



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Alderman Clinton Morris, 1st Ward

Alderman Daniel Snow, 2nd Ward

Co-Chairman, City/County Coordinating

Alderman Thomas Ratcliffe, 3rd Ward

Chairman, Finance and Personnel

Vice Chairman Building Planning and Zoning

Alderman George Crawford, 4th Ward

Chairman, Public Safety

Alderman John Sanders, 5th Ward

Chairman, Building, Planning and Zoning

Alderman Clayton Stevens, 1st Ward

Vice Co-Chairman, City/County Coordinating

Alderman Daniel Arevalo 2nd Ward

Vice Chairman, Public Safety

Alderman Wendy Frank, 3rd Ward

Vice Chairman, Finance and Personnel

Alderman Ronald Brooks, 4th Ward

Chairman, Public Works

Alderman Mark Sanderson, 5th Ward

Vice Chairman, Public Works

AGENDA

January 9, 2017

6:00 p.m.

City Council Chambers

401 Whitney Boulevard

Belvidere, Illinois

Call to Order: Mayor Chamberlain

Roll Call: Present: Absent:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

ComEd – Mike McMahan VP AMI Implementation.

1. Building, Planning & Zoning, Unfinished Business: None.
2. Building, Planning & Zoning, New Business: None.
3. Public Works, Unfinished Business: None.

4. Public Works, New Business:

- (A) Notice of Award – Tripp Road Infrastructure Improvement Funding.
- (B) 2017 NBIS Bridge Safety Inspections.
- (C) WWTP Thickener Building Improvements – Architectural Design and Construction Services.
- (D) Request for No Parking Zone – Landmark Drive cul-de-sac.
- (E) Resolution - Illinois Transportation Legislative Initiative.

5. Other:

- (A) Business Registration – keep on agenda.
- (B) Resolution - NIMEC.
- (C) The Lakota Group – 10-year Historic Preservation Plan.
- (D) Section 74-213 Projecting Missiles and Section 74-292 Air guns and other miscellaneous firearms.
- (E) Executive Session to discuss 2 (c) (11) Litigation, either pending or imminent of the Open Meetings Act.

6. Adjournment:



Illinois Department of Transportation

Office of the Secretary
2300 South Dirksen Parkway / Springfield, Illinois / 62764
Telephone 217/782-5597

December 5, 2016

Mr. Brent Anderson
Director of Public Works
401 Whitney Boulevard
Belvidere, Illinois 61008

Dear Mr. Anderson:

Thank you for your application to the Illinois Department of Transportation (IDOT) for a funding opportunity through the department's Economic Development Program (EDP). The City of Belvidere has met all the preliminary requirements to comply with the Grant Accountability and Transparency Act (GATA), and IDOT is proud to announce that your project has been selected for infrastructure improvement funding. This funding will provide safe, adequate access to Nascote Industries, which is an automotive parts manufacturer. This company plans to create 380 new employee positions.

The EDP will provide 50 percent of the funding for roadway improvements to Tripp Road from Corporate Parkway to Crystal Parkway. Funding will include eligible roadway engineering, contingencies and construction costs in an amount up to, but not exceeding \$413,000. The department will also provide \$20,700 from the Truck Access Route Program (TARP) for 0.46 lane miles. These improvements must be constructed to State Motor Fuel Tax standards. All necessary land acquisition or building demolition to improve this roadway will be the responsibility of the city.

Pursuant to the Public Act 93-552, the Corporate Accountability for Tax Expenditures Act, this company will be required to report their employment creation annually for five years from the executed agreement date. Please see the enclosed detailed information regarding this requirement.


To further comply with the GATA legislation, enclosed is the Notice of State Award document listing the specific conditions of this grant. Please sign the form accepting these conditions and e-mail to Denise Johnson at Denise.Johnson@illinois.gov. Furthermore, please work with District Two's, Local Roads office to ensure these conditions are being met throughout the administration and completion of this project.

Lastly, please contact Mr. Tony Baratta, IDOT's District Two, Local Roads and Streets Engineer at telephone number (815) 284-5380 to formulate a state/local joint agreement. Please note that the joint agreement must be fully executed prior to advertisement of this project for engineering or construction. Failure to do so may jeopardize IDOT's ability to reimburse the City of Belvidere for eligible expenses. It is also the responsibility of the City of Belvidere to notify the department of any changes in the status of this company. If the company fails to expand at its site, IDOT should be notified by the city immediately.

Mr. Brent Anderson
Page Two
December 5, 2016

If you have any questions or need additional information, please contact Mr. Roger Driskell, Director of the Office of Planning and Programming, located at 2300 South Dirksen Parkway, Springfield, Illinois 62764, or by telephone at (217) 782-6149.

Sincerely,

A handwritten signature in black ink, appearing to read "Randall S. Blankenhorn". The signature is fluid and cursive, with the first name being the most prominent.

Randall S. Blankenhorn
Secretary

Enclosures

Public Act 93-552

The Department is required to comply with Public Act 93-552, the Corporate Accountability for Tax Expenditures Act. The act requires any recipient business which is the intended beneficiary of the Economic Development Program (EDP) assistance to submit an initial report stating that the business' commitment to specific employment levels and to subsequently report the progress of the development and specified employment commitments for the project on an annual basis.

The company will be required to fill out an annual Reporting Form for five full calendar years after the execution date of the local intergovernmental agreement. All annual progress reports will be completed on-line through the Illinois Department of Commerce and Economic Opportunity. For the purpose of the EDP, the project sponsor is advised to enter into agreement with the benefitting company to ensure that these reporting requirements are fulfilled.

EDP Payback Provision

The commitment of EDP funds is contingent upon the fulfillment of the commitments to business investments and job creation/retention represented to the DEPARTMENT by project sponsor and recipient businesses. Any substantial modifications to these commitments, change in location of this facility or the failure of the businesses to make firm commitment to this site will cause the DEPARTMENT's commitment to be reevaluated.

The employment levels committed by the company must be created within and retained over the five-year reporting period required by Public Act 93-552. If these commitments are not met, the DEPARTMENT will review the project funding provided to the project's sponsor. If reasonable justification for non-performance of the commitments is not provided, the sponsor will be required to repay the EDP funding to the DEPARTMENT in total or an appropriate pro rata sum commensurate with the circumstances of the situation.

Notice of State Award

STATE OF ILLINOIS GRANT INFORMATION			
State Award Identification	Name of State Agency (Grantor): Illinois Department of Transportation Department/Organizational Unit: Office of Planning and Programming		
State Award Identification Number (SAIN)	494-00-0957		
State Program Description	<i>If not identical to the Federal Program description, please list both descriptions</i> Economic Development Program		
Announcement Type	<input checked="" type="checkbox"/> Initial announcement <input type="checkbox"/> Modification of an existing award (explain):		
Agency (Grantor) Contact Information	Name: Denise Johnson Email address: Denise.Johnson@illinois.gov Phone number: (217) 785-8643		
GRANTEE INFORMATION			
Grantee /Subrecipient Information	Name: Mr. Brent Anderson Address: 401 Whitney Blvd., Belvidere, Illinois 61008 Phone: 815-544-9256 Email: banderson@ci.belvidere.il.us DUNS# : 031050040 FEIN # : 36-6005792		
Period of Performance	Start date: End date:		
FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
State Funding	494-00-0957		\$413,000
TARP			\$20,700
TOTAL			\$433,700
<i>(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards</i>			
TERMS AND CONDITIONS			
Grantee Indirect Cost Rate Information	Rate: N/A Base: Period: <i>List and cite all statutory or programmatic restrictions, limits or caps on indirect costs</i>		
Research & Development	<input type="checkbox"/> Yes, provide description: <input checked="" type="checkbox"/> No		
Cost Sharing or Matching Requirements	<input checked="" type="checkbox"/> Yes, provide description: 50/50 match <input type="checkbox"/> No		

Uniform Term(s)	<ul style="list-style-type: none"> ➤ CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) ➤ Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1 ➤ Illinois Administrative Code
Grantor-Specific Term(s)	<i>List and cite additional requirements the Agency (Grantor) has placed on the Grantee:</i>
Project-Specific Term(s)	<i>List and cite additional requirements the Agency (Grantor) has placed on the Project:</i>

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE

	FISCAL & ADMINISTRATIVE	PROGRAMMATIC
<i>(1) The nature of the additional requirements</i>	<p>Property Standards: Grantee shall seek prior approvals from its board and/or the Grantor prior to changes in preventative maintenance or asset control of policies for any property purchased with state funding.</p> <p>Procurement Standards: Grantee shall seek additional prior approvals with regard to procurement and Grantee will acquire technical support in the form of required training.</p>	This project is low risk for Programmatic conditions. Therefore this category is not applicable for the project.
<i>(2) The reason why the additional requirements are being imposed</i>	<p>Property Standards: The risk increases the likelihood of non-compliance resulting in audit findings, questioned cost and fraud, waste and abuse.</p> <p>Procurement Standards: The risk increases the likelihood of non-compliance resulting in audit findings, questioned costs and fraud, waste and abuse.</p>	
<i>(3) The nature of the action needed to remove the additional requirement, if applicable</i>	<p>Property Standards: Address any corrective action necessary to new or enhanced controls over equipment and property.</p> <p>Procurement Standards: Address any corrective action necessary to new or enhanced controls over procurements of activities.</p>	
<i>(4) The time allowed for completing the actions if applicable</i>	<p>Property Standards: One year</p> <p>Procurement Standards: One year from the implementation of corrective action.</p>	

<i>(5) The method for requesting reconsideration of the additional requirements imposed</i>	A letter to the Department stating why the additional requirements should be removed.	
SIGNATURE		

Institution/Organization

Signature

Name of Official

Title
Chief Fiscal Officer (or equivalent)

Date of Execution

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 1/3/2017
Re: Biennial Bridge Inspections

Our NBIS biennial bridge inspections are due this year. The inspections will be completed by Hampton, Lenzini & Renwick, our IDOT approved bridge manager. The inspections will include the following structures:

State Street	(SN 004-0019)
Newburg Road	(SN 004-3013)
Squaw Prairie Road	(SN 004-3039)
Main Street	(SN 004-7002)
Appleton Road, South	(SN 004-7003)
Appleton Road, North	(SN 004-7004)
Townhall Road	(SN 004-7005)

The cost of the inspections is on a time and material basis, not-to-exceed \$7,800. This work will be paid for from Line Item #01-5-360-6140 Engineering Services.



December 12, 2016

Mr. Brent Anderson, Director
Department of Public Works
210 Whitney Street
Belvidere, Illinois 61008

Re: Proposal for Engineering Services
2017 NBIS Bridge Safety Inspections

Dear Mr. Anderson:

We are submitting a proposal for the NBIS Routine inspection of bridges in the City of Belvidere. The scope of our services will be as follows:

1. Complete condition inspection of these bridges under the jurisdiction of Belvidere eligible for NBIS inventory inspection. These shall be completed in accordance with the National Bridge Inspection Standards and the Illinois Department of Transportation Structure Information and Procedure Manual. The structures that require inspection include:

State Street over Kishwaukee River	SN 004-0019
Newberg Road over Kishwaukee River	SN 004-3013
Squaw Prairie Road over Beaver Creek	SN 004-3039
Main Street over Kishwaukee River	SN 004-7002
South Appleton Road over Kishwaukee River	SN 004-7003
South Appleton Road over Kishwaukee River	SN 004-7004
Town Hall Road Culverts	SN 004-7005
2. Complete an inspection of all underwater elements of the structures by probing from the surface. This proposal does not include underwater structural divers. These divers would only be necessary if the condition of the underwater elements is determined to need additional evaluation.
3. Submit to the City and IDOT two copies of the following for each structure inspected:
 - a. IDOT Routine Inspection Report, BBS-BIR-1 with photos
 - b. Load Rating calculations with recommended posting limits, if necessary.
 - c. Recommendations for maintenance level repairs.
 - d. Complete Bridge File Checklists for IDOT.

The inspections will be completed by June 2017. This proposal does not include detailed repair scope or estimates for recommended repairs.

380 Shepard Drive
Elgin, Illinois 60123-7010
Tel. 847.697.6700
Fax 847.697.6753

6825 Hobson Valley Drive
Unit 302
Woodridge, Illinois 60517
Tel. 847.697.6700
Fax 847.697.6753

3085 Stevenson Drive
Suite 201
Springfield, Illinois 62703
Tel. 217.546.3400
Fax 217.546.8116

323 West 3rd Street
P.O. Box 160
Mt Carmel, Illinois 62863
Tel. 618.262.8651
Fax 618.263.3327

Mr. Brent Anderson
December 12, 2016
Page 2

HLR will coordinate the use of a boat for access to the piers for the State Street and Main Street bridges. We will probe the underwater foundations and inspect the underside of the structure's interior spans.

The project team will consist of the following key personnel. All work for the NBIS inspections will be completed by personnel meeting Qualifications for Bridge Inspection Personnel.

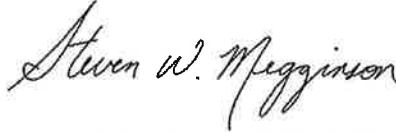
Program Manager/ QA QC Review	Steven Megginson, P.E., S.E.
Field Inspector/ Team Leader	Andrew Charlesworth,
Field Inspector/ Structural Engineer	Andrew Underwager, P.E., S.E.

We propose to complete this work according to the hourly rate schedule attached, plus direct expenses. The cost of this work shall not exceed \$7,800.

If this proposal meets your approval, please sign and date where indicated below and return one (1) copy for our file. If you have any questions, please contact me at your convenience.

Sincerely,

HAMPTON, LENZINI and RENWICK, INC.



Steven Megginson, P.E., S.E.
Vice President

The terms and conditions of this letter agreement are hereby accepted by the City of Belvidere for structural engineering services set forth above.

By _____ Date _____
Title _____

<u>Grade Classification of Employee</u>	<u>HLR 2017 Hourly Rate</u>
Principal	\$208.00
Engineer 6	160.00
Engineer 5	150.00
Engineer 4	130.00
Engineer 3	118.00
Engineer 2	108.00
Engineer 1	85.00
Structural 2	170.00
Structural 1	128.00
Technician 3	109.00
Technician 2	88.00
Technician 1	68.00
Intern/ Temp	51.00
Land Acquisition	117.00
Survey 2	118.00
Survey 1	91.00
Environmental 2	119.00
Environmental 1	55.00
Administration 2	117.00
Administration 1	63.00

BELVIDERE PUBLIC WORKS

401 Whitney Boulevard

Belvidere, IL 61008

Phone 815-544-9256

Fax: 815-544-4255

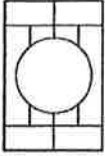
Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: June 7, 2016
Re: Thickening Centrifuge Building Modifications

Baxter and Woodman has nearly completed the design of the thickening centrifuges. The design will require some structural building modifications in order to provide proper access to the centrifuges as well as reuse of two-thirds of the existing building.

Attached is a proposal from Ollmann Ernest Martin Architects to provide the architectural design and construction inspection services to complete this work at a cost not-to-exceed \$11,500.00.

I would recommend approval of the proposal from Ollmann Ernest Martin Architects to complete the architectural design engineering construction inspection services for the thickener building modifications at a cost not-to-exceed \$11,500.00. This work will be paid for from the Sewer Depreciation Fund.



OLLMANN ERNEST MARTIN ARCHITECTS
509 South State Street
Belvidere, Illinois 61008
815-544-7790 Phone
815-544-7792 Fax

December 13, 2016

Brent Anderson
City of Belvidere
401 Whitney Blvd
Belvidere, IL 61008

Owner Architect Agreement for design of Waste Water Treatment Plant Thickener building improvements in Belvidere, Illinois.

THIS AGREEMENT. Made this 13th day of December, 2016 by the City of Belvidere, hereinafter called the OWNER and Ollmann Ernest Martin Architects, PC, herein after called the ARCHITECT;

WITNESSETH.

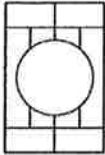
That whereas the Owner intends to have the Architect provide limited architectural and engineering services (structural door frames and interior partition) for the existing thickener building, herein called the Project:

- A. Architect proposes to provide Construction Documents for: **\$8,000.00**
- 1.1 Provide design documents as required for bidding, permit and construction to be woven into consulting process engineer's bid set.
 - 1.2 Provide Architectural and Structural Drawings for the listed changes.
 - 1.3 Work with Owner's process engineering consultant to coordinate plan sets & work.
 - 1.4 Assist Owner and/or Owner's consultant during bidding process for Architect's related work.
- B. Architect Construction Administration Assistance: **\$2,000.00**
- 1.1 Assist Owner's consulting process engineer field team with Construction Administration to:
 - 1.1.1 Provide review of architect related shop drawings.
 - 1.1.2 Punch list for architect related construction.
- C. Reimbursables:
- Reimbursable costs based on 1.10 times the amounts expended by the Architect in the interest of the project. We believe that the majority of these required expenses will be covered by Owner's consulting engineer's contract. We believe an allowance sufficient for Architect's expenses on behalf of this project would be: **\$1,500**

Thank you for the opportunity to provide a proposal for this design work. If you have any questions, please contact me. Please see attached page 2 for terms, conditions and rates associated with this agreement

Jeff Ernest

Ollmann Ernest Martin Architects PC



OLLMANN ERNEST MARTIN ARCHITECTS
 509 South State Street
 Belvidere, Illinois 61008
 815-544-7790 Phone
 815-544-7792 Fax

**AGREEMENT FOR THE PROVISIONS OF LIMITED PROFESSIONAL SERVICES
 STANDARD TERMS AND CONDITIONS**

Owners Responsibility

1. The Owner shall:
 - a. Hire a process consulting engineer separate from architect's proposal.
 - b. Provide access to the site for all necessary activities required for the Architect to perform their work.
 - c. Supply any available information regarding project requirements.
 - d. Purchase Builders Risk Insurance.
 - e. Contract for signage separately.
 - f. Contract phone, data, and security/alarm and cable systems separately.
 - g. Pay for all permits separately from the architects proposal
 - h. Obtain title company services from others if needed.
 - i. Provide process information from process engineer required for completion of listed tasks.
 - j. Provide any necessary soil investigations.

Compensation

1. Where compensation shall be hourly basis, or for additional services, the following fee schedule shall apply:

a. Clerical	\$70.00/hour	f. Project Manager	\$120.50/hour
b. Accounting	\$82.00/hour	g. Project Architect	\$120.50/hour
c. Interior Designer	\$87.00/hour	h. Structural Engineer	\$125.50/hour
d. Intern Architect	\$55.00/hour	i. MEP Engineer	\$125.50/hour
e. Spec Writer	\$115.50/hour	j. Principal	\$155.00/hour
2. Compensation for reimbursable expenses as described below shall be based on 1.10 times the amounts expended by the Architect in the interest of the project. Including but not limited to Expenses for out-of-town travel in connection with the Project @ \$.54/mile, Long distance communications, Reproductions and photography, Postage.

Changes and Additional Services

If the Architect is asked to perform services in addition to those listed herein by reason of changes ordered by the Owner, or for project(s) not listed, the Architect shall receive compensation for these additional services in accordance with the hourly rates in section Compensation or on the basis of fixed fees.

Payment

Payments to the Architect shall be made monthly and shall be in proportion to services performed and within 30 days after presentation of Architect's invoice. Bills unpaid after 30 days shall be subject to 1.5% or legal rate on unpaid balances. Any amount unpaid after 90 days of a billing date, the owner shall pay all costs of collection, including reasonable attorney's fees.

Limitation of Liability

In recognition of the relative risks, rewards and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, the Architect's total liability to the Owner for any injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed 2 times the contract amount between the Owner and the Architect. Such causes include, but not limited to, the Architects negligence, errors, omissions, strict liability, breach of contract or breach of warranty

Termination of Agreement

This agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others other than the Architect or discontinued, at the Owner's request, the Architect shall be paid for services performed to termination date, including reimbursements then due.

Ownership of Documents

Ownership of documents as instruments of service is and shall remain the property of the Architect.

Successors and Assigns

The Owner and the Architect respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party to the Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in the Agreement without the written consent of the other.

BELVIDERE PUBLIC WORKS

401 Whitney Boulevard

Belvidere, IL 61008

Phone 815-544-9256

Fax: 815-544-4255

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: June 7, 2016
Re: Request for No Parking Zone – Landmark Drive cul-de-sac

Attached is a request from Americold to establish a no parking zone in the cul-de-sac at the end of Landmark Drive. They are concerned about the number of trucks currently parking in the cul-de-sac, which interferes with shipping and receiving at their facility.

After review of the situation with the Police Department, I would recommend that a no parking zone be created in the cul-de-sac at the end of Landmark Drive. Refer to City Attorney for drafting of the required ordinance.



November 17th, 2016

Public Works
City of Belvidere
401 Whitney Blvd
Belvidere, IL 61008

To whom it may concern;

We operate a building at 977 Landmark Drive, Belvidere, IL as Americold Logistics.

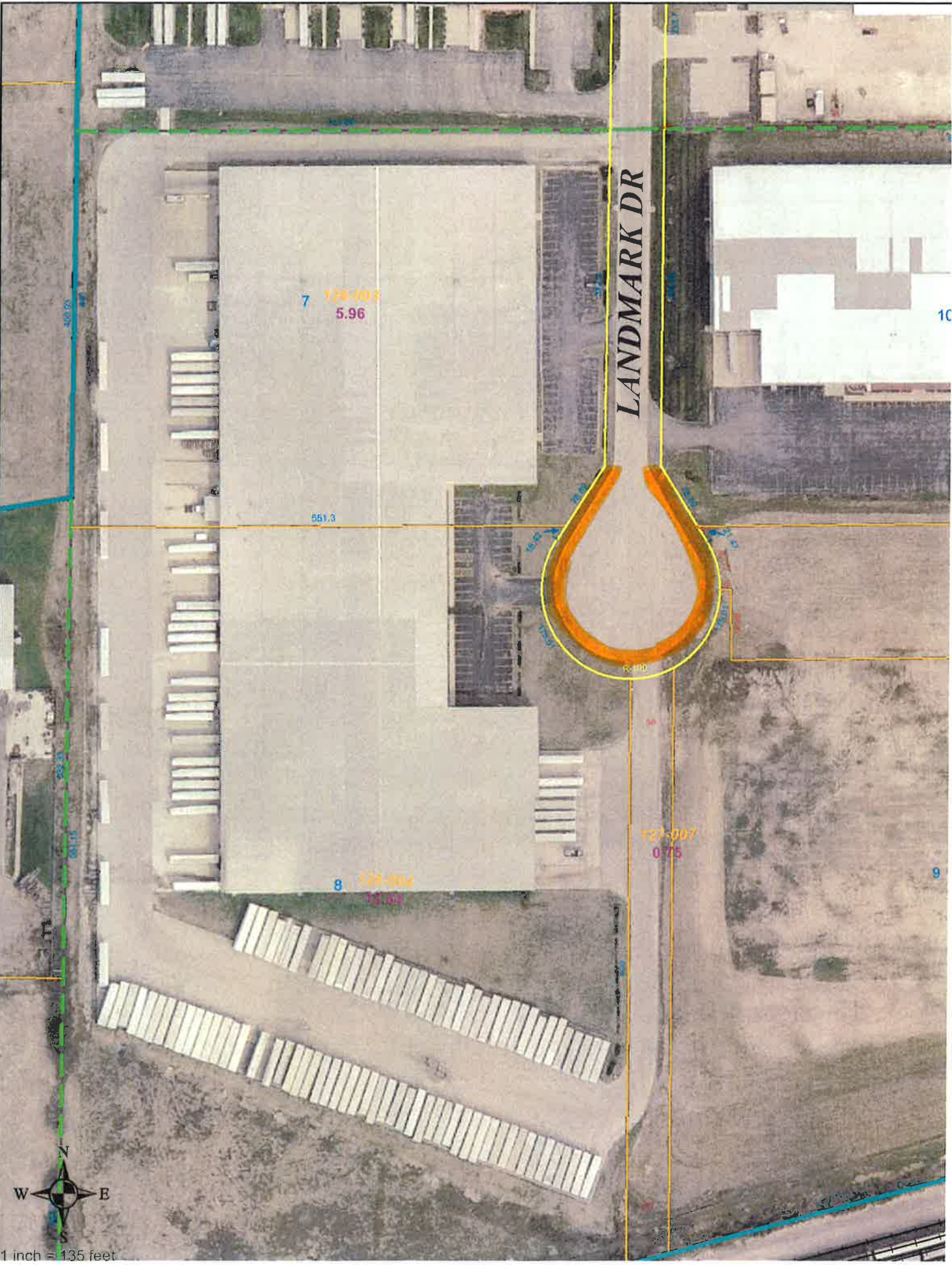
For the past 5 years we have had difficulty with truck drivers parking in the cul-de-sac outside our operation. We unfortunately have had the police called on multiple occasions due to trucks parking in the way.

We are asking your department to assist in additional signage in the cul-de-sac and surrounding areas as we believe it could be beneficial especially if there are fines involved.

In light of the new business across the drive opening in 2017 and our increasing business, it will cause additional issues with trucks parking in the way. We feel any assistance you can offer will help many of the businesses on Landmark Drive.

Sincerely,

Jamie Proctor
General Manager
Americold – Belvidere



LANDMARK DR

7 121-003
5.96

581.3

8 121-004
11.53

121-007
0.75

10

9



1 inch = 135 feet

Illinois Transportation Legislative Initiative
Resolution of Support to Benefit the Economy & the Citizens of Illinois
(80% Highways/20% Transit & Highways Portion at 60% IDOT/40% Local Roads)

WHEREAS, transportation infrastructure is critical to the safety, quality of life and economic vitality throughout Illinois; and

WHEREAS, the transportation system in Illinois is comprised of a seamless network of state highways, county highways, city streets, and township roads, as well as transit, rail and other alternative forms of transportation; and

WHEREAS, citizens are reliant upon the vast and seamless network of public roads to carry business, products, services, postal delivery, parcel delivery, utilities, school bus, agriculture, emergency services; and,

WHEREAS, the users of this system of public roads in Illinois pay for the upkeep and improvement of those public roads through highway user fees; and

WHEREAS, local government is responsible for over 88% of the public road mileage in Illinois carrying 40% of the traffic in the state, thereby contributing 40% of the highway user fees collected by the state, including both motor vehicle revenue paid to the Secretary of State and motor fuel tax paid at the fuel pump; and

WHEREAS, in 2014 only 21.5% of those highway user fees were returned to reinvest in local roads, which was \$577M less than the 40% generated by local roads, which received \$561M in MFT distributions; and

WHEREAS, the continual reinvestment of highway user fees in the basic maintenance that is necessary for every part of the highway network is absolutely essential for those benefits of safety, quality of life and economic vitality to continue; and

WHEREAS, the State of Illinois has not approved a transportation capital program that maintains support of ongoing funding for that continual reinvestment since 1999 and yet local roads in Illinois have experienced costs for basic county highway maintenance in 2014 that were 2.4 times greater than they were in 2000 and those costs continue to climb while local governments are forced to defer and even suspend the most basic maintenance on their local roads; and

WHEREAS, the number of commercial vehicles along with their sizes and weights continue to grow due to the competitive world market requiring improvements to the local road system to safely accommodate such increase in the number, sizes and weights of commercial vehicles in relation with all other highway users; and

WHEREAS, it is critical for every local government to improve their local roads in order to continue to be an effective part of the seamless highway network that allows Illinois to supply its produce, products and services to the world market competitively; and

WHEREAS, the state's economy continues to face pressures that would be mitigated by a public infrastructure capital construction initiative to provide workers throughout Illinois, from highly urbanized to rural areas, with employment, along with jobs associated with capital infrastructure improvement, such as equipment and material suppliers; and

WHEREAS, it is important to focus on the entire transportation system, including local and state roads, interstate highways, bridges, public transit, airports, waterways and freight rail because no partial component operates without other systematic elements of the transportation network; and

NOW THEREFORE BE IT RESOLVED that we hereby notify the Governor, Legislators and the IDOT Secretary that we request the adoption and implementation of the *Illinois Transportation Legislative Initiative* to Benefit the Economy and the Citizens of the State of Illinois; and this *Illinois Transportation Legislative Initiative* specifically requests:

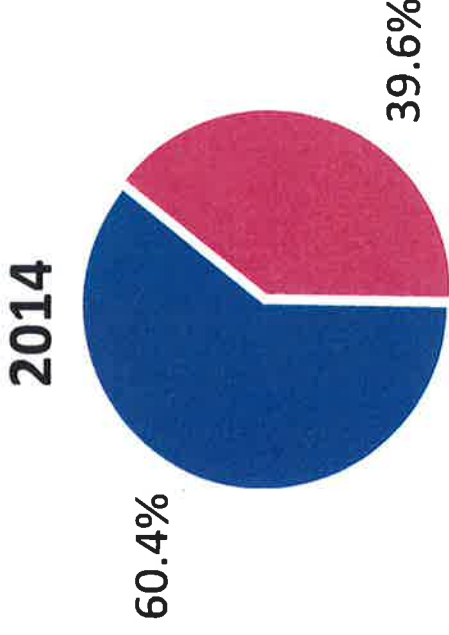
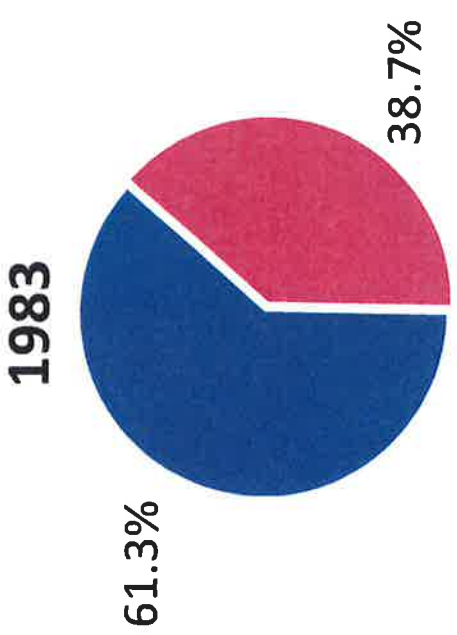
- 1. The Illinois DOT Secretary will seek input from and collaborate with County Engineers, Municipal Street Officials, Township Highway Commissioners and Transit Officials to develop an *Illinois Transportation Plan* to immediately begin to address the needs of our Illinois transportation system using the funding distribution of 80% Highways/20% Transit with the highway funding sub split of 60% IDOT/40% Local Roads, distributing the Local Road share through existing MFT distribution formula; and**
- 2. The Governor and General Assembly will adopt and ensure implementation of an *Illinois Transportation Bill* that requires the distribution of all highway user fees and additional transportation investment at the same funding distribution through the existing MFT distribution formula as identified above.**

BE IT FURTHER RESOLVED that upon adoption, signed copies shall be forwarded to:

- The Honorable Bruce Rauner, Governor of the State of Illinois
- The Honorable John Cullerton, President of the Illinois Senate
- The Honorable Michael Madigan, Speaker of the Illinois House of Representatives
- The Honorable Christine Radogno, Minority Leader of the Illinois Senate
- The Honorable James Durkin, Minority Leader of the Illinois House of Representatives
- The Honorable State Senators & Reps whose districts include any portion of our area;
- Randy Blankenhorn, Secretary of the Illinois Department of Transportation

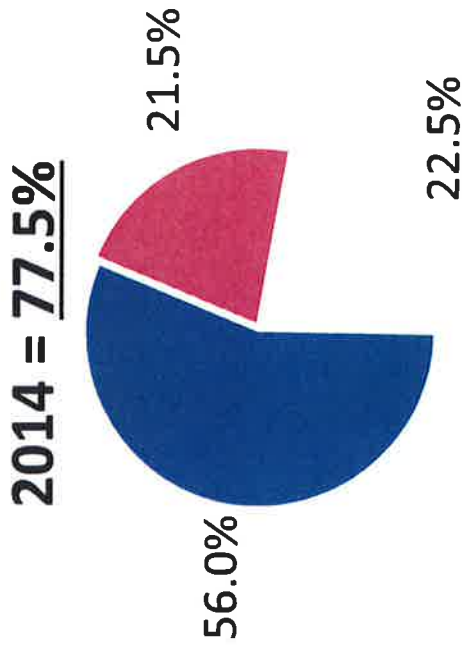
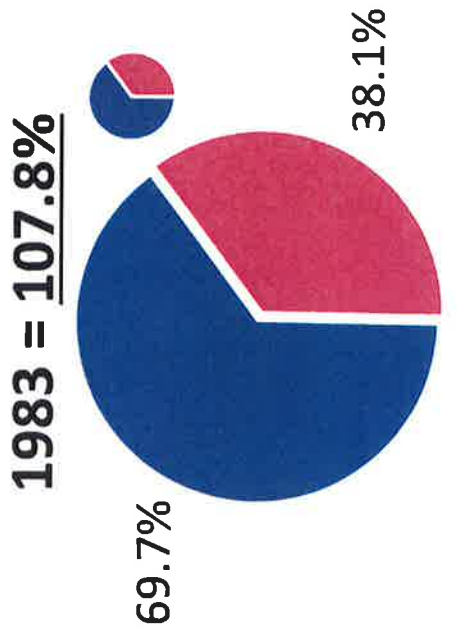
Contribution vs Share of Revenue Stream

Traffic Carried (VMT)



IDOT Local Roads

MFT and MVR Returned To:



IDOT Local Not Returned

IL Transportation Infrastructure Funding Plan:

We have a problem in Illinois besides the budget or lack thereof. We now have a transportation system that has increasing risk for safety problems for our users (business, personal or emergency) and our citizens. We are not maintaining our transportation system to properly avoid these safety concerns.

Cause(s):

1. IL has not kept up on the amount of highway user fees that is dedicated to the roadways. [IL DOT indicates that approximately 75% of the Road Fund is spent on transportation, including road construction, safety, snow plowing and road safety programs. Fully one quarter of the funds are diverted to other state agencies.]
2. IL has not kept up on the amount of highway user fees nor additional investments that has historically been dedicated to Local Roads. In fact, that contribution as a percentage has significantly diminished. This combines with #1 above in a double whack!
3. The costs of supplies and services to maintain highways and roadways have increased significantly. [Cost Increases: Concrete +199%, Asphalt +196%, Fuel +196%, Steel +100%]
4. The IL General Assembly has "swept" funds that were raised and dedicated for our roadways and used them for non-transportation funding. [WQAD reported on May 15, 2013 that "less than half of Illinois road funds [were] spent on roads." An audit report indicated that a large part went to underwrite salaries in various state agencies.]
5. The IL General Assembly has "swept" funds that were raised and dedicated for our roadways and used some of them for *partly* related transportation funding, such as IL State Police funding. However, even in cases that were related, the necessary funding to maintain the quality and safety on our roadways was jeopardized. [Texas has identified \$1.3 Billion just from stopping the transfer of funds to other outside agencies.]
6. In the environment where the state has not remedied this problem, some local municipalities have filled the gap by raising the amount of tax on gasoline for local needs thereby creating uneven gas tax rates, inconsistent road and safety conditions based on governmental boundaries and local pushback to the state attempting to remedy the problem statewide.
7. There is no *IL Transportation Bill* to begin to address and remedy the problem.
8. There is no *IL Transportation Plan* that sets clear goals, strategies and funding requirements to fix the problem.
9. Failure of the IL General Assembly to fix the IL pension reform problem. [Skyrocketing pensions mean less money available for roads; pension's contributions account for 8.2% currently.]
10. The IL DOT has not recently offered a plan for IL Transportation Infrastructure based on collaboration and input from Local Transportation Officials (including county officials and engineers, municipal street, township road and transit officials) and transportation stakeholders (ie., the Transportation for Illinois Coalition). This collaboration and input process had been very effective and served IL well in the past.

11. IL is comparatively lower than most other states in total gas tax (PA-50.3; WA-44.5; NC-35.25; CA-35; RI-34; WV-33.2; ID-33; WI-32.9; MR-32.6; IO-31.8; VT-30.46; SD-OR-MA-30; UT-29.4; MN-28.6; FL-28.4; OH-28; NE-27.7; MT-27; KT-GA-26; KS-25.03; CN-NY-25; WY-MA-24; NH-23.825; NV-23.805; DOC-23.5; ND-DE-23; CO-22; AR-21.8; TN-21.4; LA-20.125 and IL-20.1. These other states are prioritizing their roadway infrastructure to be safe and remain competitive in economic development. 36 states receive more revenue (see list above) and 24 States have increased state taxes in the past 48 months with 50% of the states passing a tax increase to fund infrastructure. The states that have passed the largest funding increases include: VA, GA, PA, MI, TX, NC, MR and WA. 14 other states are currently considering transportation tax increases. These states include those adjoining IL that recognize that the development of their transportation infrastructure is a critical success factor to compete for future economic development.
12. IL loses on gas tax diversions; for every dollar IL sends to the federal government in gas taxes, IL receives 92 cents back.
13. The Feds are becoming less of a partner due to their own budget constraints. Traditionally Feds paid 50-70% of funding but in next 5-10 years the Thompson Research Group forecasts a deep reduction of those shared costs. IL currently contributes only 4% to the FY2016 multi-year transportation program.
14. Finally, the fact that IL has failed year after year to address this critical problem indicates a clear failure of leadership at the federal, state and local levels, including both elected and appointed officials, whose job it is to protect our citizens.

Solution(s):

1. IL DOT will collaborate with Local Transportation Officials (identified above) to develop an **IL Transportation Plan**.
2. IL state, counties, municipalities, MPO/planning commissions and Local Transportation Officials should prioritize transportation maintenance over new build.
3. Counties, municipalities, MPOs/planning commissions and regional/statewide orgs must stay informed and collaborate with Local Transportation Officials on IL transportation issues.
4. General Assembly members should communicate with and seek input from their District Local Transportation Officials and MPO/Planning Commissions on transportation issues or projects.
5. Local and state elected Officials must lead the effort with **an IL Transportation Legislative Initiative** in order to ensure successful passage.
6. Counties and Municipalities will review the **IL Transportation Legislative Initiative Support Plan** and pass Resolutions calling for the IL Gov. and General Assembly to adopt and ensure implementation of the **IL Transportation Legislative Initiative**.
7. The **IL Transportation Legislative Initiative** will eliminate all transportation funding diversions, transfers and sweeps for other agencies or purposes, and includes adoption of an **IL Transportation Bill** requiring the distribution of new revenue from IL highway user fees and other IL transportation investment at the 80% highways/20% transit split with highways sub split at 60% IDOT/40% Local Roads.



Illinois Transportation Legislative Initiative

Resolution of Support to Benefit the Economy & the Citizens of Illinois (80% Highways/20% Transit & Highways Portion at 60% IDOT/40% Local Roads)

WHEREAS, transportation infrastructure is critical to the safety, quality of life and economic vitality throughout Illinois; and

WHEREAS, the transportation system in Illinois is comprised of a seamless network of state highways, county highways, city streets, and township roads, as well as transit, rail and other alternative forms of transportation; and

WHEREAS, citizens are reliant upon the vast and seamless network of public roads to carry business, products, services, postal delivery, parcel delivery, utilities, school bus, agriculture, emergency services; and,

WHEREAS, the users of this system of public roads in Illinois pay for the upkeep and improvement of those public roads through highway user fees; and

WHEREAS, local government is responsible for over 88% of the public road mileage in Illinois carrying 40% of the traffic in the state, thereby contributing 40% of the highway user fees collected by the state, including both motor vehicle revenue paid to the Secretary of State and motor fuel tax paid at the fuel pump; and

WHEREAS, in 2014 only 21.5% of those highway user fees were returned to reinvest in local roads, which was \$577M less than the 40% generated by local roads, which received \$561M in MFT distributions; and

WHEREAS, the continual reinvestment of highway user fees in the basic maintenance that is necessary for every part of the highway network is absolutely essential for those benefits of safety, quality of life and economic vitality to continue; and

WHEREAS, the State of Illinois has not approved a transportation capital program that maintains support of ongoing funding for that continual reinvestment since 1999 and yet local roads in Illinois have experienced costs for basic county highway maintenance in 2014 that were 2.4 times greater than they were in 2000 and those costs continue to climb while local governments are forced to defer and even suspend the most basic maintenance on their local roads; and

WHEREAS, it is critical for every local government to improve their local roads in order to continue to be an effective part of the seamless highway network that allows Illinois to supply its produce, products and services to the world market competitively; and

WHEREAS, the number of commercial vehicles along with their sizes and weights continue to grow due to the competitive world market requiring improvements to the local road system to safely accommodate such increase in the number, sizes and weights of commercial vehicles in relation with all other highway users; and

WHEREAS, the state's economy continues to face pressures that would be mitigated by a public infrastructure capital construction initiative to provide workers throughout Illinois, from highly urbanized to rural areas, with employment, along with jobs associated with capital infrastructure improvement, such as equipment and material suppliers; and

WHEREAS, it is important to focus on the entire transportation system, including local and state roads, interstate highways, bridges, public transit, airports, waterways and freight rail because no partial component operates without other systematic elements of the transportation network; and

NOW THEREFORE BE IT RESOLVED that we hereby notify the Governor, Legislators and the IDOT Secretary that we request the adoption and implementation of the *Illinois Transportation Legislative Initiative* to Benefit the Economy and the Citizens of the State of Illinois; and this *Illinois Transportation Legislative Initiative* specifically requests:

1. The Illinois DOT Secretary will seek input from and collaborate with County Engineers, Municipal Street Officials, Township Highway Commissioners and Transit Officials to develop an *Illinois Transportation Plan* to immediately begin to address the needs of our Illinois transportation system using the funding distribution of 80% Highways/20% Transit with the highway funding sub split of 60% IDOT/40% Local Roads, distributing the Local Road share through existing MFT distribution formula; and
2. The Governor and General Assembly will adopt and ensure implementation of an *Illinois Transportation Bill* that requires the distribution of all highway user fees and additional transportation investment at the same funding distribution through the existing MFT distribution formula as identified above.

ADOPTED THIS 16th DAY OF SEPTEMBER, 2016 BY THE ILLINOIS CHAPTER OF THE AMERICAN PUBLIC WORKS ASSOCIATION REPRESENTING 408 PUBLIC WORKS PROFESSIONALS IN ILLINOIS.


BRAD BENNETT, P.E.
CHAPTER PRESIDENT

Municipality	2014 Total MFT	Unfunded Mandate	APWA-IL Member	Resolution Passed
Alton	\$ 689,852.31	\$ 709,081.53	X	
Belvidere	\$ 633,406.48	\$ 651,062.31	X	
Bloomington	\$ 1,896,629.66	\$ 1,949,497.08	X	
Carbondale	\$ 641,254.43	\$ 659,129.01	X	
Champaign	\$ 2,006,674.31	\$ 2,062,609.16	X	
Chatham	\$ 284,704.90	\$ 292,640.88	X	
Cherry Valley	\$ 78,281.46	\$ 80,463.51	X	
Coal Valley	\$ 92,665.25	\$ 95,248.24	X	
Cobden	\$ 28,643.77	\$ 29,442.20	X	
Collinsville	\$ 633,257.93	\$ 650,909.62	X	
Columbia	\$ 240,315.67	\$ 247,014.33	X	
Danville	\$ 817,647.68	\$ 840,439.12	X	
Decatur	\$ 1,884,548.28	\$ 1,937,078.94	X	
East Moline	\$ 527,372.49	\$ 542,072.68	X	
East Peoria	\$ 579,362.05	\$ 595,511.42	X	X
Edwardsville	\$ 601,420.49	\$ 618,184.73	X	
Effingham	\$ 305,203.63	\$ 313,711.00	X	
El Paso	\$ 69,567.02	\$ 71,506.16	X	
Fairview Heights	\$ 422,799.14	\$ 434,584.41	X	
Forsyth	\$ 86,401.75	\$ 88,810.15	X	
Galena	\$ 84,891.57	\$ 87,257.87	X	
Galesburg	\$ 797,049.89	\$ 819,267.18	X	
Germantown Hills	\$ 85,114.39	\$ 87,486.90	X	
Glen Carbon	\$ 320,206.34	\$ 329,131.90	X	
Godfrey	\$ 445,179.42	\$ 457,588.53	X	
Greenville	\$ 173,298.63	\$ 178,129.23	X	
Herrin	\$ 309,486.59	\$ 318,113.34	X	X
Heyworth	\$ 70,334.49	\$ 72,295.02	X	
Highland	\$ 245,564.16	\$ 252,409.11	X	
Hoffman Estates	\$ 1,284,761.74	\$ 1,320,573.70	X	
Kewanee	\$ 319,760.72	\$ 328,673.86	X	
Lincoln	\$ 359,074.74	\$ 369,083.73	X	
Litchfield	\$ 171,788.45	\$ 176,576.95	X	
Loves Park	\$ 594,067.68	\$ 610,626.96	X	
Macomb	\$ 504,225.37	\$ 518,280.35	X	
Mahomet	\$ 179,685.92	\$ 184,694.56	X	
Milan	\$ 126,235.66	\$ 129,754.40	X	
Moline	\$ 1,076,506.32	\$ 1,106,513.29	X	
Morton	\$ 402,721.26	\$ 413,946.87	X	
Mt Vernon	\$ 378,211.88	\$ 388,754.31	X	
Normal	\$ 1,299,665.42	\$ 1,335,892.82	X	
O'Fallon	\$ 702,998.24	\$ 722,593.90	X	
Pecatonica	\$ 54,341.51	\$ 55,856.25	X	
Pekin	\$ 844,063.33	\$ 867,591.09	X	X
Plano	\$ 268,761.40	\$ 276,252.96	X	
Pontiac	\$ 295,375.11	\$ 303,608.51	X	

Quincy	\$	1,005,948.99	\$	1,033,989.22	X
Rantoul	\$	320,379.65	\$	329,310.04	X
Rochelle	\$	237,022.99	\$	243,629.86	X
Rock Island	\$	965,966.54	\$	992,892.28	X
Rockford	\$	3,784,619.15	\$	3,890,113.14	X
Rockton	\$	190,257.12	\$	195,560.42	X
Salem	\$	185,305.76	\$	190,471.05	X
Savoy	\$	180,230.57	\$	185,254.39	X
Shiloh	\$	316,022.40	\$	324,831.34	X
South Beloit	\$	195,381.82	\$	200,827.97	X
Springfield	\$	2,877,995.02	\$	2,958,217.41	X
Sterling	\$	380,514.27	\$	391,120.88	X
Troy	\$	244,796.69	\$	251,620.25	X
Urbana	\$	1,021,224.05	\$	1,049,690.06	X
Winnebago	\$	76,771.29	\$	78,911.24	X
TOTALS	\$	35,895,815.24	\$	36,896,389.60	61

\$ 576,800,985.78 = Total Local Road Unfunded Mandate
 \$ 561,159,014.22 = 2014 Local Road MFT Distribution through Formul

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE (NIMEC) AND AUTHORIZING THE MAYOR TO APPROVE A CONTRACT WITH THE LOWEST COST ELECTRICITY PROVIDER FOR A PERIOD UP TO 36 MONTHS.

WHEREAS the City of Belvidere ("The City") is a municipality in accordance with the Constitution of the State of Illinois of 1970; and,

WHEREAS, on January 2, 2007, the State of Illinois implemented a plan to deregulate Commonwealth Edison; and,

WHEREAS, as a result of this deregulation, electricity may be purchased based on market price and Commonwealth Edison will no longer be the sole supplier of electricity in Northern Illinois, resulting in new electricity suppliers being able to compete against Commonwealth Edison, and competitive market forces dictating the price of electricity; and,

WHEREAS, the City of Belvidere has selected the Northern Illinois Municipal Electric Collaborative (NIMEC) to serve as the City's broker relative to the acquisition of electrical energy for City facilities, due to NIMEC's municipal experience and the fact that NIMEC is the largest municipal Collaborative in northern Illinois which will be aggregating the energy needs of 150 government members of the Collaborative in order to secure more competitive pricing based in higher volumes than can be provided individually to a single municipality; and,

WHEREAS, there is no cost to join NIMEC, with the amount of compensation that NIMEC receives, if the City chooses the NIMEC electricity supplier, being built into the prices bid by the electricity, so there will be no direct payment made to NIMEC by the City; and,

WHEREAS the City has been working with NIMEC since 2008, and the City has enjoyed a good working relationship with NIMEC; and

WHEREAS, Commonwealth Edison will no longer offer a fixed energy rate for large or medium sized commercial accounts and would instead charge based on a floating hourly rate and the City desires to enter the market to secure a fixed rate, up to 36 months in term.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF BELVIDERE, AS FOLLOWS:

- Section 1.** That the Northern Illinois Municipal Electric Collaborative (NIMEC) has been appointed the City's broker for purposes of obtaining an electricity supply for the City's municipal needs.
- Section 2.** That the Mayor is authorized to negotiate energy rates directly with suppliers in an effort to secure lower energy costs.
- Section 3.** That in light of the time constraints and procedures required, applicable to the acceptance of a competitive bid for a supply of electricity, once the bids are received by NIMEC, the Mayor is hereby authorized to sign the contract with the most optimal bidder, with the Mayor being hereby directed to place said contract on the first available City Board regular meeting following the execution thereof by the Mayor, for ratification by the City Board.
- Section 4.** That the Mayor is authorized to name the Finance Director as the Mayor's designee in matters concerning the bid.
- Section 5:** The Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

ADOPTED this ____ day of _____ 2017, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____th day of _____ 2017.

_____, Mayor of the City of
_____, _____ County, Illinois

THE LAKOTA GROUP

116 West Illinois Street, 7th Floor
Chicago, Illinois 60654
312.467.5445, 312.467.5484 (fax)

December 11, 2016

10-YEAR HISTORIC PRESERVATION PLAN – CITY OF BELVIDERE (IL)

PROFESSIONAL SERVICES AGREEMENT between The Lakota Group (Lakota or Consultant) and the City of Belvidere, Illinois (City)

I. PURPOSE

The primary purpose of the City of Belvidere 10-Year Historic Preservation Plan is to create a set of community-supported preservation planning policies and recommendations that build on prior preservation programs and initiatives. The Plan also seeks to address preservation issues that are of critical importance to the citizens of Belvidere. The 10-Year Historic Preservation Plan will also focus on key implementation strategies that identify important implementation partners and key short and long-term actions.

II. WORK PLAN

The Work Plan for this assignment is described in Tasks 1.1 through 2.9 of The Lakota Group's Request for Proposal document dated November 4, 2016, attached hereto and incorporated herein.

III. TIMELINE

Lakota recognizes that time is of the essence and will complete the 10-Year Historic Preservation Plan within twelve (12) months from the date of contract execution. A detailed project schedule will be prepared after execution of this contract.

IV. COMPLIANCE WITH LAWS

Lakota shall give notices and comply with laws, ordinances, rules, regulations and orders of all public authorities applicable to these services and shall comply with all federal, state and local tax laws and social security, unemployment compensation and workers' compensation acts applicable to the performance of these services.

V. EQUAL OPPORTUNITY

Each party represents that it is an equal opportunity employer and will operate to comply with all applicable federal, state and local laws relating to equal employment opportunities, and if required, with the rules or regulations enforced by the Office of Federal Contract Compliance or any similar federal or state agency monitoring employment practices or government contracts.

VI. ENTIRE AGREEMENT

This Agreement contains the full understanding of the parties with respect to the subject matter hereof, and it supersedes all prior proposals, agreements, memoranda, statements and representations, written or oral, between the parties. In the event of any conflict between the terms of this Agreement and the Prime Contract, the terms of this Agreement shall govern.

VII. CONFIDENTIALITY

No party hereto shall disclose any information of any nature regarding this Agreement, except that either party may make such disclosures as are specifically required by law. The parties hereto understand and acknowledge that the City of Belvidere is a governmental entity governed by the Illinois Public Freedom of Information Act. In the event that a proper Public Information request is received and is deemed to apply to confidential information, the City shall give prompt notice to Lakota.

VIII. CONFLICT OF INTEREST

Lakota certifies the no employee or officer of any agency with an interest in the Agreement has any pecuniary interest in the business of the Consultant or this Agreement, nor does any employee or officer have an interest that would conflict in any manner or degree with the Consultant's performance of this Agreement.

IX. GOVERNING LAW

This Agreement has been executed in several counterparts, each of which shall be deemed an original but all of which shall be deemed to be the same agreement. This agreement shall be construed in accordance with the laws of the State of Illinois. Proper venue of dispute resolution shall be exclusively in the Courts of Boone County, Illinois.

X. INSURANCE

Lakota will provide the City of Belvidere with evidence of insurance, including liability, umbrella and automobile as required. The City will be named as an additional insured as appropriate to City requirements.

XI. SEVERABILITY

For any reason, the Agreement may be cancelled, in whole or in part, by Lakota or upon the City's written notice. The City may pay Lakota's costs actually incurred as of the date of receipt of notice of termination. Upon termination, Lakota will deliver all documents and products of whatever kind, and their reproducible originals related to the assignment, which have been produced to the date of the notice of termination.

XII. INVOICING

Lakota shall submit monthly invoices to the City, and each invoice shall be subject to the audit and approval of the City. Invoices will be accompanied by receipts for all reimbursable expenses and shall be itemized and detailed as to the type/date of the services/tasks performed. The City Council approves invoices once per month. The City shall pay any approved invoice promptly upon City Council approval.

XIII. PROJECT TERMS

Professional fees and reimbursable expenses for Lakota and its sub-consultants shall not exceed the total project budget.

Total Project Budget not to exceed \$29,960.

The above Project Budget includes all expenses and one unbound original, five (5) bound paper copies and one (1) electronic/PDF copy. If additional report copies are requested, printing cost estimates will be provided. The Project Budget also includes the production of all meeting minutes and proceedings. The City of Belvidere shall have the right to reproduce and distribute the report.

The above fee estimate does not include any additional meetings, project reviews, presentations, studies, plans or designs other than those outlined in Section II: Work Plan.

Any additional services requested in writing of Lakota beyond those listed within the work plan above will be conducted on an hourly basis and billed per Lakota's current billing rates. Additional services will be conducted under an amendment to this agreement. If requested, a fee estimate will be provided for a task or an assignment based on a defined work scope; additional meetings will be conducted under a flat rate cost of \$500 per meeting.

Lakota Billing Rates (2015):

Principal	\$250
Vice President	\$200
Senior Associate/Senior Advisor	\$180
Project Planner/Designer/Manager	\$150
Planner/Urban Designer/Landscape Architect	\$120 - \$130
Research/Operations Staff	\$90

Reimbursable expenses will be billed at 1.1 times direct expense to cover administration and will include:

- *Travel* (airfare, mileage/parking/cabs/out-of-region meals & lodging)
- *Delivery* (messenger/express/postage)
- *Copying/Reproduction*
- *Renderings/Models* (if requested by client)
- *Special Supplies* (if extra markers/graphic tape/pantone needed)
- *Miscellaneous* (municipal documents, special reports, data)

Professional fees and expenses will be billed monthly for work completed.

XIV. NOTICES

Written notice between the parties shall be deemed to have been duly served if delivered in person or by certified mail to the following addressees:

To the City:

City of Belvidere
City Clerk
401 Whitney Boulevard
Belvidere, Illinois 61108

To the Consultant:

The Lakota Group
116 W. Illinois Street, 7th Floor
Chicago, Illinois 60654

Either party may terminate this agreement 15 days after written notice. Lakota shall be compensated for all services performed up to the date of notice.

Please indicate acceptance of this agreement by signing one copy and returning it to our office listed above. Lakota will begin work after receiving written authorization to proceed via fax, email, mail or messenger. The Lakota Group appreciates the opportunity to provide the City of Belvidere with Professional Planning Services.

The Lakota Group

Scott Freres, PLA, ASLA
President

Date

City of Belvidere

Signature

Printed Name and Title

Date

Section II Work Plan: Attached RFP from The Lakota Group Dated November 4, 2016

PHASE 1: STATE OF THE CITY

The first-phase analysis will include a comprehensive review of the following:

- Previous historic resource surveys — including the Downtown Historic Commercial District and Courthouse Square Surveys.
- Previous National Register nomination – including the Belvidere North and South State Districts, as well as individual building nominations.
- Previous Local District nominations - including the West Hurlbut Avenue Local District and individual Landmark designations.
- Belvidere Historic Preservation Ordinance, and the Belvidere Zoning Code and Zoning Maps.
- Previous preservation plans and studies.
- Current and in-production community and neighborhood plans, including the Boone County Comprehensive Plan, Belvidere Growth Management Study, and Downtown Transit Study.
- Current administrative rules and annual work plan for the Belvidere Historic Preservation Ordinance.
- Economic data and development trends.
- Boone County CDBG Consolidated Plan.
- Tourism studies.
- Evaluation of current Belvidere incentive program and tax credit rehabilitation activity.
- Other plans and reports.

The first-phase of the planning process will also include focus group and stakeholder listening sessions, and City of Belvidere staff review. Document analyses and results of the interview session process.

TASK 1.1: PROJECT START MEETING (VISIT 1, MEETING #1)

A project start meeting will be organized and conducted with the City of Belvidere planning staff and members of the Historic Preservation Commission, to introduce the Lakota and discuss:

- Client Planning Mission
- Steering Committee Formation and Organization
- Potential Historic Context Committee, if needed to assist Lakota in the identification and development of specific historic contexts that should be considered in the creation of the Preservation Plan.
- Initial Preservation Planning Issues and Challenges
- Work Plan and Schedule
- Community Engagement Program
- Available Data, Resources, and Resource People

The Work Plan and Schedule will be refined based on input received during the project start meeting. A more specific calendar of meeting dates and work products will be developed along with a list of needed data sources and potential key person interviews during the process.

TASK 1.2: RECONNAISSANCE TOUR (VISIT #1, MEETING #2)

During the same day or visit as the Project Start Meeting, Lakota will conduct, along with City staff and members of the Historic Preservation Commission and other interested stakeholders, a reconnaissance driving tour of Belvidere to identify and record existing landmarks and historic districts (both local and National Register), and areas of potential historic districts and critical resources. The Client will be responsible for arranging the bus/van tour. Lakota will also conduct separate driving/walking tours as needed during this visit and future ones as needed throughout the process.

TASK 1.3: PROJECT WEBSITE

Lakota will create a project website that describes the overall preservation planning project and process. The website will be interactive in allowing the public to access documents, such as project updates and communications, draft and final plan documents, workshop materials and surveys, as well as to post comments and other information.

TASK 1.4: FIELDWORK (VISIT #2, MEETING #3)

Lakota will undertake additional field investigations, photography and reconnaissance work of Belvidere to document Belvidere architectural styles and building forms, potential survey areas and historic districts, existing conditions and preservation planning constraints and opportunities.

TASK 1.5: HISTORIC PRESERVATION COMMISSION ORIENTATION/STRATEGIC PLANNING SESSION (VISIT #3; MEETING #4)

Lakota will conduct a formal orientation and discussion session with the Historic Preservation Commission regarding the Historic Preservation Plan, key preservation issues and, goals and objectives going forward. Other municipal or county departments and commissions can also be invited to attend

TASK 1.6: STEERING COMMITTEE LISTENING SESSION (VISIT #4; MEETING #5)

Lakota will conduct a focus group discussion with the Steering Committee to review preservation planning issues and constraints and opportunities regarding Belvidere’s historic preservation program.

TASK 1.7: STAKEHOLDER LISTENING SESSIONS (VISIT #4; MEETING #6)

Listening sessions will be conducted with elected and appointed officials, preservation advocates and advocacy groups, developers, homeowner organizations and neighborhood association, property owners, realtors, financial institutions and other stakeholders to discuss local historic preservation issues and potential preservation planning strategies.

TASK 1.8: DATA AND INFORMATION COLLECTION

Lakota will collect additional information and data as necessary to conduct analysis of local preservation issues. An additional meeting can be scheduled with a historic context committee to discuss historic context themes and heritage resources to be evaluated as potential landmarks and districts.

TASK 1.9: MAPPING

Lakota will collect City or County GIS information, other digital maps, Sanborn maps and aerial photos from the City of Belvidere for use in preparing maps that document existing historic districts and surveyed areas. New maps will be developed documenting potential survey areas, historic districts, areas of special concern to the City of Belvidere. The maps will be refined as information becomes available during the process.

TASK 1.10: ANALYSES

The Lakota Team will analyze relevant documents and plans, resource inventories, reconnaissance observations, listening session results, and other materials and information. Research will also be conducted into best practices in historic preservation planning with a determination of opportunities for strategic action in Belvidere.

TASK 1.11: COMMUNITY SPEAK-OUT SESSION (VISIT #5, MEETING #7)

The Team will organize and host a Community Open House and Speak-Out Session with community stakeholders and residents to introduce the preservation planning process and to discuss preservation issues and opportunities in an informal open house or “speak-out” format. Interactive preservation issue booths, a “piggy bank” voting exercise, a mapping station and round-table discussions will be employed as part of the open house to gain community feedback on preservation issues and possible strategies and solutions. This informal open-ended format provides a more relaxed atmosphere and setting for residents to participate rather than a lecture-discussion format. The mapping station will allow community residents to map out where there are historic resources of critical importance to Belvidere. Prior to the Speak-Out session, the Team will prepare a workshop announcement or mailer, a press release, and a website update to help raise Speak-Out session awareness. Reproduction and distribution of mailings and announcements will be the responsibility of the City. Prior to the workshop, Lakota will update the project website and work with the City to prepare workshop announcements and other communication pieces.

TASK 1.12: SPEAK OUT SESSION SUMMARY (DELIVERABLE #1)

Lakota will complete a summary of the Speak-Out session results and feedback. The summary will be delivered to the City, Steering Committee, Historic Preservation Commission and posted to the Project Website.

TASK 1.13: STATE OF THE CITY/DRAFT PRESERVATION CONCEPTS AND DIRECTIONS (PROGRAM OVERVIEW) REPORT (DELIVERABLE #2)

Lakota will prepare a *State of the City/Draft Preservation Concepts and Directions Report* as the program overview that will serve as a summary of the stakeholder listening sessions, the reconnaissance tour/survey, and research and other information analysis.

The report will be organized as follows:

- Historic Contexts and Belvidere Architecture
- Existing Landmarks and Districts
- Previous Preservation Planning Documents, Surveys and Documentation Initiatives
- Municipal Historic Preservation Programs, Ordinance,
- Landmarking and Design Review Procedures
- City Planning and Zoning-related Processes and Programs
- Incentives and Economic Development Programs
- Other City Departments and Preservation Program Responsibilities

- Existing Partnerships and Organizational Relationships
- Draft Preservation Planning Objectives, Strategies and Concepts

The report document will be delivered in electronic form to the City and the Steering Committee. A draft will also be forwarded to the Illinois Historic Preservation Agency. Lakota will consult with the City and the Historic Context Committee for the development of a more current context statement.

TASK 1.14: CITY STAFF REVIEW MEETING (VISIT #6, MEETING #8)

Lakota will meet with City staff to review the *Draft Preservation Concepts and Directions Report* and consider draft revisions prior to the on-site meeting with the Steering Committee.

TASK 1.15 STEERING COMMITTEE MEETING (VISIT #7, MEETING #9)

Lakota will conduct an on-site review meeting with the Steering Committee and City planning staff to review the *Draft Preservation Concepts and Directions Report*, check planning assumptions, and sharpen historic preservation planning goals and objectives.

TASK 1.16: REVISED STATE OF THE CITY REPORT (DELIVERABLE #3)

Lakota will prepare a revised *Preservation Concepts and Direction Report* based on Advisory Committee and City staff comments. The Revised Preservation Concepts and Directions Report will be prepared and delivered in both booklet and electronic form. The final version of the Report will be posted to the project website.

PHASE 2: HISTORIC PRESERVATION PLAN

During this phase, Lakota, together with City leaders, the Advisory Committee, Historic Preservation Commission, preservation advocates, property/business owners, and residents, will complete the 10-Year Historic Preservation Plan and generate a range of implementation actions and program to help implement the strategies and recommendations presented in the Plan.

TASK 2.1: DRAFT HISTORIC PRESERVATION PLAN (DELIVERABLE #4)

Lakota will prepare a *Draft 10-Year Historic Preservation Plan* for the City of Belvidere, the Advisory Committee and the Historic Resources Commission that will include the following chapters:

- Plan Introduction and Purpose.
- State of the City Summary
- Community Engagement Program.
- Belvidere Architecture and Historic Contexts.
- Preservation Plan Vision and Policies.
- Preservation Planning Priorities and Strategies
- Implementation Action Strategies

Preservation planning implementation strategies presented within the planning document will focus on the following elements:

- Priority survey areas and future landmarks and historic districts.
- Enhancements to Historic Preservation Commission operations and review procedures, including any needed changes to enabling ordinances and administrative procedures.
- Preservation-based economic development strategies.
- Education, advocacy and outreach strategies.
- Downtown and neighborhood revitalization and conservation strategies.
- Partnership opportunities with other organizations, agencies and entities Integration of preservation planning policies and initiatives in other comprehensive and district level planning activities.
- Planning strategies to mitigate threats and development pressures to historic resources.

TASK 2.2: CITY STAFF REVIEW MEETING (VISIT #8, MEETING #10)

Conduct a conference call with City Staff to review the Draft 10-Year Historic Preservation Plan and consider revisions prior to the on-site meeting with the Steering Committee. Following the conference call, the revised draft version of the Report will be posted to the project website.

TASK 2.3: STEERING COMMITTEE MEETING (VISIT #9, MEETING #11)

A review meeting with the Steering Committee and City planning staff will be conducted to review the Draft 10-Year Historic Preservation Plan and discuss potential changes and revisions.

TASK 2.4: COMMUNITY WORKSHOP (VISIT #10, MEETING #12)

A second community workshop with City leaders, Steering Committee, Historic Preservation Commission and planning staff, as well as the community at large will be organized and conducted to present the Draft 10-Year Historic Preservation Plan. Workshop participants

will evaluate Plan strategies per their potential for achieving short and long term preservation planning goals. A PowerPoint presentation will be developed to describe preservation planning strategies and interactive exercises will be used to gauge community support for certain implementation actions. For instance, a “piggy bank” voting exercise could be employed to determine community stakeholder interest in funding certain preservation programs over others. If appropriate, the workshop could be broadcast on local cable television and organized for call-in and e-mail input.

TASK 2.5: WORKSHOP SUMMARY (DELIVERABLE #5)

Lakota will complete a summary of the workshop session results and feedback. The summary will be delivered to the City, Steering Committee and Historic Preservation Commission and posted to the Project Website.

TASK 2.6: REVISED HISTORIC PRESERVATION PLAN (DELIVERABLE #6)

Lakota will prepare a revised 10-Year Historic Preservation Plan document incorporating results from the second community workshop and incorporating additional recommendations on implementation actions. The Revised Plan will be prepared and delivered in both booklet and electronic form and posted to the Project Website.

TASK 2.7: STEERING COMMITTEE MEETING (VISIT #11, MEETING #13)

Lakota will conduct a Steering Committee meeting to review the Revised 10-Year Historic Preservation Plan and make a recommendation for adoption.

TASK 2.8: HISTORIC PRESERVATION COMMISSION HEARING (VISIT #12, MEETING #14)

Lakota will present the 10-Year Historic Preservation Plan to the Belvidere Historic Preservation Commission during its regular meeting. Lakota will revise the Plan based on comments from the Commission in preparation for City Council adoption.

TASK 2.9: CITY COUNCIL PRESENTATION (VISIT #13 MEETING #15)

Lakota will present the 10-Year Historic Preservation Plan to the Belvidere City Council for approval and adoption. Lakota will also complete any changes or revisions to the Plan document based on City Council comments and suggestions.

Sec. 74-213. - Projecting missiles.

It shall be unlawful to cast, throw or propel any missile or arrow on or across any street, alley, or other public place; and it shall be unlawful to throw or deposit any glass, nails, tacks or other similar articles on any street, sidewalk, alley or other public place in the city. It shall be unlawful to cast, throw or propel any missile or arrow on, onto or across any private property without the consent of the owner, except pursuant to lawful authority.

(Code 1982, § 132.07)

ARTICLE VIII. - WEAPONS

Sec. 74-291. - Discharge of weapons.

It shall be unlawful to discharge any firearms, air rifles, pellet guns or similar weapons within the city. However, this section shall not be construed to prevent any police officer from discharging a weapon in the performance of his duty, nor any citizen from discharging any weapon when lawfully defending his person or property. This section shall not apply to peace officers discharging weapons on a practice range designated by the chief of police.

(Code 1982, § 132.06)

Amended
by 324 H
Attached

Sec. 74-292. - Airguns and other miscellaneous firearms.

- (a) It is unlawful for an elementary or secondary school person under age of 21 to knowingly carry on to public or private elementary or secondary school premises or any other public property located within the city limits:
- (1) Any firearm; or
 - (2) Any air gun, including air pistol or air rifle, designed to propel a BB, pellet or any other projectile by the discharge of compressed air, spring, carbon dioxide, or other gas; or
 - (3) Any other dangerous weapon that is likely to produce threatened or real bodily harm, including but not limited to any other type of martial art device.
- (b) Any person violating this section is guilty of a petty offense.
- (c) This section does not apply to any person who by school approval is participating in a sponsored firearms, martial arts, or gun competition on school premises.

(Ord. No. 858F, § 1(132.14), 4-4-94)

Sec. 74-291. - Discharge of weapons.

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