hereby establishes an Economic Development Incentive program. The City may agree to offer incentives to a developer, business or property owner for a specific project at a given location. ~~that results in private funding, private investment, and retention/creation of employment.~~

§37.31 GOALS FOR ECONOMIC DEVELOPMENT INCENTIVES.

Shown below are the goals of the Economic Development Incentive program. No project shall be eligible unless the project directly and materially serves one or more of the goals of the program. However, compliance with one or more program goals does not assure participation in the program, with the City ~~Council~~ reserving all rights and discretion to ~~enter into Economic Development Incentive agreements provide incentives or assistance.~~

(A) ~~Employment. Retention of existing jobs, creation of new jobs and training of employees necessary to retain and create jobs, shall be individually or severally present in any project eligible for incentives.~~ Encourage development or redevelopment that would not occur without public efforts.

(B) ~~Tax Base. Retention or increase of the retail sales tax base and/or the Equalized Assessed Valuation of property shall be present in any project eligible for incentives.~~ Address blighted and economically obsolete areas.

(C) ~~Public Good. The incentives' benefit to the community shall equal, or exceed, the incentive cost.~~ Create and retain jobs, income, and economic activity.

~~(D) Revitalize and Diversify. Priority shall be given to projects that redevelop existing vacant facilities and land sites, or that promote diversity and a mix of business and industry sectors. Diversify and expand the tax base, which mitigates economic risk and provides funding for services to the community.~~

~~(E) Necessity. The private investment in the project would not occur in the community but for the incentives. Facilitate infrastructure improvements for which no other funding source is available.~~

~~(F) Reverse or slow the long-term trend of population loss in the community.~~

~~(G) Revitalization of neighborhoods, downtown, and key commercial corridors.~~

~~(H) Encourage private investment.~~

~~(I) Complete infrastructure improvements which support commercial, industrial, and residential development and redevelopment.~~

~~(J) Reduce vacancy rates in existing buildings and develop underutilized properties to their highest and best use.~~

~~(K) Provide a higher quality of life for City residents, with better services and resources.~~

§37.32 INCENTIVES.

An incentive is any inducement or assistance by the City offered to an ~~investor~~ **applicant** to pursue a project that meets the goals and related criteria of this section of the City Code, as determined by the City Council. Said incentive(s) shall be defined in detail in the City's Incentive Guidelines, detailing the assistance offered, purpose, authorization, eligibility criteria, eligible uses, eligibility areas (if applicable), program description, funding sources, application and approval procedures, reporting procedures, and other pertinent information. All economic development incentive programs in existence as of the effective date of this ordinance including: low interest loans with possibility of incremental loan forgiveness for meeting periodic investment and employment benchmarks, reimbursement agreements, tax abatements or exemptions, and no cost, or reduced value, of land or buildings for sale or lease by the City, remain in effect. Such incentive guidelines shall be adopted by resolution of the City Council and updated through resolution to provide for the addition or removal of incentive programs. ~~contained in an "Incentive Agreement" which shall be those documents mutually agreed to and executed by the City and the investor specifying the types of incentives and terms of delivery. Said Incentive Agreement is subject to limitations imposed by funding as appropriated and budgeted by the Kewanee City Council. This may include, but not be limited to:~~

~~(A) Low interest loan with possibility of incremental loan forgiveness for meeting periodic investment and employment benchmarks.~~

~~(B) Reimbursements.~~

~~(C) Tax abatements, reimbursements or exemptions.~~

~~(D) No cost, or reduced value, of land or buildings for sale or lease by the City.~~

§37.33 EVALUATION OF ECONOMIC DEVELOPMENT INCENTIVE PROJECTS.

(A) Comparison to Economic Development Incentive criteria.

Each project application shall be compared to the goals and criteria contained in this section to ensure substantial compliance with said goals and criteria prior to the approval of incentives and execution of award documents. ~~execution of an Incentive Agreement.~~

~~(B) Cost/Benefit Analysis.~~

~~The projected cost in terms of public funds committed to the project shall be compared to the projected public benefits of the project. Said project shall be funded only if the public benefits from the project are projected to exceed the public funds cost of the project. Public benefits are considered to be net increase in employment, payroll, sales tax, property valuation, or economic impact resulting from increased economic activity related to said project.~~

~~(C) Tax Base Analysis.~~

~~The net change in sales tax base and property tax base shall be projected for all project applications. Projections may also include State of Illinois income tax base, in the event project is large enough to influence said income tax base. This tax base analysis shall be used in the Cost/Benefit Analysis described in sub-section §37.33 (B).~~

~~(D) Impact on City Services.~~

~~The effects a given project is projected to have on City Services shall be compiled as a part of the review of any project application. City Services are Police, Fire, Streets, Water, Sanitary Sewer, Storm Sewer, Schools, Parks and any other pertinent service normally provided by a governmental entity. This City Services analysis shall be used in the Cost/Benefit Analysis described in sub-section §37.33 (B). Said City Services analysis will also be used independent of cost in the event the project has unique qualities not normally arising from a business development.~~

~~(E) Existing Business Impact.~~

~~The effects of a given project is projected to have on existing businesses shall be prepared. Said existing business analysis shall be used in the Cost/Benefit Analysis described in sub-section §37.33 (B). Said existing business analysis will also be used to help determine the necessity of providing incentives when it is shown the project will have an overall neutral or negative effect on existing business activity.~~

~~(F) But For Analysis.~~

~~A determination of whether the project will proceed if the incentive is not provided.~~

~~(H)~~ (B) Specific Criteria.

(1) The project shall directly serve one or more of the goals stated in sub-section §37.31.

(2) The ~~investor applicant~~ requesting an Incentive Agreement shall provide, at their sole expense, sufficient documentation on the proposed project and agree to furnish good faith estimates for information required for staff and the City Council to evaluate the application, which may include ~~on~~ projected job retention/creation, projected assessed valuation, projected sales tax, historical and current financial data and other information needed to evaluate the project.

(3) Where applicable, the investor applicant shall agree to annual monitoring of the project progress by the City and shall provide the City information reasonably related thereto as provided for in ~~the Incentive Agreement.~~ any incentive or award documents.

(4) ~~All Incentive Agreements~~ Any incentive or award documents shall contain terms related to reversion of some, or all, of prior incentive payments back to the City in the event of breach of the agreement by the investor applicant.

(5) Projects shall be wholly within the corporate limits of the City of Kewanee.

(6) Illinois Prevailing Wage Act will apply where required by law ~~to all projects.~~

(7) Projects shall be investments of new funds. Refinancing of existing debt shall not be permitted as a part of the project.

~~(8) The investor must have a minimum of ten percent equity invested in the project.~~

~~(9) The investor must have one or more commercial lender(s) as participants in the project. The extent of participation by the commercial lender(s) shall be not less than 50% of total project funding.~~

~~(10) All jobs created or retained shall be located within the City of Kewanee.~~

~~(11) Minimum private project investment shall be \$100,000 with at least 50% of the project funds devoted to property acquisition, renovation, improvement, or purchase of durable equipment.~~

~~(12) (8) Value of incentives offered shall be as contained in the Incentive Agreement or award documents.~~

§37.34 Performance and Monitoring Standards.

Where applicable, ~~Each~~ any Incentive Agreement or award documents shall contain performance and monitoring standards. Said performance and monitoring standards as determined to be required during the evaluation process or as a part of the incentive program itself. and contained in an executed Incentive Agreement. Performance standards shall be used to gauge the effectiveness of the Economic Development Incentive Program and shall also be the basis for recovery of, or reversion of, prior incentives in the event of failure to achieve the performance benchmarks in ~~the and~~ Incentive Agreements or award documents. Monitoring shall include mandatory submission of data and documents by the investor to allow periodic evaluation of the project as contained in ~~the any~~ Incentive Agreement or award documents.”

Section 2 All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3 This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.


Passed by the Council of the City of Kewanee, Illinois this 12th day of September, 2016.

ATTEST:

Melinda Edwards, City Clerk

Steve Looney, Mayor

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

 <div style="text-align: center;"> CITY OF KEWANEE CITY COUNCIL AGENDA ITEM </div>		
MEETING DATE	September 12, 2016	
RESOLUTION OR ORDINANCE NUMBER	Resolution #5000	
AGENDA TITLE	A RESOLUTION ESTABLISHING GUIDELINES FOR THE USE OF INCENTIVES FOR COMMUNITY AND ECONOMIC DEVELOPMENT AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Gary Bradley, City Manager	
FISCAL INFORMATION	Cost as recommended:	TBD
	Budget Line Item:	Varied
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Establish Incentive Policies and Guidelines	
BACKGROUND	<p>Both the Economic Development and Community Development Plans contain a recommendation to establish incentives for Economic and/or Community Development. The first set of programs was provided for your review at the last meeting. Staff received no comments or concerns regarding changes to the guidelines as drafted, or regarding additional programs that should be considered. Staff will continue to work on guidelines for additional programs in the coming months. When complete, the available programs provided to the community will not only serve as a model for the region and the state, but truly help to spur development and redevelopment in the community.</p>	

Item E

SPECIAL NOTES	A list of additional programs and a brief explanation of each will be provided to you soon so that the Council can provide feedback regarding their preference for the order of adoption for future programs.
ANALYSIS	N/A
PUBLIC INFORMATION PROCESS	These programs were discussed publicly at the City Council meeting on August 22, 2016.
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	N/A
REFERENCE DOCUMENTS ATTACHED	N/A

RESOLUTION NO. 5000

A RESOLUTION ESTABLISHING GUIDELINES FOR THE USE OF INCENTIVES FOR COMMUNITY AND ECONOMIC DEVELOPMENT AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, “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” was among the City Council’s goals adopted on October 26, 2015; and

WHEREAS, a portion of the City’s mission is to provide professional municipal management in the areas of community and economic development as well as the stewardship of public funds; and

WHEREAS, both community and economic development were identified as priorities by respondents to the City’s residential survey in 2016; and

WHEREAS, both the community and economic development plans contain recommendations to establish incentive programs that work to meet the goals identified therein; and

WHEREAS, having clearly defined guidelines for the use of incentives helps to provide potential beneficiaries with an understanding of what incentives might be available early in the development or redevelopment process, thereby helping to stimulate both activities; and

WHEREAS, having clearly defined guidelines helps to remove confusion regarding eligibility, authorization, sources of funding, application and approval processes, reporting requirements, and other information about incentive programs.

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

Section 1 The attached Economic and Community Development Incentive Guidelines are hereby adopted.

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 12th day of September, 2016.

ATTEST:

Melinda Edwards, City Clerk

Steve Looney, Mayor

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

ACKNOWLEDGEMENTS

In 2016, the City of Kewanee formed the Economic Development Planning Committee and Community Development/Neighborhood Revitalization Planning Committee to establish a comprehensive approach to community and economic development planning. The planning committees developed plans that were formally adopted by the City of Kewanee on August 8th, 2016.

Kewanee Community Development/ Neighborhood Revitalization Planning Committee:

Sue Sagmoen
Mary Jo Gibson
Carrie Boelens
Sam Rux
Ray Jacobs
William Jordan
Suzanne Burkhart

Kewanee Economic Development Planning Committee

Kathy Albert
Pat Sullivan
Diane Packee
Mark Rewerts
Shane Kazubowski
Lisa Rashid
Dan Kuffel
Lynn Sutton

Recognizing the impact that financial incentives can have in both community and economic development, each plan adopted contained within it a specific recommendation for the development and implementation of guidelines governing the use of incentives. These guidelines are intended to serve as a “one stop shop” for the availability and applicability of incentive programs provided by or supported by the City of Kewanee for current or future residents and businesses in the community or eligible areas. They are intended to be a living document, amended as may be necessary and proper to add or remove incentive programs, and update their use, eligibility requirements, reporting requirements, or other pertinent information.

Incentive Guidelines

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Redevelopment Programs

Redevelopment Projects

Tax Increment Financing (TIF)

Brownfield Assessment Program

Redevelopment Programs

TAX INCREMENT FINANCING (TIF)

PURPOSE

Tax Increment Financing (TIF) is a tool which pledges future gains in taxes to finance the current improvements which will result in those gains. TIF is designed to channel funding toward improvements in areas where development/redevelopment may not otherwise occur.

AUTHORIZATION

65 ILCS 5/Art 11 Div 74.4 et seq. and any amendments thereto, known as the Tax Increment Allocation Redevelopment Act (The "Act").

ELIGIBLE AREAS

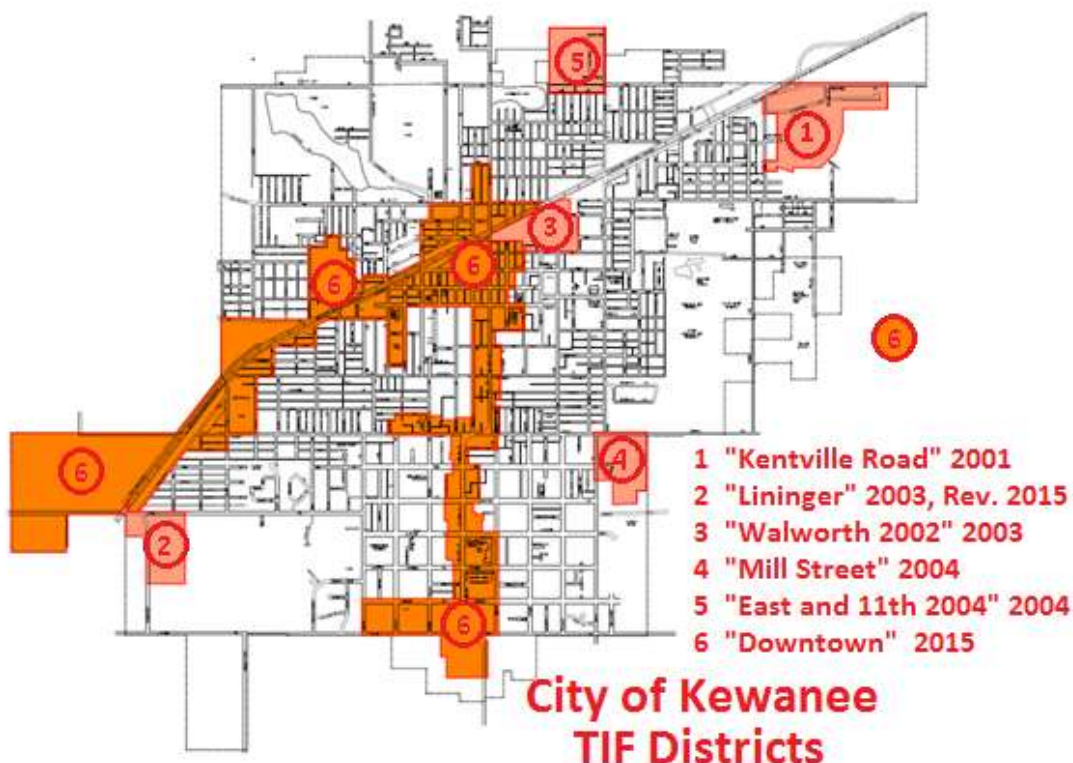
In Illinois, a TIF project must be located within a "TIF District" which may be established by a city due to (1) Blighted Conditions; (2) Conservation Conditions; and (3) Industrial Park Conservation Conditions.

The City of Kewanee has adopted six(6) TIF plans in the past, each with active TIF areas that are eligible for the use of tax increment financing.

HOW THE PROGRAM WORKS

When an area is developed or redeveloped, there is an increase in the value of the property. The increased site value and investment creates more taxable property, which increases tax revenues. The increased tax revenues are the "tax increment." TIFs pledge all or a portion of the future increased revenue for repayment of eligible costs associated with the improvements.

Tax Increment Financing does not result in increased property tax rates or special purpose assessments. Projects utilizing Tax Increment Financing revenues may be funded by the use of special obligation bonds, general obligation bonds (Full Faith and Credit Bonds), or on a pay as you go basis.



Redevelopment Programs

ELIGIBLE USES

Permissible redevelopment project costs or expenses include but are not limited to:

- Acquisition, demolition, clearance and other land assembly and site preparation activities.
- Relocation assistance
- Professional services such as architectural, engineering, legal, property marketing and financial planning
- Financing costs, including interest assistance
- Area-wide public infrastructure improvements such as road and sidewalk repairs, utility upgrades, water and sewer projects.
- Rehabilitation or renovation of existing public or private buildings.
- Correction or mitigation of environmental problems and concerns.
- Job training, workforce readiness, and other related educational programs.
- Incentives to retain or attract private development.
- Marketing

Redevelopment project costs shall not include costs incurred in connection with the construction of buildings or other structures to be owned by or leased to a Developer, except for multi-level parking facilities.

FUNDING

The City may use proceeds of special obligation bonds or full faith and credit tax increment bonds to finance the undertaking of a redevelopment project. The maximum maturity of any such special obligation bonds or full faith and credit tax increment bonds shall be 23 years. The City may also issue revenue bonds, or private activity bonds to benefit a Developer located within a redevelopment district.

Special Obligation Bonds:

The City may issue special obligation bonds to finance permissible expenses of a redevelopment project. Principle and interest on such bonds may be payable:

1. From tax increments allocated to, and paid into a special fund of the City;
2. From revenues of the City derived from or held in connection with the undertaking and carrying out of any redevelopment project;
3. From private sources, contributions, or other financial assistance from the state or federal government;
4. From any combination of these methods.

Special obligation bonds are not general obligations of the City, nor in any event shall they give rise to a charge against its general credit or taxing powers or be payable out of any funds or properties other than those sources set forth above. Should the annual increment fall short of the amount necessary to pay the principal and interest of the special obligation bonds issued under this policy, the remaining amount payable is the responsibility of the applicant, not the City.

Full Faith and Credit Bonds

The City may also issue full faith and credit bonds to finance a redevelopment project. These bonds are payable, both as to principal and interest:

1. From the revenue sources identified for special obligation bonds; and
2. From a pledge of the City's full faith and credit to use its ad valorem taxing authority for repayment thereof in the event all other authorized sources or revenue are not sufficient.

Except in extraordinary circumstances in the sole discretion of the Governing Body, the proceeds of full faith and credit tax increment bonds shall only be used to pay for public improvements or public projects which would otherwise be eligible to be paid for with the proceeds of City general obligation bonds.

Redevelopment Programs

Pay as You Go

TIF can also be used to reimburse a Developer for eligible redevelopment project plan costs on a “Pay as You Go” basis as opposed to issuing bonds. Under this method, the City may agree to reimburse the Developer for eligible redevelopment project costs over a period of time not to exceed twenty-three (23) years from the date of redevelopment project plan approval in accordance with the terms set forth in the Redevelopment Agreement. The reimbursement amount is paid solely from all or a portion of the tax increment, and the Developer takes the risk that the portion of the increment pledged for reimbursement will be insufficient to retire the eligible redevelopment project costs.

APPLICATION PROCEDURE (Existing)

For application within an existing TIF District, applications are available at City Hall, on the City’s website, or through the Chamber of Commerce and the Kewanee Economic Development Corporation. Applications consist of Developer Information, Project Information, Project Costs, and required disclaimers and declarations.

Upon completion of the application form, the information is submitted to the City’s contracted TIF Administrator/TIF Counsel for their review and the drafting of a TIF Redevelopment Agreement. The redevelopment agreement is then placed on the City Council agenda for consideration by the governing body.

APPROVAL PROCEDURE (Existing)

The City has proactively adopted six (6) TIF Districts. Properties within the six redevelopment project areas are eligible for the use of Tax Increment Financing, using an application and approval process that is considerably easier to navigate than would be

required for the establishment of a new Tax Increment Financing Plan.

The general objectives of the City in granting TIF for economic development are:

1. Promote, stimulate and develop the general and economic welfare of the State of Illinois and the City;
2. Promote the general welfare of residents through assisting in the development, redevelopment, and revitalization of central business areas, blighted areas, conservation areas, and environmentally contaminated areas located within the City;
3. Create new and retain existing jobs; and
4. Expand the economic base and tax base of the City.

The City recognizes that a simple system of determining the amount of TIF to be granted in order to reach these objectives may not always be equitable if applied uniformly to different kinds of redevelopment project plans. As a result, in determining the actual amount and duration of TIF to be granted, the City shall review each application on a case by case basis and consider the factors and criteria set forth in this Policy including where applicable, the feasibility of the project, the amount of TIF requested, anticipated, and the duration of the proposed financing to retire TIF obligations. Although no minimum capital investment is required by the City, the investment made by an applicant is a factor to be considered by the City in determining whether or not to authorize a redevelopment project plan.

All TIF applications shall be considered in light of the “but for” principle, i.e., TIF must make such a difference in the decision of the Applicant that the project would not be economically feasible “but for” the availability of TIF. In evaluating the economic feasibility, the staff may consider factors that include but are not limited to:

Redevelopment Programs

- The extraordinary or unique costs associated with developing the project;
- The applicants financial investment;
- The property, sales and other tax and fee revenue that may result from the project;
- The credit worthiness and experience of the applicant;
- Market demand or need for the proposed business;
- Public improvements or public benefit resulting from the use of TIF

APPLICATION PROCEDURE (New)

Applications for the creation of a new TIF District must follow a statutorily defined approval process. Applications should include the following:

- Legal description of the proposed boundaries of the project area;
- Map of the project plan area with accompanying tax parcel ID information;
- A project plan that identifies all the proposed redevelopment project areas and identifies all of the buildings, facilities and other improvements that are proposed to be constructed or improved in each redevelopment project area;
- If applicable, a study from qualified personnel providing the necessary information to result in a determination of blight or substantiate conservation area findings as the basis for establishing the redevelopment district area;
- Information regarding expected capital expenditures by the Applicant;
- An itemization of development assistance requested;
- Summary of the proposed financing plan, including sources and uses of funds;
- A detailed description of the proposed buildings, facilities and other improvements to be constructed in the project area, including the estimated fair market and assessed value of the improvements and the estimated date in

which construction of the improvements will be commenced and completed;

- The proposed relocation plan if any relocation will be required under the project plan.
- The applicable application fee.
- All statutorily required public notices and publication dates in order to maintain compliance with the Act.

APPROVAL PROCEDURE (New)

Staff and its consultants will thoroughly review the plan to ensure the feasibility of the plan and the likelihood of its successful implementation and make recommendation on the approval or denial of the plan prior to any public hearings on the plan. Plan approval and successful implementation is best achieved after a series of iterative meetings between the developer, staff, and consultants to address any and all concerns associated with the plan and its implementation.

The general objectives of the City in granting TIF for economic development are:

1. Promote, stimulate and develop the general and economic welfare of the State of Illinois and the City;
2. Promote the general welfare of residents through assisting in the development, redevelopment, and revitalization of central business areas, blighted areas, conservation areas, and environmentally contaminated areas located within the City;
3. Create new and retain existing jobs; and
4. Expand the economic base and tax base of the City.

The City recognizes that a simple system of determining the amount of TIF to be granted in order to reach these objectives may not always be equitable if applied uniformly to different kinds of redevelopment project plans. As a result, in determining the actual amount and duration of TIF to be granted, the City shall review each application on a case by case basis

Redevelopment Programs

and consider the factors and criteria set forth in this Policy including where applicable, a Feasibility Study, as required by state law, as well as the amount and duration of previous TIF projects supported by the City.

Although no minimum capital investment is required by the City, the investment made by an applicant is a factor to be considered by the City in determining whether or not to authorize a redevelopment project plan.

All TIF applications shall be considered in light of the “but for” principle, i.e., TIF must make such a difference in the decision of the Applicant that the project would not be economically feasible “but for” the availability of TIF. In evaluating the economic feasibility, the staff shall consider factors that include but are not limited to:

- The extraordinary or unique costs associated with developing the project;
- The applicants financial investment;
- The property, sales and other tax and fee revenue that may result from the project;
- The credit worthiness and experience of the applicant.

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Redevelopment Projects

BROWNFIELD ASSESSMENT PROGRAM

PURPOSE

A Brownfield site is real property of which the expansion, redevelopment or reuse may be complicated by contamination or perceived contamination on the property. Through this program, the USEPA can provide Brownfield Assessments to eligible applicants on projects that benefit community need or job creation, and provide technical assistance to municipalities and the public concerning Brownfield issues at no cost.

AUTHORIZATION

This program was reauthorized the the Brownfields Authorization Increase Act of 2016 (H.R. 5782) providing funding through approval of a federal grant from the United States Environmental Protection Agency.

ELIGIBLE APPLICANTS

The Brownfields Program typically works with local municipalities, not-for-profit, and quasi-government entities to assess properties. Assessment as a Brownfield site is required prior to the use of federal funds in environmental remediation of eligible sites.

However, a privately owned property may be eligible for funding if the applicant is one of the above-mentioned entities, or if one of the entities writes a letter of support for the project.

ELIGIBILITY CRITERIA

The Brownfields Assessment Program targets projects that meet the following requirements:

- It must meet the definition of a Brownfield
- The current property owner cannot be the cause of the contamination
- The property owner must agree to provide access to the property
- All grant funded materials and reports must be made available to the public.

Three main criteria are use for prioritizing Brownfields:

1. The level of contamination and threat to human health and the environment.
2. Redevelopment potential of the site.
3. Community goals and priorities.

PROGRAM BENEFITS/ELIGIBLE USES

The program encourages the redevelopment and reuse of potentially environmentally contaminated properties.

There are four categories of activities that can be funded under the program:

1. Phase I Environmental Site Assessments (ESA). A Phase I ESA involves a review of public and historic records, maps and photographs, an inspection of the property, and interviews with owners, occupants, neighbors, and local government officials. The purpose of a Phase I ESA is to discover any historic uses of the property that may point toward possible contamination.
2. Phase II Environmental Assessments (ESA). If a Phase I ESA indicates the possibility of contamination, the next step could be a Phase II ESA, which involves sampling and laboratory analysis. The types of activities often included in a Phase II ESA are soil and groundwater sampling, materials testing, and testing storage tanks and other vessels.
3. Site Investigations. If a Phase II ESA identifies contamination, the next step may be a site investigation. This is done to further define the nature and extent of an contamination.
4. Remedial Planning. Once site investigation has been completed, the next step is remedial planning. During

Redevelopment Projects

this step, various remediation strategies are evaluated based on effectiveness, total cost, and compatibility with proposed redevelopment plans.

APPLICATION/APPROVAL PROCEDURE

Once the City has been awarded funding under the federal program, a local application process will be developed and implemented to ensure compliance with state and federal eligibility requirements. Applications will be available and City Hall and online through the City's website.

Approval of eligible projects is a ministerial act conducted at the staff level based on project eligibility and applicability, requiring no action from the governing body.

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Illinois Environmental Protection Agency
Office of Brownfields Assistance
Steve Colantino, Brownfields Coordinator
1021 N. Grand Ave. E
PO Box 19276
Springfield, IL 62794-9276
Phone: (217) 524-3300
Email: steve.colantino@illinois.gov

Loan Programs

Kewanee Small Business Interest Payment Program

Loan Programs

KEWANEE SMALL BUSINESS INTEREST PAYMENT PROGRAM

PURPOSE

The program is designed to stimulate economic growth and create jobs that will improve the living conditions of residents in the community. The program provides financial assistance to eligible businesses and development projects while mitigating the amount of risk taken on by the City.

Businesses receiving funds through the program will be required to obtain conventional financing and create or retain a sufficient number of jobs to merit public investment.

AUTHORIZATION

The City of Kewanee is the administrator of this program and where applicable will facilitate implementation of the program through identification of companies that might benefit from the program. Budgetary and participant approval for the program rests with the authority of the City Council, while authorization for program implementation is the responsibility of the City Manager and assigned staff

ELIGIBLE AREAS

Financing under this program is available to all eligible businesses located within the city limits of the City of Kewanee.

ELIGIBLE APPLICANTS

Applicants for the program must be existing legal businesses, located within the City of Kewanee, with a proper local business license (if applicable), insurance, and required permits per local, state and federal requirements, or corporations in good standing looking to locate or relocate in Kewanee. If an applicant is a new start-up business and does not have proper licenses or insurance, then these items can be made a condition of approval. The business can be a tenant leasing space or an owner of

property where the business is located. The existing business must create or retain three (3) or more permanent full time equivalent (FTE) jobs.

HOW THE PROGRAM WORKS

Approved applicants obtain a loan through a commercial lender of their choice. Upon review and approval of semi-annual reports submitted by the applicant to the City, provided that agreed upon benchmarks have been achieved by the applicant, the City provides reimbursement to the applicant for interest expenses incurred as a result of the loan.

PROGRAM BENEFITS/ELIGIBLE USES

Funds under this program are restricted to interest payments on certain eligible costs.

Some common eligible costs are:

- Operating capital (including license and permit fees if applicable)
- Renovation of leased space or owned buildings (including engineering, architectural, and local permits or fees), new construction, or acquisition of existing commercial or industrial space.
- Purchase of manufacturing equipment (with or without installation costs)
- Furniture, fixtures and equipment (FF&E)

The lending institution shall disburse funds and calculate interest thereon incrementally on a reimbursement basis, or through direct payment of vendor/contractor invoices, as eligible costs are verified. The City of Kewanee and program participants shall negotiate benchmarks and goals for employment, sales, and other measurables to ensure that the City's investment of funds is merited.

Loan Programs

FUNDING LIMITS

Program funding and availability is at the discretion of the City Council. Funding is limited to \$2,000 per year for each job created within any two consecutive reporting periods, with a maximum funding amount of \$40,000 per year per participant.

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Community Development Incentives

Community Development Programs

Demolition Grant Program

Community Development Incentives

DEMOLITION GRANT PROGRAM

PURPOSE

The purpose of this program is to assist property owners with the costs of demolishing vacant, dilapidated, unfit, and unsafe residential or commercial structures within the city limits of Kewanee. The City will participate jointly with property owners on a 50/50 shared cost basis, up to a maximum of \$4,000 paid by the City. The program will improve the overall appearance of the community, restore neighborhood pride, better the quality of life for residents and create a sense of public equity by encouraging reinvestment in distressed areas which will help to stabilize and improve our declining tax base.

AUTHORIZATION

The City of Kewanee is the administrator of this program and where applicable will facilitate implementation of the program through identification of properties and structures eligible for the program. Budgetary approval for the program rests with the authority of the City Council, while authorization for program implementation is the responsibility of the City Manager and assigned staff.

ELIGIBLE AREAS

The program is city-wide and can be utilized on residential or commercial properties, as well as outbuildings or other structures deemed uninhabitable, dilapidated, unfit, or unsafe by the City.

ELIGIBLE APPLICANTS

- Applicants who own real property on which a residential building is located, which is deemed by the City to be unfit or unsafe for human use or habitation.
- Property owners who wish to voluntarily demolish an unsafe or unfit residential structure.

- Property owners of unsafe or unfit residential structures who wish to relinquish ownership of the property by providing to the City of Kewanee a clear title, title insurance, deed and current tax statement showing that all taxes are paid on the property. Applicants that provide proof that their income is at or below the federal guidelines in Illinois for poverty shall be eligible to be reimbursed for the cost of providing title insurance. The cost shall not be included in the maximum cost paid by the City for demolition.
- Owners of mobile homes who own the property where the mobile homes are set and located.
- Properties with a mortgage or lien will be considered ineligible unless the mortgage company(s) or lien holder(s) provides a signed consent approval or release of lien to the City. The City shall ask the mortgage company or lien holder for approval.
- Properties that are in receipt of insurance proceeds for the cost of demolition, including those related to loss by fire, will not be eligible for this program.

ELIGIBILITY CRITERIA

All structures must be vacant, in a state of disrepair, create a threat to the health, safety and welfare of area residents, and have a blighting influence on neighboring properties of the City. The City may approve or deny an application based on available budget, total cost of demolition and location. All structures must be inspected and determined to be in a state of disrepair by the Community Development Department prior to application for the program.

Community Development Incentives

ELIGIBLE STRUCTURES

Residential buildings including the accessory structures, whether the primary residential building is being demolished or not, are eligible. Mobile homes that are owned by the owner of the land where the mobile homes are located, including those that are located within a mobile home park, are eligible. Some commercial properties may be eligible, on a case by case basis, but the funding for such demolition may differ from residential structures.

PROGRAM BENEFITS/ELIGIBLE USES

By participating in this program a property owner may reduce the total amount owed on their property taxes due to liens placed on the property to pay for the costs of demolition of a condemned property. By participating, the City will be more willing to negotiate on other fines/fees associated with the property so that the property owner might be able to rebuild on the lot for future development, rather than leave it vacant, or more easily transfer the property to other owners who are better able to use or maintain the property, particularly in the case of absentee owners.

FUNDING LIMITS

Program funding will be available to property owners on a 50/50 shared cost basis to assist in the removal of the structures. On a case by case basis, some additional fees and fines associated with the property may be waived.

This is primarily dependent upon the ultimate use of the property once the structure is demolished. If the property owner is willing to rebuild on the lot within 2 years of demolition, or is willing to donate the vacant lot to the City (if in an area that the City has now or in the future designates as a target area for redevelopment), the City will be more likely to waive other liens that may be on the property.

APPLICATION/APPROVAL PROCEDURE

Applications are available at City Hall and online through the City's website.

Approval of applications, though dependent upon available funding as budgeted by the City Council, is a ministerial act conducted at the staff level based on project eligibility and applicability, requiring no action from the governing body.

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Housing Programs

Distressed Property Reinvestment Program

Housing Programs

DISTRESSED PROPERTY REINVESTMENT PROGRAM

PURPOSE

The Distressed Property Reinvestment Program was established in Kewanee in 2016 with program funding provided by the City of Kewanee, with additional public and private sector funding when available. The goal of the program is to assist individuals and families in achieving the “American Dream” of home ownership through loan guarantees that facilitate the renovation/rehabilitation of distressed properties that would otherwise be potential candidates for demolition. Through bank financed “sweat-equity” or small contractor improvement projects, the program is designed to encourage reinvestment in and preservation of target neighborhoods and the existing housing stock.

AUTHORIZATION

The City of Kewanee is the administrator of this loan guarantee program and where applicable will facilitate the implementation of the program through the acquisition of eligible houses for the program. Budgetary approval for the program rests with the authority of the City Council, while authorization for program implementation is the responsibility of assigned staff.

ELIGIBLE AREAS

The program is City-wide, with preference given to targeted areas as identified in adopted plans of the City Council.

ELIGIBLE APPLICANTS

Applicants must complete an application process which is similar to one required by any lender.

ELIGIBILITY CRITERIA

- Must meet LMI guidelines
- Subject Property must have clean title
- Subject property must be owner occupied

PROGRAM BENEFITS/ELIGIBLE USES

Eligible uses of guaranteed loan proceeds include but are not limited to:

- Repair and replacement of windows and doors
- Roof repair and replacement of roof covering
- Exterior paint
- Foundation Repair
- Drywall, interior paint and finishing
- Cabinetry
- Flooring
- Electrical
- Plumbing
- Repair to porches and steps
- Repair to exterior foundation walls
- Exterior walls and trim
- Flashing /guttering

Private sanitary sewer repairs

FUNDING LIMITS

Loan guarantees are limited to \$40,000 per single family owner occupied structure. Program funding on an annual basis is limited to funding availability and outstanding loan guarantee liabilities.

APPLICATION/APPROVAL PROCEDURE

Applications are available at City Hall and online through the City’s website.

Approval from a qualified commercial lender through the financial institution’s typical process is required. Approval of applications, though dependent upon available funding as budgeted by the City Council, will be completed at the staff level to determine project eligibility and applicability, requiring no action from the governing body, prior to submission by staff to an independent volunteer board established and appointed by the City Council.

Housing Programs

REPORTING REQUIREMENTS

Quarterly reports providing to an update in the status of improvements must be provided during the renovation process. Thereafter, annual reports must be provided to ensure continued use of the property by the applicant as their primary residence.

SPECIAL PROGRAM REQUIREMENTS

A one-time fee of the greater amount of \$250 or one percent (1%) of the guaranteed amount, payable from loan proceeds, is required for program administration/participation. Check issuance from the lending institution shall be

coordinated through the program administrator and assigned staff. Where applicable, work completed must be in compliance with existing building codes and inspected by appropriate City inspectors. All contractors must be licensed and meet all requirements necessary to perform work in the City of Kewanee.

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 CITY OF KEWANEE CITY COUNCIL AGENDA ITEM		
MEETING DATE	September 12, 2016	
RESOLUTION OR ORDINANCE NUMBER	Ordinance #3847	
AGENDA TITLE	Consideration of an Ordinance amending the City of Kewanee Administrative Code in regards to the Travel Policy for City employees and officials.	
REQUESTING DEPARTMENT	Leadership Team	
PRESENTER	Jim Dison, Chief	
FISCAL INFORMATION	Cost as recommended:	TBD
	Budget Line Item:	Varied
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To provide eligible expense guidelines for City employees, appointed officials, and elected officials who conduct official business, represent the City at conferences or conventions, or attend training courses or seminars and/or business-related meetings, and any other reason for travel not listed or inclusive in the above for good cause and as approved in advance by the City Manager or his designee	
BACKGROUND	The Illinois General Assembly recently passed Public Act 099-0604, entitled the Local Government Travel Expense Control Act. The Act had minimum requirements necessary in a local government travel policy.	
SPECIAL NOTES	N/A	

ANALYSIS	<p>The City's current travel policy is included in the Administrative Code, but does not meet all of the criteria required in the Public Act. The Public Act is effective as of January 1, 2017. Staff took a proactive approach and drafted this proposal to incorporate the requirements of the Public Act, as well as taking the opportunity to update other parts of the existing policy.</p> <p>A Summary of the Public Act requirements includes:</p> <ol style="list-style-type: none"> 1. Adoption of a local expense reimbursement policy, including, at minimum, types of official business for which travel, meal and lodging expenses are allowed; the maximum allowable reimbursement for travel, meal and lodging expenses and a standardized form for submission of expenses. 2. The new law requires local governments to formally approve any expense that exceeds the maximum allowed under the local policy by roll call vote of the corporate authorities. 3. Prohibition of Entertainment Expenses, unless the event is ancillary to the purpose of the program or event.
PUBLIC INFORMATION PROCESS	Discussion at August 22, 2016 Council Meeting
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends adoption.
REFERENCE DOCUMENTS ATTACHED	Proposed Travel Policy, Public Act 099-0604

ORDINANCE NO. 3847

**AN ORDINANCE AMENDING ORDINANCE NO. 2841
ADOPTED MAY 9, 1994, COMMONLY KNOWN AS
THE CITY OF KEWANEE, ILLINOIS, ADMINISTRATIVE CODE**

WHEREAS, Section 10.4.1 of the City of Kewanee Administrative Code provides for clear and consistent policy and procedures for travel and business expense reimbursement for City employees; and

WHEREAS, Public Act 099-0604 enacted by the Illinois General Assembly will become law on January 1, 2017, and created the Local Government Travel Expense Control Act; and

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 was to develop and implement plans, policies, and practices to ensure the stewardship of public funds; and

WHEREAS, it is necessary for the Administrative Code providing for travel and business expense reimbursement for City employees and officials should conform with state statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEWANEE AND COUNCIL ASSEMBLED, as follows:

Section 1. That Section 10.4.1 entitled “Travel Expenses – Employees” including subparagraphs a-f thereof, is deleted in its entirety and in its place and stead the following language shall be inserted:

**CITY OF KEWANEE
TRAVEL AND BUSINESS EXPENSE POLICY**

The City of Kewanee provides reimbursement for eligible expenses incurred by City employees, appointed officials, and elected officials while traveling on City business. The City maintains an accountable plan for travel expenses and reimbursements in accordance with IRS regulations and Illinois Law. Documentation for all expenses except certain defined items is required.

PURPOSE

To provide eligible expense guidelines for City employees, appointed officials, and elected officials who conduct official business, represent the City at conferences or conventions, or attend training courses or seminars and/or business-related meetings, and any other reason for travel not listed or inclusive in the above for good cause and as approved in advance by the City Manager or his designee.

AUTHORITY FOR TRAVEL

All travel must have sufficient budget appropriation and advance Department head approval.

ALLOWABLE TRAVEL AND BUSINESS EXPENSES

The maximum allowable reimbursement for travel, meal and lodging expenses shall be \$2500. Submitted expenses exceeding \$2500 shall require a roll call vote of approval by the City Council. The City will not reimburse expenses for the following:

- Shows
- Amusements
- Theaters
- Circuses
- Sporting Events
- Any other place of public or private entertainment or amusement unless ancillary to the purpose of the program or event being attended.

The following types of expenses are normally approved for reimbursement:

1. Registrations fees for meetings, seminars, or conventions. Documentation is required, including agenda if available.
2. Special luncheons and banquets that are included as part of the conference, but charged separately. Documentation is required, including agenda if possible.
3. Transportation. The most economical mode of transportation shall be selected. Criteria to be considered include the length of trip, travel time and cost. Allowable transportation expenses may include:

a. City vehicle. Actual expenses for gas, oil, repairs, and other operating expenses will be reimbursed upon presentation of receipts.

b. Personal vehicle when a City vehicle is not available. Mileage reimbursement shall be in accordance with IRS guidelines. Employees must submit actual beginning and ending odometer readings to

substantiate mileage. Employees must present proof of automobile liability insurance prior to use of their vehicle. Alternately, mileage may be substantiated by printing and attaching to the expense requisition the most direct route mileage calculated using an internet mapping service. Reimbursement will not exceed what is the most economical considering factors such as airfare, car rental, number of people traveling, mileage for local travel, etc.

c. In situations where an employee desires to use their personal vehicle and a department or pool vehicle is available; the City will reimburse at 50% of IRS guidelines.

d. Air travel. Air travel shall be at the lowest available fare, and, if possible, planned in advance to take advantage of the most economical rate. Receipts are required.

e. Other travel. Rental of automobiles, taxis, or public transportation are reimbursed at cost with verification of receipts.

f. Expenses related to a traveling spouse or guests are not eligible for reimbursement by the City.

4. Lodging. Reimbursement shall be for actual expenses incurred and that are attributed to the employee or official only.

- a. Lodging expenses are not allowable when the place of travel is less than 50 miles from the City of Kewanee unless exigent circumstances or dangerous weather would cause an unexpected stay.
- b. Fees for pay television, movie rentals, fitness rooms, in-room mini-bars, and other such items are ineligible for reimbursement.

MEALS

Meals are reimbursable for actual cost. Tips are reimbursable up to a maximum of 20% of the bill. Any tip(s) in excess of 20% is not reimbursable by the City. The City shall not reimburse for any alcoholic beverages.

The time of departure from Kewanee or from the destination determines the meals eligible for reimbursement, according to the following schedule:

<u>Depart from Kewanee</u>	<u>Depart from Destination</u>	<u>Allowed</u>
Before 7:00 a.m.	Before 7:00 a.m.	Breakfast
Between 11 a.m. and 12 noon	Between 11 a.m. and 12 noon	Lunch
After 5 p.m.	After 5 p.m.	Dinner

Reimbursements may not be claimed for meals included in conference or seminar registration fees paid by the City.

OTHER EXPENSES

Other expenses related to the approved travel, such as tolls, parking fees, taxicab, fax, office supplies, courier services, or business-related telephone calls are allowed. Itemized receipts are required.

CREDIT CARDS

Employees are encouraged to use a City credit card when one is available. Employees may elect to use their personal credit cards to charge City Travel expenses. Reimbursements shall be made in accordance with the provisions set forth in this policy and only with itemized receipts.

TRAVEL ADVANCES

Travel advances are discouraged. An advance check may be issued if training or conference is more than three days, regardless of location. Itemized receipts and balance of advance shall be returned to the Finance Department within five business days of returning from the trip.

TRAVEL REQUEST

Travel requests shall be submitted for any travel that will require overnight lodging for one or more nights. Such requests shall be submitted to the Department head for approval. The Department head will forward the approved request to the Finance Department for a trip number assignment. Travel that will be out-of-state and require lodging will also require the approval of the City Manager.

EXPENSE REPORT

Employees must submit an itemized expense report to the Department Head within 5 business days following the return from travel. The expense report must include all information and receipts to support each expense.

FAILURE TO COMPLY

Failure to comply with this policy will result in a lack of reimbursement and may result in loss of travel privileges.

FRAUD

Employees who intentionally perform a fraudulent act with respect to falsifying business expenses shall be subject to disciplinary action up to and including dismissal. Specific

examples of fraudulence include a) Credit card abuse; b) travel expense falsification, including duplication.

EXCEPTIONS

Exceptions to this policy may be granted by the City Manager for cause and with reasonable advance notice.

Section 2. All Ordinances and parts of Ordinance in conflict herewith are hereby repealed insofar as they do so conflict.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

Passed by the Council of the City of Kewanee, Illinois this 12nd day of September 2016

ATTEST:

Melinda Edwards, City Clerk

Steve Looney, Mayor

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

AN ACT concerning local government.

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

Section 1. Short title. This Act may be cited as the Local Government Travel Expense Control Act.

Section 5. Definitions. As used in this Act:

"Entertainment" includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event.

"Local public agency" means a school district, community college district, or unit of local government other than a home rule unit.

"Travel" means any expenditure directly incident to official travel by employees and officers of a local public agency or by wards or charges of a local public agency involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

Section 10. Regulation of travel expenses. All local public agencies shall, by resolution or ordinance, regulate the reimbursement of all travel, meal, and lodging expenses of officers and employees, including, but not limited to: (1) the

types of official business for which travel, meal, and lodging expenses are allowed; (2) maximum allowable reimbursement for travel, meal, and lodging expenses; and (3) a standardized form for submission of travel, meal, and lodging expenses supported by the minimum documentation required under Section 20 of this Act. The regulations may allow for approval of expenses that exceed the maximum allowable travel, meal, or lodging expenses because of emergency or other extraordinary circumstances. On and after 180 days after the effective date of this Act of the 99th General Assembly, no travel, meal, or lodging expense shall be approved or paid by a local public agency unless regulations have been adopted under this Section.

Section 15. Approval of expenses. On or after 60 days after the effective date of this Act of the 99th General Assembly, expenses for travel, meals, and lodging of: (1) any officer or employee that exceeds the maximum allowed under the regulations adopted under Section 10 of this Act; or (2) any member of the governing board or corporate authorities of the local public agency, may only be approved by roll call vote at an open meeting of the governing board or corporate authorities of the local public agency.

Section 20. Documentation of expenses. Before an expense for travel, meals, or lodging may be approved under Section 15 of this Act, the following minimum documentation must first be

submitted, in writing, to the governing board or corporate authorities:

(1) an estimate of the cost of travel, meals, or lodging if expenses have not been incurred or a receipt of the cost of the travel, meals, or lodging if the expenses have already been incurred;


(2) the name of the individual who received or is requesting the travel, meal, or lodging expense;

(3) the job title or office of the individual who received or is requesting the travel, meal, or lodging expense; and

(4) the date or dates and nature of the official business in which the travel, meal, or lodging expense was or will be expended.

All documents and information submitted under this Section are public records subject to disclosure under the Freedom of Information Act.

Section 25. Entertainment expenses. No local public agency may reimburse any governing board member, employee, or officer for any entertainment expense.

		CITY OF KEWANEE CITY COUNCIL AGENDA ITEM	
MEETING DATE		September 12, 2016	
RESOLUTION OR ORDINANCE NUMBER		Ordinance #3848	
AGENDA TITLE		Amendment to Section 95.02(S) of the City Code.	
REQUESTING DEPARTMENT		Community Development	
PRESENTER		Keith Edwards, Director of Community Development	
FISCAL INFORMATION		Cost as recommended:	N/A
		Budget Line Item:	N/A
		Balance Available	N/A
		New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE		To address responsibility of maintaining the Right of Way.	

BACKGROUND	<p>The current ordinance does not address who is responsible for mowing and maintaining the grass portion of Right of Way. Typically, such property is maintained by the adjacent property. This practice is true not just in Kewanee, but in virtually every other community, as well.</p> <p>In the past where Code Enforcement actions have taken place upon a property, the landowner or resident of the property has ceased mowing of the Right of Way in retaliation of the Code Enforcement efforts.</p> <p>There have also been times where a Weed Notice is needed specifically for the Right of Way portion of a property. In these cases, because the current ordinance does not address responsibility for maintaining the Right of Way, a Weed Notice could not be issued. With the passing of this amendment a Weed Notice could be issued and enforced.</p>
SPECIAL NOTES	N/A
ANALYSIS	Research was performed and it was found that several communities have wording providing for enforcement action if a landowner fails to maintain the City Right of Way. The wording for the amendment is based off of an ordinance found on the website for the City of Troy, Kansas.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends passing the amendment as written.
REFERENCE DOCUMENTS ATTACHED	N/A

ORDINANCE NO. 3848

AN ORDINANCE AMENDING CHAPTER 95.02(S) OF THE CITY CODE WHICH ESTABLISHES STANDARDS FOR DECLARING WEEDS AND TALL GRASS A NUISANCE, AND DECLARING THAT THIS ORDINANCE SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, The City of Kewanee has previously established standards by which weeds and tall grass may be declared a nuisance, as authorized by 65 ILCS 5/11-60-2; and

WHEREAS, The City Council has found that the current ordinance fails to determine the responsibility of a property owner to maintain the City Right Of Way adjacent to said owner's property; and,

WHEREAS, The City Council believes that brush, weeds and tall grass growing on property adjacent to the traveled portion of streets and alleys, commonly referred to as the Parking Strip or City Right of Way, in the City of Kewanee, Illinois, constitute a blighting and detrimental influence on the City; and,

WHEREAS, The City Council believes that it is important to protect the health and safety of the community by aggressively abating weeds and tall grass from neglected properties within the City; and,

WHEREAS, The City Council also finds that a more aggressive and proactive ordinance is needed to protect the property rights and value of homeowners in our community from the negative impacts of those land owners who fail to properly maintain their property within our community.

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

Section 1 The City Council hereby amends Chapter 95.02(S) of the City Code by inserting text shown as underline as follows:

(S) Weeds and tall grasses. To maintain or permit any cockle burrs, thistles, burdocks, jimson or other weeds or tall grass to grow to a height exceeding eight inches upon any lot or premises owned or controlled by him within the city. This shall include the area between said owner's property and the traveled portion of the street or alley when said property lies adjacent to a public street or alley. This area shall be kept in a neat appearing manner and free of tall brush, weeds and grass.


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

Passed by the Council of the City of Kewanee, Illinois this 12th day of September, 2016.
ATTEST:

Melinda K. Edwards, City Clerk

Steve Looney, Mayor

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

		CITY OF KEWANEE CITY COUNCIL AGENDA ITEM	
MEETING DATE		September 12, 2016	
RESOLUTION OR ORDINANCE NUMBER		Resolution #5001	
AGENDA TITLE		A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH HENRY COUNTY AND ECONOMIC DEVELOPMENT RESOURCES LLC FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES	
REQUESTING DEPARTMENT		Administration	
PRESENTER		Gary Bradley, City Manager	
FISCAL INFORMATION		Cost as recommended:	\$62,500
		Budget Line Item:	02-61-549
		Balance Available	\$95,000
		New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE		Professional assistance in the application for re-designation of the enterprise Zone.	
BACKGROUND		When the statute was created the City was one of the first to apply, which also means it is one of the first to expire. Henry County made application last year for Enterprise Zone last year, but was unsuccessful. They were considering another application. We have heard unofficially, that if two applications come from this area they will both be denied, in part because the state is seeking what we should all strive for, regional cooperation.	
SPECIAL NOTES		N/A	

ANALYSIS	This firm has the best track record of any consulting firm in ensuring that their client's applications are approved. By partnering with the County and current beneficiaries of enterprise zone designation, we can greatly, if not completely, erase any of the city's costs associated with developing a successful application.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends adoption.
REFERENCE DOCUMENTS ATTACHED	Proposed Agreement.

RESOLUTION NO. 5001

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

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

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

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

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

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

Adopted by the Council of the City of Kewanee, Illinois this 12th day of September 2016.

ATTEST:

Melinda Edwards, City Clerk

Steve Looney, Mayor

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

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

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

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

WHEREAS, EDR is duly experienced in providing such assistance;

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

SCOPE OF SERVICES

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

TASK I: Boundary Determinations

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

A. Zone Boundary

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

B. LLMA Boundary

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

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

TASK II: The Application

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

A. Eligibility Criteria

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

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

3. Poverty

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

4. Abandoned Coal Mine, Brownfield or Federal Disaster Area

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

5. Large Scale Business Closings

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

6. Vacant Structures

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

7. Tax Base Improvement Plan

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

8. Public Infrastructure Improvement Plan

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

9. Career Skills Programs

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

10. Equalized Assessed Valuation

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

B. Additional Application Components

1. Economic Development in the Zone

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

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

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

2. Local Incentives and Programs

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

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

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

4. Municipality or County Incentives

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

5. Economic Impact of the Zone

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

6. Management Structure of the Zone

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

7. Draft Designating Ordinance for Joint Applicants

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

8. Joint Applicant Information

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

9. Intergovernmental Agreement for Joint Applicants

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

10. Boundary Map

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

11. Statement Concerning Local Labor Market Area

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

12. Additional Materials

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

C. The Public Hearing

1. Notice of Public Hearing

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

2. Public Hearing

- a) EDR will conduct the Public Hearing.

3. Transcript of Public Hearing

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

D. Submittal to DCEO

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

TASK III: DCEO Application Review and Decisions

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

A. Materials

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

B. Meetings

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

FEE

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

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

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

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

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

ATTEST:

CITY OF KEWANEE, ILLINOIS

Steve Looney
Mayor

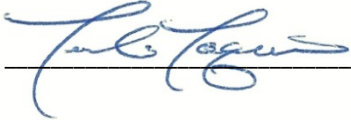
ATTEST:


HENRY COUNTY, ILLINOIS

Roger Gradert
Board Chairman

ATTEST:

ECONOMIC DEVELOPMENT RESOURCES L.L.C.





Eugene Norber
President