

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
AGENDA

April 6, 2020

Convened in the Council Chambers, 401 Whitney Blvd, Belvidere IL at 7:00 p.m.
Mayor Chamberlain presiding.

(1) Roll Call:

(2) Pledge of Allegiance:
Invocation:

(3) Public Comment: (Please register with the City Clerk):

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of
March 16, 2020; as presented.

(5) Public Hearing: Annual Budget for 2020–2021 fiscal year.

(6) Special Messages and Proclamations:

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Minutes of Committee of the Whole – Public Safety and Finance and
Personnel of March 23, 2020.

(9) Unfinished Business:

(A) Ord. #486H – 2nd Reading: An Ordinance Budgeting for all corporate
purposes for the City of Belvidere, Boone County, Illinois for the fiscal year
beginning May 1, 2020 and ending April 30, 2021.

(B) Ord. #487H – 2nd Reading: An Ordinance Amending Section 110-92, Yield
Intersections, of the City of Belvidere Municipal Code to Add Garfield Ave.
at West 3rd Street as Two Way Yield.

(C) Ord. #488H – 2nd Reading: An Ordinance Amending Chapter 106, of the City
of Belvidere Municipal Code to Add a New Article X, Municipal Gas Use
Tax and Authorizing a Collection Agreement with Nicor Gas Company.

(10) New Business:

- (A) Ord. #489H – 1st Reading: An Ordinance Amending Section 110-2, Exceptions, of the City of Belvidere Municipal Code.
- (B) Res. #2110-2020 – A Resolution Authorizing the Execution of an Agreement between the City of Belvidere and Illinois Fiber Resources Group.
- (C) Res. #2111-2020 – A Resolution Authorizing the Execution of an Intergovernmental Agreement Between the City of Belvidere and Boone County for Information Technology Services.
- (D) Res.#2112-2020 – A Resolution Authorizing the Execution of An Agreement Between the City of Belvidere and General Mills Operations for Re-Construction of a Crosswalk.

Motions forwarded from Committee of the Whole – Public Safety and Finance and Personnel of March 23, 2020.

Motions of Finance & Personnel – Chairman Ratcliffe:

- (A) Motion to accept the National League of Cities Institute (NLCI) City Innovation Ecosystems Grant.

Motions of Public Works – Chairman Freeman:

- (B) Motion to approve the proposal from Arc Design Resources, in an amount not-to-exceed \$50,000.00, to complete the Phase 2 Design Engineering for the Logan Avenue Rehabilitation Project. This work will be paid for from the proceeds of the local motor fuel tax.
- (C) Motion to approve the work order from Baxter & Woodman, in an amount not-to-exceed \$5,000.00, for the preparation and submittal of the Land Application Permit to the IEPA. This work will be paid for from the Sewer Account #61-5-820-6190.
- (D) Motion to purchase six trees from Clavey's Nursery, in the amount of \$870.00, for the Appleton Road Tree Planting Project.

Motion to purchase 45 trees from J Carlson Growers, in the amount of \$6,725.00, for the Appleton Road Tree Planting Project.

Motion to purchase 18 trees from St. Aubin Nursery, in the amount of \$3,053.00, for the Appleton Road Tree Planting Project.

- (E) Motion to approve the proposal from Hanson Professional Services, in an amount not-to-exceed \$23,975.00, for the General Mills Crosswalk Improvements. This work will be paid for from Line Item #41-5-110-8020 and reimbursed by General Mills.

(F) Motion to approve the Block Party Request at 140 Beacon Drive on July 11, 2020, contingent upon termination of the Governor's Executive Orders limiting public gatherings. Barricades will be placed at the intersection of Andrews Drive and Beacon Drive and a barricade at 152 Beacon Drive.

(11) Adjournment:

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
MINUTES

Date: March 16, 2020

Convened in the Belvidere Council Chambers, 401 Whitney Blvd, Belvidere Illinois
at 7:00 p.m.

Call to order by Mayor Chamberlain.

- (1) Roll Call: Present: D. Arevalo, R. Brereton, W. Frank,
T. Porter, T. Ratcliffe, D. Snow and C. Stevens.
Absent: G. Crawford, M. Freeman and Mike McGee.

Other staff members in attendance:

Budget and Finance Director Becky Tobin, Director of Buildings Kip Countryman,
City Treasurer Cory Thornton, Public Works Director Brent Anderson, Fire Chief Al
Hyser, Police Chief Shane Woody, Community Development Planner Gina DelRose,
City Attorney Mike Drella and City Clerk Sarah Turnipseed.

- (2) Pledge of Allegiance:
Invocation:

- (3) Public Comment: Indra Rathod spoke on increasing the number of Video Gaming
Establishments to 31.

Maggie Westlove with Accel Entertainment spoke on increasing
the number of Video Gaming Establishments to 31.

- (4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of
March 2, 2020; as presented.

Motion by Ald. Porter, 2nd by Ald. Snow to approve the minutes of the regular meeting of
the Belvidere City Council of March 2, 2020. Roll Call Vote: 7/0 in favor. Ayes:
Arevalo, Brereton, Frank, Porter, Ratcliffe, Snow and Stevens. Nays: None. Motion
carried.

- (5) Public Hearing: None.

- (6) Special Messages and Proclamations:

(A) Boone County Health Department Presentation – 2019 Novel Coronavirus by
Amanda Mehl.

Belvidere City Council
March 16, 2020

(B) Report of Growth Dimensions by Executive Director Pam Lopez-Fettes.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$1,263,419.18
Water & Sewer Fund Expenditures: \$ 760,240.45

Motion by Ald. Snow, 2nd by Ald. Ratcliffe to approve the General & Special Fund Expenditures in the amount of \$1,263,419.18. Roll Call Vote: 7/0 in favor. Ayes: Brereton, Frank, Porter, Ratcliffe, Snow, Stevens and Arevalo.
Nays: None. Motion carried.

Motion by Ald. Arevalo 2nd by Ald. Ratcliffe to approve the Water & Sewer Fund Expenditures in the amount of \$760,240.45. Roll Call Vote: 7/0 in favor. Ayes: Frank, Porter, Ratcliffe, Snow Stevens, Arevalo and Brereton. Nays: None.
Motion carried.

(8) Committee Reports and Minutes of City Officers:

- (A) Monthly Report of Belvidere Police Department Overtime for February 2020.
- (B) Monthly Report of Belvidere Fire Department Overtime for February 2020.
- (C) Monthly Report of Community Development Department/Planning Department for February 2020.
- (D) Monthly Report of Building Department Revenues, Residential Building Permits and Case Reports for January and February 2020.
- (E) Monthly General Fund Report for February 2020.
- (F) Monthly Water/Sewer Fund Report February 2020.
- (G) Monthly Treasurer Report for February 2020.

Let the record show these reports were placed on file.

(H) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of March 9, 2020.

Motion by Ald. Snow, 2nd by Ald. Porter to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of March 9, 2020. Roll Call Vote: 7/0 in favor. Ayes: Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton and Frank.
Nays: None. Motion carried.

(9) Unfinished Business:

(A) Motion to approve city attorney drafting an ordinance for gas use tax and an agreement with Nicor to collect tax. Tabled October 7, 2019.

Motion by Ald. Porter, 2nd by Ald. Frank to remove from the table the Motion to Approve the city attorney drafting an ordinance for gas use tax and an agreement with Nicor to collect tax. Roll Call Vote: 7/0 in favor. Ayes: Ratcliffe, Snow, Stevens, Arevalo, Brereton, Frank and Porter. Nays: None. Motion carried.

Belvidere City Council
March 16, 2020

Motion to Approve the city attorney drafting an ordinance for gas use tax and an agreement with Nicor to collect tax. Roll Call Vote: 6/0 in favor. Ayes: Snow, Stevens, Arevalo, Frank, Porter and Ratcliffe. Nays: Brereton. Motion carried.

(B) Ord. #485H – 2nd Reading: An Ordinance Amending Section 98-12 of the City of Belvidere Municipal Code. (Sidewalk Café)

Motion by Ald. Ratcliffe, 2nd by Ald. Arevalo to pass Ord. #485H.

Motion by Ald. Snow, 2nd by Ald. Porter to Amend Ord. #485H to incorporate changing the hours of operation to allow Sidewalk Cafés to be open 1 hour later and adding additional language restricting consumption of alcohol only to establishments that derive at least 50% of their gross profit from the sale of food. Roll Call Vote: 7/0 in favor. Ayes: Stevens, Arevalo, Brereton, Frank, Porter, Ratcliffe and Snow. Nays: None. Motion to amend carried.

Further discussion took place on Ordinance #485H as amended. Roll Call Vote on the Motion to Pass Ordinance #485H as amended: 7/0 in favor: Ayes: Arevalo, Brereton, Frank, Porter, Ratcliffe, Snow and Stevens. Nays: None. Motion carried.

(10) New Business:

(A) Ord. #486H – 1st Reading: An Ordinance Budgeting for all corporate purposes for the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2020 and ending April 30, 2021.

(B) Ord. #487H - 1st Reading: An Ordinance Amending Section 110-92, Yield Intersections, of the City of Belvidere Municipal Code to add Garfield Ave. at West 3rd Street as Two Way Yield.

(C) Ord. #488H – 1st Reading: An Ordinance Amending Chapter 106, of the City of Belvidere Municipal Code to Add a New Article X, Municipal Gas Use Tax and Authorizing A Collection Agreement with Nicor Gas Company.

Let the record show Ord. #486H, #487H and #488H placed on file for first reading.

(D) Res.#2108-2020 – A Resolution Authorizing the Execution of An Agreement between the City of Belvidere and Azavar Audit Solutions, Inc.

Motion by Snow, 2nd by Ald. Ratcliffe to adopt Res. #2108-2020. Roll Call Vote: 6/0 in favor. Ayes: Frank, Porter, Ratcliffe, Snow, Stevens and Arevalo. Nays: Brereton. Motion carried.

(E) Res. #2109-2020 – A Resolution Authorizing the Execution of An Agreement Between the City of Belvidere and Tyler Technologies for Implementation of a Cloud Based Financial Software.

Motion by Ald. Arevalo, 2nd by Ald. Ratcliffe to adopt Res. #2109-2020. Roll Call Vote: 7/0 in favor. Ayes: Frank, Porter, Ratcliffe, Snow, Stevens, Arevalo and Brereton. Nays: None. Motion carried.

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of March 9, 2020.

- (A) Motion to approve the proposal from TRC, in the amount of \$40,100.00 for the 2020 Landfill #2 Annual Services. This work is included in the proposed Landfill budget, account number 01-5-335-7900. Roll Call Vote: 7/0 in favor. Ayes: Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton and Frank. Nays: None. Motion carried.
- (B) Motion to enter into an agreement with Lakeland Biologists for the 2020 Farmington Ponds Maintenance Program at an estimated cost of \$15,402.00. This work will be paid for from the Farmington Ponds Special Service Areas. Roll Call Vote: 7/0 in favor: Ayes: Ratcliffe, Snow, Stevens, Arevalo, Brereton, Frank and Porter. Nays: None. Motion carried.
- (C) Motion to approve the low bid from Globe Construction, in the amount of \$46,415.00, for the City's annual sidewalk program. The unit prices are \$8.37/sf for removal and replacement of 4" sidewalk and \$7.50/sf for removal and replacement of 6" sidewalk. This work will be paid for from Line Item #01-5-310-6003. Roll Call Vote: 7/0 in favor: Ayes: Snow, Stevens, Arevalo, Brereton, Frank, Porter and Ratcliffe. Nays: None. Motion carried.
- (D) Motion to approve the low bid from Langton Group, in the amount of \$285.00 per mowing, for the mowing of Water Department Sites. This work will be paid from Water Department Line Item #61-5-810-6040. Roll Call Vote: 7/0 in favor: Ayes: Stevens, Arevalo, Brereton, Frank, Porter, Ratcliffe and Snow. Nays: None. Motion carried.

Motion to approve the low bid from Lawn Maintenance Services, in the amount \$520.00 per mowing, for the mowing of the Public Works Sites. This work will be paid from Street Department Line Item #01-5-310-6002. Roll Call Vote: 7/0 in favor: Ayes: Arevalo, Brereton, Frank, Porter, Ratcliffe, Snow and Stevens. Nays: None. Motion carried.

Motion by to approve the low bid from LawnCare by Walter, in the amount of \$225.00 per mowing, for the Farmington Ponds. This work will be paid from the Farmington Pond Maintenance Fund. Roll Call Vote: 7/0 in favor: Ayes: Brereton, Frank, Porter, Ratcliffe, Snow, Stevens and Arevalo. Nays: None. Motion carried.

- (E) Motion to approve the low bid from Area Services, in the amount of \$23,705.00, for the 2020 Landscape Maintenance Program. This work will be paid for from the Street Department Line Items #05-1-5-310-6002 and #01-5-310-6826. Roll Call Vote: 7/0 in favor. Ayes: Frank, Porter, Ratcliffe, Snow, Stevens, Arevalo and Brereton. Nays: None. Motion carried.
- (F) Motion to approve the low bid from Trees “R” Us, in the amount of \$54,600.00, for tree work from May 1, 2020 to April 30, 2021 for the City of Belvidere. This work will be paid for from Forestry Funds. Roll Call Vote: 7/0 in favor. Ayes: Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton and Frank. Nays: None. Motion carried.
- (G) Motion to approve the appointment of Don Banks to the Community Building Complex Committee. Roll Call Vote: 7/0 in favor. Ayes: Ratcliffe, Snow, Stevens, Arevalo, Brereton, Frank and Porter. Nays: None. Motion carried.
- (H) Motion to approve the appointment of Natalie Mulhall to the Belvidere Planning and Zoning Commission. Roll Call Vote: 6/0 in favor. Ayes: Snow, Stevens, Arevalo, Frank, Porter and Snow. Nays: Brereton. Motion carried.
- (I) Motion to approve the proposal from L5 Drywall in the amount of \$12,525.00 for drywalling at Fire Station 1 upstairs remodel. This cost of work will be paid for from the building repair/maintenance line item #01-5-220-6010. Roll Call Vote: 7/0 in favor. Ayes: Stevens, Arevalo, Brereton, Frank, Porter, Ratcliffe and Snow. Nays: None. Motion carried.

(11) Adjournment:

Motion by Ald. Porter, 2nd by Ald. Ratcliffe to adjourn meeting at 8:28p.m. Aye voice vote carried. Motion carried.

 Mayor

Attest:

 City Clerk

Official Certificate of Publication State of Illinois

County of Boone

City of Belvidere

Rock Valley Publishing, LLC, certifies that it is the publisher of the Belvidere Republican; that such paper is a secular newspaper of general circulation in said county, has been continuously published for more than fifty (50) weeks prior to the first publication of the attached notice; that it is printed and published in the village/city, county and state aforesaid and is a newspaper as defined by 715 ILCS 5/5. It hereby further certifies that a notice, of which the attached notice is a true copy, has been legally published in said newspaper 1 time(s) for 1 consecutive weeks(s); that the first publication was on the 19th day of March, 2020; the last publication was on the 19th day of March, 2020. This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1

Signed



By Denelle Janssen, for Rock Valley Publishing, LLC

CITY OF BELVIDERE, ILLINOIS NOTICE OF PUBLIC HEARING ANNUAL BUDGET ORDINANCE

Notice is hereby given that the corporate authority of the City of Belvidere, Illinois will hold a Public Hearing at 7:00 p.m., Monday, April 6, 2020, on Ordinance 486H, the proposed Annual Budget Ordinance for the 2020-2021 fiscal year. The Public Hearing shall take place in the City Council Chambers, 401 Whitney Boulevard, Belvidere, Illinois.

Copies of the proposed annual Budget Ordinance are accessible for the examination by the public during business hours at the office of the Belvidere City Clerk, 401 Whitney Boulevard, Belvidere, Illinois.

City of Belvidere, Illinois
Sarah Turnipseed, City Clerk
(Published in the
Belvidere Republican
March 19, 2020)

369996

Minutes
Committee of the Whole
Public Safety and Finance and Personnel
March 23, 2020 6:00 p.m.

Call to Order - Mayor Mike Chamberlain:

Aldermen Present: D. Arevalo, R. Brereton (by
 Teleconference), G. Crawford (by
 Teleconference), W. Frank, M. Freeman
 (by Teleconference), M. McGee (by
 Teleconference), T. Porter (by
 Teleconference), T. Ratcliffe, D. Snow
 and C. Stevens.

Alderman Absent: None.

Also, in attendance:

Budget and Finance Director Becky Tobin, Public Works
Director Brent Anderson, Fire Chief Al Hyser, Police Chief
Shane Woody, City Attorney Mike Drella and City Clerk Sarah
Turnipseed.

Public Comment: None.

Public Forum: None.

1. Public Safety, Unfinished Business: None.

2. Public Safety, New Business:

 (A) Amending Section 110-2 of the City of Belvidere
 Municipal Code. (Traffic Code)

Motion by Ald. Snow, 2nd by Ald. Ratcliffe to amend Section
110-2(5), as recommended by the City Attorney, to only
exclude 625 ILCS 5/11-601.5(b) from adoption of the
Illinois Vehicle Code. 625 ILCS 5/11-601.5(a) would then
be adopted as a local ordinance. Aye voice vote carried.
Motion carried.

3. Finance & Personnel, Unfinished Business: None.

4. Finance & Personnel, New Business:

(A) Ifiber Agreement.

Motion by Ald. Crawford, 2nd by Ald. Arevalo to approve execution of the Master Services Agreement with Ifiber Resources Group. Aye voice vote carried. Motion carried.

(B) Intergovernmental Agreement for Information Technology Services between the City of Belvidere and Boone County.

Motion by Ald. Snow, 2nd by Ald. Arevalo to approve the Intergovernmental Agreement for Information Technology Services with Boone County as presented. Aye voice vote carried. Motion carried.

(C) Acceptance of National League of Cities Institute (NLCI) City Innovation Ecosystems Grant.

Motion by Ald. Ratcliffe, 2nd by Ald. Snow to accept the National League of Cities Institute (NLCI) City Innovation Ecosystems Grant. Aye voice vote carried. Motion carried.

5. Other:

(A) Logan Avenue - Phase 2 Design Engineering.

Motion by Ald. Snow, 2nd by Ald. Crawford to approve the proposal from Arc Design Resources, in an amount not-to-exceed \$50,000.00, to complete the Phase 2 Design Engineering for the Logan Avenue Rehabilitation Project. This work will be paid for from the proceeds of the local motor fuel tax. Aye voice vote carried. Nays: Stevens. Motion carried.

(B) WWTP-NPDES 5 Year Land Application Permit Renewal.

Motion by Ald. Arevalo, 2nd by Ald. Ratcliffe to approve the work order from Baxter & Woodman, in an amount not-to-exceed \$5,000.00, for the preparation and submittal of the Land Application Permit to the IEPA. This work will be paid for from the Sewer Account #61-5-820-6190. Aye voice vote carried. Motion carried.

(C) Appleton Tree Planting Project - Bid Tabulation.

Motion by Ald. Snow, 2nd by Ald. Frank to purchase six trees from Clavey's Nursery, in the amount of \$870.00, for the Appleton Road Tree Planting Project. Aye voice vote carried. Motion carried.

Motion by Ald. Arevalo, 2nd by Ald. Snow to purchase 45 trees from J Carlson Growers, in the amount of \$6,725.00, for the Appleton Road Tree Planting Project. Aye voice vote carried. Motion carried.

Motion by Ald. Ratcliffe, 2nd by Ald. Arevalo to purchase 18 trees from St. Aubin Nursery, in the amount of \$3,053.00, for the Appleton Road Tree Planting Project. Aye voice vote carried. Motion carried.

(D) General Mills Crosswalk Improvements.

Motion by Ald. Crawford, 2nd by Ald. Snow to approve the proposal from Hanson Professional Services, in an amount not-to-exceed \$23,975.00, for the General Mills Crosswalk Improvements. This work will be paid for from Line Item #41-5-110-8020 and reimbursed by General Mills. Aye voice vote carried. Motion carried.

Motion by Ald. Porter, 2nd by Ald. Arevalo to approve the Crosswalk Agreement with General Mills. Aye voice vote carried. Motion carried.

(E) Block Party Request (Contingent upon termination of the Governor's Orders limiting public gatherings) - 140 Beacon Drive.

Motion by Ald. Arevalo, 2nd by Ald. Ratcliffe to approve the Block Party Request at 140 Beacon Drive on July 11, 2020, contingent upon termination of the Governor's Orders limiting public gatherings. Aye voice vote carried. Motion carried.

6. Adjournment:

Motion by Ald. Arevalo, 2nd by Ald. Crawford to adjourn meeting at 6:47p.m. Aye voice vote carried. Motion carried.

_____ Mayor

Attest:

_____ City Clerk

BUDGET ORDINANCE

City of Belvidere

Ordinance #486H

An ordinance budgeting for all corporate purposes for the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2020, and ending April 30, 2021.

BE IT ORDAINED by the Mayor and the City Council of the City of Belvidere, Boone County, Illinois, that

SECTION 1: The amount thereafter set forth, or so much thereof as may be authorized by law, and as may be needed or deemed necessary to defray all expenses and liabilities of the municipality be and the same are hereby budgeted for the corporate purposes of the City of Belvidere, Boone County, Illinois as hereinafter specified for the fiscal year beginning May 1, 2020, and ending April 30, 2021.

SECTION 2: The amount budgeted for each object and purpose shall be as set forth in Exhibit A.

SECTION 3: The salaries for appointed officials and certain other employees are established and fixed as set forth in Exhibit B, which is incorporated by this reference.

SECTION 4: If any section, subdivision, or sentence of this ordinance shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 5: A certified copy of this ordinance shall be filed with the County Clerk within 30 days after adoption.

SECTION 6: This ordinance shall be published in pamphlet form and shall be in full force and effect after its passage, approval, and publication as provided by law.

PASSED this _____ day of April, 2020, pursuant to a roll call vote by the City Council of the City of Belvidere, Boone County, Illinois.

APPROVED: _____

ATTEST: _____
City Clerk

AYES: _____

NAYES: _____

Date Approved: _____

Sponsor: _____

GENERAL FUND

EXHIBIT A

Line Item	Account #	Actual FY 19	FY 20 Budget	REVISED Budget FY 20	FY 21 Budget Request
Beginning Cash		7,785,653	8,311,183	8,311,183	7,664,539
General Administration					
RE Property Tax	01-4-110-4010	1,773,399	1,769,385	1,769,385	1,769,385
Hotel / Motel Tax	01-4-110-4011	3,702	3,440	3,440	3,420
Auto Rental Tax	01-4-110-4012	7,259	7,020	7,020	7,200
Muni Infrastructure Maint	01-4-110-4013	115,227	119,400	119,400	105,000
State Income Tax	01-4-110-4100	2,484,021	2,577,688	2,577,688	2,686,425
Home Rule Sales Tax	01-4-110-4109	75,147	1,200,000	1,200,000	1,130,065
Muni Sales Tax	01-4-110-4110	3,583,826	3,634,459	3,634,459	3,660,790
Sales Tax to Developer	01-4-110-4111	0	0	0	0
Local Use Tax	01-4-110-4112	756,473	811,045	811,045	908,267
Local Motor Fuel Tax	01-4-110-4113	339,494	558,000	558,000	564,000
Replacement Tax	01-4-110-4120	450,226	469,498	469,498	451,329
Repl Tax Dist to Pensions	01-4-110-4121	(268,051)	(268,051)	(268,051)	(264,297)
State Grants	01-4-110-4150	2,270	0	0	0
Business License	01-4-110-4200	13,640	16,595	16,595	14,950
Liquor License & Fines	01-4-110-4210	169,400	117,700	117,700	117,900
Amusement Machine	01-4-110-4230	65,800	73,800	73,800	85,000
Court Fines	01-4-110-4400	340,757	338,850	338,850	282,238
Parking Fines	01-4-110-4410	21,254	20,825	20,825	21,040
Seized Vehicle Fee	01-4-110-4420	71,300	78,000	78,000	64,800
Engr Fees-Subdivision	01-4-110-4430	0	20,000	20,000	20,000
Video Gambling	01-4-110-4440	345,766	336,000	336,000	366,000
Franchise Fees	01-4-110-4450	333,905	280,434	280,434	279,964
Comcast Fees	01-4-110-4455	0	0	0	0
Death/Birth Certificates	01-4-110-4460	19,116	19,528	19,528	19,678
Accident/Fire Reports	01-4-110-4470	6,033	6,478	6,478	5,108
Annexation/Plat Fees	01-4-110-4471	0	20,000	20,000	20,000
Tipping Fees	01-4-110-4472	70,327	81,156	81,156	64,858
Fuel Charges (outside vendors)	01-4-110-4550	216,538	230,246	230,246	223,950
Interest Income	01-4-110-4600	131,548	141,000	141,000	128,000
Misc Revenues	01-4-110-4900	19,146	24,600	24,600	18,000
Heritage Days	01-4-110-4901	126,731	0	0	0
Historic Preservation: Fund Raising	01-4-110-4902	4,497	0	0	0
Historic Preservation: Grant Reimb.	01-4-110-4903	16,289	0	0	0
Operating Transfer in (Reserves)	01-4-110-9998	0	0	0	1,200,000
Total General Administration Revenues		11,295,039	12,687,096	12,687,096	13,953,070
Salaries - Elected Officials	01-5-110-5000	214,542	215,212	215,212	215,889
Salaries - Regular - FT	01-5-110-5010	233,509	241,286	241,286	240,828
Group Health Insurance	01-5-110-5130	469,144	527,147	527,147	529,174
Health Ins Claims Paid (Dental)	01-5-110-5131	29,265	35,000	35,000	35,000
Group Life Insurance	01-5-110-5132	1,392	1,458	1,458	1,512
Unemployment Compensation	01-5-110-5136	0	0	0	0
Health Insurance Reimbursement	01-4-110-4540	(143,896)	(148,333)	(148,333)	(139,504)
Meeting & Conferences	01-5-110-5154	10,977	14,850	14,850	14,430
Subscriptions/Ed Materials	01-5-110-5156	697	650	650	700
Gen Admin Personnel & Benefit Expenses		815,630	887,270	887,270	898,029
Repairs/Maint - Bldgs	01-5-110-6010	29,490	24,340	24,340	26,060
Repairs/Maint - Equip	01-5-110-6020	5,021	5,000	5,000	5,500
Legal	01-5-110-6110	7,390	15,600	15,600	15,100
Other Professional Services	01-5-110-6190	69,383	45,000	45,000	78,000
Telephone	01-5-110-6200	21,791	22,490	22,490	45,660
Codification	01-5-110-6225	5,941	2,000	2,000	5,000
Other Communications	01-5-110-6290	3,101	3,420	3,420	2,700
Gen Admin Contractual Expenses		142,117	117,850	117,850	178,020

General Administration (cont)	Account #	Actual FY 19	FY 20 Budget	REVISED Budget FY 20	FY 21 Budget Request
Office Supplies	01-5-110-7020	41,698	76,700	76,700	84,800
Gas and Oil	01-5-110-7030	195,926	162,943	162,943	206,400
Other Supplies	01-5-110-7800	4,934	6,800	6,800	6,800
Gen Admin Supplies Expenses		242,558	246,443	246,443	298,000
Miscellaneous Expense	01-5-110-7900	75,992	93,730	93,730	83,830
Reimb of Seized Vehicle Fee	01-5-110-7901	300	0	0	0
Heritage Days	01-5-110-7902	94,304	0	0	0
Comcast Charges	01-5-110-7903	0	0	0	0
Operating Transfers Out	01-5-110-9999	659,243	1,763,646	1,763,646	2,248,332
Total General Administration Expenses		2,030,145	3,108,939	3,108,939	3,706,211
NET GENERAL ADMINISTRATION		9,264,894	9,578,157	9,578,157	10,246,859
General Fund - Audit Department					
RE Taxes - Audit	01-4-130-4010	20,072	20,000	20,000	20,000
Accounting & Auditing	01-5-130-6100	31,000	36,500	36,500	37,500
NET - AUDIT DEPARTMENT		(10,928)	(16,500)	(16,500)	(17,500)
General Fund - IMRF Department					
RE Taxes - IMRF	01-4-140-4010	65,161	65,000	65,000	65,000
Replacement Tax	01-4-140-4120	93,615	90,889	90,889	90,999
Interest Income	01-4-140-4600	0	0	0	0
Expense Reimbursement	01-4-140-4940	27,163	25,505	25,505	28,278
Total IMRF Revenues		185,939	181,394	181,394	184,277
IMRF Premium Expense	01-5-140-5120	165,964	149,896	149,896	177,268
NET - IMRF DEPARTMENT		19,975	31,498	31,498	7,009
General Fund - Social Security Department					
RE Taxes - FICA/Med	01-4-150-4010	200,458	200,000	200,000	200,000
Expense Reimbursement	01-4-150-4940	136,303	137,722	137,722	146,914
Library Expense Reimbursement	01-4-150-4941	30,369	30,600	30,600	30,983
Total Soc Security Revenues		367,131	368,322	368,322	377,897
FICA Expense	01-5-150-5110	212,628	226,129	226,129	239,885
Medicare Expense	01-5-150-5112	132,929	141,874	141,874	151,328
Total Soc Security Expenses		345,557	368,003	368,003	391,213
NET - SOCIAL SECURITY DEPT		21,574	319	319	(13,316)
General Fund - Liability Insurance Dept					
RE Taxes - Ins Liability	01-4-160-4010	300,708	300,000	300,000	300,000
Expense Reimbursement	01-4-160-4940	0	0	0	0
Total Liability Insurance Revenues		300,708	300,000	300,000	300,000
Insurance Premium	01-5-160-6800	457,401	480,375	480,375	480,375
NET - LIABILITY INSURANCE DEPT		(156,694)	(180,375)	(180,375)	(180,375)

Police Department	Account #	Actual FY 19	FY 20 Budget	REVISED Budget FY 20	FY 21 Budget Request
RE Property Tax	01-4-210-4010	1,204,169	1,201,417	1,201,417	1,201,417
Grants	01-4-210-4150	23,221	27,000	27,000	30,768
Sex Offender Registration Fee	01-4-210-4480	5,120	5,000	5,000	5,000
Miscellaneous Revenues	01-4-210-4900	171,816	212,247	212,247	194,878
Expense Reimbursement	01-4-210-4940	10,605	0	0	0
Sale of Assets	01-4-210-4950	0	0	0	0
Total Police Department Revenues		1,414,931	1,445,664	1,445,664	1,432,063
Salary - Regular - FT	01-5-210-5010	3,482,997	3,667,877	3,667,877	3,808,854
Overtime	01-5-210-5040	257,388	406,100	406,100	406,000
Police Pension	01-5-210-5122	1,184,098	1,237,250	1,237,250	1,326,460
Health Insurance	01-5-210-5130	859,401	945,642	945,642	974,355
Dental Insurance	01-5-210-5131	61,897	55,000	55,000	60,000
Unemployment	01-5-210-5136	0	0	0	0
Uniform Allowance	01-5-210-5140	64,458	73,430	73,430	77,539
Training	01-5-210-5152	48,636	81,305	81,305	88,905
Police Dept Personnel & Benefit Expenses		5,958,875	6,466,604	6,466,604	6,742,113
Repair/Maint-Equipment	01-5-210-6020	19,007	27,775	27,775	30,280
Repair/Maint-Vehicles	01-5-210-6030	73,869	103,825	103,825	115,700
Telephone/Utilities	01-5-210-6200	44,988	44,000	44,000	44,000
Physical Exams	01-5-210-6810	0	2,135	2,135	2,135
Community Policing	01-5-210-6816	6,892	13,500	13,500	13,500
K 9 Program Expenses	01-5-210-6818	3,707	7,050	7,050	8,800
Sex Offender State Disburse	01-5-210-6835	2,955	2,500	2,500	3,600
Police Department - Contractual Expenses		151,418	200,785	200,785	218,015
Office Supplies	01-5-210-7020	5,952	12,650	12,650	8,050
Gas & Oil	01-5-210-7030	91,331	112,500	112,500	112,500
Operating Supplies	01-5-210-7040	27,198	46,665	46,665	45,825
Miscellaneous Expense	01-5-210-7900	12,407	33,300	33,300	31,700
Police Department - Supplies Expense		136,888	205,115	205,115	198,075
Equipment	01-5-210-8200	45,757	69,700	69,700	66,650
Vehicles	01-5-210-8300	0	0	0	0
Total Police Department Expenses		6,292,938	6,942,204	6,942,204	7,224,853
NET - POLICE DEPARTMENT		(4,878,007)	(5,496,540)	(5,496,540)	(5,792,790)
Public Safety Building Department					
Salaries - Regular - FT	01-5-215-5010	656,405	684,286	684,286	706,198
Other (FICA & IMRF)	01-5-215-5079	106,740	120,777	120,777	124,644
Other Contractual Services	01-5-215-6890	376,337	308,232	308,232	318,232
NET - PUBLIC SAFETY BLDG DEPT		(1,139,483)	(1,113,295)	(1,113,295)	(1,149,074)

Fire Department	Account #	Actual FY 19	FY 20 Budget	REVISED Budget FY 20	FY 21 Budget Request
RE Property Tax	01-4-220-4010	1,023,473	1,021,132	1,021,132	1,021,132
Grants	01-4-220-4150	6,466	0	0	0
Miscellaneous Revenues	01-4-220-4900	15,182	25,000	25,000	25,000
Expense Reimbursement	01-4-220-4940	723	0	0	0
Sale of Assets	01-4-220-4950	0	0	0	0
Total Fire Department Revenues		1,045,844	1,046,132	1,046,132	1,046,132
Salaries - Regular - FT	01-5-220-5010	2,113,028	2,194,419	2,194,419	2,351,452
Overtime	01-5-220-5040	164,132	188,000	188,000	140,000
Fire Pension	01-5-220-5124	1,003,401	1,036,418	1,036,418	1,088,082
Health Insurance	01-5-220-5130	497,102	550,039	550,039	595,102
Dental Insurance	01-5-220-5131	21,475	32,000	32,000	32,000
Unemployment Insurance	01-5-220-5136	0	0	0	0
Uniform Allowance	01-5-220-5140	35,180	32,400	32,400	34,400
Training	01-5-220-5152	25,591	20,000	20,000	20,000
Fire Depart Personnel & Benefits Expenses		3,859,911	4,053,276	4,053,276	4,261,036
Repair/Maint-Bldg	01-5-220-6010	16,497	40,000	40,000	40,000
Repair/Maint-Equipment	01-5-220-6020	14,162	14,200	14,200	17,000
Repair/Maint-Vehicles	01-5-220-6030	29,835	53,500	53,500	55,000
Telephone/Utilities	01-5-220-6200	9,898	15,240	15,240	10,440
Physical Exams	01-5-220-6810	775	2,500	2,500	2,500
Fire Prevention	01-5-220-6822	8,659	12,000	12,000	12,000
EMS	01-5-220-6824	6,832	11,500	11,500	11,500
Fire Department - Contractual Expenses		86,658	148,940	148,940	148,440
Office Supplies	01-5-220-7020	11,514	14,100	14,100	15,300
Gas & Oil	01-5-220-7030	19,561	20,000	20,000	20,000
Operating Supplies	01-5-220-7040	8,167	8,000	8,000	10,000
Miscellaneous Expense	01-5-220-7900	557	1,000	1,000	1,000
Fire Department - Supplies Expenses		39,799	43,100	43,100	46,300
Equipment	01-5-220-8200	30,052	25,000	25,000	25,000
Total Fire Department Expenses		4,016,420	4,270,316	4,270,316	4,480,776
NET - FIRE DEPARTMENT		(2,970,576)	(3,224,184)	(3,224,184)	(3,434,644)
Police & Fire Commission Department					
Physical Exams	01-5-225-6810	5,307	16,500	16,500	16,500
Other Contractual Services	01-5-225-6890	8,242	10,015	10,015	10,015
NET - POLICE & FIRE COMMISSION		(13,549)	(26,515)	(26,515)	(26,515)

		Actual	FY 20	REVISED	FY 21
	Account #	FY 19	Budget	Budget	Budget
Community Development				FY 20	Request
Building Permits	01-4-230-4300	127,618	158,827	158,827	158,827
Electric Permits	01-4-230-4310	10,156	18,619	18,619	16,000
Electrician Certification Fees	01-4-230-4315	2,900	3,200	3,200	3,000
Plumbing Permits	01-4-230-4320	7,133	10,641	10,641	5,000
HVAC Permits	01-4-230-4330	3,035	5,500	5,500	3,035
Plan Review Fees	01-4-230-4340	14,167	31,298	31,298	20,000
Sidewalk/Lot Grading Fee	01-4-230-4350	678	1,156	1,156	3,000
Insulation Permits	01-4-230-4360	768	1,639	1,639	800
Zoning Review Fee	01-4-230-4370	2,615	3,384	3,384	3,400
Code Enforcement	01-4-230-4380	6,500	6,500	6,500	6,500
Other Permits	01-4-230-4390	4,620	5,488	5,488	5,500
Miscellaneous Revenues	01-4-230-4900	305	200	200	200
Expense Reimbursement	01-4-230-4940	3,696	3,420	3,420	2,805
Planning Fees	01-4-230-4950	17,425	12,900	12,900	10,897
Planning Misc.	01-4-230-4955	3,140	700	700	900
Community Dev - Revenues		204,755	263,472	263,472	239,864
Salaries- Regular - FT	01-5-230-5010	244,445	256,305	256,305	266,350
FICA	01-5-230-5079	17,965	19,607	19,607	20,376
IMRF	01-5-230-5120	27,163	25,505	25,505	28,281
Health Ins Expense	01-5-230-5130	85,459	83,997	83,997	74,770
Dental Insurance	01-5-230-5131	3,608	5,000	5,000	4,000
Unemployment	01-5-230-5136	0	0	0	0
Training	01-5-230-5152	3,399	5,000	5,000	5,000
Building Dept Personnel & Benefits Expense		382,038	395,414	395,414	398,777
Repair/Maint - Equip	01-5-230-6020	7,339	6,100	6,100	6,100
Repair/Maint - Vehicles	01-5-230-6030	490	1,000	1,000	1,000
Other Professional Services	01-5-230-6190	46,520	47,000	47,000	47,000
Telephone	01-5-230-6200	2,660	2,400	2,400	2,400
Postage	01-5-230-6210	5,159	3,200	3,200	3,577
Printing & Publishing	01-5-230-6220	3,335	2,875	2,875	2,743
Other Contractual Services	01-5-230-6890	0	0	0	6,150
Building Department - Contractual Expenses		65,502	62,575	62,575	68,970
Office Supplies	01-5-230-7020	6,765	8,500	8,500	9,000
Gas & Oil	01-5-230-7030	628	1,000	1,000	1,000
Miscellaneous Expense	01-5-230-7900	199	750	750	750
Operating Transfer Out	01-5-230-9999	0	0	0	0
Building Department - Supplies Expenses		7,592	10,250	10,250	10,750
Total Building Department Expenses		455,133	468,239	468,239	478,497
NET - BUILDING DEPARTMENT		(250,378)	(204,767)	(204,767)	(238,633)
Civil Defense Department					
RE Tax - Civil Defense	01-4-240-4010	7,019	7,000	7,000	7,000
Miscellaneous Revenues	01-4-240-4900	0	0	0	0
Miscellaneous Expense	01-5-240-7900	5,265	7,000	7,000	7,000
NET - CIVIL DEFENSE DEPARTMENT		1,754	0	0	0

Street Department	Account #	Actual FY 19	FY 20 Budget	REVISED Budget FY 20	FY 21 Budget Request
RE Tax - Road & Bridge	01-4-310-4010	324,161	320,000	320,000	320,000
Grants	01-4-310-4150	51,100	0	0	0
Sidewalk/Driveway/Lot Grading	01-4-310-4350	2,524	2,000	2,000	0
Miscellaneous Revenues	01-4-310-4900	3,047	3,000	3,000	3,000
Expense Reimbursement	01-4-310-4940	83,599	10,000	10,000	10,000
Expense Reimbursement	01-5-310-4940	(39,605)	0	0	0
Sale of Assets	01-5-310-4950	21,339	0	0	0
Street Department - Revenues		446,165	335,000	335,000	333,000
Salaries - Regular - FT	01-5-310-5010	583,119	672,391	672,391	694,500
Overtime	01-5-310-5040	48,528	40,000	40,000	45,000
Health Insurance	01-5-310-5130	148,531	180,060	180,060	201,096
Uniform Allowance	01-5-310-5140	15,547	16,000	16,000	16,000
Training	01-5-310-5152	150	1,500	1,500	1,500
Street Dept - Personnel & Benefits Expenses		795,875	909,951	909,951	958,096
Repair/Maint - Storm Drain	01-5-310-6001	34,853	30,000	30,000	30,000
Repair/Maint - St/Parking Lot	01-5-310-6002	103,068	95,000	95,000	97,500
Repair/Maint - Sidewalk/Curb	01-5-310-6003	40,494	40,000	40,000	40,000
Repair/Maint - Building	01-5-310-6010	4,650	9,700	9,700	10,000
Repair/Maint - Equipment	01-5-310-6020	108,433	110,000	110,000	110,000
Repair/Maint - Traffic Signal	01-5-310-6024	73,973	30,000	30,000	30,000
Telephone/Utilities	01-5-310-6200	7,781	7,000	7,000	8,000
Leaf Clean-up/Removal	01-5-310-6826	912	12,000	12,000	12,000
Street Department - Contractual Expenses		374,164	333,700	333,700	337,500
Office Supplies	01-5-310-7020	2,837	6,000	6,000	6,000
Gas & Oil	01-5-310-7030	79,669	75,000	75,000	75,000
Operating Supplies	01-5-310-7040	28,398	25,000	25,000	30,000
Miscellaneous Expense	01-5-310-7900	1,818	2,000	2,000	2,000
Street Department - Supplies Expenses		112,722	108,000	108,000	113,000
Equipment	01-5-310-8200	0	0	0	0
Total Street Department Expenses		1,282,761	1,351,651	1,351,651	1,408,596
NET - STREET DEPARTMENT		(836,596)	(1,016,651)	(1,016,651)	(1,075,596)
Street Lighting					
RE Tax - Street Lighting	01-4-330-4010	210,494	210,000	210,000	210,000
Expense Reimbursement	01-4-330-4940	0	0	0	0
Repair/ Maint - Street Light	01-5-330-6022	18,840	40,000	40,000	30,000
Street Lighting - Electricity	01-5-330-6310	278,935	240,000	240,000	230,000
NET - STREET LIGHTING		(87,281)	(70,000)	(70,000)	(50,000)

Landfill	Account #	Actual FY 19	FY 20 Budget	REVISED Budget FY 20	FY 21 Budget Request
RE Tax - Refuse/Landfill	01-4-335-4010	50,125	50,000	50,000	50,000
Miscellaneous Revenues	01-4-335-4900	0	0	0	0
Miscellaneous Expenses	01-5-335-7900	52,606	54,000	54,000	54,000
NET - GARBAGE DEPARTMENT		(2,481)	(4,000)	(4,000)	(4,000)
Forestry Department					
RE Tax - Forestry	01-4-340-4010	40,119	40,000	40,000	40,000
Miscellaneous Revenues	01-4-340-4900	0	0	0	0
Forestry Department Revenues		40,119	40,000	40,000	40,000
Tree Removal or Purchase	01-5-340-6850	43,870	50,000	50,000	40,000
Miscellaneous Expense	01-5-340-7900	0	0	0	0
Forestry Department Expenses		43,870	50,000	50,000	40,000
NET - FORESTRY DEPARTMENT		(3,751)	(10,000)	(10,000)	0
Engineering Department					
Engineering	01-5-360-6140	8,653	27,000	27,000	27,000
Subdivision Expense	01-5-360-6824	2,278	10,000	10,000	10,000
Office Supplies	01-5-360-7020	6,181	7,600	7,600	7,600
Gas & Oil	01-5-360-7030	0	0	0	0
NET - ENGINEERING DEPARTMENT		(17,111)	(44,600)	(44,600)	(44,600)
Health / Social Services					
Council on Aging	01-5-410-6830	23,000	23,000	23,000	23,000
Demolition / Nuisance	01-5-410-6832	1,630	0	0	0
NET - HEALTH / SOCIAL SERVICES		(24,630)	(23,000)	(23,000)	(23,000)
Economic Development					
Planning Dept Services	01-5-610-6150	28,171	57,500	57,500	27,500
Economic / Business	01-5-610-6840	73,000	89,800	89,800	91,000
Tourism	01-5-610-6842	6,000	6,000	6,000	6,000
Historic Preservation	01-5-610-6844	7,783	4,000	4,000	4,000
NET - ECONOMIC DEVELOPMENT		(114,954)	(157,300)	(157,300)	(128,500)
Buchanan Street Strolls					
Strolls Vendor Fee	01-4-615-4490	0	0	0	3,000
Strolls Sponsors	01-4-615-4495	0	0	0	7,000
Strolls Miscellaneous	01-4-615-4900	0	0	0	7,200
Strolls Entertainment	01-5-615-6190	0	0	0	13,500
Strolls Supplies	01-5-615-7900	0	0	0	5,750
Strolls Miscellaneous	01-5-615-7900	0	0	0	3,000
STROLLS NET		0	0	0	(5,050)
Utility Tax					
Utility Tax - Electric	01-4-751-4131	1,416,157	1,438,703	1,438,703	1,391,504
Utility Tax - Gas	01-4-751-4132	364,110	327,226	327,226	325,500
Utility Tax - Telephone	01-4-751-4133	230,453	242,024	242,024	218,260
Grants	01-4-751-4150	318,185	0	0	0
Expense Reimbursement	01-4-751-4940	6,768	0	0	0
Utility Tax Revenues		2,335,674	2,007,953	2,007,953	1,935,264
Tripp Rd. Reconstruction	01-5-751-8056	563,642	0	0	0
Southside Storm Sewer Study	01-5-751-8058	24,290	0	0	0
Bellwood Detention Basin	01-5-751-8060	35,003	0	0	0
Poplar Grove/ Lawrenceville Int	01-5-751-8062	2,290	0	0	0
Utility Tax Expenses		625,224	0	0	0
NET - UTILITY TAX		1,710,450	2,007,953	2,007,953	1,935,264
TOTAL GENERAL FUND REVENUES		17,924,014	18,962,033	18,962,033	20,128,567
TOTAL GENERAL FUND EXPENSES		17,411,787	18,931,832	18,931,833	20,123,028
NET REV OVER (UNDER) EXP		512,226	30,200	30,200	5,540
Ending Cash		8,311,183	7,664,539	7,664,539	6,470,079

WATER / SEWER FUND		Actual	FY 20	REVISED	FY 21
Line Item	Account #	FY 19	Budget	Budget	Budget
		FY 19	FY 20	FY 20	Request
Beginning Cash & Investments - Fund		7,238,018	6,375,948	6,375,948	6,775,622
Water / Sewer General Administration					
Beginning Cash & Investments		75,606	75,632	75,632	75,632
Miscellaneous Revenues	61-4-110-4900	26	0	0	0
Ending Cash		75,632	75,632	75,632	75,632
=====					
Water Department					
Beginning Cash & Investments		430,423	546,351	546,351	539,400
Water Consumption	61-4-810-4500	2,077,265	2,119,105	2,119,105	2,019,518
Dep on Agr - Westhills	61-4-810-4521	2,111	0	0	0
Meters Sold	61-4-810-4530	91,771	93,650	93,650	90,000
Other Services	61-4-810-4590	5,559	7,500	7,500	6,500
Interest	61-4-810-4600	706	2,000	2,000	2,000
Miscellaneous Revenues	61-4-810-4900	106	0	0	0
Expense Reimbursement	61-4-810-4940	22,730	0	0	0
Sale of Assets	61-4-810-4950	0	0	0	0
Operating Transfers-in (Reserves)	61-4-810-9998	0	0	0	52,500
Total Water Department Revenues		2,200,248	2,222,255	2,222,255	2,170,518
Salaries - Regular - FT	61-5-810-5010	585,951	600,762	600,762	538,814
Overtime	61-5-810-5040	39,362	35,000	35,000	35,000
FICA	61-5-810-5079	52,123	48,636	48,636	43,897
IMRF	61-5-810-5120	69,635	63,258	63,258	66,046
Group Health Insurance	61-5-810-5130	176,383	208,390	208,390	175,160
Uniform Allowance	61-5-810-5140	7,191	12,600	12,600	12,600
Rep & Maint - Infrastructure	61-5-810-6000	130,980	72,000	72,000	74,000
Rep & Maint - Buildings	61-5-810-6010	18,624	16,000	16,000	16,000
Rep & Maint - Equipment	61-5-810-6020	54,621	33,000	33,000	33,000
Rep & Maint - Vehicles	61-5-810-6030	38,809	20,000	20,000	20,000
Rep & Maint - Contractual	61-5-810-6040	94,348	85,000	85,000	85,000
Other Professional Services	61-5-810-6190	15,504	12,000	12,000	64,500
Telephone	61-5-810-6200	9,759	9,000	9,000	9,000
Postage	61-5-810-6210	13,872	20,000	20,000	20,000
Utilities	61-5-810-6300	256,770	260,000	260,000	250,000
Office Equip Rental/Maint	61-5-810-6410	18,281	28,000	28,000	28,000
Liability Insurance	61-5-810-6800	111,448	122,560	122,560	122,560
Lab Expense	61-5-810-6812	42,859	36,000	36,000	36,000
Office Supplies	61-5-810-7020	11,083	9,000	9,000	9,000
Gas & Oil	61-5-810-7030	17,674	20,000	20,000	20,000
Operating Supplies	61-5-810-7040	71,095	65,000	65,000	67,000
Chemicals	61-5-810-7050	91,798	90,000	90,000	90,000
Meters	61-5-810-7060	37,679	20,000	20,000	20,000
Bad Debt Expense	61-5-810-7850	628	2,000	2,000	2,000
Miscellaneous Expenses	61-5-810-7900	3,893	7,000	7,000	7,000
Equipment	61-5-810-8200	0	0	0	0
Transfer Out	61-5-810-9999	0	0	0	0
Depreciaton Set Aside		324,215	334,000	334,000	344,000
Bond Pmt Set Aside		10,000	0	0	0
Total Water Department Expenses		2,304,585	2,229,206	2,229,206	2,188,577
Net Water Department		(104,337)	(6,951)	(6,951)	(18,059)
Change in Accounts Receivable (YTD)		220,265			
Ending Cash & Investments		546,351	539,400	539,400	521,341

Line Item	Account #	Actual FY 19	FY 20 Budget	REVISED Budget FY 20	FY 21 Budget Request
Sewer Department					
Beginning Cash & Investments		797,981	812,379	812,379	494,995
Sewer Consumption	61-4-820-4500	3,294,575	3,287,944	3,287,944	3,243,413
Dep on Agr - Westhills	61-4-820-4521	1,018	0	0	0
Meters Sold	61-4-820-4530	87,540	93,650	93,650	90,000
Other Services	61-4-820-4590	32,054	25,000	25,000	35,000
Interest	61-4-820-4600	4,651	1,350	1,350	1,350
Miscellaneous Revenues	61-4-820-4900	0	0	0	0
Expense Reimbursement	61-4-820-4940	500	0	0	0
Operating Transfers-In (Reserves)	61-4-820-9998	500,000	500,000	500,000	0
Total Sewer Department Revenues		3,920,338	3,907,944	3,907,944	3,369,763
Salaries - Regular - FT	61-5-820-5010	588,653	634,759	634,759	641,517
Overtime	61-5-820-5040	54,196	55,000	55,000	55,000
FICA	61-5-820-5079	41,270	52,767	52,767	53,284
IMRF	61-5-820-5120	71,163	68,631	68,631	80,169
Group Health Insurance	61-5-820-5130	170,310	179,480	179,480	204,305
Dental Insurance	61-5-820-5131	0	0	0	0
Uniform Allowance	61-5-820-5140	24,464	19,000	19,000	20,000
Travel	61-5-820-5151	0	0	0	0
Rep & Maint - Lift Stations	61-5-820-6005	9,436	20,000	20,000	20,000
Rep & Maint - Buildings	61-5-820-6010	139,929	123,000	123,000	123,000
Rep & Maint - Equipment	61-5-820-6020	68,194	0	0	0
Rep & Maint - Vehicles	61-5-820-6030	22,635	26,000	26,000	26,000
Rep & Maint - Contractual	61-5-820-6040	21,309	100,000	100,000	100,000
Other Professional Services	61-5-820-6190	113,726	73,500	73,500	73,500
Telephone	61-5-820-6200	8,858	11,000	11,000	11,000
Postage	61-5-820-6210	13,543	18,000	18,000	18,000
Utilities	61-5-820-6300	234,644	230,000	230,000	210,000
Office Equip Rental / Maint	61-5-820-6410	3,455	6,000	6,000	6,000
Liability Insurance	61-5-820-6800	132,345	145,580	145,580	145,580
Lab Expense	61-5-820-6812	51,658	40,000	40,000	40,000
Sludge Disposal	61-5-820-6814	9,200	10,000	10,000	10,000
Office Supplies	61-5-820-7020	8,648	8,000	8,000	8,000
Gas & Oil	61-5-820-7030	11,108	30,000	30,000	30,000
Operating Supplies	61-5-820-7040	18,595	20,000	20,000	20,000
Chemicals	61-5-820-7050	35,484	45,000	45,000	45,000
Meters	61-5-820-7060	34,243	20,000	20,000	20,000
Bad Debt Expense	61-5-820-7850	746	4,000	4,000	3,500
Miscellaneous Expense	61-5-820-7900	3,435	5,000	5,000	5,000
Equipment	61-5-820-8200	0	0	0	0
Operating Transfer Out	61-5-820-9999	500,000	500,000	500,000	0
		2,391,247	2,444,717	2,444,717	1,968,855
Collection System Expenses					
Salaries - Regular - FT	61-5-830-5010	295,079	308,462	308,462	384,757
Overtime	61-5-830-5040	30,999	30,000	30,000	30,000
FICA	61-5-820-5079	24,945	25,892	25,892	31,729
IMRF	61-5-820-5120	37,494	33,677	33,677	47,739
Group Health Ins	61-5-820-5130	84,285	95,980	95,980	115,500
Uniform Allowance	61-5-830-5140	4,830	6,600	6,600	6,600
Rep & Maint - Infrastructure	61-5-830-6000	26,495	40,000	40,000	40,000
Rep & Maint - Equipment	61-5-830-6020	7,759	12,000	12,000	12,000
Rep & Maint - Vehicles	61-5-830-6030	18,461	20,000	20,000	20,000
Office Equip Rent/Maint	61-5-830-6410	14,893	30,000	30,000	30,000
Gas & Oil	61-5-830-7030	8,341	10,000	10,000	10,000

Line Item	Account #	Actual FY 19	FY 20 Budget	REVISED Budget FY 20	FY 21 Budget Request
Operating Supplies	61-5-830-7040	19,903	20,000	20,000	20,000
Misc. Expense	61-5-830-7900	470	3,000	3,000	3,000
Equipment	61-5-830-8200	0	0	0	0
Depreciation Set Aside		481,000	500,000	500,000	510,000
Bond Pmt Set Aside		180,000	145,000	145,000	123,000
Total Sewer Department Expenses		3,626,205	3,725,328	3,725,328	3,353,180
Net Sewer Department		294,133	182,616	182,616	16,583
Change in Accounts Receivable		220,265	0	0	0
Ending Cash & Investments		812,379	494,995	494,995	511,578
=====					
Bond Reserves (necessary per bond ordinances)					
Beginning Cash & Investments		591,698	246,600	246,600	26,600
Interest Income		4,902	0	0	0
Transfer Out: Bond Payment		350,000	220,000	220,000	0
Ending Cash & Investments		246,600	26,600	26,600	26,600
=====					
Connection Fees / Deposits on Agreement Accounting					
Beginning Cash & Investments		2,645,840	3,232,469	3,232,469	3,828,969
Sources					
Interest Income		43,648	45,000	45,000	40,000
Connection Fees	61-4-810-4510	15,134	20,000	20,000	20,000
Deposits on Agreement	61-4-810-4520	768	2,500	2,500	2,500
Connection Fees	61-4-820-4510	27,437	24,000	24,000	24,000
Deposits on Agreement	61-4-820-4520	1,642	5,000	5,000	2,500
Connection Fee Set-Aside/ Loan Repayment		500,000	500,000	500,000	500,000
TOTAL Sources		588,629	596,500	596,500	589,000
Uses					
Construction in Progress - Water		0	0	0	0
Construction in Progress - Sewer		0	0	0	0
Building	61-1730	0	0	0	0
Equip & Vehicles - 1750	61-1750	0	0	0	0
Land		2,000	0	0	0
Loan to Depreciation Fund		0	0	0	0
TOTAL Uses		2,000	0	0	0
Ending Cash & Investments		3,232,469	3,828,969	3,828,969	4,417,969

Line Item	Account #	Actual FY 19	FY 20 Budget	REVISED Budget FY 20	FY 21 Budget Request
Depreciation Funding					
Beginning Cash & Investments		2,565,727	1,324,273	1,324,273	1,690,772
Sources					
Interest Income		35,282	37,500	37,500	34,000
Loan Funds & Grant Funds		0	4,699,000	4,699,000	0
Misc.		0	0	0	52,500
Depreciation set aside - Water (for Plant)		324,215	334,000	334,000	344,000
Depreciation set aside - Water (for System)		0	0	0	0
Depreciation set aside - Sewer (for System)		981,000	1,000,000	1,000,000	510,000
Depreciation set aside - Sewer (for Repl)		0	0	0	0
Loan From Connection Fees		0	0	0	0
TOTAL Sources		1,340,497	6,070,500	6,070,500	940,500
Uses					
Construction in Progress - Water		416,014	0	0	440,000
Construction in Progress - Sewer		1,089,005	4,699,000	4,699,000	0
Equipment & Vehicles		103,817	505,000	505,000	40,000
Transfer Out- City Hall Roof		473,115	0	0	0
Transfer Out- Connection Fees Loan Payment		500,000	500,000	500,000	500,000
TOTAL Uses		2,581,951	5,704,000	5,704,000	980,000
Ending Cash & Investments		1,324,273	1,690,773	1,690,772	1,651,272
=====					
Bond Payments Accounting					
Beginning Cash & Investments		130,895	138,246	138,246	119,256
Sources					
Interest Income		5,943	6,000	6,000	5,000
Bond Proceeds	61-4-110-4901	0	0	0	0
Operating Transfer In	61-4-110-9998	0	0	0	0
Bond Pmt Set Aside		540,000	365,000	365,000	123,000
TOTAL Sources		545,943	371,000	371,001	128,000
Uses					
Debt Serv - Principal	61-5-110-8910	503,618	364,917	364,917	106,233
Debt Serv - Interest	61-5-110-8920	34,974	25,074	25,074	17,519
Fiscal Charges	61-5-110-8930	0	0	0	0
Bond Issuance Cost	61-5-110-9031	0	0	0	0
TOTAL Uses		538,592	389,991	389,991	123,752
Ending Cash & Investments		138,246	119,255	119,256	123,504
Gross Revenues (excludes set asides)		5,755,368	10,469,199	10,469,199	5,615,781
Gross Expenditures (excludes set asides)		7,058,118	10,069,525	10,069,525	5,116,009
NET CASH FLOW		(1,302,750)	399,674	399,674	499,772
Change in Accounts Receivable		440,680	0	0	0
Ending Cash & Investments - Fund		6,375,948	6,775,622	6,775,622	7,275,394

Line Item	Account #	Actual FY 19	FY 20 Budget	REVISED Budget FY 20	FY 21 Budget Request
Motor Fuel Tax Fund #10					
Cash Balance - beginning		343,790	440,222	440,222	236,741
Revenues					
State Allotment	10-4-310-4140	651,405	650,000	650,000	650,000
Transportation Tax	10-4-310-4140	0	0	0	420,000
Interest on Investments	10-4-310-4600	6,062	3,000	3,000	6,000
Misc Revenues	10-4-310-4900	28,518	28,519	28,519	28,519
Total Revenues		685,984	681,519	681,519	1,104,519
Expenditures					
Street Maintenance	10-5-310-6000	139,981	220,000	220,000	260,000
Contracted Work	10-5-310-6000	449,572	665,000	665,000	955,000
Miscellaneous Expenditures	10-5-310-7900	0	0	0	0
Total Expenditures		589,553	885,000	885,000	1,215,000
Cash Balance - ending		440,222	236,741	236,741	126,260

Kishwaukee TIF Fund #13					
Cash Balance - beginning		429,753	436,336	436,336	449,586
Revenues					
Property Taxes	13-4-110-4010	21,943	22,000	22,000	22,000
Interest Income	13-4-110-4600	0	0	0	0
Misc Revenue	13-4-110-4900	0	0	0	0
Total Revenues		21,943	22,000	22,000	22,000
Expenditures					
Tax Increment Dist - Int	13-5-110-8920	8,644	8,750	8,750	8,600
Tax Increment Dist - Prin	13-5-110-8930	0	0	0	0
Other Contractual Services	13-5-110-6890	0	0	0	0
Miscellaneous Expense	13-5-110-7900	6,716	0	0	2,000
Total Expenditures		15,360	8,750	8,750	10,600
Cash Balance - ending		436,336	449,586	449,586	460,986

Line Item	Account #	Actual FY 19	FY 20 Budget	REVISED Budget FY 20	FY 21 Budget Request
Kishwaukee II TIF Fund #15					
Cash Balance - beginning		4,915	4,915	4,915	4,915
Revenues					
Property Tax	15-4-110-4010	0	0	0	0
Interest Income	15-4-110-4600	0	0	0	0
Total Revenues		0	0	0	0
Expenditures					
Other Contractual Services	15-5-110-6890	0	0	0	0
Miscellaneous Expense	15-5-110-7900	0	0	0	0
Total Expenditures		0	0	0	0
Cash Balance - ending		4,915	4,915	4,915	4,915

Sp Serv Areas # 2 (Farmington Fields) Fund #16					
Cash Balance - beginning		7,663	9,236	9,236	10,236
Revenues					
Property Tax	16-4-110-4010	16,516	16,500	16,500	16,500
Interest Income	16-4-110-4600	0	0	0	0
Total Revenues		16,516	16,500	16,500	16,500
Expenditures					
Maintenance Expense	16-5-110-6090	14,943	15,500	15,500	15,500
Misc Expense	16-5-110-7900	0	0	0	0
Total Expenditures		14,943	15,500	15,500	15,500
Cash Balance - ending		9,236	10,236	10,236	11,236

* Note: Per Auditors request, SSA #2 and #3 were separated beginning FY 2017.

Sp Serv Areas # 3 (Farmington Fields) Fund #17					
Cash Balance - beginning		3,503	1,199	1,199	1,199
Revenues					
Property Tax	17-4-110-4010	6,742	6,700	6,700	6,700
Interest Income	17-4-110-4600	0	0	0	0
Other		0	0	0	0
Total Revenues		6,742	6,700	6,700	6,700
Expenditures					
Maintenance Expense	17-5-110-6090	9,046	6,700	6,700	6,700
Misc Expense	17-5-110-7900	0	0	0	0
Total Expenditures		9,046	6,700	6,700	6,700
Cash Balance - ending		1,199	1,199	1,199	1,199

CAPITAL PROJECTS FUND #41

Public Benefit Account					
Cash Balance - beginning		10,475	(753)	(753)	(678)
Revenues					
Property Tax	41-4-110-4010	40,119	40,000	40,000	40,000
Grants	41-4-110-4150	0	0	0	50,000
Expense Reimbursement	41-4-110-4940	62,000	0	0	0
Interest Income	41-4-110-4600	78	75	75	70
Transfer-In	41-4-110-9998	60,000	1,212,000	1,212,000	1,515,000
Total Revenues		162,197	1,252,075	1,252,075	1,605,070
Expenditures					
Miscellaneous Expenditures	41-5-110-7900	114,015	140,000	140,000	140,000
Infrastructure	41-5-110-8020	21,909	12,000	12,000	115,000
Logan Ave. Reconstruction	41-5-110-8021	37,500	0	0	50,000
Dawngate Detention Improvements	41-5-110-8022	0	600,000	600,000	0
Low Flow Channel 6th to Appleton	41-5-110-8023	0	500,000	500,000	0
Operating Transfer Out	41-5-110-9999	0	0	0	0
Total Expenditures		173,424	1,252,000	1,252,000	305,000
Cash Balance - ending		(753)	(678)	(678)	1,299,392

Line Item	Account #	Actual FY 19	FY 20 Budget	REVISED Budget FY 20	FY 21 Budget Request
Capital Assets Account					
Cash Balance - beginning		745,053	656,114	656,114	539,114
Grants	41-4-752-4150	52,000	0	0	0
Interest Income	41-4-752-4600	11,401	8,000	8,000	6,000
Miscellaneous Revenues	41-4-752-4900	70,000	0	0	0
Impact Fee Revenue	41-4-752-4910	21,321	0	0	0
Bank Loan Proceeds	41-4-752-4952	0	0	0	0
Operating Transfers In	41-4-752-9998	1,072,358	551,646	551,646	733,332
Capital Asset Revenues		1,227,080	559,646	559,646	739,332
Misc. Expense	41-5-752-7900	98,592	0	0	0
Building and Improvements	41-5-752-8100	694,528	25,000	25,000	70,000
Equipment	41-5-752-8200	216,249	222,980	222,980	189,500
Vehicles	41-5-752-8300	245,063	367,828	367,828	418,828
Bond / Loan Prin Payments	41-5-752-8910	55,000	55,000	55,000	65,004
Bond / Loan Int Payments	41-5-752-8920	6,587	5,838	5,838	0
Capital Asset Expenditures		1,316,020	676,646	676,646	743,332
Cash Balance - ending		656,114	539,114	539,114	535,114

Escrow Fund # 91					
Cash Balance - beginning		524,882	488,009	488,009	467,009
Other Fees	91-4-110-4490	0	0	0	0
Interest Income	91-4-110-4600	4,974	4,000	4,000	3,500
Miscellaneous Revenues	91-4-110-4900	0	0	0	0
Escrow/Land Cash Fees	91-4-110-4971	61,354	50,000	50,000	50,000
Total Revenues		66,328	54,000	54,000	53,500
Disbursement of Collected Fees		103,201	75,000	75,000	75,000
Total Expenditures		103,201	75,000	75,000	75,000
Cash Balance - ending		488,009	467,009	467,009	445,509

Line Item	Account #	Actual FY 19	FY 20 Budget	REVISED Budget FY 20	FY 21 Budget Request
Police Pension Fund					
Cash Balance - beginning		21,227,512	22,830,447	22,830,447	24,226,365
Revenues					
Property Tax		1,184,098	1,237,250	1,237,250	1,326,460
Replacement Tax		66,868	66,868	66,868	66,868
Interest Inc/Mkt Fluctuation		1,522,474	1,300,000	1,300,000	1,100,000
Contributions		331,743	340,000	340,000	340,000
Total Revenues		3,105,182	2,944,118	2,944,118	2,833,328
Expenditures					
Benefit Payments		1,471,094	1,495,700	1,495,700	1,515,226
Contribution Refunds		0	2,500	2,500	0
Administration		31,153	50,000	50,000	35,000
Total Expenditures		1,502,247	1,548,200	1,548,200	1,550,226
Cash Balance - ending		22,830,447	24,226,365	24,226,365	25,509,467

Fire Pension Fund					
Cash Balance - beginning		15,530,800	16,467,267	16,467,267	17,486,688
Revenues					
Property Tax		1,003,401	1,036,418	1,036,418	1,088,082
Replacement Tax		66,868	66,868	66,868	66,868
Interest Inc/Market Fluctuation		1,033,998	1,100,000	1,100,000	850,000
Contributions		237,493	207,185	207,185	254,618
Total Revenues		2,341,760	2,410,471	2,410,471	2,259,568
Expenditures					
Benefit Payments		1,364,173	1,338,550	1,338,550	1,405,098
Refund of Contributions		0	2,500	2,500	0
Administration		41,121	50,000	50,000	45,000
Total Expenditures		1,405,294	1,391,050	1,391,050	1,450,098
Cash Balance - ending		16,467,267	17,486,688	17,486,688	18,296,158

Ida Public Library
Fiscal Year 2020 Budget
May 1, 2020 - April 30, 2021

	FY 2020	FY 2019
	May 2020-April 2021	May 2019-April 2020
Revenue		
40100 Appropriation	726,224	711,000
41200 Repl tax	39,000	39,000
41214 Friends	4,500	5,000
41215 Friends Summer	3,500	3,500
41500 per capita	30,000	20,000
41514 List Dividends and Interest	3,900	2,000
41515 Sullivan Dividends	26,000	
41524 Blackburn Interest	1,600	
44750 Non Resident Fees	15,000	16,500
44770 Fines	5,000	9,000
48000 Memorial Fund Interest	150	4,500
48001 Rent	18,000	20,200
49001 Copy/Fax	4,000	3,000
49004 Print Release	3,500	3,000
49002 Guest Passes	1,000	2,000
49009 Lost/Damage Replacement	500	1,200
49500 Gift/Donation	500	1,000
Unspec. grants	2,500	
49600 Meeting Room	500	1,000
Total Revenue	885,374	844,000
Expenses		
41005 Legal	500	200
41006 Audit	5,500	5,000
41215 Friends summer reading	3,500	3,500
50100 Director	54,000	54,000
50200 Staff	405,059	391,500
51100 FICA/Medicare	30,000	32,000
51200 IMRF	51,800	52,000
51300 Emp Insurance	64,000	40,000
51302 Timeclock (ADP)	3,000	
51301 Deductible	16,000	16,000
51520 Staff Ed	1,500	1,500
51569 Outreach	500	300
51570 Hospitality	200	200
51571 Merch. expenses	500	200
51572 Advertising	500	3,000
51561 Bank fees	200	200
51664 Program guides	1,500	
51565 Postage	400	600

51566 Prof Expenses	2,500	2,000
51567 Board Training	150	200
60100 Building Maintenance and Supply	38,000	40,000
60101 Rental Property Expenses	2,500	2,500
60102 Property Taxes	5,000	6,000
60103 Mortgages (income from Sullivan/r	33,765	
62301 Tech-Annual costs	2,000	4,400
62302 Tech- Hardware	21,000	20,300
62303 Tech- Software	1,000	6,750
62304 Tech- CMJ	10,000	23,100
62305 Service Subscriptions	3,700	3,000
62351 Consortium	21,100	8,000
62352 Databases	3,000	3,600
63000 Utilities	7,000	9,000
64100 Machine Rental	2,600	3,500
68000 Property Insurance	21,500	21,500
70200 Library Supplies	20,000	23,000
73100 List Books	4,000	2,000
73111 Blackburn Books	1,500	
73112 Sullivan Books	5,635	
73115 Memorial Books	150	
73101 Y YA	4,000	6,000
73102 Y Spanish	1,200	2,000
73103 Y Non Fic	2,500	4,000
73104 Y Easy Reader (73115)	1,050	2,000
73105 Y Fic (73100)	0	5,000
73106 A Fic (73111)	3,500	5,500
73107 A Non Fic (73112)	0	2,500
73108 A Lp (73112)	865	5,400
73109 A Spanish	800	1,000
73110 Audio Adult	750	800
73113 Y YA NF	600	2,000
73114 Y Picture Books	6,000	7,000
73200 Periodicals	3,000	5,000
73301 AV CD	650	800
73302 AV Y DVD	1,000	1,500
73303 AV A DVD	4,000	5,500
73304 Electronic Materials	7,500	7,000
73401 Programming Adult	1,000	1,000
73402 Programming Summer NFY	500	500
73403 Programming Youth	1,000	1,000
73404 Local History	500	500
73406 Community Garden	200	200
Total Expenses	885,374	844,000
Balance	0	

EXHIBIT B

Non-Union Salary Schedule FY21

Except as noted the following reflect 2.5% increases.

		FY 20	FY 21
Director PW	Anderson, Brent	\$ 103,843.45	\$ 106,439.54
Street/Water/Sewer Supt	Anderson, Danny	\$ 80,924.54	\$ 82,947.65
Budget & Finance Officer	Tobin	\$ 81,887.12	\$ 83,934.30
Police Chief *****	Woody	\$ 110,343.59	\$ 113,102.18
Dep Chief *****	Gardner	\$ 104,097.96	\$ 106,700.41
Dep Chief *****	Wallace	\$ 104,097.96	\$ 106,700.41
Police Admin	Daniels	\$ 52,502.21	\$ 53,814.77
Fire Chief	Hyser	\$ 103,843.45	\$ 106,439.54
Dep CityClerk	Embry	\$ 52,561.63	\$ 53,875.67
Assistant Clerk	Turnipseed	\$ 37,416.07	\$ 31,980.00
Transcriptionist/ Admin Assistant	Taromina	\$ 32,652.29	\$ 33,468.60
Det Admin Asst	Mitchell M	\$ 35,955.85	\$ 36,854.75
City Atty	Drella	\$ 113,458.00	\$ 116,294.45
Building Director	Countryman	\$ 73,228.66	\$ 75,059.38
Zoning and Code Enforcement	Whetsel	\$ 44,291.63	\$ 45,398.92
Community Development Admin Assistant*	Crawford	\$ 33,224.46	\$ 35,055.07
Building Inspector PT	Wilcox	\$ 21,632.00	\$ 22,172.80
Fire Admin Assistant	Gilman	\$ 32,650.20	\$ 33,466.46
Community Development Planner/ Event Planner	DelRose	\$ 55,560.40	\$ 56,949.41
GIS Specialist PT	Anderson, Grant	\$ 28,600.00	\$ 29,315.00

*Assumes an additional \$1,000 over the 2.5% increase for Crawford

***** The Police Chief's salary shall be 6% over that of the Deputy Chief's. (2.5% increase)

***** The Deputy Chief's Salary shall be 6% over the Sergeants pay including maximum longevity. (2.5% increase)

ORDINANCE #489H
AN ORDINANCE AMENDING SECTION 110-2, EXCEPTIONS,
OF THE CITY OF BELVIDERE MUNICIPAL CODE

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belvidere as follows:

SECTION 1: Section 110-2, Exceptions, of the City of Belvidere Municipal Code is hereby amended to read as set forth in the Attached Exhibit A, which is incorporated herein by this reference.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Voting Aye:
Voting Nay:
Absent:

APPROVED:

Mayor Michael W. Chamberlain

ATTEST:

City Clerk Sarah Turnipseed

(SEAL)

Passed:
Approved:
Published:

EXHIBIT A

Sec. 110-2. - Exceptions.

Notwithstanding the general language of section 110-1, the following provisions of the Illinois Vehicle Code are hereby excluded and are not adopted by reference:

- (1) Provisions to the extent to which they classify offenses as felonies.
- (2) Article V of chapter 11 of the Illinois Vehicle Code 635 ILCS 5/11-501 et seq.
- (3) Article II of chapter 6 of the Illinois Vehicle Code.
- (4) Article III of chapter 6 of the Illinois Vehicle Code, with the exceptions of 625 ILCS 5/6-301, and 625 ILCS 5/6-304, which are adopted by reference.
- (5) 625 ILCS 5/11-601.5(b).
- (6) Provisions to the extent to which they are beyond the constitutional, statutory or jurisdictional authority of the city.

All citations issued, as an ordinance violation under this chapter shall be considered a fine only offense. Where a specific fine or range of fines is identified in the Illinois Vehicle Code, those fines shall apply. Where no fine is identified in the Illinois Vehicle Code, the fine shall be as set forth in section 1-9 of the city municipal code.

Nothing in this chapter shall prevent a peace officer from issuing a citation as a state charge as opposed to an ordinance violation.

(Code 1982, § 70.02; Ord. No. 890G, § 1, 3-19-07)

RESOLUTION #2110-2020:

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN THE CITY OF BELVIDERE AND ILLINOIS FIBER
RESOURCES GROUP

IT IS THEREFORE RESOLVED, by the Mayor and City Council of the City of Belvidere as follows:

- 1) The Mayor is hereby authorized to execute the Master Services Agreement between the City of Belvidere and Illinois Fiber Resources Group, a copy of which is attached hereto and incorporated herein.

Approved:

Mayor

Attest:

City Clerk

Ayes: .
Nays: .
Absent:.
Date Approved:



MASTER SERVICES AGREEMENT

The Customer named below and Illinois Fiber Resources Group (“*iFiber*”) agree that the terms and conditions of this Master Services Agreement (“*Agreement*”) govern the provision of the Services specified herein. This Agreement shall be effective as of the Effective Date listed below.

Customer: City of Belvidere
470 filing number: N/A
Effective Date: July 1, 2020 with expiration of 30 June 2025
Services: Data Transport and other Services as further defined below.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

“**Affiliate**” means any entity that controls, is controlled by, is under common control with iFiber. The term “control,” including correlative meanings, such as “controlled by” or “controlling,” means the power or authority to direct or cause the direction of the management or policies of the controlled entity or person through at least fifty percent (50%) ownership of voting securities, board or managerial authority, by contract, or otherwise.

“**Agreement**” means this Master Services Agreement and any appendices, exhibits, addenda, or amendments hereto.

“**AUP**” shall have the meaning prescribed in Section 2.1.

“**Authorized User**” means any individual employee of Customer, any contractor or other vendor of Customer over which Customer exercises control, or any other person providing services on behalf of Customer at each Service Location. The term “Authorized User” may include an employee of Customer who accesses the Services via a remote connection to a Service Location, but shall not include any other person or entity which accesses the Services Location remotely, whether from a remote location or using any internal Customer network to reach the Service Location.

“**Carrier Equipment**” means any and all equipment, wiring, or devices provided by iFiber or its authorized contractors at the Service Location(s) that is/are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, internal cabling and/or wiring, whether or not installed by iFiber, shall not be considered Carrier Equipment.

“**Claims**” shall have the meaning prescribed in Section 8.1.

“**Confidential Information**” means this Agreement and all documents, data, information, maps, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties’ communications regarding such items, which are disclosed by one Party to the other Party in providing the Services specified herein. Notwithstanding the foregoing, the following information shall not constitute Confidential Information: (i) information that was in a Party’s possession prior to disclosure from the other Party; (ii) information that is or becomes a matter of public knowledge or record through no fault of the Party to whom the information was disclose; (iii) information that is rightfully received by a Party from a third party without a duty of confidentiality; (iv) information that is disclosed by the disclosing Party to a third party without a duty of confidentiality on the third party; and (v) information that can demonstrate that it was developed independently.

“**CPI**” means the Consumer Price Index – All Urban Consumers as reported by the U.S. Bureau of Labor Statistics.

“**Credit**” shall have the meaning prescribed in Section 11.1.

“**Custom Installation**” shall have the meaning prescribed in Section 2.8.



Illinois Fiber Resources Group

“**Custom Installation Fee**” shall have the meaning prescribed in Section 2.8.

“**Customer-Provided Equipment**” mean any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

“**Effective Date**” means the date upon which this Agreement becomes binding upon both parties, which date shall be the same as the date written above.

“**Indemnified Parties**” shall have the meaning prescribed in Section 8.1.

“**iFiber**” means Illinois Fiber Resources Group, a 501(c)(3) not for profit organization chartered in the State of Illinois.

“**Network**” shall have the meaning prescribed in Section 2.4.

“**Party**” means a reference to iFiber or the Customer, and in the plural, a reference to both.

“**Renewal Term**” shall have the meaning prescribed in Section 4.2.

“**Service**” means the service defined above, including but not limited to, data transport, call-center services, VoIP, IPTV and VM, NOC Monitoring Services, and/or broadband services including high speed data transport service that provides end-to-end transmission using Ethernet packet technology at transport speeds up to 1 Gbps.

“**Service Commencement Date**” means the date(s) on which iFiber first makes Service available for use by Customer. A single Service Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

“**Service Interruption**” means a break in transmission that renders the Service unusable for transmission and reception, or other material non-conformity with a Service Level.

“**Service Order**” means a request for iFiber to provide the Service(s) to Service Location(s) submitted by Customer and/or specified on Exhibit A.

“**Service Location(s)**” means the Customer location(s) where iFiber provides the Service(s). Each Service Location shall be set forth on a Service Order.

“**Service Term**” means the duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified in a Service Order.

“**Space**” shall have the meaning prescribed in Section 2.4.

“**Termination Charges**” means charges that may be imposed by iFiber if, prior to the end of the applicable Service Term (i) iFiber terminates Services for cause or (ii) Customer terminates Services without cause. Termination Charges with respect to each terminated Service Order shall equal, in addition to all amounts payable by Customer in accordance with Section 5.3, fifty percent (50%) of the remaining monthly fees that would have been payable by Customer under the Service Order if the Services described in the Service Order had been provided until the end of the Service Term. In the event the Agreement is terminated as herein described during the initial Service Term, Termination Charges shall also include one hundred percent (100%) of any amount paid by iFiber in connection with Custom Installation, as that term is defined in Section 2.9, for the Services provided by iFiber under the Service Order, provided however that the total Termination Charges shall decrease from one hundred percent (100%) to zero percent (0%) in ten percent (10%) annual increments during each of the first ten (10) years of the Term of this Agreement, after which the Termination Charges shall remain at zero.

2. DELIVERY AND USE OF SERVICES

2.1 Scope of Services. iFiber shall provide the Service(s) to Customer subject to availability and operational limitations of Customer’s systems, facilities, or equipment. Customer and its Authorized Users shall have the right to use the Service(s) provided by iFiber at the relevant Service Location(s). Customer shall be responsible for its Authorized Users use of the Service(s), compliance with this Agreement, and compliance with iFiber’s Acceptable Use Policy (“AUP”), which is attached hereto as Exhibit B. Customer is responsible for ensuring that any Customer-Provided Equipment is fully operational and compatible with the Service(s). If Customer desires to secure its transmissions in connection with its use of the Service(s), Customer must provide, at its sole cost, encryption software or other transmission protection equipment or services.

2.2 Orders. Customer shall submit to iFiber a properly completed Service Order to initiate Service(s) to each Service Location. A Service Order shall become binding on the Parties when (i) it is specifically accepted by iFiber in writing, (ii) iFiber begins providing the Service(s) described in the Service Order or (iii) iFiber begins Custom Installation (as defined in Section 2.8) for delivery of the Service(s) described in the Service Order, whichever is earlier. When a Service Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.3 Service Levels. iFiber shall provide the following Service Levels:

(i) **Speed.** iFiber makes no representation regarding the speed of the Service. Actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of devices using a single connection, the size and frequency of data to be transmitted, the effectiveness or efficiency of Customer-Provided Equipment, network traffic, and other similar factors. Customers who purchase 100 Mbps Service(s) will be provided data transport services at speeds of up to 100 Mbps. Customers who purchase 1 Gbps Service(s) will be provided data transport services at speeds of up to 1 Gbps. iFiber shall use commercially reasonable efforts to provide and maintain data transport speeds as close to the specified Service(s) speed as reasonably possible.

(ii) **Availability.** iFiber guarantees a minimum Service Level for the IP transport network that will provide network availability and capability of forwarding IP packets 99.95% of the time, including local loop, as averaged over a calendar month, excluding maintenance windows and other exclusions as specified herein. This equates to not more than 21.6 minutes of downtime per month (based on a 30-day month).

(iii) **Latency.** iFiber guarantees a minimum Service Level for the IP transport network that will provide an average round trip packet transit time within the iFiber backbone network of 64 milliseconds or less, as measured over a calendar month, excluding maintenance windows and other exclusions as specified herein.

2.4 Access. Customer, at no cost to iFiber, shall secure and maintain all necessary rights of access to Service Location(s) for iFiber to install and provide the Services, unless iFiber has secured such access prior to this Agreement. In addition, Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Carrier Equipment used to provide the Services within the Service Location(s). iFiber and its employees and authorized contractors will require free ingress and egress into and out of the Service Location(s) in connection with the provision of Services. Upon reasonable notice from iFiber, Customer shall provide all required access to iFiber and its authorized personnel. During the term of the Service(s) provided under this Agreement, Customer grants iFiber the right, free of charge, to occupy portions of Customer's facilities and real property ("Space") for the placement and maintenance of Carrier Equipment (hereinafter defined) and interconnecting such Carrier Equipment to iFiber's proprietary transport network (the "Network") for the purpose of providing the Service(s).

2.5 Carrier Equipment. Carrier Equipment is and shall remain the property of iFiber regardless of where installed within the Service Location(s), and shall not be considered a fixture or an addition to the land or the Service Location(s). At any time iFiber may remove or change Carrier Equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Carrier Equipment or permit others to do so, and shall not use the Carrier Equipment for any purpose other than that authorized by the Agreement. iFiber shall maintain Carrier Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at iFiber's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Carrier Equipment. Customer is responsible for damage to, or loss of, Carrier Equipment caused by its acts or omissions, and its noncompliance with this Section, or by fire, theft or other casualty at the Service Location(s), unless caused by the negligence or willful misconduct of iFiber. Customer agrees not to take any action that would directly or indirectly impair iFiber's title to the Carrier Equipment, or expose iFiber to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following iFiber's discontinuance of the Services to the Service Location(s), iFiber retains the right to remove the Carrier Equipment including, but not limited to, that portion of the Carrier Equipment located within the Service Location(s). To the extent iFiber removes such Carrier Equipment, it shall be responsible for returning the Service Location(s) to its prior condition, wear and tear excepted.

2.6 Service Commencement Date. Upon installation and connection of the necessary facilities and equipment to provide the Services(s), iFiber shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Service Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2.7 Installation of Carrier Equipment. Installation of any Carrier Equipment to create interconnectivity with the Network shall be completed by authorized iFiber personnel, consistent with any Customer requirements and/or policies where installed in Customer Space. Where Customer installs any Customer-Provided Equipment necessary to create interconnectivity with the Network, Customer shall bear the sole responsibility and liability for such installation. iFiber may change, replace, or remove the Carrier Equipment, regardless of where located, so long as the basic technical parameters of the Services are not altered, and this Agreement constitutes Customer's consent to such change, replacement, or removal. iFiber has no obligation to install, maintain, or repair any Carrier-Provided Equipment. Customer is responsible for ensuring that its equipment does not interfere with the provision of or functionality of Services or Network.

2.8 Customer-Provided Equipment. iFiber shall have no obligation to install, operate, or maintain Customer-Provided Equipment. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside wiring and equipment and facilities on the Customer's side of the modem, router, switch and/or other Ethernet input connection. All Customer-Provided Equipment and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by iFiber's employees or authorized contractors when the difficulty or trouble report results from Customer-Provided Equipment.

2.9 Engineering Review. Each Service Order submitted by Customer shall be subject to an engineering review by iFiber. The engineering review will determine whether the Network, fiber, cable, or other plant must be extended, built or upgraded ("Custom Installation") in order to provide the ordered Services at the requested Service Location(s). iFiber will provide Customer written notification in the event Service installation at any Service Location will require an additional one-time installation fee ("Custom Installation Fee"). Customer will have thirty (30) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Service Order with respect to the affected Service Location(s).

2.10 Authorized Use. The Service(s) and connections to the Network are for use by Customer and its Authorized Users to which Services are granted. Except as otherwise provided herein or under a separate agreement, connections to the Network may not be shared by any means, including wired or wireless networking or transmission. Customer and its Authorized Users agree not to operate hardware or software that iFiber deems harmful, hazardous, or capable of causing interference, congestion, or interruptions to the Network, Carrier Equipment, or Service(s). Customer and its Authorized Users have an affirmative duty under this Agreement to monitor their use of the Network and the Carrier Equipment, and to ensure that any hardware, software, and/or data used or transmitted over or across the Carrier Equipment and/or Network is free of malicious or harmful components, does not present a security risk or vulnerability, and/or does not negatively impact the performance of the Network or cause interference, congestion, or interruptions on the Network or Service(s). To the extent that iFiber believes that any Customer or Authorized User hardware, software, or data is harmful, hazardous, or capable of causing interference, congestion, or interruptions to the Network, iFiber shall provide Customer with commercially reasonable notice of the same. Customer shall thereafter have fifteen (15) days to cure or discontinue use of the hardware, software, or data that is the subject of the notice, or to otherwise demonstrate that the harmful, hazardous, or interfering component is not present or caused as alleged by iFiber in its notice. In instances in which Customer or Authorized User hardware, software, or data presents an immediate threat to the continued operation of the Network, or Carrier Equipment, iFiber may require the Customer or Authorized User to immediately discontinue use of the harmful, hazardous, or interfering hardware, software, or data until such time as iFiber and the Customer, working collaboratively, can cure, or otherwise verify the absence of, any harmful, hazardous, or interfering component. All use by Customer and Authorized Users shall be consistent with, and in compliance with, the AUP.

3. CHARGES, BILLING, AND PAYMENT

3.1 Charges. Customer shall pay iFiber one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Customer further agrees to pay all undisputed charges associated with the Service(s), as set forth or referenced in the applicable Service Order(s). These charges may include, but are not limited to installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Carrier Equipment, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Except as otherwise indicated herein or on the applicable Service Order(s), non-recurring charges for the Service(s) shall not increase during the initial Service Term.

3.2 Maintenance. Unless otherwise specified in a relevant Service Order, routine and emergency maintenance on the Network and/or to ensure the proper operation of the Service(s) are provided to Customer at no charge. For maintenance services at Customer's location, or for such other maintenance as may be required by Customer that is outside of iFiber's routine or emergency Network maintenance, Customer shall pay for applicable maintenance services at the then-applicable rates.

3.3 Annual Price Adjustments. All pricing specified in this Agreement, including Exhibit A, shall be fixed for the first twelve (12) months from the Service Commencement Date. Pricing and rates for Services under this Agreement shall thereafter be adjusted on an annual basis, taking into account iFiber's then-current pricing, changes in the CPI, standard industry pricing and rates, and such other factors as iFiber deems appropriate and as agreed upon by the Parties.

3.4 Payment. Except as otherwise indicated herein or on the Service Order(s), iFiber shall invoice Customer in advance on a monthly basis for all monthly recurring Service charges and fees arising under the Agreement. All other charges will be billed monthly in arrears. Customer shall make payment to iFiber for all invoiced amounts within thirty (30) days after the date of the invoice. Any amounts not paid to iFiber within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's next monthly invoice shall include a pro-rated charge for the Services, from the date of installation to the first day of the new billing. In certain cases, iFiber may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between Customer and the third party, unless otherwise agreed. iFiber shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.

3.5 Partial Payment. Partial payment of any bill will be applied to the Customer's outstanding charges in the amounts and proportions as solely determined by iFiber. No acceptance of partial payment(s) by iFiber shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

3.6 Taxes and Fees. Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.7 Other Government-Related Costs and Fees. iFiber reserves the right to invoice Customer for any fees or payment obligations in connection with the Service(s) imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Service(s), including, without limitation, applicable franchise fees (if any), regardless of whether iFiber or its Affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. These obligations may include those imposed on iFiber or its affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that iFiber or its Affiliates are required to collect from the Customer or to pay to others in support of statutory or regulatory programs.

3.8 Disputed Invoice. If Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to iFiber for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve the dispute. However, should the parties fail to mutually resolve the dispute within sixty (60) days after the dispute was submitted to iFiber, all disputed amounts shall become immediately due and payable to iFiber.

3.9 Past-Due Amounts. Any undisputed payment not made when due will be subject to a late payment fee equal to the lesser of one and a half percent (1.5%) per month or at the maximum rate allowed by law on the unpaid invoice. If Customer's account is delinquent, iFiber may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Carrier Equipment that Customer fails to return in accordance with the Agreement. If iFiber is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Carrier Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to iFiber under the Agreement or at law or in equity.

3.10 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

4. TERM

4.1 Agreement Term. This Agreement shall terminate upon the expiration or other termination of the final existing Service Order entered into under this Agreement. The term of a Service Order shall commence on the Service Commencement Date and shall terminate at the end of the stated Service Term of such Service. If the Service Order or header of this contract does not specify a term of service, the Service Term shall be five (5) years from the Service Commencement Date.

4.2 Service Order Renewal. Upon the expiration of the Service Term, this Agreement and each applicable Service Order shall automatically renew for successive periods of five (5) years each ("Renewal Term(s)"), unless prior notice of nonrenewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the initial Service Term and from time to time thereafter, iFiber may modify the charges for the Service(s) subject to thirty (30) days prior notice to Customer. Customer shall have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing.

5. TERMINATION AND SUSPENSION

5.1 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order, or this Agreement in whole or part, at any time during the Service Term upon sixty (60) days prior notice to iFiber, and subject to payment to iFiber of all outstanding amounts due for the Services, any and all applicable Termination Charges, and the return of any and all Carrier Equipment. Customer shall return all Carrier Equipment to iFiber, or otherwise permit iFiber to remove any Carrier Equipment, within sixty (60) days of termination.

5.2 Termination for Cause. The Parties may terminate this Agreement, or a Service Order, in whole or in part, in the following ways:

- (i) **Nonpayment.** If Customer is in breach of a payment obligation (including failure to pay a required deposit), and fails to make payment in full within ten (10) days after receipt of notice of default, or has failed to make payments of all undisputed charges on or



before the due date on three (3) or more occasions during any twelve (12) month period, iFiber may, at its option, terminate this Agreement, terminate the affected Service Orders, suspend Service under the affected Service Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Orders as a condition of continuing to provide the Services. iFiber will not take any such action as a result of Customer's non-payment of a charge that is the subject of a timely billing dispute, unless the parties have reviewed the dispute and determined in good faith that the charge is correct.

(ii) **Breach.** If either Party breaches any material term of this Agreement and the breach continues without remedy for thirty (30) days after notice of default, the non-defaulting party may terminate for cause any Service Order materially affected by the breach.

(iii) **Insolvency.** A Service Order may be terminated by either Party immediately upon notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

(iv) **Failure of Services.** If, after notice by Customer and a commercially reasonable opportunity to cure by iFiber, not to be less than thirty (30) days, iFiber fails to provide any Service(s) in accordance with the minimum Service Levels identified in Section 2.3, and said failure materially adversely affects Customer's ability to use the Service(s) effectively, Customer may terminate this Agreement or terminate the affected Service Order(s) without any obligation to pay the Termination Charges, provided however that Customer shall be liable for any past charges incurred that were due and owing prior to the failure or other event that gave rise to the termination for cause.

(v) **Rights and Remedies.** Termination by either Party of a Service Order does not waive any other rights or remedies that it may have under this Agreement.

5.3 Effect of Termination. Upon the expiration or termination of a Service Order for any reason: (i) iFiber may immediately disconnect the applicable Service; (ii) if Customer has terminated the Service Order prior to the expiration of the Service Term for convenience, or if iFiber has terminated the Service Order prior to the expiration of the Service Term as a result of material breach by Customer, iFiber may assess and collect from Customer applicable Termination Charges; and (iii) Customer shall return or permit iFiber access to retrieve from the applicable Service Locations any and all Carrier Equipment (however, if Customer fails to permit access, or if the retrieved Carrier Equipment has been damaged and/or destroyed other than by iFiber or its agents, normal wear and tear excepted, iFiber may invoice Customer for the full replacement cost of the relevant Carrier Equipment, or in the event of minor damage to the retrieved Carrier Equipment, the cost of repair, which amounts shall be immediately due and payable).

5.4 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on law and the regulatory environment as it exists on the date of execution of this Agreement. iFiber may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects iFiber's ability to provide the Services herein.

6. MAINTENANCE

6.1 Generally. iFiber reserves the right to schedule regular (in advance with Customer) or emergency maintenance on the Network and/or Carrier Equipment. All routine maintenance and repair functions and emergency maintenance and repair functions, including "one-call" responses, cable locate services, and necessary relocation of the Carrier Equipment, shall be performed by iFiber or its designee for a period coterminous with the term of this Agreement.

6.2 Routine Maintenance. Routine Maintenance shall mean any maintenance at the iFiber hub to which Customer's circuit is connected, or maintenance to any Carrier Equipment located at a Service Location. Scheduled Maintenance shall be performed between the hours of 12:00 AM to 6:00 AM local time, unless otherwise required, and upon prior notice to Customer. Routine Maintenance includes (i) upgrades of Network and/or Carrier Equipment hardware and software; (ii) upgrades to capacity of the Network; (iii) correction network activity that may degrade the quality of service or cause service interruptions; and (iv) relocation of fiber required by road or utility construction projects. Additional maintenance may be performed from time to time at iFiber's reasonable discretion, or upon Customer's request with reasonable advance notice to iFiber. iFiber's general policy for scheduling maintenance is to provide Customer with advanced notice, and to perform and repair or maintenance services during non-working or off-peak hours, but circumstances may arise from time-to-time that requires Routine Maintenance to be performed during normal business hours.

6.3 Emergency Maintenance. iFiber shall use commercially reasonable efforts to respond to any failure, interruption or impairment in the operation of the Service(s) within a time frame as soon as commercially practicable after receiving a report of any such failure, interruption or impairment, but in any event not to exceed four (4) hours. Customer acknowledges that the foregoing does not confer any right to Customer to have any Emergency Maintenance request or report cured, fixed, resolved, or otherwise remedied within four (4) hours of the request being made. The time to resolve any Emergency Maintenance request or report will depend on the circumstances presented at the time the request or report is made, including but not limited to the severity of any failure, defect, interruption, or other

non-conformity in the Network, Carrier Equipment, or Service(s), the availability of iFiber's employees, agents, subcontractors, or other affiliates, the availability of necessary materials, access to and the location of any failure, Customer cooperation, weather, force majeure events, and other similar factors. iFiber shall use commercially reasonable efforts to provide Customer with notice of Emergency Maintenance before beginning any repairs or other work, but Customer acknowledges that there may be instances in which circumstances do not allow for Customer to receive notice in advance of Emergency Maintenance.

6.4 Service Levels. Routine Maintenance and any Emergency Maintenance that is required as a result of actions or omissions taken by a third party other than iFiber, shall be excluded from the calculation of Services Levels, and iFiber cannot be held liable for any losses sustained or allegedly sustained by Customer or its Authorized Users as a result of Routine Maintenance, or Emergency Maintenance not caused by iFiber.

7. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

7.1 Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT, PROVIDED, HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT IFIBER OR FOR EARLY TERMINATION CHARGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE ENTIRE LIABILITY OF iFiber AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS OR CONTRACTORS FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF THE DELIVERY OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR THE CARRIER EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT. CUSTOMER ASSUMES FULL RESPONSIBILITY AND RISK FOR THE USE OF THE SERVICES AND THE INTERNET, AND IS SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES PROVIDED HEREUNDER. If Customer is dissatisfied with the Service(s) or with any terms, conditions, rules, policies, guidelines or practices of iFiber in operating the Services(s), Customer's sole and exclusive remedy is to terminate this Agreement in accordance with Section 5, above, and discontinue using the Service(s), or to seek a Service Credit pursuant to Section 11, below. REPAIR OR REPLACEMENT FOR CARRIER EQUIPMENT IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER FOR ANY GOODS RECEIVED BY CUSTOMER UNDER THIS AGREEMENT.

7.2 Limited Warranty. EXCEPT AS OTHERWISE PROVIDED IN SECTION 2.3, ABOVE, AND SECTION 11, BELOW, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT WITH RESPECT TO THE SERVICE(S), CARRIER EQUIPMENT, OR NETWORK. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, iFiber DOES NOT WARRANT THAT THE SERVICES, CARRIER EQUIPMENT, OR NETWORK WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES, CARRIER EQUIPMENT, OR NETWORK WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES, CARRIER EQUIPMENT, OR NETWORK WILL BE FREE OF HARMFUL COMPONENTS OR PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. IN NO EVENT SHALL iFiber, OR ITS AFFILIATES, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

7.3 Third Parties. iFiber MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, CARRIER EQUIPMENT, OR NETWORK FOR USE BY THIRD PARTIES.

7.4 Disruption of Service. The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment. Such uses or activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Customer expressly assumes the risks of any damages resulting from high risk activities. iFiber shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to Customer or Customer



Illinois Fiber Resources Group

Provided Equipment; inability to obtain access to the Service Locations; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services.

8. MUTUAL INDEMNIFICATION

8.1 Customer Indemnification. Customer shall indemnify, save, hold harmless, and defend iFiber and iFiber's Affiliates, as well as their respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorneys' fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to: (i) damages for bodily injury (including death) and damage to real and tangible personal property to the extent that such loss was proximately caused by any person for whose conduct Customer is responsible and which arises from the performance or receipt of work or Services hereunder; (ii) the breach or alleged breach of this Agreement by Customer; (iii) any negligent or tortious act or omission to act of Customer; or (iv) any claim that the data content delivered by Customer via the Services provided by iFiber under this Agreement constitutes an infringement of any Confidential Information, trade secret, patent, copyright, trademark, trade name or other legal right of any third party.

8.2 iFiber Indemnification. iFiber shall indemnify, save, hold harmless and defend Customer, as well as Customer's Indemnified Parties from and against any Claims threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to: (i) damages for bodily injury (including death) and damage to real and tangible personal property to the extent that such loss was proximately caused by any person for whose conduct iFiber is responsible and which arises from the performance or receipt of work or Services hereunder; (ii) any negligent or tortious act or omission to act of iFiber; or (iii) any Claim that alleges the Services, Network, or Carrier Equipment provided hereunder infringes any patent, trademark, copyright, or trade secret, but not in circumstances where the claimed infringement arises out of or relates to: (a) Customer or its Authorized Users' data content, documents, or other information; (b) any modification(s) to the Services, Network, or Carrier Equipment by Customer or its Authorized Users, or other third parties employed by Customer, or the combination of the Services, Network, or Carrier Equipment with any services or products not supplied or provided by iFiber; (c) iFiber's adherence to Customer's or its Authorized Users' requirements; or (e) use of the Services, Network, or Carrier Equipment in violation of this Agreement.

9 CONFIDENTIAL INFORMATION; PRIVACY

9.1 Disclosure and Use. All Confidential Information shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Remedies. Notwithstanding any other Section of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Section 9, including, but not limited to, injunctive relief.

9.3 iFiber Monitoring and Control of Network Traffic. iFiber has no obligation to monitor information or material on the Network or transmitted using the Service(s). Customer agrees that iFiber has the right to monitor the Network, Service(s), and Carrier Equipment electronically from time to time solely to disclose any information as necessary to satisfy the law, regulation or other governmental request, to operate the Network or Services properly, or to protect itself or its users from service interruption or other inappropriate uses. The purpose of this Section 9.3 is to authorize iFiber to monitor and review primarily technical information and other data transmitted on or over the Network to ensure that the Network operates properly and remains secure and free from harmful traffic. iFiber shall have the right, but not the obligation, to monitor, examine, control, limit, or otherwise review any and all data using, on, or traveling across the Network to ensure Network integrity, security, and efficient operation. In this regard, iFiber may examine, monitor, or control data packets and similar incomplete and/or encoded transport layer files, data streams, and transmissions for malicious, harmful, hazardous, or otherwise interfering components that may threaten or adversely affect the operation or security of the Network, Carrier Equipment, or Services. Customer shall be solely responsible for monitoring, controlling, reviewing, and examining the content of the data, documents, and information that it sends and receives using the Network, and for providing adequate encryption and other security measures to ensure the appropriate level of protection for such data, documents, and information.

10. PROHIBITED USE.

10.1 Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.2 Use Policies. Customer agrees to ensure that all uses of the Carrier Equipment and/or the Services installed at its premises are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person, whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Any and all use of the Network, Service(s), and Carrier Equipment by Customer shall be consistent with Section 2.9.

10.3 Violations. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, iFiber shall have the right to restrict, suspend, or terminate immediately any or all Service Orders, without liability on the part of iFiber, and then to notify Customer of the action that iFiber has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

11. SERVICE CREDITS

11.1 Credit Allowances. iFiber will allow a pro-rata credit against future payment of the net monthly recurring charge (exclusive of nonrecurring charges, other one-time charges, measured charges, regulatory fees and surcharges, taxes, and other governmental and quasigovernmental fees) for a Service Interruption, except as specified below or as may otherwise be legally required ("Credit"). For the purposes of calculating a Credit allowance, the Service Interruption period begins when the Customer reports an interruption in the portion of the Service to iFiber, a trouble ticket is opened, and/or the Service is released to iFiber for testing and repair. The Service Interruption ends when the affected portion of the Service has been restored and/or iFiber has closed the trouble ticket. Service Interruption time does not include interruptions of less than thirty (30) minutes' duration. Credits will be as follows:

<u>Length of Service Interruption</u>	<u>Amount of Credit</u>
At least 30 minutes but less than 3 hours	1/8 of a day
At least 3 hours but less than 6 hours	1/4 of a day
At least 6 hours but less than 9 hours	2/5 of a day
At least 9 hours but less than 12 hours	1/2 of a day
At least 12 hours but less than 15 hours	4/5 of a day
At least 15 hours and up to and including 24 hours	1 full day

The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Customer must request the Credit from iFiber within 30 days of the interruption.

11.2 Exceptions to Credit Allowances. A Service Interruption shall not qualify for the Credits set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through iFiber, including, without limitation, Customer's users, third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as defined in this Agreement, unless otherwise provided under applicable law. The remedies set forth in this Section 11 shall be Customer's sole and exclusive remedy for any Service Interruption in the Services, outage, unavailability, delay or other degradation in the Services or any iFiber failure to meet the objectives of the Services.

12. INSURANCE

12.1 General Coverage. Each Party shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including property damage and personal injury.

12.2 Limits. The liability limits under the policies required by Section 12.1 shall be, at a minimum, one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

13 MISCELLANEOUS TERMS

13.1 Employee Conduct. iFiber acknowledges Customer's obligations to comply with certain laws and regulations as well as the need for iFiber's employees and subcontractors to comply with reasonable requests, standard rules, and regulations of Customer regarding personal and professional conduct generally applicable to such facilities. iFiber shall provide Customer with reasonable assistance in ensuring iFiber employees, subcontractors, and agents comply with (i) laws and regulations affecting Customer's facility and (ii) Customer's facility rules and regulations. iFiber shall maintain written agreements with all of its employees, subcontractors, and agents involved during the course of this Agreement in any project under this Agreement, obligating such employees, subcontractors,



and agents upon terms and conditions no less restrictive than contained herein, not to use or disclose any confidential information, proprietary rights, or information learned or acquired during the course of such employment or engagement. iFiber shall not employ or contract for services on the work any unfit person or anyone not skilled in the work assigned to him or her, and shall devote personnel reasonably skilled and experienced in the industry to perform any work required under this Agreement.

13.2 Governing Law; Jurisdiction. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to choice of law principles. Venue of any action arising out of or related to this Agreement shall be proper in the Circuit Court of DeKalb County or the United States District Court for the Northern District of Illinois.

13.3 Entire Agreement. This Agreement and its Exhibits constitute the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the Parties' rights or obligations relating to the Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not expressly provided for in this Agreement are of no effect. Terms or conditions contained in any purchase order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect. Only specifically authorized representatives of iFiber may make modifications to this Agreement or this Agreement's form. No modification to the form or this Agreement made by a representative of iFiber who has not been specifically authorized to make such modifications shall be binding upon iFiber. No subsequent agreement among the Parties concerning the Services shall be effective or binding unless it is executed in writing by authorized representatives of both Parties.

13.4 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Customer may not assign this Agreement without the prior written consent of iFiber. iFiber may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent.

13.5 Force Majeure. Neither Party shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions including without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including strikes, slowdowns, picketing or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers, unavailability of right-of-way, unavailability of services or materials upon which the Services rely, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided shall not be excused.

13.6 Import/Export Control. Customer, not iFiber, is responsible for complying with import and export control laws, conventions, and regulations for all equipment, software, or technical information Customer may move or transmit between countries using the Services, whether authorized or unauthorized.

13.7 Headings; Severability. Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

13.8 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

13.9 No Waiver. No failure by either Party to enforce any rights hereunder shall constitute a waiver of such right(s).

13.10 Survival. The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or any Service Order, including without limitation representations and warranties, indemnifications, and limitations of liability, shall survive termination or expiration of this Agreement or any Service Order.

13.11 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

13.12 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.



13.13 Remedies Not Exclusive. The remedies provided in this Agreement shall be in addition to all other remedies to which iFiber may be entitled at law or in equity, including without limitation the right to recover unpaid amounts with interest at the applicable statutory judgment rate, but accruing from the date initially due.

13.14 Limitations. Any Customer claim or dispute arising out of this Agreement must be filed by Customer within two (2) years after the cause of action arises. Customer waves any statute of limitations to the contrary.

IN WITNESS WHEREOF, the Parties hereto have caused this Master Services Agreement to be executed and delivered as of the Effective Date written above.

iFiber

City of Belvidere

By: _____

By: _____

Name: Matt Parks

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Exhibit A
Acceptable Use Policy

1. Overview

This Acceptable Use Policy (the "Policy") is a guide to the acceptable use of iFiber network facilities and Services, as defined herein and in the Master Services Agreement. Any Customer organization or individual connected to iFiber's network in order to use it directly, or to connect to any other network(s), must comply with this policy and the stated purposes and Acceptable Use policies of any other network(s) or host(s) used. Each Customer organization is responsible for the activity of its users and for ensuring that its users are familiar with this policy or an equivalent policy. In addition, each Customer is encouraged to maintain and enforce its own Acceptable Use policies. The provisions of this Policy govern all use of the Services, including any unsupervised anonymous network access offered by Customer. The following guidelines will be applied to determine whether or not a particular use of the Services is appropriate:

- (1) Users must respect the privacy of others. Users shall not intentionally seek information on, or represent themselves as, another user unless explicitly authorized to do so by that user. Nor shall Users obtain copies of, or modify files, other data, or passwords belonging to others.
- (2) Users must respect the legal protection applied to programs, data, photographs, music, written documents and other material as provided by copyright, trademark, patent, licensure and other proprietary rights mechanisms.
- (3) Users must respect the integrity of other public or private computing and network systems. Users shall not intentionally develop or use programs that harass other users or infiltrate any other computer, computing system or network and/or damage or alter the software components or file systems of a computer, computing system or network.
- (4) Use should be consistent with guiding ethical statements and accepted community standards. Use of the Services for malicious, fraudulent, or misrepresentative purposes is not acceptable.
- (5) The Services may not be used in ways that violate applicable laws or regulations.
- (6) The Services may not be used in a manner that precludes or significantly hampers network access by others. Nor may the Services be used in a manner that significantly impairs access to other networks connected to iFiber.
- (7) Connections which create routing patterns that are inconsistent with the effective and shared use of the Services may not be established.
- (8) Users are prohibited from sending unsolicited advertising, whether commercial or informational in nature to addresses that have not specifically requested such material.
- (9) Repeated, unsolicited and/or unwanted communication of an intrusive nature is strictly prohibited. Continuing to send e-mail messages or other communications to an individual or organization after being asked to stop is not acceptable.
- (10) Consistent with the Master Services Agreement, Customer may not use the Services to offer for sale, lease, resell, or offer any services for which Customer is reimbursed by the provisioning entity without an appropriate resell agreement approved by iFiber.

The intent of this Policy is to identify certain types of uses that are not appropriate, but this Policy does not necessarily enumerate all possible inappropriate uses. Using the guidelines given above, iFiber may at any time make a determination that a particular use is not appropriate. iFiber will not monitor or judge the content of information transmitted via the Services, but will investigate complaints or abusive data stream patterns of possible inappropriate use. In the course of investigating complaints, iFiber staff will safeguard the privacy of all parties and will themselves follow the guidelines given in this policy.

2. Remedial Action

When iFiber learns of possible inappropriate use, iFiber staff will notify the Customer responsible, who must take immediate remedial action and inform iFiber of its action. iFiber will assist the Customer in identifying the nature and source of the inappropriate use and in implementing remedial action if requested. Provided the Customer implements remedial action promptly, iFiber will take no further action. If iFiber is unable to contact the Customer, or if the Customer is unable to implement remedial action, iFiber reserves the right to pursue remedial action independently. Wherever possible, iFiber will pursue remedial action with the least impact to the overall service for the Customer. Should the situation be considered an emergency, and iFiber deems it necessary to prevent further inappropriate activity, iFiber may temporarily disconnect a Customer. An emergency is defined as serious security incidents that require immediate attention to prevent harm to an individual, to protect information from loss or damage that would be difficult or impossible to correct or to deal with serious on-going denial of service attacks. If temporary disconnection is deemed necessary by iFiber staff, every effort will be made to inform the Customer prior to disconnection, and every effort will be made to re-establish the connection as soon as it is mutually deemed safe.



**EXHIBIT B1
Service Order Form**

Organization: City of Belvidere

As a Service Order to the Master Services Agreement between City of Belvidere and iFiber executed: _____ (Contract Signature Date)

Description: City of Belvidere in response to form 470 with USAC filing # N/A

Effective Date: 1 July 2020

Expiration Date: 30 June 2025

iFiber SPIN number is 143035593

This agreement shall supersede all previous agreements.

Supported Locations

<u>Location</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>
City of Belvidere	401 Whitney	Belvidere	61008

Services and Pricing

<u>Location</u>	<u>Service</u>	<u>Bandwidth</u>	<u>Yearly Cost</u>	<u>NRC</u>
City of Belvidere	LIT Fiber Service	1 Gbps	\$8,400	N/A
Belvidere to Boone County	ELAN	1 Gbps	\$0.00	N/A

Equipment Provided for LIT Fiber Service access links

1. Demarcation Carrier Ethernet switch with fiber optic modules and patch cables.

Equipment Provided for leased Point-to-Point LIT Services Links

1. Point-to-Point LIT Service will be provided between facilities, unless otherwise noted, with a fiber optic link terminated with industry standard SFP optical modules. Any existing Dell F10 terminating equipment can continue to be used until failure or replacement with customer provided equipment.

User Requirements

1. Provide adequate space, cooling and power
2. Provide all CAT6 patch cables
3. Provide a network interface point for iFiber to connect into
4. Allow timely access to the facility for the fiber optic cable and related equipment installations.



Illinois Fiber Resources Group

IN WITNESS WHEREOF, the Parties hereto have caused this Service Order to be executed and delivered as of the date signed below:

iFiber

City of Belvidere

By: _____

By: _____

Name: Matt Parks

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

RESOLUTION # 2111-2020:

A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BELVIDERE AND BOONE COUNTY
FOR INFORMATION TECHNOLOGY SERVICES

IT IS THEREFORE RESOLVED, by the Mayor and City Council of the City of Belvidere as follows:

- 1) The Mayor is hereby authorized to execute the Agreement for Information Technology Services between the City of Belvidere and Boone County, a copy of which is attached hereto and incorporated herein.

Approved:

Mayor

Attest:

City Clerk

Ayes: .
Nays: .
Absent:.
Date Approved:

INTERGOVERNMENTAL AGREEMENT
FOR INFORMATION TECHNOLOGY SERVICES
BETWEEN THE CITY OF BELVIDERE
AND BOONE COUNTY, ILLINOIS

WHEREAS, the City of Belvidere (the City), is an Illinois unit of local government, duly created and existing under the laws of the State of Illinois; and

WHEREAS, Boone County, Illinois (the County), is an Illinois unit of local government, duly created under the laws of the State of Illinois; and

WHEREAS, the City and the County previously entered into an Agreement on August 3, 2000, commonly known as the Public Safety Building Intergovernmental Agreement (the PSB Agreement) which provides for the joint operation and ownership of a Public Safety Building (PSB) between the City and the County and the joint funding, including salaries, of certain Public Safety departments, and

WHEREAS, the Boone County Sheriff (the Sheriff) is a duly elected Sheriff who employs various deputies and administrative staff including Information Technology (IT) specialists (IT Department) which currently provides IT services for the PSB and the County; and

WHEREAS, through the PSB Agreement the City and the County pays the salary of one member of the IT Department; and

WHEREAS, the City and the County have historically maintained their own IT infrastructure, including, but not limited to, domain servers, email servers and phone systems; and

WHEREAS, the City and the County recognize that significant economies of scale and tax dollar savings can be realized by coordinating and consolidating IT purchasing, hardware and services; and

WHEREAS, the City and the County desire to enter into an agreement by which the Sheriff's IT Department will provide all information technology services to the City Administration, Police Department and all other City Departments including but not limited to the joint hosting of email, server hosts and voice over IP phone system; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide further authority for the City and the County to obtain or share service and to exercise, combine or transfer any power or function not prohibited by law or ordinance.

NOW, in consideration of the mutual promises and undertakings set forth in this Agreement and other valuable consideration the sufficiency of which is acknowledged, the City and the County agree as follows:

- 1) The foregoing recitals are incorporated herein as if fully set forth.
- 2) This Agreement shall not amend or otherwise effect the PSB Agreement previously entered into between the City and the County.
- 3) **HARDWARE AND SOFTWARE PROCUREMENT AND COST SHARING.**
 - a) The City and County agree to obtain such IT hardware and software, including, but not limited to, host servers, email servers, VoIP servers etc. as may be deemed necessary or consistent with best practices as recommended by the IT Department. The cost of hardware and software which only benefits a specific Party shall be borne by that Party. Costs of hardware and software, including initial and ongoing maintenance and licensing costs, that benefits all of the Parties shall be paid for based upon the number of users of each Party utilizing the system.

By way of example, if twenty-five percent (25%) of the email users utilizing the joint system are City (non-PSB) users then the City's (non-PSB) contribution to the cost of the email server and related software and licenses would be twenty-five percent (25%) of the cost.

For the purpose of calculating costs, the Police, Sheriff, records and 9-1-1 employees, collectively known as "PSB users" shall be considered one "Party". So for example, if all PSB users constitute 50% of the users of a given software or hardware package and the City and County each constitute 25% of the users respectively then 50% of the cost would be paid per the PSB Agreement (paid ½ by City and ½ by County) and the City and County would each contribute an additional 25%. If the PSB users constitutes 80% of the users and the rest of the City users constitute 15% of the users with other County users constituting 5% then the City and County would each contribute an additional 15% and 5% respectively.

- b) The intent of this Agreement is, in part, to consolidate hardware facilities. The IT Department shall, to the extent practicable, consolidate hardware facilities onto a single platform at a location that the IT Department deems most advantageous to all Parties. Each Party agrees to provide such space and utility needs, as is economically practicable, to facilitate the location of such hardware and provide IT Department staff access to such location.

- c) A Party shall not be responsible for hardware or software expenses until such time as a Party begins using the respective service. For example, the City may elect to move its email services to the IT Department but defer moving domain services and file servers until a later date. In this event, the City's only contribution would be those relating to email services (hardware and software).
 - d) Each Party shall bear its own cost of individual licensing costs (frequently referred to as "CALs"). The IT Department will obtain such CALs as necessary on behalf of each Party but the Party shall be responsible for the cost.
 - e) City will purchase licenses on the County's Microsoft Volume Licensing Agreement.
 - f) End client user hardware and client specific software (e.g. personal computers, Microsoft Office, laptops etc.) shall remain the sole cost of each Party. Each Party agrees to coordinate with the IT Department to ensure compatibility of systems. The IT Department may facilitate and coordinate purchasing and installation of such end client user hardware and software.
 - g) Each Party may operate its own institutional software such as financial software, agenda management software etc. As set forth above, each Party shall bear the sole cost of such software and single entity related hardware. However, the IT Department will assist and coordinate in installing and maintaining such software. If technically and economically feasible, each Party may have the opportunity to move such single Party software package to a cloud-based platform from the vendor.
 - h) The Parties recognize that, at the time of entering into this Agreement, each Party owns and maintains various software and hardware platforms. Each Party, agrees to contribute such hardware and software to the joint operations of the IT Department.
- 4) IT DEPARTMENT SUPPORT SERVICES:
- a) The IT Department shall provide all support services for the Parties including, but not limited to VoIP phone, server and jointly operated hardware and software systems as well as individual client support services.
 - b) If a Party maintains an independent network at a satellite location the IT Department shall, to the extent feasible provide services (including client support and networking) to that location. A Party seeking such support shall allow the IT Department, if feasible, remote access to such facilities.

- c) The IT Department shall provide support with respect to coordination with hosted and cloud-based software vendors for each Party.
- d) The IT Department shall prepare an annual budget which shall include projected costs of all shared software and hardware items as well as the amount of each Party's share of such costs based upon the number of end users.
- e) The IT Department shall engage in strategic planning and coordinate with the Parties for necessary hardware and software improvements, maintenance and procurements. The IT Department shall also coordinate with each Party and provide advice and recommendations for Party specific hardware and software needs and improvements.
- f) The IT Department shall be responsible for all regulatory oversight and coordination of software licensing, including the end user client licensing for each Party.

5) IT DEPARTMENT PERSONNEL.

- a) The IT Department, at the time of this Agreement consists of three individuals. One position is financed through the existing PSB Agreement which is financed on an equal basis by the County and the City. A second position is financed by the 9-1-1 board. The last position is currently financed by the County.

The Parties agree to annually examine the IT Department utilization and, if it is determined that one Party is disproportionately utilizing IT Department staff time, negotiate an alternative cost sharing arrangement. Personnel costs shall include all employment costs associated with a position, including, but not limited to, salary, all insurance, pension and other benefits.

If the parties are unable to come to an agreement, the parties agree to submit the issue of personnel compensation to arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. In such case, the parties shall each pay one-half the costs of arbitration exclusive of their own attorney's fees.

- b) Employees of the IT Department shall be County employees within the Sheriff's Department and shall not be employees of the City. The Sheriff shall bear sole responsibility and authority to manage, hire, terminate or discipline any IT Department employee and to determine the salary and benefits of each IT Department employee.

- c) The County agree that the City shall not be responsible for any cost of any additional (more than the current three) employees to the IT Department unless it consents to the additional position and cost in writing.

6) CONFIDENTIALITY AND SECURITY:

- a) The IT Department shall store all data of the Parties in a manner that utilizes best practices to maintain confidentiality and protection from data breaches. The Parties' data shall be maintained in such a manner such that no Party shall have access to the any other Party's data through the use of segregated virtual servers, password protection, file permissions systems, etc.
- b) The IT Department will necessarily have access to each Party's data. The IT Department, and its personnel, shall maintain strict confidentiality of each Party's data and shall not disclose any such data, and shall not disclose the nature of any such data to another Party or any third Party.
- c) The IT Department shall maintain best practices in ensuring that all servers, software and data are protected from external security breaches or "hacks" including, but not limited to, maintenance of appropriate virus protection software, spam protection and firewalls.

7) COMPENSATION:

- a) The City shall pay the County an annual sum for the services of the IT Department. The compensation shall equal 50% of the average IT employee (excluding supervisor) compensation package including, but not limited to, salary, employer contributions for Worker's Compensation, pension plans and health insurance. For the purpose of calculating the Compensation, the average IT employee's salary shall be calculated utilizing the County's fiscal year.
- b) Payment of the compensation amount shall be made in two installments, in May and October.

8) TERMINATION:

- a) This Agreement shall be for an initial term of five (5) years after it is ratified and signed by the parties. During the initial term it may only be amended or terminated by the mutual written consent of the Parties.
- b) Unless a Party provides notice to terminate the Agreement at least one-hundred and eighty (180) days prior to the termination of the initial term, the Agreement shall continue beyond the initial term. After the initial term, any Party may terminate this Agreement upon one-hundred and eighty (180) days notice to the other Parties.
- c) In the event this Agreement is terminated, the IT Department shall facilitate the conversion of IT services of each Party to a new vendor or to in house staff, including, but not limited to recommendations on necessary

hardware, software and support services. This obligation shall continue after termination for an additional one-hundred and eighty (180) day period.

- d) Upon termination any Party retaining possession or control of any hardware that was jointly utilized shall reimburse the other Parties in proportion to the funding obligation set forth in this agreement. Further, the amount of reimbursement shall decrease based upon depreciation of hardware assuming a four-year depreciation. A piece of hardware shall be deemed to depreciate by twenty-five percent (25%) per year.

9) MISCELLANEOUS:

- a) This Agreement may be modified only by the mutual written consent of the Parties after appropriate authorization and approval of their Board or Council.
- b) This Agreement supersedes all prior agreements, negotiations and exhibits and is a full integration of the entire agreement of the Parties. It does not supersede the existing Public Safety Building Intergovernmental Agreement, however in the event of a contradiction between that Agreement and this IT Department Agreement, the terms of this Agreement shall prevail.
- c) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- d) During the term of this Agreement, the City shall not directly solicit for employment any IT employee of the IT Department unless employee has been separated from County employment for a minimum of 12 months.
- e) If any provision, covenant, agreement or portion of this Agreement or its application to any person, or entity is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end all provisions, covenants or portions of this Agreement are declared to be severable.
- f) All notices related to this Agreement shall be in writing and shall be deemed delivered to the addressee two (2) days after deposit in the United States mail, postage prepaid, or one (1) day after deposit with any nationally known and reputable overnight courier service, charges prepaid or one (1) day after delivery by facsimile accompanied by a confirmation indicating receipt of the facsimile. All notices shall be addressed as follows:

If to County: To: Board Chairman of the

Boone County Board
Boone County Courthouse
601 N. Main Street
Belvidere, Illinois 61008

With a Copy To: Boone County State's Attorney
Boone County Courthouse
601 N. Main Street
Belvidere, Illinois 61008

If to City: To: City Clerk
City of Belvidere
401 W. Whitney Blvd.
Belvidere, Illinois 61008

With a Copy to: City Attorney
City of Belvidere
401 W. Whitney Blvd.
Belvidere, Illinois 61008

- g) Any Section titles or numbers are for convenience purposes only and shall not be considered in any interpretation of this Agreement.
- h) This Agreement is non-assignable and any attempt to assign this Agreement by either Party without the express written consent of the other shall be deemed null and void. Further, any attempt to assign this Agreement without the prior written consent of the other Party shall be deemed a material breach and the non-breaching Party may declare the Agreement immediately terminated.
- i) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflicts of law rules.
- j) Any action brought to enforce this Agreement, or arising out of this Agreement or related to this Agreement shall be brought in the 17th Judicial Circuit, Boone County Illinois and the Parties submit to the jurisdiction of and venue in that Court.
- k) This Agreement is an agreement solely between the Parties and exists only for the benefit of the Parties. There are not intended third Party beneficiaries to this Agreement.

Signed this _____ day of _____, 2020.

By: _____
Karl Johnson
Chairman Boone County Board

By: _____
Michael W. Chamberlain
Mayor City of Belvidere

Attest: _____
Boone County Clerk

Attest: _____
City Clerk

Z:\MISC\IT IGA.doc

RESOLUTION # 2112-2020:

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN THE CITY OF BELVIDERE AND GENERAL MILLS
OPERATIONS FOR RE-CONSTRUCTION OF A CROSSWALK

IT IS THEREFORE RESOLVED, by the Mayor and City Council of the City of Belvidere as follows:

- 1) The Mayor is hereby authorized to execute the Agreement for Replacing a Crosswalk on East Pleasant Street between the City of Belvidere and General Mills Operations, a copy of which is attached hereto and incorporated herein.

Approved:

Mayor

Attest:

City Clerk

Ayes: .
Nays: .
Absent:.
Date Approved:

AGREEMENT FOR REPLACING A
CROSSWALK ON THE NEWLY IMPROVED
EAST PLEASANT STREET
BETWEEN THE CITY OF BELVIDERE
AND GENERAL MILLS OPERATIONS.

WHEREAS, General Mills Operations (General Mills) is owner of certain real property commonly known as 915 East Pleasant Street, Belvidere, IL (the Property) which is improved with a food processing plant (the Plant), and

WHEREAS, the City of Belvidere is a unit of local government existing under the laws of the State of Illinois; and

WHEREAS, East Pleasant Street is improved with a bridge over the Kishwaukee River which is scheduled to be repaired by Boone County Illinois; and

WHEREAS, as a part of the bridge repair, a portion of East Pleasant Street lying in front of the Plant will be modified and improved; and

WHEREAS, that section of East Pleasant street is currently improved with a crosswalk which allows General Mills employees to access a parking lot across East Pleasant Street from the Plant; and

WHEREAS, the modification or repair of East Pleasant Street would result in elimination of the cross walk; and

WHEREAS, General Mills desires that the crosswalk be retained after the re-construction of East Pleasant street and for the crosswalk to be brought into full compliance with City, State and Federal laws, including but not limited to the Americans with Disabilities Act.

Now, Therefore in consideration of the following obligations, covenants and conditions, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1) The foregoing recitals are incorporated herein by this reference.
- 2) The Parties agree that in conjunction with the repair and replacement of East Pleasant Street, the City will allow and cause the existing crosswalk within the East Pleasant right of way and lying immediately West of the Kishwaukee River, as shown on the attached Exhibit A which is incorporated herein by this reference, to be replaced and brought into compliance with City, State and Federal laws.
- 3) General Mills will pay one-hundred percent (100%) of the cost of the new crosswalk including, but not limited to all engineering, design and construction costs. At the option of the City, General Mills will either a) reimburse the City for all such costs immediately upon request of the City or b) directly pay any such costs to the consultant or construction entity providing services for the crosswalk.
- 4) General Mills shall be solely responsible for construction and costs associated with work done upon its own property which is necessary to connect stairs or paths to the sidewalk and crosswalk.
- 5) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflicts of law provisions. Any action

arising out of this Agreement shall be brought in the 17th Judicial Circuit Court, Boone County, Illinois and the Parties hereby submit to the jurisdiction and venue of that Court. This Agreement supersedes all prior agreements, negotiations and is a full integration of the agreement between the Parties with respect to the reconstruction of the crosswalk. This Agreement may be executed in counterparts each of which will be deemed an original and which shall constitute one instrument.

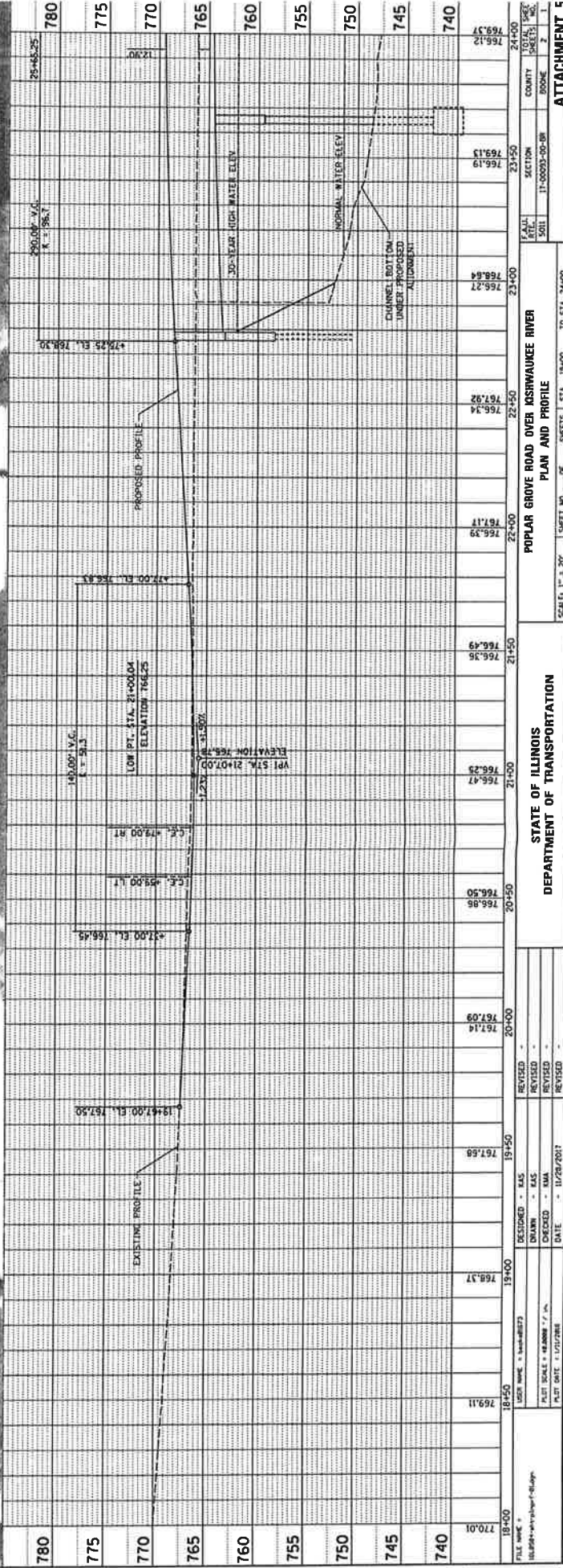
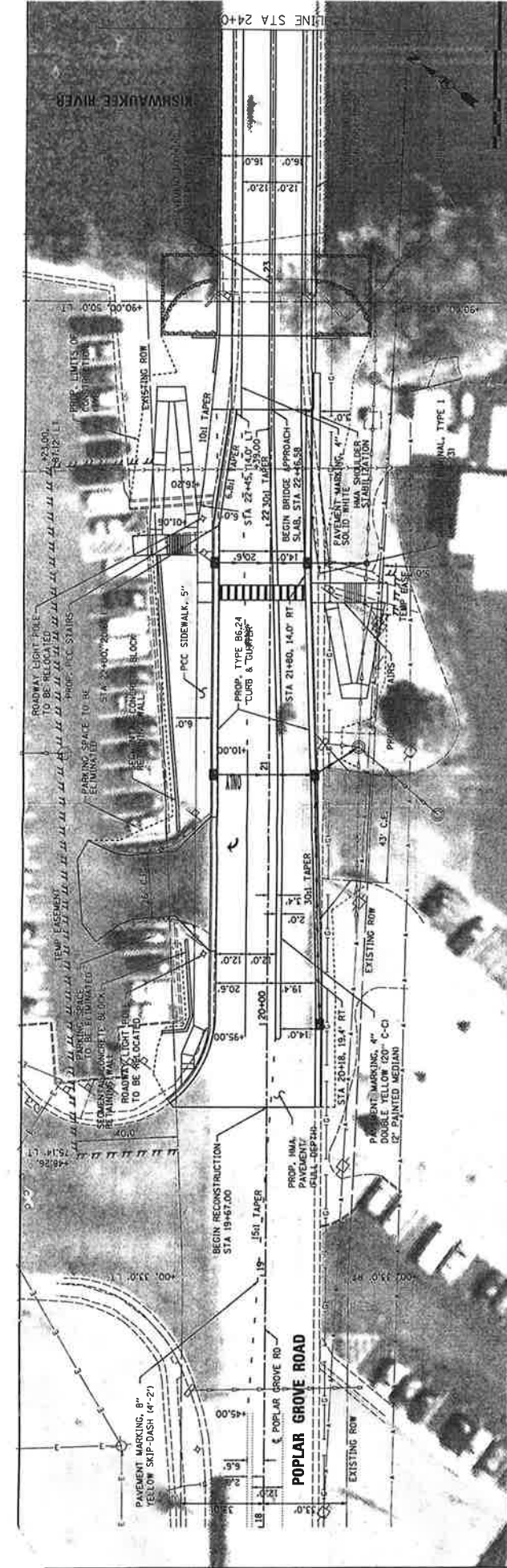
By: THE CITY OF BELVIDERE

By: _____
Michael W. Chamberlain, Mayor Date

Attest: _____
Sarah Turnipseed, City Clerk Date

By: General Mills Operations

By: _____
Its: Authorized Signatory Date



NO.	DATE	BY	CHKD.	APP'D.	REVISIONS
1	11/28/11	MM	MM	MM	ISSUED FOR PERMIT
2	11/28/11	MM	MM	MM	REVISED