



City Council  
**COMMITTEE OF THE WHOLE**  
*City of Belvidere, Illinois*

Alderman Clayton Stevens	Vice Chairman Public Works
Alderman Tom Porter	Chairman Building, Planning & Zoning
Alderman Daniel Snow	Co-Chairman City-County
Alderman	Vice-Chairman Finance and Personnel
Alderman Wendy Frank	Vice Co-Chairman City-County
Alderman	Chairman Finance and Personnel
Alderman Matt Fleury	Vice Chairman Public Safety
Alderman Mike McGee	Vice Chairman Building, Planning & Zoning
Alderman Marsha Freeman	Chairman Public Works
Alderman Ric Brereton	Chairman Public Safety

**AGENDA**

May 10, 2021  
6:00 p.m.  
City Council Chambers  
401 Whitney Blvd., Belvidere, Illinois

Call to Order – Mayor Clinton Morris.

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Public Works, Unfinished Business:
  - A. Stormwater Utility Implementation Phasing.  
Tabled August 10, 2020.
2. Public Works, New Business:
  - A. Public Works - Update.
  - B. Warren Ave. & E. Pleasant Street Enforcement/Signs.

- C. High Water Usage – 1418 9<sup>th</sup> Avenue.
  - D. PFAS Sampling for Well #3 and Well #4.
  - E. Well #4 Rehab Project – Change Order.
  - F. Southwest Tank Rehab Project – Bid Tabulation.
  - G. 2018 WWTP Improvement Project – Loan Amendment.
  - H. VFW Forcemain Project Bid Tabulation.
  - I. WWTP Sludge Trailer Sale.
  - J. Logan Avenue Traffic Signal Replacement.
  - K. 6<sup>th</sup> Street Low Flow Channel Update.
  - L. NIMEC Street Lighting Electricity Bids.
  - M. 5<sup>th</sup> Avenue Storm Sewer Project Update.
  - N. Alley Rehab list.
  - O. Renewal of Ten-Year Traffic Control Maintenance Agreement with IDOT.
3. Building, Planning & Zoning, Unfinished Business: None
4. Building, Planning & Zoning, New Business:
- A. Planning & Zoning Department - Update.
  - B. Special Use Extension – 1930-1960 Chrysler (Personal Storage Facility).
  - C. Building Department - Update.
  - D. HFH – Waiving Building and Zoning Fees for 407 W. Madison St.
5. Other:
- A. Discussion of asking Boone County to split expenses concerning COSSAP police officer.
  - B. Financial Services Agreement for Temporary Assistance.
  - C. PSEBA Benefits – Disabled Police Officer.
  - D. Sale of Belvidere Police K-9 Frank Sinatra.
  - E. Request for Orthopedic Surgery for Belvidere Police K-9 Shep.
  - F. Settlement Agreement with Frankenmulth Mutual Insurance Co.
  - G. Executive session to discuss pending litigation pursuant to Section 2(c)(11) of the open meetings act.
6. Adjournment:

## Sarah Turnipseed

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**From:** Wendy Frank <bhs1975@yahoo.com>  
**Sent:** Monday, May 3, 2021 4:27 PM  
**To:** Sarah Turnipseed  
**Cc:** Brent Anderson  
**Subject:** Warren Avenue & East Pleasant Street

Sarah,

Could you please put the following on the agenda for discussion? I got a call from Brandelyn Peck who lives at 310 Warren Avenue. She has a three year old child who is Autistic and Blind. She said that when General Mills employees get off work from their shift to leave that many drivers do not stop completely at the stop sign on Warren & E.Pleasant Street. I sent Chief Woody the information that I provided above. I need to reach out to Brent Anderson about getting two signs placed for a "blind child" on Warren Avenue and E. Pleasant Street.

Brandelyn Peck is willing to come to a meeting for public comment with her three year old son. She wants us to see that he is legally blind. I want this placed on the agenda for discussion.

Sincerely,

Wendy Frank  
Third Ward Alderman



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

June 22, 2011

## **CIRCULAR LETTER 2011-08**

### **CHILDREN WARNING SIGNS**

COUNTY ENGINEERS/SUPERINTENDENTS OF HIGHWAYS  
MUNICIPAL ENGINEERS/DIRECTORS OF PUBLIC WORKS/MAYORS  
CONSULTING ENGINEERS

Children warning signs should not be used since they may encourage children to play in the street and may encourage parents to be less vigilant. Such signs also provide no guidance to motorists as to a safe speed, and the sign has no legal basis for determining what a motorist should do. Furthermore, motorists should expect children to be at play in all residential areas, and the lack of signing on some streets may indicate otherwise. The signs are unenforceable and act as another roadside obstacle to pedestrians and errant motorists. Use of these nonstandard signs may also imply that the involved jurisdiction approves of streets as playgrounds, which may result in the jurisdiction being vulnerable to tort liability.

The Manual on Uniform Traffic Control Devices (MUTCD), Section 2A.06 Design of Signs, Paragraph 09, requires "All symbols shall be unmistakably similar to, or mirror images of, the adopted symbol signs, all of which are shown in the Standard Highway Signs and Markings book (see Section 1A.11). Symbols and colors shall not be modified unless otherwise provided in this Manual. All symbols and colors for signs not shown in the Standard Highway Signs and Markings book shall follow the procedures for experimentation and change described in Section 1A.10."

Neither the Manual on Uniform Traffic Control Devices nor the Standard Highway Signs and Marking book provide a standard symbol warning sign for the following Slow Children Playing or Slow Children at Play signs. Therefore, these signs are not in compliance with the MUTCD.



CIRCULAR LETTER 2011-08

Page Two

June 22, 2011

The MUTCD, Section 2A.06 Design of Signs, Paragraph 13, allows "State and local highway agencies may develop special word message signs in situations where roadway conditions make it necessary to provide road users with additional regulatory, warning, or guidance information, such as when road users need to be notified of special regulations or warned about a situation that might not be readily apparent." However, the MUTCD, Section 2A.04, Paragraph 01, recommends "Regulatory and warning signs should be used conservatively because these signs, if used to excess, tend to lose their effectiveness."

Other word message warning signs dealing with children such as "Autistic Child," "Blind Child," "Deaf Child" or "Children at Play" are not recommended. These types of warning signs:

- Do not describe where the child might be;
- No longer attract the attention of motorists after initial installation;
- Have no legal meaning;
- Provide parents and children with a false sense of security;
- Are often left in place after the child is grown or moved away;
- Lack established procedures for engineering judgment or study; and
- Have proven ineffective.

The MUTCD Section 2C.49 Vehicular Traffic Warning Signs and Section 2C.50 Non-Vehicular Warning Signs provide the requirements for Bicycle (W11-1), Pedestrian (W11-2), Handicapped (W11-9), Bicycle/Pedestrians (W11-15), and Playground (W15-1) warning symbol signs. These signs should be considered as an alternative to the word message signs if engineering judgment warrants a warning sign and the location being considered for the sign complies with MUTCD requirements.

Please contact the Local Policy and Technology Unit at [DOT.LocalPolicy@illinois.gov](mailto:DOT.LocalPolicy@illinois.gov) with any questions.

Sincerely,



Darrell W. Lewis, P. E.  
Acting Engineer of Local Roads and Streets

Attachments

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 5/3/2021  
**Re:** 1418 9<sup>th</sup> Avenue (Account #04-179700-00)

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We have received a request from the property owner's son for consideration of a high water bill received for 1418 9<sup>th</sup> Avenue in the amount of \$4,389.58 (water = \$1711.52, sewer = \$2678.06). The high usage is a result of a pipe bursting in the basement. The property owner, Mr. Wesley White, moved to an assisted living facility and the house was vacant when the leak occurred. The leak was discovered by his son while picking up the mail.

I met with the property owner's son, Mr. Jay White, at the property to inspect the basement. There is a small floor drain and a sump pump drain in the basement. The maximum depth of the water in the basement reached about 8". It appears that from where the leak occurred, the majority of the water went to the sump pump.

I would therefore recommend that the sewer portion of the bill (\$2,678.06) be reduced by 75% to \$669.51. That would leave a total bill of \$2,381.03. We will work with the property owner to establish a payment plan to resolve this balance due.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 5/4/2021  
**Re:** PFAS Sampling

---

Attached is the proposal we received from PDC Laboratories for the first two rounds of PFAS sampling for Well #3 and Well #4 as requested by the IEPA. After the first two rounds of sampling, IEPA will review the results and let us know if any changes to the sampling are needed.

I would recommend approval of the proposal from PDC Laboratories, in the amount of \$2,700.00, for the PFAS sampling of Well #3 and Well #4. This work will be paid for from Water Department Line Item #61-5-810-6812.



Contact: Diane Billings  
ph: 847-651-2604

Belvidere, City of

Brent Anderson  
Bid Date: REVISED  
4/27/21

IL 0070050

Analysis	Method	Fee per Sample	Qty	Extended	
				Cost	
<b>1st Quarter:</b>					
PFAS	EPA 537.1 Rev 1	225.00	2	450.00	
Field Blank-ESTIMATED	EPA 537.1 Rev 1	225.00	2	450.00	
Raw Confirmations-ESTIMATED	EPA 537.1 Rev 1	225.00	2	450.00	
Confirmation Blank-ESTIMATED	EPA 537.1 Rev 1	225.00	2	450.00	
<b>2nd Quarter:</b>					
PFAS	EPA 537.1 Rev 1	225.00	2	450.00	
Field Blank-ESTIMATED	EPA 537.1 Rev 1	225.00	2	450.00	
					2700.00

The prices included in this quotation include all sample containers and coolers required for sample submission. Results will be sent to the State.

\*All estimated numbers as blanks are run only if PFAS are detected in the samples.

This estimated bid does not include TP03 which is out of service.



# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** May 5, 2021  
**Re:** Well #4 Rehabilitation

---

The rehabilitation of Well #4 (317 North Main Street) has been completed with final chlorination as the only remaining item to be completed. Attached to this memo is a change order request based on the final cost for this project.

I would recommend approval of the change order from Cahoy Pump Service, in the amount of \$18,701.26, for the Well #4 Rehabilitation Project. This work will be paid for from the Water System Depreciation Account (#04-09).

CHANGE ORDER REQUEST

WELL #4 REHABILITATION PROJECT

CONTRACTOR:

Cahoy Pump Service, Inc  
24568 150<sup>th</sup> Street  
Sumner, IA 50674

Original Contract Amount: \$211,119.00

Change Order Items:

1. Replaced phosphoric acid with muriatic acid. Additional quantities of chemicals were needed in order to maintain the targeted PH level of 3.0 or less during the disinfection process.

Additional Cost: \$15,735.26

2. Replace two 8" Lakewood Style check valves.

Additional Cost: \$2,966.00

Total cost of change order request is \$18,701.26, which is 9% of the original contract amount.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 5/4/2021  
**Re:** Southwest Elevated Tank Rehabilitation – Water Department

---

The following bids were received for the southwest elevated tank rehabilitation which includes a full abrasive blast and recoating of the tank exterior and recoating the interior wet portion of the tank:

- |  |              |
|--|--------------|
| 1. L.C. United Painting Company, Inc<br>3525 Barbara Drive<br>Sterling Heights, MI 48310 | \$478,000.00 |
| 2. Maguire Iron, Inc.<br>P.O. Box 1446<br>Sioux Falls, SD 57101                          | \$506,000.00 |
| 3. Jetco Ltd<br>P.O. Box 908<br>Lake Zurich, IL 60047                                    | \$771,670.00 |

The budget for the tank rehabilitation is \$440,000.00 which included the cost of replacing the expansion joint also. The cost of the expansion joint replacement was \$17,420.00, leaving a budgeted balance of \$422,580.00 to complete the painting.

Both the low bidder and the second low bidder cannot fulfill our Responsible Bidder requirements included in the project bid documents and therefore are considered non-responsive.

At this point we have two options; Option #1 is to reject all the bids and rebid the project this fall with the work to be done in the spring or, Option #2 would be to waive the bidding requirements for this project and negotiate with Jetco directly to complete the project. Waiving the bidding requirements would require a 2/3 majority vote of the City Council.



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JOHN J. KIM, DIRECTOR

APR 14 2021

CERTIFIED MAIL

The Honorable Michael Chamberlain  
Mayor, City of Belvidere  
401 Whitney Blvd  
Belvidere, IL 61008

RE: City of Belvidere  
Loan Amendment for L173623

Dear Mayor Chamberlain:

It is a pleasure to advise you that your Loan Agreement is being amended to provide an additional subsidy (principal forgiveness) on the subject loan. Based on criteria developed to accommodate the additional subsidy requirement established as a condition of Illinois' federal capitalization grant for the Clean Water SRF Loan Program, an adjustment of \$621,892.50 is being provided.

The attached Loan Amendment is very simply designed to apply the above-mentioned additional subsidy (principal forgiveness) to your loan and will not affect the annual interest rate for the loan, or the other existing terms and conditions of the Loan Agreement. The change proposed will reduce the principal amount to be repaid by \$621,892.50.

The final amount of principal to be repaid will consist of the total of loan disbursements under the Loan Agreement, plus construction period interest treated as principal, less the amount of principal forgiveness as defined in the special conditions, as amended, of the loan agreement.

After you have reviewed the Loan Amendment, please have it signed and dated no later than May 31, 2021. One copy is for your records, but the original and one copy should be returned to the Infrastructure Financial Assistance Section, Bureau of Water, P.O. Box 19276, Springfield, Illinois 62794-9276 as soon as it is signed, but no later than May 31, 2021. By acceptance of this Loan Amendment, the loan recipient agrees to the special conditions of the subject loan, as amended.

If you have any questions regarding this project, please feel free to contact me at 217/782-2027.

Sincerely,

Gary Bingenheimer, P.E.  
Manager

Infrastructure Financial Assistance Section  
Bureau of Water

cc: Clerk, City of Belvidere  
Cons. Engr., Baxter & Woodman (Crystal Lake)

2125 S. First Street, Champaign, IL 61820 (217) 278-5800  
2009 Mall Street Collinsville, IL 62234 (618) 346-5120  
9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000  
595 S. State Street, Elgin, IL 60123 (847) 608-3131

2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200  
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022  
4302 N. Main Street, Rockford, IL 61103 (815) 987-7760

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 5/5/2021  
**Re:** Bid Tabulation – VFW Forcemain Extension Project

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The following bids were opened today for the VFW Forcemain Extension Project:

- |   |              |
|---|--------------|
| 1. Sega Ag Works, Inc<br>P.O. Box 39<br>Cissna Park, IL 60924                   | \$300,000.00 |
| 3. N-Trak Group<br>1523 Windsor Road<br>Loves Park, IL 61111                    | \$493,735.00 |
| 5. Stenstrom Excavation & Blacktop Group<br>P.O. Box 5946<br>Rockford, IL 61125 | \$517,432.90 |

I would recommend approval of the low bid from Sega Ag Works, in the amount of \$300,000.00, to complete the VFW Forcemain Extension Project. This work will be paid for from the Sewer Depreciation Fund #06-08.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 5/5/2021  
**Re:** Sale of Sludge Trailer - WWTP

---

We have received the following bids for the sale of the 1974 Pennco sludge trailer:

- |   |            |
|---|------------|
| 1. Cordray Brothers, Inc<br>9555 Lawrenceville Road<br>Garden Prairie, IL 61038 | \$1,850.00 |
| 2. The Silver Group LLC<br>976 Raytek Road<br>Belvidere, IL 61008               | \$1,600.00 |
| 3. Harvard Logistics, LLC<br>5386 Newburg Road<br>Belvidere, IL 61008           | \$1,500.00 |

I would recommend the sale of the 1974 Pennco trailer to Cordray Brothers, Inc in the amount of \$1,850.00.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 5/5/2021  
**Re:** Logan Avenue Rehabilitation Project – East Avenue Traffic Signals

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The plans for the Logan Avenue Rehabilitation Project were sent to IDOT for their review and approval. The plans called for the relocation of the existing traffic signals at the intersection of Logan and East Avenue. In their review, IDOT noted that the traffic signals at that intersection are substandard and should be replaced.

The estimated cost for the replacement of traffic signals at the intersection of Logan Avenue and East Avenue is \$200,000.00.

I would recommend that the replacement of the traffic signals at the intersection of Logan Avenue and East Avenue be added to the Logan Avenue Rehabilitation Project at an estimated cost of \$200,000.00. This work will be paid for from MFT and Capital Funds.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 5/6/2021  
**Re:** 6<sup>th</sup> Street Low Flow Channel – Mitigation Costs

---

CES, Inc. submitted a permit application to the Army Corp of Engineers (C.O.E.) for the West 6<sup>th</sup> Street Channel Drainage Improvement project. C.O.E. has determined that the channel is an intermittent stream and construction of a low-flow channel will constitute a “morphological change” and will require mitigation. Wetland impacts will also require mitigation. The estimated cost of the mitigations is \$610,000.00 (see attached armorflex bottom option).

An alternative to the paved low-flow channel bottom would be to create a wet bottom along the channel through a series of rock check dams. This design would provide for capture of sediments along the route with a defined channel to handle storm events. Construction of this alternative would not require any mitigation (see attached natural bottom option).

The natural bottom option will have to be reviewed with the property owner.



# 6th St to Appleton Channel

Belvidere, IL

Project Limits

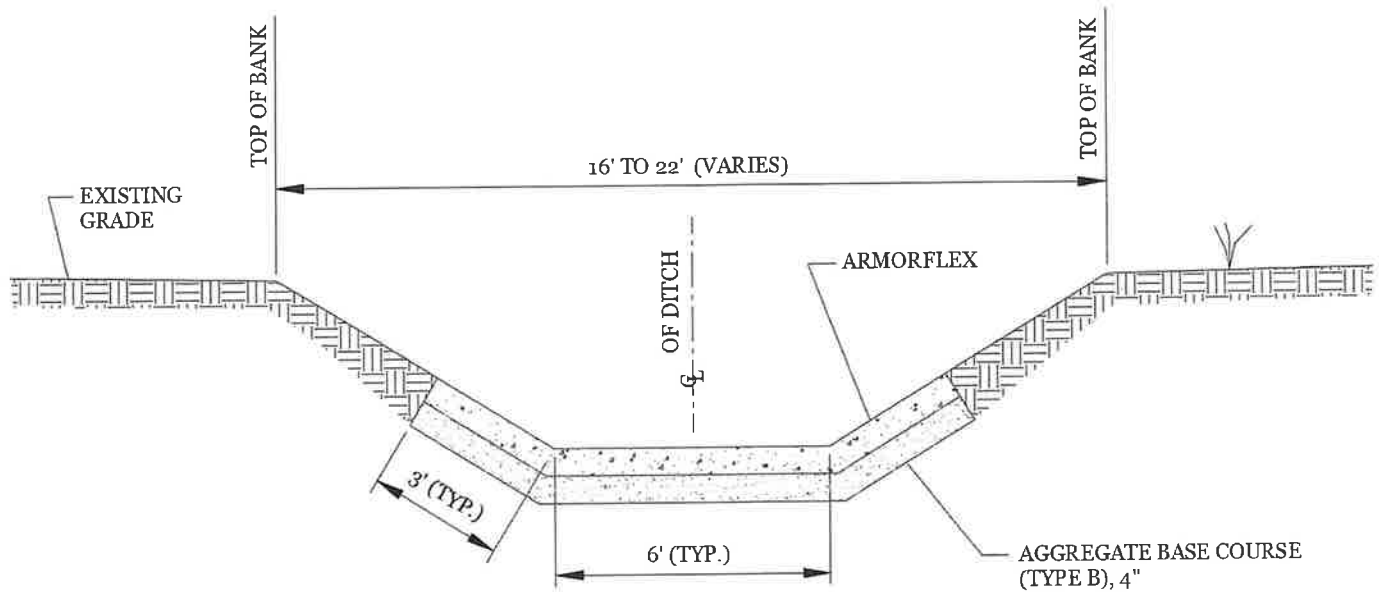
Sediment Basin

Google Earth

© 2021 Google



# Armorflex Bottom



700 West Locust Street  
 Belvidere, Illinois 61005  
 Phone: (815) 547-5435  
 Fax: (815) 544-0421  
 Kevin.Burge@Civildesign.com

**CHANNEL - 6TH STREET TO APPLETON**  
**ARMORFLEX BOTTOM OPTION**  
**2,200 L.F. - 6TH STREET TO FIRST CULVERT**

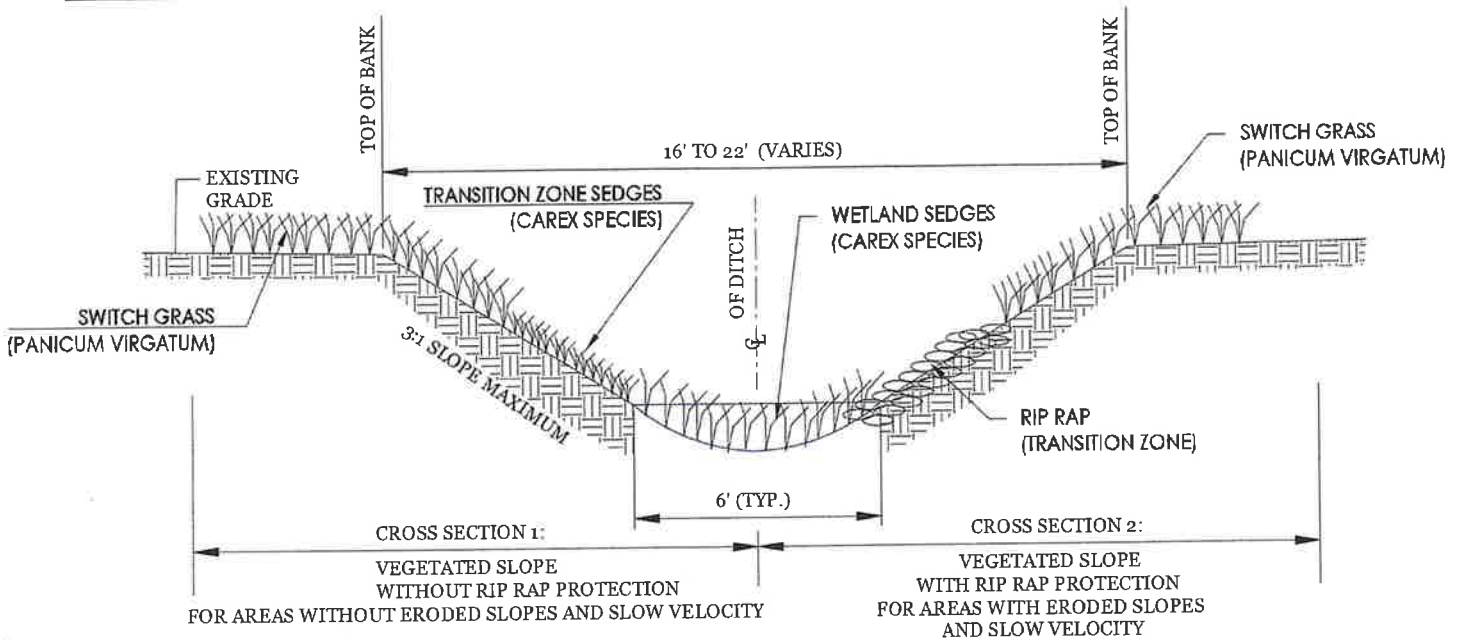
EARTH EXCAVATION	4000	CY	\$20.00	\$80,000.00
AGGREGATE BASE COURSE, 4"	3700	SY	\$6.00	\$22,200.00
ARMORFLEX - 30S	3700	SY	\$100.00	\$370,000.00
CONCRETE FLUMES	3	EA	\$1,500.00	\$4,500.00
ROCK CHECK DAMS	2	EA	\$2,500.00	\$5,000.00
TOPSOIL AND SEEDING	5300	SY	\$5.00	\$26,500.00
EROSION CONTROL BLANKET	5300	SY	\$2.00	\$10,600.00
EROSION & SEDIMENT CONTROL	1	LS	\$7,500.00	\$7,500.00
SUBTOTAL				\$526,300.00

CONTINGENCY (15%)				\$78,945.00
WETLAND AND STREAM MITIGATION - C.O.E.				\$610,000.00
FINAL ENGINEERING				\$7,500.00
STREAM AND WETLANDS PERMITTING				\$10,000.00

**\$1,232,745.00**

C.O.E. HAS DETERMINED THEY WILL NOT ALLOW A PAVED CONCRETE CHANNEL.

# Natural Bottom



700 West Locust Street  
 Belvidere, Illinois 61005  
 Phone: (815) 547-8435  
 Fax: (815) 544-0421  
 Kevin.Burge@Civildesign.com

## CHANNEL - 6TH STREET TO APPLETON NATURAL/WET OPTION 2,200 L.F. - 6TH STREET TO FIRST CULVERT

EARTH EXCAVATION	6500	CY	\$15.00	\$97,500.00
TOPSOIL AND SEEDING, DRY	7200	SY	\$1.50	\$10,800.00
TOPSOIL AND SEEDING, WET	2200	LF	\$11.00	\$24,200.00
ROCK CHECK DAMS	15	EA	\$2,000.00	\$30,000.00
EROSION CONTROL BLANKET	6500	SY	\$2.00	\$13,000.00
EROSION & SEDIMENT CONTROL	1	LS	\$7,500.00	\$7,500.00
SUBTOTAL				\$183,000.00
CONTINGENCY (15%)				\$27,450.00
WETLAND AND STREAM MITIGATION - C.O.E.				\$0.00
FINAL ENGINEERING				\$24,000.00
STREAM AND WETLANDS PERMITTING				\$12,500.00
				\$246,950.00

IT IS ASSUMED THAT NO "MITIGATION" WILL BE REQUIRED FOR THIS OPTION  
 BUT THE C.O.E. WILL REVIEW THE PLANS FOR FINAL DETERMINATION

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 5/5/2021  
**Re:** NIMEC – Street Light Bids

---

The NIMEC group bid for street lighting will be held on Tuesday, June 8<sup>th</sup>. The City has two accounts that are included in this bid:

Account #1233105024 - R/23 Street Lights  
Account #0713154057 – R/25 Street Lights

Bids will be received from AEP, Constellation, Dynegy and MC Squared Energy. Pricing will be provided for one, two and three year terms. In order to accept a bid, we will need to execute the winning supplier's agreement on the day of the bid.

I would recommend authorizing the Mayor to sign the supplier's agreement for electricity for the above referenced accounts on the day of the bid opening. The electricity will be paid for from Line Item #01-5-330-6310.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 5/6/2021  
**Re:** 5<sup>th</sup> Avenue Storm Sewer Detention and Relief Line Project Update

---

CES, Inc has completed the majority of the preliminary engineering for the 5<sup>th</sup> Avenue Project. They are in the process of updating the preliminary cost estimate for this project. The budget estimate prepared in 2018 was \$4,600,000.00.

The 5<sup>th</sup> Avenue Project will include the following improvements:

1. Installation of up to a 72" equivalent storm sewer relief line along 5<sup>th</sup> Avenue from 7<sup>th</sup> Street to the Kishwaukee River.
2. Construction of a storm water detention facility on property owned by Franklin Display Group adjacent to the Union Pacific Railroad right-of-way.
3. The reconstruction of 5<sup>th</sup> Avenue from 7<sup>th</sup> Street to West Locust Street.
4. The reconstruction of Allen Street from 5<sup>th</sup> Avenue to 7<sup>th</sup> Avenue.

We have received a determination from the Army Corp of Engineers that the new storm sewer outlet to the Kishwaukee River will be covered under a nationwide permit. We have also received preliminary approval of a permit from the Union Pacific Railroad for a pipeline crossing of their right-of-way. The railroad has advised us that we will not be required to provide a tunneling design for this project based on the preliminary design submitted.

The route of the new storm sewer from the railroad right-of-way to the river will be across property owned by Kevin Bunge, the owner of CES, Inc. and Kevin's father, Terrance Bunge, who has recently passed away. Kevin Bunge has agreed to provide an easement across the CES property (700 West Locust Street) and sell his father's property (717 West Locust Street) to the City for the full appraised value of his father's property. An appraisal was done in 2019 showing a value of \$50,000.00. An updated appraisal will be needed to determine the current value. A map of the proposed route from the railroad right-of-way to the river is attached for your reference.

The owners of Franklin Display Group have agreed in principle to provide a storm sewer easement across the northerly edge of their property as well as sell a portion of their property on the west side of their building to allow for the construction of a stormwater detention facility. The sale of the property and granting of the easement would be for the full appraised value of each.

I would recommend obtaining an updated appraisal for the property located at 717 West Locust Street and an appraisal for the Franklin Display Group property located at 801 5<sup>th</sup> Avenue for the purpose of

obtaining property and acquiring easements for the construction of the Fifth Avenue storm sewer relief line.

**RECOMMENDED MOTION:**

Motion to authorize the Public Works Director to obtain an updated appraisal for 717 West Locust Street and to obtain an appraisal for the needed property and easements located at 801 5<sup>th</sup> Avenue.













# Illinois Department of Transportation

Office of Highways Project Implementation / Region 2 / District 2  
819 Depot Avenue / Dixon, Illinois 61021-3500

## OPERATIONS

Design & Planning

Renewal of Ten-Year Maintenance Agreement

April 16, 2021

Honorable Mike Chamberlain  
Mayor  
401 Whitney Boulevard  
Belvidere, Illinois 61008

Dear Mayor Chamberlain:

The Illinois Department of Transportation and the Illinois Municipal League have reached an agreement regarding local agency maintenance of traffic control devices (Intergovernmental Agreement).

We have prepared three original copies of the Agreement for your City, to be signed by an authorized representative. These Agreements and Exhibits are essentially the same as in the past.

Please return the signed Agreements as soon as possible so we may have it executed by July 1, 2021. Also, please verify the information about your city or village on the first page of the Agreement, such as fax number or Federal Tax Identification Number. An original copy signed by the Department will be returned to you for your records.

If you have any questions regarding this matter, please contact Scott Kullerstrand of this office at (815) 284-5468.

Sincerely,

Masood Ahmad, P.E.  
Region Two Engineer

A handwritten signature in cursive script that reads "Trisha Thompson".

By: Trisha Thompson  
Engineer of Operations

Attach.



Governmental Body Name

City of Belvidere

Address	City	State	Zip Code
401 Whitney Boulevard	Belvidere	IL	61008

Remittance Address (if different from above)	City	State	Zip Code

Phone	Fax	FEIN/TIN	DUNS
(815) 544-2612	(815) 544-3060	366005792	

Brief Description of Service (full description specified in Part 5)

This is the Master Agreement for Governmental Body maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A.

Compensation Method (full details specified in Part 6)

Actual Cost

Total Compensation Amount	Advance Pay	Start Date	Agreement Term	Expiration Date
\$300,000	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	07/01/21		06/30/30

**REQUIRED SIGNATURES**

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

**FOR THE GOVERNMENTAL BODY:**

Signature	Date
<input type="text"/>	<input type="text"/>

Name	Title
<input type="text"/>	<input type="text"/>

Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

**FOR THE DEPARTMENT:**

Signature	Date
<input type="text"/>	<input type="text"/>

Omer Osman, Acting Secretary of Transportation	Date
<input type="text"/>	<input type="text"/>

Delegate Name
<input type="text"/>

Printed Name
<input type="text"/>

Printed Title
<input type="text"/>

Signature	Date
<input type="text"/>	<input type="text"/>

Joanne Woodworth, Acting Chief Fiscal Officer	Date
<input type="text"/>	<input type="text"/>

Philip C. Kaufmann, Chief Counsel	Date
<input type="text"/>	<input type="text"/>

(Approved as to form)

**INTERGOVERNMENTAL AGREEMENT  
FOR  
GOVERNMENTAL BODY MAINTENANCE OF TRAFFIC CONTROL DEVICES**

This Agreement is by and between

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

City of Belvidere  
401 Whitney Boulevard  
Belvidere, IL 61008

Attention

Email

cityclerk@ci.belvidere.il.us

referred to as the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

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**Part 1**

**SCOPE / COMPENSATION / TERM**

- A. **Scope of Services and Responsibilities** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement** This Agreement will start 07/01/21 and will expire 06/30/30
- D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal** This Agreement may not be renewed.

**Part 2**  
**GENERAL PROVISIONS**

- A. Changes** If any circumstances or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven (7) days.
- B. Compliance/Governing Law** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
- C. Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. Records Inspection** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.
- E. Records Preservation** The GOVERNMENTAL BODY, shall maintain for a minimum of **three (3) years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. Cost Category Transfer Request** For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.
- G. Subcontracting/Procurement Procedures/Employment of DEPARTMENT Personnel**
1. Subcontracting-Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.
  2. Procurement of Goods or Services - Federal Funds For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.
  3. Procurement of Goods or Services - State Funds For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, currently set at \$80,000.00; and \$20,000.00 for professional and artistic services, (See 30 ILCS 500/20-20(a) and 44 Ill. Admin Code 6.100) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$80,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.  
  
The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.
  4. **EMPLOYMENT OF DEPARTMENT PERSONNEL** The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

**Part 3**

**FEDERALLY FUNDED AGREEMENTS**

[Not applicable to this Agreement]



**PART 4  
SPECIFIC PROVISIONS**

- A. Invoices** Invoices submitted by the GOVERNMENTAL BODY will be for costs that have been incurred to complete the Part 5, Scope of Services. If the GOVERNMENTAL BODY's invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation

Attention

D2 Operations Design and Planning Engineer

Address

819 Depot Avenue

City

Dixon

State

IL

Zip Code

61021

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

- B. Billing and Payment** All invoices for services performed and costs incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than **July 31st** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.
- C. Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the GOVERNMENTAL BODY. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment terms set forth in the Agreement.
- D. Location of Service** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.
- E. Ownership of Documents/Title to Work** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.
- F. Software** All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.

- G. Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- H. Compliance with Freedom of Information Act.** Upon request, GOVERNMENTAL BODY shall make available to DEPARTMENT all documents in its possession that DEPARTMENT deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
- I. Reporting/Consultation** The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- J. Travel Expenses** Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.
- K. Indemnification** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on a alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.
- GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.
- L. Equal Employment Practice** The GOVERNMENTAL BODY must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The GOVERNMENTAL BODY must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:

In the event that the GOVERNMENTAL BODY, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the GOVERNMENTAL BODY, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the GOVERNMENTAL BODY agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
5. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;
7. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the GOVERNMENTAL BODY, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify the contracting agency and the Department in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the GOVERNMENTAL BODY will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations;
8. The GOVERNMENTAL BODY must have written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request; and

In addition, the GOVERNMENTAL BODY is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

**M. Tax Identification Number** GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: City of Belvidere

Taxpayer Identification Number: 366005792

Legal Status (check one):

Tax-exempt     Government     Other

**N. International Boycott** The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

**O. Forced Labor** The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

**P. Equipment** The DEPARTMENT and the GOVERNMENTAL BODY agree to the following:

1. The GOVERNMENTAL BODY must obtain the DEPARTMENT's written approval prior to purchasing any equipment with funds acquired under this Agreement;
2. The GOVERNMENTAL BODY acknowledges that the DEPARTMENT is under no obligation to approve, and the DEPARTMENT may, if it approves, subject that approval to additional terms and conditions as the DEPARTMENT may require;
3. The GOVERNMENTAL BODY acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;
4. The GOVERNMENTAL BODY must use the equipment for the authorized purpose under Part 5 (Scope of Service/ Responsibilities) and Part 6 (Compensation) during the period of performance or the equipment's entire useful life;
5. The GOVERNMENTAL BODY must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval;
6. In cases where the GOVERNMENTAL BODY fails to dispose of any equipment properly, as determined by the DEPARTMENT, the GOVERNMENTAL BODY may be required to reimburse the DEPARTMENT for the cost of the equipment; and
7. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least \$100, and used solely in GOVERNMENTAL BODY's performance under this Agreement.

**PART 5**  
**SCOPE OF SERVICE/RESPONSIBILITIES**

- A. **Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals, and other traffic control devices listed on the attached Exhibit A, which is hereby made part of this Agreement and shaded or highlighted.
- B. **Maintenance.** Modernization of traffic control devices is not covered under this Agreement. It is agreed that the actual maintenance will be performed by the GOVERNMENTAL BODY indicated on Exhibit A, either with its own forces or through contractual agreements.
- C. **Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in the attached Exhibit B, which is hereby made part of this Agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Additional provisions regarding maintenance may be incorporated in this document as agreed upon by both parties.
- D. **Interconnect & Timing.** "Railroad interconnect" shall mean an electrical connection between a traffic signal controller and a raiiside railroad control system. A "signal interconnect" shall mean an electrical connection between two on-street traffic signal controllers or between a master controller and a central signal system. The GOVERNMENTAL BODY agrees to maintain all signal equipment and connection of railroad crossing warning devices with signal controller. The DEPARTMENT, in cooperation with the GOVERNMENTAL BODY, shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The DEPARTMENT may elect to allow the GOVERNMENTAL BODY to determine the signal timing to coordinate and regulate the flow of traffic at any location. The GOVERNMENTAL BODY shall inform the DEPARTMENT of any changes made in signal timings. The DEPARTMENT reserves the right to withdraw the privilege of timing signals from the GOVERNMENTAL BODY at any time. A railroad interconnect shall not be modified without prior notification to and approval by the Illinois Commerce Commission and the DEPARTMENT. If a railroad interconnect needs repairs, such repairs shall not be performed without prior notification and approval, if required, by the Illinois Commerce Commission and the Department.
- E. **Interconnections: Installation and Damage.** The DEPARTMENT will not be responsible for the cost of installing or maintaining traffic signals and signal system interconnects not on but interconnected to traffic signals on U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.
- F. **Master Monitoring Costs.** Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or State routes. The GOVERNMENTAL BODY may connect traffic signals to a State owned master controller for the coordination or operation of non-State owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to its office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.
- G. **Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT's proportionate share of energy charges.
- H. **Costs for Pavement Markings.** Inspect pavement markings and replace as necessary to insure proper motorist, pedestrian, and bicyclist guidance – including green pavement markings for bicyclists. Insure that stop bars, symbols and crosswalks are in good condition.

In District 1, all work is the responsibility of the GOVERNMENTAL BODY. Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.

I. Maintenance Contractors. Maintenance contracts shall be subject to DEPARTMENT approval prior to award. The DEPARTMENT, after consultation with the GOVERNMENTAL BODY, reserves the right to reject any electrical/maintenance contractor assigned work by the GOVERNMENTAL BODY that, in the judgment of the DEPARTMENT, has proposed or bid rates or charges in excess of usual and customary rates for the type of work being performed.

J. Emergency Vehicle Preemption Devices. The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any GOVERNMENTAL BODY must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.

K. Existing Agreements or Letters of Understanding. All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

L. Modification. Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the DEPARTMENT'S Regional Engineer and its Engineer of Operations, and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the DEPARTMENT and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modifications of Exhibit A. This Agreement can be modified according to Part 1.D, by completing the Intergovernmental Agreement Amendment.

M. Plan Review. All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this Agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.

**PART 6  
COMPENSATION FOR SERVICES**

Funding

Not Applicable		
Subtotal		
Local Match Provided Through the GOVERNMENTAL BODY		
GRAND TOTAL		

Funding Breakdown

The DEPARTMENT and GOVERNMENTAL BODY agree to the following funding requirements:

**A. Cost Sharing.** As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices generally are shared in proportion to the number of approaches maintained by each unit of government however, other DEPARTMENT policies and practices requires cost sharing of energy and maintenance to be based on other criteria besides the number of approaches maintained. The maintenance cost of the interconnect and interconnect related equipment, as listed in Exhibit A, as well as engineering costs for any approved coordination and timing studies, shall be shared in proportion to the approaches maintained by each unit of government at all intersections within the interconnected system, unless otherwise agreed to in a permit or by other agreement. The share of the signal maintenance cost at an intersection will be borne one hundred percent by the DEPARTMENT where the ADT for the route is more than or equal to 35,000. The one hundred percent share will not apply to signal modernization, energy charges, new signal, and signal timing.

i. The GOVERNMENTAL BODY will be responsible for the maintenance costs of all traffic signals and/or other traffic control devices related to a roadway or roadways that has or have been jurisdictionally transferred by the DEPARTMENT to the GOVERNMENTAL BODY in a prior agreement(s).

**B Billing.** Bills shall be submitted to the DEPARTMENT on a quarterly basis. The amount billed shall be the costs incurred less any proceeds from third-party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.

ii. Any proposed single expenditure in excess of \$10,000.00 for repair or damage to an installation must be approved by the DEPARTMENT before the expenditure is made.

iii. The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task. The DEPARTMENT reserves the right to examine the records of the GOVERNMENTAL BODY to determine that costs billed are fully documented.

iv. The GOVERNMENTAL BODY costs are composed of labor, equipment, materials, and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier calculated by the GOVERNMENTAL BODY to include direct and indirect labor related costs, retirement, Social Security, health, hospitalization and life insurance, holidays, vacation, sick leave and worker's compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

v. The cost for contracted work will be the actual cost for the contractor.

a. Maintenance of the traffic signals shall be performed by the GOVERNMENTAL BODY through the DEPARTMENT's approved electrical contractor. If, at any time, the contractor fails to perform any work deemed necessary by the DEPARTMENT's Regional Engineer to keep the traffic signals in proper operating condition, or if the Engineer finds it impossible to contact the designated persons to perform any work, the DEPARTMENT reserves the right to have other electrical contractors perform the needed work. The cost of such work will be invoiced to the GOVERNMENTAL BODY directly from the appointed contractor providing the service.

**C. Notices.** Notices under this Agreement shall be directed to the following addresses by regular mail or

email to the address shown below:

For the DEPARTMENT:

For the GOVERNMENTAL BODY:

Budget

Not Applicable

**PART 7**

**CERTIFICATION REGARDING LOBBYING**

(49 CFR PART 20)

**[NOT APPLICABLE TO THIS AGREEMENT]**



**PART 8  
AGREEMENT AWARD NOTIFICATION**

**REQUIRED FOR ALL PROJECTS**

Does this project receive Federal funds?  Yes  No

Amount of Federal funds

Name of Project

Federal Project Number

CFDA Number\*, Federal Agency, Program Title

\*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

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## ANNUAL CERTIFICATION FOR SINGLE AUDIT COMPLIANCE

### NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

**NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.**

In accordance with 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements, non-federal entities that expend \$750,000 or more in Federal awards in a year are required to have a single audit. The DEPARTMENT is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the DEPARTMENT. It is the responsibility of the agencies expending Federal funds to comply with the requirements and determine whether they are required to have a single audit performed.

In order to comply with the requirements, your agency must provide the following information to the DEPARTMENT on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$750,000 or more in Federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed, and submit a copy of the report to the DEPARTMENT within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.
2. If your agency expended less than \$750,000 in Federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs, and were not required to conduct a single audit, you must complete and return the certification statement.
3. If your agency receives multiple awards from the DEPARTMENT, only one annual submittal of this information is required.

Please submit a copy of your single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation  
Audit Coordination Section, Rm. 303  
2300 South Dirksen Parkway  
Springfield, IL 62764

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with 2 CFR Part 200.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable,
2. Management Letter, if applicable, and
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to [DOT.AuditReview@illinois.gov](mailto:DOT.AuditReview@illinois.gov) or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-6041.

**NOTICE**

**Do not submit this certification to the DEPARTMENT with your signed contract.**

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending Federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any Federal funds related to this contract.

**Single Audit Not Required Certification**

I certify that \_\_\_\_\_ expended less than \$750,000 in Federal awards in our fiscal year \_\_\_\_\_, and was not required to have a single audit conducted.

Signature

Date

--	--

Title

--

**Subrecipient Contact Information**

Subrecipient

--

Contact Person

--

Title

--

Address

--

City

--

State

--

Zip Code

--

Phone

--

Fax

--

Fiscal Year End

--

E-mail

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## **EXHIBIT A**

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the City of Belvidere, in Boone County that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

**April 16, 2021**

LOCATION**	TS #	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY PERFORMING MAINT.
		STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
US 20 at Irene Road		50	0	50*	50	0	50*	City
US 20 at Town Hall Road		50	50		50	50		City
US 20 / EB Ramp at Appleton Road		100	0		100	0		City
US 20 / WB Ramp at Appleton Road		100	0		100	0		City
US 20 at Pearl Street		50	50		50	50		City
US 20 at State Street		67	33		67	33		City
US 20 at East Avenue		50	50		50	50		City
US 20 at US BR 20 (Belvidere Road)		100	0		100	0		City
US 20 at Farmington Way		50	50		50	50		City
US 20 at Logan Ave / Shattuck Road		100	0		100	0		State
US BR 20 at Shaw Road		100	0		100	0		State
US BR 20 at Distillery Road		67	33		67	33		City
US BR 20 at Van Epps Drive		50	50		50	50		City
US BR 20 at Appleton Road		50	50		50	50		City
US BR 20 at Beloit Road		50	50		50	50		City
US BR 20 at Illinois 76		100	0		100	0		City
US BR 20 at McKinley Road		50	50		50	50		City
US BR 20 at Bonus Avenue		50	50		50	50		City
US BR 20 at Lawrenceville Road		100	0		100	0		State
US BR 20 at Logan Avenue		50	50		50	50		City
US BR 20 at East Sixth Street		50	50		50	50		City
IL 76 at Squaw Prairie Road		100	0		100	0		State
Traffic Signal Interconnect System		50	50		50	50		City

- Boone County agreed to participate in costs to operate Irene Road signals until land is annexed into Belvidere.

ADT = Avg Daily Traffic (>35,000)

\*\*Traffic Signals Maintaned by the Municipality

EXHIBIT B  
LONG FORM  
TRAFFIC SIGNAL MAINTENANCE PROVISIONS

**A. GENERAL PROVISIONS**

**1. DOCUMENTATION**

The GOVERNMENTAL BODY shall provide the supporting documents for the items being billed. The approval of an invoice is contingent upon the supporting documentation. If the GOVERNMENTAL BODY'S invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

**2. REFERENCES**

All governing specification texts and manuals (ex: the Standard Specifications for Road and Bridge Construction, the Manual on Uniform Traffic Control Devices ((MUTCD))) cited and referred to herein shall be latest editions of those specification texts and manuals.

**3. CABINET PACK**

Wiring diagrams, phase diagrams, and manuals are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes, repairs and maintenance activities shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/her signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

**4. HARDWARE SPECIFICATIONS**

All equipment and material used shall comply with the requirement of the DEPARTMENT's latest edition of Standard Specifications for Road and Bridge Construction and the district special provisions. Maintain logs of equipment installation dates for warranty and for end of service life determination purposes. Catalog cuts shall be submitted to the DEPARTMENT for compliance with the district special provisions.

**5. ROADWAY LIGHTING**

Maintenance of roadway lighting on combination pole assemblies, including but not limited to lighting mast arm(s), luminaire(s), cable, fusing, and control shall be the responsibility of the GOVERNMENTAL BODY. Agreements regarding other roadway lighting equipment shall remain unchanged by this IGA.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. All cost of inspecting and maintaining the combination pole lighting system equipment is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, replacing damaged or missing combination pole lighting system equipment is the responsibility of the GOVERNMENTAL BODY.

**6. EMERGENCY VEHICLE PREEMPTION SYSTEM**

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the GOVERNMENTAL BODY. In addition to

regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the GOVERNMENTAL BODY.

**7. TRAFFIC SIGNALS INTERCONNECTED TO RAILROAD WARNING DEVICES**

At all locations with railroad/traffic signal interconnects, respond to any failure or damage and all emergency and all red flash alarms within one (1) hour and notify the DEPARTMENT and the Illinois Commerce Commission of any malfunction with railroad preemption equipment.

Traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals shall not be modified without prior approval from the DEPARTMENT and the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission. The interconnect controller cabinet shall display the location, the minimum preemption time and the railroad and the Department twenty-four-seven contact phone numbers. The display stickers one for the signal cabinet and another for the railroad bungalow will be furnished by the DEPARTMENT.

**8. DAMAGE REPAIRS**

Repair or replace any or all equipment damaged by any cause whatsoever within the time shown in the Response Table. Replaced equipment shall be new.

Response Table

ITEM	RESPONSE TIME	SERVICE RESTORATION	PERMANENT REPAIR (calendar days)
Cabinet	1 hour	24 hours	21 days
Controllers and Peripheral Equipment	1 hour	4 hours	21 days
System Detector Loop	1 hour	NA	7 days
All Other Detectors	1 hour	NA	21 days
Signal Head and Lenses	1 hour	4 hours	7 days
Aviation Red Beacon	1 hour	4 hours	7 days
Mast Arm Assembly and Pole	1 hour	4 hours	7 days
Traffic Signal Post	1 hour	4 hours	7 days
Cable and Conduit	1 hour	4 hours	7 days
Interconnect and Telemetry	1 hour	4 hours	7 days
Graffiti Removal	NA	NA	7 days
Misalignment of Signal Heads	1 hour	4 hours	4 hours
Closed Loop Monitoring System	1 hour	24 hours	14 days
Post and Poles Plumb Vertically	NA	NA	21 days
Controller, Post & Pole Foundations	NA	NA	21 days
Complaints, Calls, Controller or System Alarms, Timing, Phasing, Programming	1 hour	4 hours	NA
Patrol Truck Deficiencies	NA	24 hours	24 hours
Signal Heads Visibility	1 day	2 days	14 days

**9. ACCIDENT DAMAGE**

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage. Document damage to facilities and notify the Department of the

damage to determine the required repair or replacement.

Whenever third-party claims cannot be recovered, the GOVERNMENTAL BODY shall share in the loss in accordance with the percentages shown in Exhibit A.

**10. TEMPORARY TRAFFIC CONTROL.**

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities.

When work is within the traveled way, provide protection for workers and for traveling public by providing adequate traffic control. The traffic control shall conform to the latest edition of Manual on Uniform Traffic Control Devices.

**11. EMERGENCY PERSONNEL**

Provide skilled maintenance personnel who will be available to respond within one (1) hour to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

**B. AS REPORTED OR OBSERVED**

**1. SIGNAL ALIGNMENT**

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

**2. CONTROLLER PROBLEMS**

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

**3. LED SIGNAL HEAD AND LED MODULE REPLACEMENT**

An LED module shall be considered failed and shall be replaced if at least one-fourth of the signal indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.

Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

Provide replacement LED modules and LED signal heads that fully comply to the latest applicable Institute of Transportation Engineers (I.T.E.) specifications.

**4. PAINTING**

Painted signal components shall be repainted as necessary per the paint system's manufacturer's requirements.

**C. WEEKLY**

**1. MASTER CONTROLLER SYSTEMS**

At locations that are a part of a closed loop signal system maintained by the GOVERNMENTAL BODY, repair any and all malfunctions in a timely manner so that the signals remain under the

control of the master at all times.

As needed assist in the implementation of the signal system timing plans.

Maintain the central and closed loop signal system management software (Aries, Tactics, Centrats, etc.) on a PC or a server so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

Ensure that communications to master controllers and central signal systems (telephone lines, radio broadband connections, etc.) are functioning and report issues to service providers for repair. Where applicable the GOVERNMENTAL BODY shall utilize JULIE for locate services.

**D. BI-MONTHLY (Every 2 months)**

**1. CABINET INSPECTION**

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times. Replace filters per manufacturer's recommendations.

**2. OBSERVE SIGNALS**

Observe the signals at the time of the bi-monthly cabinet inspection. This involves stopping and watching for correct detection and timing operation.

**3. DETECTION TESTING**

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit bi-monthly.

**4. VIDEO DETECTION TESTING**

Inspect, maintain, and clean all video detection and surveillance systems bi-monthly or as needed, to achieve clean lenses, and adjust for proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

**5. CONTROLLER CHECK**

When controllers malfunction, they shall be removed, repaired, and bench checked. The controllers shall not be removed for annual maintenance inspections.

This bi-monthly check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during the bi-monthly cabinet inspection.

**6. FUSE AND BREAKER CHECKS**

Fuse and breaker checks should occur during the bi-monthly cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

**E. ANNUALLY**

**1. SIGNAL HEADS VISIBILITY**

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist, including snow and ice. The maintaining agency shall trim trees, bushes or any other form of vegetation blocking said lines of sight. The maintaining agency shall remove, or order the



removal of, any man-made obstructions such as signs or banner blocking said line of sight. Visibility for line of sight shall meet the standards established and contained in the Manual on Uniform Traffic Control Devices (MUTCD). All trimmed vegetation shall be legally disposed of by the maintaining agency off the right of way.

2. ANNUAL HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis. The inspection shall focus on the structural elements of the mast arm assembly and must include a close-up arm's length investigation of the mast arm, pole, mast to pole connection, base plate, and anchor bolts.

The arm of the assembly shall be visually inspected at all signal head connections for any defects, such as cracks or buckles. Inspect the mast arm to pole connection for significant loss of section, cracks in welds or base metal, and deterioration of the connection plates. The bolts of the arm to pole connection shall be inspected for tightness and condition. Check the pole for external corrosion, impact damage, rust through perforation, deflection, distortion, or cracking. Closely inspect pole for corrosion near the base plate, especially if mounted on a grout bed. Check welds of the pole to base plate connection for cracks. Inspect base plate for section loss or deformation. Inspect mast arm anchor bolts for any corrosion or bending, and for loose or missing nuts.

Upon discover of any buckles or significant structural defects (loose or missing nuts, severe corrosion or dents, cracks in welds, plate or structure, etc.), take corrective action in a timely manner.

3. ANNUAL CONFLICT MONITOR AND MMU TEST

Test all conflict monitors and MMUs once every two years in accordance with manufacturer recommendations. Failed conflict monitors or MMUs shall be replaced with new units.

The GOVERNMENTAL BODY, upon request, shall submit copies of the CMU/MMU test reports to the DEPARTMENT. These reports shall be maintained pursuant to Part 2, Paragraph E., "Records Preservation" of the AGREEMENT.

4. PAVEMENT MARKINGS

Inspect pavement markings and replace as necessary to insure proper motorist, pedestrian, and bicyclist guidance – including green pavement markings for bicyclists. Insure that stop bars, symbols and crosswalks are in good condition.

In District 1, all work is the responsibility of the GOVERNMENTAL BODY. Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.

## Gina Delrose

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**From:** Jean Bunge <Jean.Bunge@civilideas.com>  
**Sent:** Wednesday, April 21, 2021 11:26 AM  
**To:** Kevin Bunge; Gina Delrose  
**Cc:** Jean Bunge  
**Subject:** RE: special use extension

Hi Gina,

We are requesting a 1 year extension of the Special Use Permit for a personal storage facility at 1930-1960 Chrysler Dr in Belvidere, IL.

The storage facility hasn't been built yet due to adverse market conditions.

Please let me know if you have any questions and when this extension can be granted.  
Thanks and have a great day!

Jean Bunge

**From:** Kevin Bunge  
**Sent:** Wednesday, April 21, 2021 10:53 AM  
**To:** Tracy Pyszka <tracy.pyszka@civilideas.com>; Jean Bunge <Jean.Bunge@civilideas.com>  
**Subject:** FW: special use extension

**From:** Gina Delrose [<mailto:gdelrose@ci.belvidere.il.us>]  
**Sent:** Wednesday, April 21, 2021 10:48 AM  
**To:** Kevin Bunge <[kevin.bunge@civilideas.com](mailto:kevin.bunge@civilideas.com)>  
**Subject:** special use extension

Kevin-

I know you are working on the self-storage units but I wanted to send you the attached special use extension reminder since you are getting close to the deadline.

Let me know if you have any questions.

*Gina DelRose*

Community Development Planner  
City of Belvidere  
401 Whitney Boulevard, 61008  
(o) 815-547-7177  
(f) 815-547-0789

To: SARA - CITY CLERK

5/4/21

I would like to have the following two items placed on the agenda for the next City Council meeting:

1. A Discussion of the City/County split of any tax money used in excess of the grant money for the optional officer/jail (Independent of and not conditional of the previous vote to hire an officer)
2. ~~Police recording of overtime and monthly expense reports.~~ removed

Thank you  
Tom Porter

CITY OF BELVIDERE  
*Community Development*



BUILDING DEPARTMENT

PLANNING DEPARTMENT

401 WHITNEY BLVD. SUITE 300 BELVIDERE, IL 61008 \* PH (815)547-7177 FAX (815)547-0789

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**To: Mayor and City Council**

**From: Kip Countryman, Director of Buildings**

**Date: 4/29/2021**

**RE: Habitat for Humanity**

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**Attached is a request from the Habitat for Humanity for the Council's consideration to have the Building and Zoning permit fees waived for the construction of a new home at 407 W Madison St. City Council has in the past approved this request.**

**The estimated fees for the permit to be waived will be 880.00.**

**If the Council is willing to proceed with this project, I would recommend that the Building and Zoning fees be waived for this project as has been done in the past.**



**HABITAT FOR HUMANITY  
OF BOONE COUNTY**

May 6, 2021

**BY E-MAIL**

**KCOUNTRYMAN@CI.BELVIDERE.IL.US**

Mr. Kip Countryman, Director of Buildings  
City of Belvidere, Community Development  
401 Whitney Blvd.  
Belvidere, Illinois 61008

Re: 407 W. Madison St., Belvidere, IL  
05 26 403 024

Dear Mr. Countryman:

On behalf of Habitat for Humanity of Boone County, I appreciate the partnership we have shared with the City to build homes in our community and place low income families. This month, as you know, we expect to break ground on a single-family home on the above property. We are requesting that the City waive its permit fees. This request is in keeping with the City's past practice to facilitate Habitat's charitable work and to enable us to complete the project promptly, within budget, and then prepare for another.

We understand that this matter will be scheduled for consideration by the City Council. Please keep us informed concerning scheduled dates should our input be requested.

Thank you for your consideration and support. We look forward to working with you to complete another project within the City.

Cordially,

Henry Repay  
Board Chairman  
[Henry@RepayLaw.com](mailto:Henry@RepayLaw.com)

## Sarah Turnipseed

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**From:** Mike Drella  
**Sent:** Thursday, May 6, 2021 2:46 PM  
**To:** Sarah Turnipseed  
**Subject:** Fwd: Financial Services

Sent from my iPhone

Begin forwarded message:

**From:** Becky Tobin <btobin@ci.belvidere.il.us>  
**Date:** April 22, 2021 at 5:23:20 PM CDT  
**To:** Mike Drella <mdrella@ci.belvidere.il.us>  
**Subject:** Financial Services

Hi Mike. Per our discussion I am willing to help the City in the interim until a new Finance Officer is hired. Realistically, I am probably able to spend 5-6 hours per week on City business. I may be able to do more if something is absolutely pressing but I am also learning a new job which is taking a lot of my time. I would be asking for \$50 per hour and a \$25 travel per diem if I need to make a special trip to Belvidere to do City business. I will be able to do some work from home but there will be times (especially with audit preparation) that I will need to come into the office. My time will basically be spent completing tasks that you don't want to fall between the cracks while the position is vacant. This includes grant reporting, investment management, bank account management, making sure debt payments are paid on time, monthly reports, and any audit work that I am able to do within reason. There are also some end of the fiscal year/new fiscal year tasks that need to be completed. Those are the most pressing items that I see over the next couple of months. I am working on a full job description so that you have it for any potential candidates. Let me know if you have any questions.

Thanks

Becky

# *Belvidere Police Department*



Shane Woody - Chief of Police

Matthew Wallace - Deputy Chief, Investigations

Patrick Gardner - Deputy Chief, Patrol

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615 N. Main Street - Belvidere, IL 61008 - Phone 815-544-9626 - Fax 815-544-9603 - [www.ci.belvidere.il.us](http://www.ci.belvidere.il.us)

TO: Mayor Morris and City Council

FROM: Chief Shane Woody

DATE: May 10, 2021

RE: Request to approve the contract sale of Belvidere Police K-9 Frank Sinatra

On Monday, May 3, 2021 the Belvidere Police Pension Board voted to place K-9 Officer Brandon Parker on a duty related disability pension.

The Belvidere Police Department assigned K-9 Frank Sinatra (Frankie) to K-9 handler Officer Parker. Officer Parker has requested to purchase 3-year-old, German Shephard K-9 (Frankie) for five thousand dollars.

The Police Department contacted FM K-9, where we purchase our canines, and spoke with Master Trainer Mike McHenry to see what our options were for Frankie; whether we could trade him in, rotate him to another handler, or find another department that may need a canine. McHenry said he hand selected Frankie for Officer Parker due to Officer Parker's experience and ability. McHenry said he didn't believe another handler had the ability to control Frankie's drive and wouldn't be skilled enough to maintain the obedience and proficiency necessary to certify in aggression, obedience, or narcotic detection. McHenry said due to Frankie's age, drive, and the fact he had to have two teeth pulled he wouldn't have the value to another department nor would he be willing to take him in on trade towards a new canine.

Based on this information I would recommend selling K-9 Frankie to Officer Brandon Parker and approving the contract between the City of Belvidere and Brandon Parker.

# *Belvidere Police Department*

Shane Woody - Chief of Police

Matthew Wallace - Deputy Chief, Investigations

Patrick Gardner - Deputy Chief, Patrol



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615 N. Main Street - Belvidere, IL 61008 - Phone 815-544-9626 - Fax 815-544-9603 - [www.ci.belvidere.il.us](http://www.ci.belvidere.il.us)

**Motion: Authorize the sale of Belvidere Police K-9 Frank Sinatra to Brandon Parker for \$5,000.00 and to waive the two-week layover requirement for the ordinance authorizing the sale.**



# Belvidere Police Department



Shane Woody - Chief of Police

Matthew Wallace - Deputy Chief, Investigations

Patrick Gardner - Deputy Chief, Patrol

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615 N. Main Street - Belvidere, IL 61008 - Phone 815-544-9626 - Fax 815-544-9603 - [www.ci.belvidere.il.us](http://www.ci.belvidere.il.us)

TO: Mayor Morris and City Council  
FROM: Chief Shane Woody  
DATE: May 10, 2021  
RE: Request to approve Orthopedic surgery for Belvidere Police K-9 Shep

January 25, 2021 the council approved an expenditure for K-9 Shep to have his right Cranial Cruciate Ligament surgically repaired. The surgery and rehabilitation have been successful at restoring Shep's use of his right hind leg. However, compensation of the left hind leg during rehabilitation has caused, according to UW Veterinary Care, the left Cranial Cruciate Ligament to rupture. UW recommends a surgical repair of the left hind leg ligament.

This surgical repair is the same as previously brought to the council therefore, I would use the same cost comparisons as previously researched for the January 25, 2021 request.

Veterinary Specialty Center, Buffalo Grove, estimated their cost for this type of surgical repair between 4,600 – 5,100 dollars excluding rehabilitation.

UW Veterinary Clinic estimated the cost of surgery to be between 3,400 and 4,000. Based on the statement provided by UW Veterinary Clinic after Shep's first surgery their cost for that surgery was approximately 3,600.00 including a "working dog" discount of 20%.

If surgery is approved K-9 Shep would have to undergo rehabilitation at Rehab-Companion Animal Specialty and Emergency Hospital with an estimated cost of 450 – 800 dollars.

**Motion: Authorize surgery and rehabilitation for K-9 Shep in accordance with the medical plan not to exceed \$4,400.00. The Belvidere Police Department requests the use of the funds received for K-9 Frankie to cover the costs of surgery and rehabilitation.**

## Shane Woody

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**From:** Zach Reese  
**Sent:** Wednesday, May 5, 2021 10:41 AM  
**To:** Shane Woody  
**Cc:** Dan Smaha  
**Subject:** Fw: Shep Update

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**From:** Ortho Clinic <ortho@vetmed.wisc.edu>  
**Sent:** Wednesday, May 5, 2021 10:24:02 AM  
**To:** Zach Reese  
**Subject:** Re: Shep Update

Hi Officer Reese,

The estimate for the TPLO with the department discount is \$3,400 - 4,000.

Here is some additional information on cruciate disease.

<https://www.acvs.org/small-animal/cranial-cruciate-ligament-disease>

Here is a blip about the progression of arthritis:

The long-term prognosis for animals undergoing surgical repair of CCLD is good, with reports of significant improvement in 85-90% of the cases. While, osteoarthritis can progress regardless of treatment type, it's expected to be slower when surgery is performed. Therefore, multimodal osteoarthritis management is recommended for any dog with CrCLD regardless of treatment.

### Canine Osteoarthritis

#### Treatment:

Treatment recommendations for OA are multimodal which means they include different approaches and can be either conservative, surgical or a combination of both. All treatment decisions are made based on individual patients and in discussion with the animal owner and surgeon.

Weight control is by far the most critical aspect of OA management. Fat produces inflammatory mediators that perpetuate the inflammation process and increased body weight put additional force on the joints, causing pronounced OA changes and can ultimately be painful with limited mobility. In an ideal body weight, you should be able to: 1) feel your dog's ribs but not see them; 2) see an hour-glass figure when viewed from above; 3) see a tucked up belly when viewed from the side.

Activity modification: High-impact activities such as running or jumping should be limited as they can cause more inflammation and pain. These activities should be replaced with more controlled activity like leash walks. Low impact consistent exercise is good to help build the muscles around the joints and will eventually promote joint stability.

Rehabilitation: Animal rehabilitation such as range of motion exercises, therapeutic exercises, and aqua therapy (underwater treadmill, swimming) help to improve joint mobility, increase muscle mass, and improve exercise endurance. Acupuncture, LASER therapy, and other rehabilitation modalities are commonly recommended although there is an overall lack of studies to prove its benefit.

Pain control: Nonsteroidal anti-inflammatory drugs (carprofen, meloxicam, deracoxib, ketoprofen, etc.) are the most commonly used medication for OA pain control. In patients that cannot tolerate nonsteroidal anti-inflammatory drugs, adjunctive pain medications (amantadine, gabapentin, tramadol, codeine, corticosteroids, acetaminophen, acupuncture) can be considered, although there is an overall lack of studies supporting their efficacy for OA pain management.

Joint supplements: The exact mechanism of how joint supplements may help alleviate OA pain is not well understood. Chondroitin sulfate, glucosamine sulfate, omega-3-fatty-acid supplementation are the most commonly recommended joint supplements and does not have severe adverse effects.

Disease modulating agents: This can be given either as a muscle injection (PSGAG) or injection within the joint (corticosteroids, platelet-rich plasma, hyaluronic acid, and stem cell). More research is necessary to ascertain the benefit of disease-modulating agents.

Aftercare and Outcome:

The conservative approach can slow down the progression of the disease, and many dogs can live comfortably for years following diagnosis. However, OA is a progressive disease and will continue to worsen with time. If surgery is performed the recovery of those dogs is usually very good especially with total joint replacement surgery as the diseased joint is completely removed and replaced.

Maggie Liceaga, CVT  
Orthopedic Service  
UW Veterinary Care  
2015 Linden Drive, Madison, WI 53706  
Phone: 608-262-6512 Fax: 608-265-8276

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**From:** Zach Reese <reese@belviderepolice.com>  
**Sent:** Wednesday, May 5, 2021 9:11 AM  
**To:** Ortho Clinic <ortho@vetmed.wisc.edu>  
**Subject:** Re: Shep Update

Maggie,

Can you call me, 815-985-4148. Department has a few questions.

Thanks

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**From:** Ortho Clinic <ortho@vetmed.wisc.edu>  
**Sent:** Tuesday, May 4, 2021 3:57:01 PM

**To:** Zach Reese  
**Subject:** Re: Shep Update

The diagnosis of his Left is cranial cruciate ligament rupture (listed at the top of the discharge under "diagnosis/presenting complaints")

This is the same diagnosis that the right had. The estimate for the surgery is \$4,000-4,300. This would be for same procedure that he had on the right - TPLO.

- **Left stifle radiographs:** Left femorotibial effusion and chronic degenerative joint disease likely secondary to cranial cruciate ligament rupture or partial tear. Mild left tarsocrural, proximal intertarsal and tarsometatarsal degenerative joint disease
- As discussed, Shep has evidence of a cruciate rupture of his left stifle and the best recommendation to help him get back to work would be to perform a TPLO of his left side. We recommend recheck radiographs in 4 weeks time and at that time surgery for his left TPLO could be performed if you are interested.

Maggie Liceaga, CVT  
Orthopedic Service  
UW Veterinary Care  
2015 Linden Drive, Madison, WI 53706  
Phone: 608-262-6512 Fax: 608-265-8276

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**From:** Zach Reese <reese@belviderepolice.com>  
**Sent:** Tuesday, May 4, 2021 11:23 AM  
**To:** Ortho Clinic <ortho@vetmed.wisc.edu>  
**Subject:** Re: Shep Update

Maggie,

The department is requesting the diagnosis of Sheps left leg, and cost of surgery. If you could send this information over, I would greatly appreciate it.

Zach

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**From:** Ortho Clinic <ortho@vetmed.wisc.edu>  
**Sent:** Tuesday, May 4, 2021 10:05:55 AM  
**To:** Zach Reese  
**Subject:** Re: Shep Update

Please see the attached discharge. Let me know if you have any other questions.

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**From:** Zach Reese <reese@belviderepolice.com>  
**Sent:** Tuesday, May 4, 2021 8:36 AM

UW Veterinary Care  
2015 Linden Dr  
Madison, WI 53706



UW Veterinary Care  
UNIVERSITY OF WISCONSIN-MADISON

Small Animal: 608-263-7600  
Large Animal: 608-263-6300  
Fax: 608-265-8276  
uwveterinarycare.wisc.edu

Medrec#:	211943	Owner:	Belvidere Police Dept	Primary DVM:	Perryville Pet Hospital
Patient:	Shep	Address:	615 N Main St	Phone:	(815) 229-1234
Sex:	Male		Belvidere, IL 61008	FAX:	(815) 229-7990
Species:	Canine	Home Phone:	(815) 544-9626	Email:	
Breed:	German Shepherd	Work Phone:			Perryville Pet Hospital
Color:	Black/Tan	Cell Phone:	(815) 544-9626		
DOB:	09/20/18	Email:	daniels@belviderepolice.com		
Weight:	34.8 Kilograms				

Information above last updated: 05/04/21

Report status: Verified

Report electronically verified by: Faolain Barrett on 04/26/21 at 3:06 PM

### Discharge Instructions

Service(s): Orthopedic Surgery  
Admit date: 04/23/21  
Discharge date: 04/23/21  
Clinician: Susan Schaefer, DVM, MS, DACVS  
Resident(s): Faolain Barrett, BVM&S; Jackie Perino, DVM  
Technician: Maggie Liceaga

### Diagnoses/presenting complaints

1. Right cranial cruciate ligament rupture and medial meniscal tear - *Right TPLO and meniscectomy performed 3/3/21*
2. Left cranial cruciate ligament rupture

### Diagnostic tests/comments

1. Orthopedic Examination: Grade 1 lameness at the walk. Mild effusion in both stifles. Moderate pelvic limb muscle atrophy. Positive tibial thrust and cranial drawer left stifle. No meniscal click appreciated. Positive cranial drawer of right stifle. Remainder of exam WNL.
2. Right stifle radiographs (7 weeks post-op): Healing right tibial plateau leveling osteotomy subcutaneous edema and similar synovitis with resolved subcutaneous emphysema
3. Left stifle radiographs: Left femorotibial effusion and chronic degenerative joint disease likely secondary to cranial cruciate ligament rupture or partial tear. Mild left tarsocrural, proximal intertarsal and tarsometatarsal degenerative joint disease
4. Lyme quantitative C6 Antibody ELISA: Submitted 4/23, pending final results

### Case Summary

Shep is a 2.5 year old, male intact German Shepherd dog who presented to UW Veterinary Care Orthopedic Service on 4/23/21 for a 7 week recheck of his right TPLO surgery. Since surgery he has been using the leg well and gradually increasing his exercise which he has been tolerating well.

#### Physical examination upon presentation to UW Veterinary Care

MM: pink, moist, CRT: <1.5s Hydration: Adequate Attitude: BAR  
EYES, EARS, NOSE, MOUTH: Clear corneas & anterior chambers OU; No ocular or nasal discharge; Mild debris in both ears

CARDIOVASCULAR: No murmur or arrhythmia ausculted. Strong and synchronous femoral pulses.  
RESPIRATORY: Normal bronchovesicular sounds heard over all lung fields. No crackles or wheezes.  
ABDOMINAL: No pain, organomegaly, or masses on abdominal palpation.  
LYMPH NODES: All peripheral lymph nodes are soft, small, and symmetrical.  
SKIN: Full and clean haircoat; Coat still growing back over R hind from previous TPLO; no ectoparasites noted.  
MUSCULOSKELETAL: See orthopedic exam  
NEURO: Appropriate mentation; palpebral and menace responses intact; no evidence of peripheral deficits.

### Discharge instructions/comments

Evaluation today shows that Shep's previous TPLO is healing appropriately. At this time, he is not 100% healed, but is making good progress. We recommend continuing to restrict Shep's activity to no off leash activity, but gradual begin to start increasing his on leash activity as described below. As discussed, Shep has evidence of a cruciate rupture of his left stifle and the best recommendation to help

him get back to work would be to perform a TPLO of his left side. We recommend recheck radiographs in 4 weeks time and at that time surgery for his left TPLO could be performed if you are interested.

### **Feeding/exercise instructions**

**Feeding:** Weight management is important for pets with orthopedic injury. The goal is to have a slight "waist" when viewed from above, a "tummy tuck" when viewed from the side, just in front of the hips, and you should be able to easily feel the ribs without seeing them. To monitor weight, please have him weighed at your local veterinarian's office periodically to ensure objective control. A simple way to implement a weight management program is to replace high-calorie treats with raw vegetables such as carrots, low sodium canned, fresh or frozen green beans. At this time Shep has a good body condition score (5/9) and his weight is appropriate.

**Exercise:** You may slowly increase Shep to normal activity over the next weeks. This can be achieved by increasing the length of his walks, varying the grade (walking up and down hill), varying the surface (pavement vs. grass vs. gravel/mulch), and varying the intensity (may trot for short distances to start). Continue with the sit- to-stand exercises and Cavaletti rails as these help with thigh muscles and range of motion respectively.

### **Follow-up appointments**

Please set up an appointment at UW Veterinary Care for **recheck radiographs of the RIGHT stifle +/- TPLO surgery of the LEFT stifle** on the following date: **4 weeks**

**Please contact us through phone 608-262-6512, or email at [ortho@vetmed.wisc.edu](mailto:ortho@vetmed.wisc.edu) for any updates, questions, or concerns.**

## Dan Smaha

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**From:** Zach Reese  
**Sent:** Tuesday, May 04, 2021 4:20 PM  
**To:** Dan Smaha  
**Subject:** Fw: Shep Update

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**From:** Ortho Clinic <ortho@vetmed.wisc.edu>  
**Sent:** Tuesday, May 4, 2021 3:57 PM  
**To:** Zach Reese  
**Subject:** Re: Shep Update

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