

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
AGENDA

October 7, 2019

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

(1) Roll Call:

(2) Pledge of Allegiance:
Invocation:

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

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of
September 16, 2019; as presented.

(5) Public Hearing:

(6) Special Messages and Proclamations:

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Belvidere Police Department Overtime Report of September 10, 2019 through
September 23, 2019.

(B) Belvidere Fire Department Overtime Reports of September 11, 2019 through
September 24, 2019.

(C) Minutes of City-County Coordinating Committee of August 14, 2019.

(D) Minutes of Committee of the Whole – Public Safety and Finance and
Personnel of September 23, 2019.

(9) Unfinished Business:

(A) Ord. #468H – 2nd Reading: An Ordinance Amending Section 118-34,
Dangerous Dead or Diseased Trees of the City of Belvidere Municipal Code.

(10) New Business:

- (A) Ord. #470H – 1st Reading: An Ordinance Amending Section 110-91, Stop Streets, of the City of Belvidere Municipal Code to Add Garfield Avenue at West 5th Street as Two Way Stop.

Motion forwarded from City-County Coordinating Committee of August 14, 2019.

Motion of Co-Chairman Snow:

- (A) Motion to pay invoice #I9378823 (PDC Laboratories) in the amount of \$7,931.81.

Motions forwarded from Committee of the Whole – Public Safety and Finance and Personnel of September 23, 2019.

Motions of Public Safety – Co-Chairman Brereton:

- (A) Motion to authorize approval of entering into an agreement with Brycer Compliance Engine.
- (B) Motion to accept from General Mills Foundation Hometown Grantmaking Program a check in the amount of \$15,000. This check will be utilized for hazmat monitoring equipment – equipment budget 01-5-220-8200.

Motions of Finance & Personnel – Chairman Ratcliffe:

- (C) Motion to approve city attorney drafting an ordinance for gas use tax and an agreement with NICOR to collect tax.
- (D) Motion to accept the donation from First United Methodist Church in the amount of \$9,778.94 for General Mills Park Project.
- (E) Motion to approve waiving a new special use application fee of \$700 for the property at 300 S. Main Street (fee was already paid for a different project).

(11) Adjournment:

State of Illinois SS
Belvidere, Illinois

**Belvidere City Council
Regular Session
Minutes**

Date: September 16, 2019

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

Call to order by Mayor Chamberlain.

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

Other staff members in attendance:

Budget and Finance Director Becky Tobin, Director of Buildings Kip Countryman, City Treasurer Thornton, Public Works Director Brent Anderson, Fire Chief Hyser, Police Chief Woody, City Attorney Drella and City Clerk Arco.

(2) Pledge of Allegiance:
Invocation:

(3) Public Comment:

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of September 3, 2019; as presented.

Motion by Ald. Crawford, 2nd by Ald. Porter to approve the minutes of the regular meeting of the Belvidere City Council of September 3, 2019. Roll Call Vote: 9/0 in favor. Ayes: Brereton, Crawford, Frank, Freeman, McGee, Porter, Ratcliffe, Snow and Stevens. Nays: None. Motion carried.

(5) Public Hearing: None.

(6) Special Messages: Proclamation for Constitution Week presented to Kathy Hughes.

- (7) Approval of Expenditures: General & Special Fund Expenditures: \$1,563,442.58
Water & Sewer Fund Expenditures: \$ 349,764.37

Motion by Ald. Snow, 2nd by Ald. Ratcliffe to approve the General & Special Fund Expenditures in the amount of \$1,563,442.58. Roll Call Vote: 9/0 in favor.
Ayes: Crawford, Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens and Brereton.
Nays: None. Motion carried.

Motion by Ald. Porter, 2nd by Ald. Crawford to approve the Water & Sewer Fund Expenditures in the amount of \$349,764.37. Roll Call Vote: 9/0 in favor.
Ayes: Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens, Brereton and Crawford.
Nays: None. Motion carried.

(8) Committee Reports & Minutes of City Officers:

- (A) Belvidere Police Department Overtime Report of August 27, 2019 through September 9, 2019.
- (B) Belvidere Fire Department Overtime Report of August 28, 2019 through September 10, 2019.
- (C) Monthly Treasurer's Report for August 2019.
- (D) Monthly Water/Sewer Fund Report for August 2019.
- (E) Monthly General Fund Report for August 2019.
- (F) Monthly Community Development/Planning Report for August 2019.
- (G) Monthly Building Department Revenue Report for August 2019.

Let the record show these reports were placed on file.

- (H) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of September 9, 2019.

Motion by Ald. Frank, 2nd by Ald. Brereton to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of September 9, 2019.
Roll Call Vote: 9/0 in favor. Ayes: Freeman, McGee, Porter, Ratcliffe, Snow, Stevens, Brereton, Crawford and Frank. Nays: None. Motion carried.

(9) Unfinished Business:

- (A) Ord. #469H – 2nd Reading: An Ordinance Amending Section 110-9, Penalty of the City of Belvidere Municipal Code.

Motion by Ald. Freeman, 2nd by Ald. Crawford to pass Ord. #469H. Roll Call Vote: 9/0 in favor. Ayes: McGee, Porter, Ratcliffe, Snow, Stevens, Brereton, Crawford, Frank and Freeman. Nays: None. Motion carried.

(10) New Business:

Motions forwarded from Committee of the Whole - Building, Planning and Zoning and Public Works of September 9, 2019.

- (A) Motion to approve the proposal from Davidson & Associates, in the amount of \$6,600 to complete six appraisal reports for the Logan Avenue Rehabilitation Project. This work will be paid for from the proceeds of the Local Motor Fuel Tax. Roll Call Vote: 8/1 in favor. Ayes: Porter, Ratcliffe, Snow, Brereton, Crawford, Frank, Freeman and McGee. Nays: Stevens. Motion carried.
- (B) Motion to approve the proposal from Engel Electric for the outdoor LED lighting upgrade at the WWTP, subject to receiving the ComEd incentive for outdoor lighting, for a net cost to the City of \$7,970. Roll Call Vote: 9/0 in favor. Ayes: Ratcliffe, Snow, Stevens, Brereton, Crawford, Frank, Freeman, McGee and Porter. Nays: None. Motion carried.
- (C) Motion to approve the proposal from Illinois Pump, in the amount of \$15,386 for rebuilding RAS pump #3 at the WWTP. This work will be paid for from line item #61-5-820-6010, Plant Repairs & Maintenance. Roll Call Vote: 9/0 in favor. Ayes: Snow, Stevens, Brereton, Crawford, Frank, Freeman, McGee, Porter and Ratcliffe. Nays: None. Motion carried.
- (D) Motion to approve purchasing (Street Department Garage – Lift Replacement) from O'Reilly at a quoted cost of \$5,210. Roll Call Vote: 9/0 in favor. Ayes: Stevens, Brereton, Crawford, Frank, Freeman, McGee, Porter, Ratcliffe and Snow. Nays: None. Motion carried.
- (E) Motion to approve the Construction Engineering Services Agreement from CES, Inc. in an amount not-to-exceed \$39,192 for the Bellwood/High School Storm Water Detention Project. This work will be paid for from Capital Funds. Roll Call Vote: 9/0 in favor. Ayes: Brereton, Crawford, Frank, Freeman, McGee, Porter, Ratcliffe, Snow and Stevens. Nays: None. Motion carried.
- (F) Motion by Ald. Crawford, 2nd by Ald. Porter to waive Rule 2-88, Referral to Committee for October 6, 2019 Fire Department Street Closure. Roll Call Vote: 9/0 in favor. Ayes: Crawford, Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens and Brereton. Nays: None. Motion carried.
- (G) Motion by Ald. Frank, 2nd by Ald. Crawford to approve the street closure for Fire Department Open House on October 6, 2019. Roll Call Vote: 9/0 in favor. Ayes: Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens, Brereton and Crawford. Nays: None. Motion carried.

(H) Motion by Ald. Brereton, 2nd by Ald. McGee to reconsider Ord. #468H – An Ordinance Amending Section 118-34, Dangerous, Dead or Diseased Trees of the City of Belvidere Municipal Code. Roll Call Vote: 8/1 in favor.
Ayes: Freeman, McGee, Porter, Ratcliffe, Stevens, Brereton, Crawford and Frank. Nays: Snow. Motion carried.

(11) Adjournment:

Motion by Ald. Crawford, 2nd by Ald. Brereton to adjourn meeting at 7:22 p.m.
Aye voice vote carried. Motion carried.

_____ Mayor

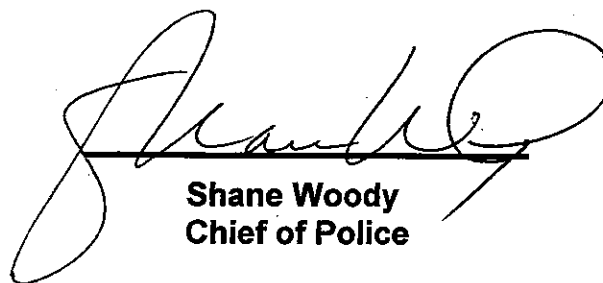
Attest: _____ City Clerk

Belvidere Police Department Payroll Report

Dept: 1790

For Overtime Incurred between 9/10/19 and 9/23/19

Last Name:	Employee ID:	Total Hours:	Total Overtime Pay:
Ball	00739	10	\$569.55
Bell	00813	2	\$113.91
Berillo	00941	7	\$339.68
Bird	00793	7	\$398.69
Blankenship	00729	1.5	\$85.43
Brox	00963	5.5	\$266.89
Danielak	00996	7	\$301.14
Davenport	00935	4	\$194.10
Delavan	00848	10	\$569.55
Derry	00816	22	\$1,253.01
Ellingson	00758	2	\$113.91
Garcia	00988	6	\$258.12
Jones	00772	10.5	\$598.03
King	00868	6	\$341.73
Kirk	00888	6	\$316.62
Kozlowski	00846	18	\$1,025.19
Parker,B	00686	20	\$1,139.10
Polnow	00886	12.5	\$797.25
Reese	00979	5.5	\$236.61
Schutz	00812	0.5	\$28.48
Washburn	00784	6	\$382.68
Worley	00992	4.5	\$193.59
Zapf	00934	15.5	\$780.40
Totals:		189	\$10,303.64



Shane Woody
Chief of Police

Belvidere Fire Department

Overtime Report

Date Between {09/11/2019} And {09/24/2019}

Date	Time	Incident	Pay Type	Activity Type	Hours Wkd	Hrs Paid	Pay
00866 Beck, Mark E							
09/19/2019	09:00		OT	TRE EMS Training	5.75	5.75	227.35
09/24/2019	07:30		OT	CPRI C.P.R. Instruction	9.50	9.50	375.63
Staff Member Totals:					15.25	15.25	602.98
00754 Burdick, David J							
09/17/2019	07:00		OT	SCS Shift Coverage for Sick	9.50	9.50	450.77
09/24/2019	09:30		OT	TRE EMS Training	2.50	2.50	118.62
Staff Member Totals:					12.00	12.00	569.40
00787 Cunningham, Chad L							
09/17/2019	07:00		OT	SCS Shift Coverage for Sick	14.50	14.50	659.31
09/19/2019	09:00		OT	TRE EMS Training	5.50	5.50	250.08
Staff Member Totals:					20.00	20.00	909.40
00966 Ellwanger, Adam A							
09/19/2019	09:00		OT	TRE EMS Training	6.25	6.25	206.37
Staff Member Totals:					6.25	6.25	206.37
00961 Fox, Kevin W							
09/23/2019	07:00		OT	CRO Shift Carry Over	0.75	0.75	24.76
Staff Member Totals:					0.75	0.75	24.76
00971 Heiser, Bradley Donald							
09/14/2019	07:00		OT	SCS Shift Coverage for Sick	24.00	24.00	788.64
09/19/2019	09:00		OT	TRE EMS Training	5.75	5.75	188.94
Staff Member Totals:					29.75	29.75	977.58
00981 Herman, Ronald David							
09/19/2019	09:00		OT	TRE EMS Training	5.75	5.75	188.94
Staff Member Totals:					5.75	5.75	188.94
00881 Kriebs, James J							
09/12/2019	07:30		OT	IN Inspection Bureau	5.25	5.25	206.58
09/13/2019	09:45		OT	INR Reimbursable Plan	2.25	2.25	88.53
09/14/2019	08:30		OT	TRTR Technical Rescue	6.50	6.50	255.77
Staff Member Totals:					14.00	14.00	550.90
00828 Letourneau, Chris R							
09/16/2019	07:00		OT	SPD Special Detail	16.00	0.00	0.00
09/17/2019	07:00		OT	SPD Special Detail	16.00	0.00	0.00
09/19/2019	09:00		OT	TRE EMS Training	5.75	5.75	260.18
Staff Member Totals:					37.75	5.75	260.18
00767 Loudenbeck, Matt F							
09/19/2019	09:00		OT	TRE EMS Training	5.75	5.75	226.26
Staff Member Totals:					5.75	5.75	226.26
00993 Mead, Stephen C.							

Belvidere Fire Department

Overtime Report

Date Between {09/11/2019} And {09/24/2019}

Date	Time	Incident	Pay Type	Activity Type	Hours Wkd	Hrs Paid	Pay
00993 Mead, Stephen C.							
09/14/2019	08:00		OT	TRD Dive/Water Rescue	6.00	6.00	180.24
09/18/2019	07:30		OT	TREP Initial Paramedic	8.50	8.50	255.34
09/21/2019	07:30		OT	TREP Initial Paramedic	8.75	8.75	262.85
09/24/2019	07:30		OT	TREP Initial Paramedic	12.50	12.50	375.50
Staff Member Totals:					35.75	35.75	1073.93
00755 Oates, Joshua A							
09/14/2019	07:00		OT	TRIM TEMS Training	5.00	5.00	195.75
Staff Member Totals:					5.00	5.00	195.75
00958 Pavlatos, Gregory R							
09/14/2019	07:45		OT	CPRI C.P.R. Instruction	3.50	3.50	113.85
09/19/2019	09:00		OT	TRE EMS Training	5.75	5.75	198.83
Staff Member Totals:					9.25	9.25	312.69
00970 Pihl, Aaron R							
09/19/2019	09:00		OT	TRE EMS Training	5.75	5.75	188.94
Staff Member Totals:					5.75	5.75	188.94
00759 Rotolo, Charles A							
09/19/2019	09:00		OT	TRE EMS Training	5.75	5.75	224.02
Staff Member Totals:					5.75	5.75	224.02
00852 Schadle, Shawn W							
09/16/2019	07:00		OT	SCV Shift Coverage for	24.00	24.00	1138.80
09/19/2019	08:30		OT	MES Staff Meeting	0.75	0.75	35.58
09/19/2019	09:00		OT	TRE EMS Training	5.50	5.50	260.97
Staff Member Totals:					30.25	30.25	1435.36
00781 Swanson, Jason A							
09/14/2019	08:15		OT	SPD Special Detail	1.50	2.00	90.94
Staff Member Totals:					1.50	2.00	90.94
00969 Tangye, Travis N							
09/11/2019	13:30		OT	IN Inspection Bureau	2.50	2.50	82.55
09/18/2019	12:30		OT	IN Inspection Bureau	4.00	4.00	132.08
09/23/2019	13:45		OT	IN Inspection Bureau	5.25	5.25	173.35
Staff Member Totals:					11.75	11.75	387.98
00882 Thornton, Nicolas J							
09/19/2019	09:00		OT	TRE EMS Training	3.00	3.00	118.62
Staff Member Totals:					3.00	3.00	118.62
00836 Vaughan, Jeffery C							
09/19/2019	09:00		OT	TRE EMS Training	5.75	5.75	227.35
Staff Member Totals:					5.75	5.75	227.35
00956 Williams, Glenn F.							

Belvidere Fire Department

Overtime Report

Date Between {09/11/2019} And {09/24/2019}

Date	Time	Incident	Pay Type	Activity Type	Hours Wkd	Hrs Paid	Pay
00956 Williams, Glenn F.							
09/19/2019	09:00		OT	TRE EMS Training	5.75	5.75	200.79
Staff Member Totals:					5.75	5.75	200.79
01002 Winnie, Todd							
09/11/2019	07:00		OT	SCS Shift Coverage for Sick	24.00	24.00	728.16
09/23/2019	07:00		OT	TRO Officer Training	9.50	9.50	288.23
Staff Member Totals:					33.50	33.50	1016.39
00629 Zumbragel, Mark J							
09/19/2019	09:00		OT	TRE EMS Training	5.75	5.75	272.83
Staff Member Totals:					5.75	5.75	272.83
All Staff Member Totals:					306.00	274.50	10,262.42

Types: F=Fire, M=EMS/Medical, R=Rescue, O=Other

CITY-COUNTY COORDINATING COMMITTEE
MINUTES

Wednesday, August 14, 2019 at 6:00 P.M.
County Board Room, 1212 Logan Avenue

CALL TO ORDER

The meeting of the City-County Coordinating Committee was called to order by Cathy Ward, Co-Chairman at 6:00 P.M.

ROLL CALL

County:

Cathy Ward, Co-Chairman
Carl Larson, Vice Co-Chairman
Cherie Bartelt
Jeffrey Carlisle
Brad Stark

City:

Dan Snow, Co-Chairman
Wendy Frank Vice Co-Chairman
Mike McGee
Clayton Stevens
Ric Brereton

Others:

Austin Edmondson
Dan Streed
Lt. Pat Molloy

Members Absent:

County:

Chairman Karl Johnson

City:

Mayor Chamberlain

APPROVAL OF MINUTES

A motion was made by Jeffrey Carlisle to approve the July 10, 2019 meeting minutes. Motion seconded by Carl Larson. Motion passed (10-0).

APPROVAL OF AGENDA

A motion was made by Jeffrey Carlisle to approve the agenda as presented. Motion seconded by Dan Snow. Motion passed (10-0).

PUBLIC COMMENT

PUBLIC COMMENT

There was no public comment made.

E-911 REPORT – PUBLIC SAFETY BUILDING

911 REPORT

Lt. Malloy stated that they have hired the 16th dispatcher and will start the 26th of August. She has had dispatcher experience. The other two dispatchers are finishing up on their training and everything is looking good. They should be off of the training program within the month.

PHONE SYSTEM UPGRADE PROJECT UPDATE

Lt. Molloy said he met with Mr. Edmondson and Mr. Streed and are ready to move forward with the RFP at the beginning of the month. Chairman Ward asked about the overtime situation in dispatch and Lt. Molloy responded that it's not the best and discussed the reasons. Chairman Ward asked about the lightening strike. Lt. Molloy said there are two radios that are still out. He is waiting for these to be fixed and discussed this with the committee. Lt. Molloy discussed the air conditioning for the PSB. Chairman Ward asked what the most critical thing is for the building. Lt. Molloy said the air conditioner, the boiler, and the roof. Mr. Snow asked about the Public Safety Sales Tax and how it's used in helping with these issues. Mr. Carlisle said there was not enough money in reserves to fix the roof. We did use the Sales Tax for the air conditioners on the other side of the building and fixed the boiler. The biggest concern now is the \$147,000 for the roof. He believes that there is \$130,000 in reserves for the roof. Chairman Ward said the building is now paid off as of last December. Chairman Ward said there should be \$500,000 more to spend since we have paid off the bond payment. Mr. Carlisle said that would be correct. There is no sunset on the Sales Tax. Dr. O'Malley said the wages are almost \$10 million dollars. He said that the County will never get that money unless there are fewer people. There is no way that we can pay the wages without using the Property Safety Sales Tax and continued to discuss this. Discussion was held on what the Sales Tax monies have paid for recently. Dr. O'Malley continued to discuss what is still remaining that the Sales Tax dollars will have to pay for along with the extra money that will be received now that the building has been paid off. Austin Edmondson discussed obtaining

documents to discuss at the next committee meeting. Mr. Snow asked about the gentleman with an electric pole incident. Lt. Molloy said it's a Belvidere investigation so he does not know much about this incident. Chairman Ward discussed Amanda Mehl's father. He is an individual that recues people. He has a towing business.

GIS

Chairman Ward discussed Grant Anderson working for the City part-time. Tammy Cox is taking over Mr. Anderson's duties. Mr. Edmondson said that is not exactly totally correct. Currently the County is taking a step back and evaluating the position. It appears that the City's position does not want to fund the half time person at the County level. Also, it is taking away that work load that we were supporting for the City. Mr. Edmonson said in essence the County has a work load of 1 ½ people and County funding for 1 ½ people. The County is in the process of trying to analyze and understand what skill set Tammy Cox has which is different from the skill set that Grant Anderson had. He said once we know what we don't know, where the short fall within that, his recommendation will probably be to contract out support for that additional position when there is not the work load to support it. Chairman Ward suggested that Ms. Cox attend the next meeting. The Planner position has been filled. Mr. Snow asked about the software and hardware that was shared with the City. Mr. Edmondson said currently there is a proposal that the City has presented that is unsatisfactory to the County. Even though the City would not fund the position the Mayor would still have veto power over who the County hires. This allows the County to step back and take a look at how that position is utilized. The hardware and software stuff in the proposal doesn't change. Chairman Ward asked if the equipment is joint owned. Mr. Edmondson said yes. The licensing of the software is shared and the cost is based on the level license that each user has. The County has advanced licenses for the software. The City has basic licensure. The City hasn't asked for a license for Grant or request additional licensing which can be done with the current agreement.

LANDFILL

APPROVAL OF INVOICE: TRC

Mr. Edmondson said the invoice from TRC is not accurate and his recommendation is to table this invoice while the correction is being made. Motion passed (10-0).

A motion was made by Jeffrey Carlisle to table the TRC invoice for \$ 848.79. Motion seconded by Dan Snow. Motion passed (10-0).

APPROVAL OF INVOICE: PDC LABORATORIES

A motion was made by Dan Snow to pay invoice # I9378823 in the amount of \$ 7,931.81. Motion seconded by Jeffrey Carlisle with a 50/50 split with the City of Belvidere. Motion (10-0).

ILLINOIS EPA/LANDFILL COMMUNICATION

There has been no update from the IEPA.

INFORMATIONAL ITEMS AND OTHER BUSINESS

WATER PRESERVATION AND PROTECTION ALLIANCE (WPPA)/BLACKHAWK HILLS WATER SURVEY

Jeffrey Carlisle said this is being led through our conservation group and are holding several meetings. It's usually during the day. Information is sent by e-mail.

INVITATION TO OTHER GOVERNMENTS

Chairman Ward said there is usually someone that comes and talks to the committee every month. Chairman Ward thought it would be nice to invite the police chief and our sheriff. The committee agreed to have those two individuals come to a meeting.

CORRESPONDENCE

Mr. Carlisle has been trying to attend the City Council meetings so he can get an idea of what's going on and have a little better communication. At their last meeting the City discussed the dead Ash trees that seem to be the biggest

thing going on. Chairman Ward brought up the discussion of trees being planted on the landfill. Mr. Carlisle would like to plant hickory trees and discussed this with the committee. Mr. Snow asked for introductions to the County's new temporary administrator. Cathy Ward introduced Mr. Edmondson to the committee. Mr. Edmondson stated that he has been in local government for twenty years. He was the interim administrator in Stephenson County. He has had City experience in smaller communities. He is retired from the military. He worked with nuclear weapons and not a lot of aftermarket for that in the civilian world, at least not in this country. He's here until Ken gets better. He lives in Kentucky. The County is providing temporary housing.

EXECUTIVE SESSION

There was no executive session held.

ADJOURNMENT

ADJOURN THE MEETING

A motion was made by Jeffrey Carlisle to adjourn the meeting. Motion seconded by Dan Snow. Motion passed (10-0). Meeting was adjourned at 6:27 p.m.

Recorded by,

Julaine Drake
Office Manager



Invoice

PDC Laboratories, Inc.

(800) 752-6651

I9378823

Customer #: 255925

Invoice To:

Brent Anderson
Belvidere, City of
401 Whitney Blvd, Suite 200
Belvidere, IL 61008

Remit To:

PDC Laboratories, Inc.
PO Box 9071
Peoria, IL 61612-9071

Project#: Annual Second Quarter, Leachates Second Quarter, Grenke Well second quarter, IL0070050, IL0070050
Belvidere

Invoice: I9378823
Date: 7/31/19
Terms: NET 30

Work Order: 9055970
Received: 5/31/19
Project: Annual Second Quarter
Contact: Brent Anderson

Quantity	Description	Matrix	Unit Cost	Extended Cost
17	Ammonia as Nitrogen Sol	Water	6.77	115.09
17	Arsenic Dissolved	Water	4.66	79.22
17	Arsenic Total	Water	4.66	79.22
17	Barium Total	Water	4.66	79.22
17	Boron Total	Water	4.66	79.22
17	Cadmium Dissolved	Water	4.66	79.22
17	Cadmium Total	Water	4.66	79.22
17	Chloride by IC	Water	6.77	115.09
17	Chromium Total	Water	4.66	79.22
17	Cobalt Total	Water	4.66	79.22
17	Copper Total	Water	4.66	79.22
1	Cyanide Total	Water	16.09	16.09
16	Cyanide Total by Gas Diffusion	Water	16.09	257.44
8	Fluoride by IC	Water	6.77	54.16
9	Fluoride by Probe	Water	11.28	101.52
17	Iron Dissolved	Water	6.35	107.95
17	Iron Total	Water	6.35	107.95
17	Lead Total	Water	4.66	79.22
17	Low level Volatiles (SIM) by GCMS	Water	0.00	0.00
17	Low level Volatiles by GCMS	Water	76.23	1,295.91
17	Manganese Dissolved	Water	4.66	79.22
17	Manganese Total	Water	4.66	79.22
17	Metals Digestion	Water	0.00	0.00
17	Nickel Total	Water	4.66	79.22
17	Nitrate as N by IC	Water	7.19	122.23
2	PNAs by HPLC	Water	108.10	216.20
17	Selenium Total	Water	4.66	79.22



Invoice

PDC Laboratories, Inc.

(800) 752-6651

I9378823

Customer #: 255925

17	Sulfate by IC	Water	7.99	135.83
17	Thallium Total	Water	4.66	79.22
17	Total Dissolved Solids , filt	Water	4.66	79.22
16	Total Organic Halides in Duplicate	Water	36.42	582.72
17	Vanadium Total	Water	6.35	107.95
17	Zinc Total	Water	4.66	79.22

Invoice: I9378823
 Date: 7/31/19
 Terms: NET 30

Work Order: 9055971
 Received: 5/31/19
 Project: Leachates Second Quarter
 Contact: Brent Anderson

Quantity	Description	Matrix	Unit Cost	Extended Cost
1	Arsenic Total	Water	4.66	4.66
1	Barium Total	Water	4.66	4.66
1	Boron Total	Water	4.66	4.66
1	Cadmium Total	Water	4.66	4.66
1	Chloride by IC	Water	6.77	6.77
1	Chlorinated Acids by GC/ECD	Water	114.68	114.68
1	Chromium Total	Water	4.66	4.66
1	Cobalt Total	Water	4.66	4.66
1	Copper Total	Water	4.66	4.66
1	Cyanide Total	Water	16.09	16.09
1	Endothall by GCMS	Water	42.35	42.35
1	Fluoride by Probe	Water	11.28	11.28
1	Iron Total	Water	6.35	6.35
1	Lead Total	Water	4.66	4.66
1	Low level Volatiles (SIM) by GCMS	Water	0.00	0.00
1	Low level Volatiles by GCMS	Water	76.23	76.23
1	Manganese Total	Water	4.66	4.66
1	Mercury Total	Water	4.66	4.66
1	Nickel Total	Water	4.66	4.66
1	Nitrate as N by IC	Water	7.19	7.19
1	NP Pesticides by GCMS	Water	0.00	0.00
1	Organochlorine Pesticides & PCBs by GC/MS	Water	108.10	108.10
1	PCBs by GC/ECD	Water	46.58	46.58
1	Phenol by Lachat	Water	11.83	11.83
1	PNAs by HPLC	Water	108.10	108.10
1	Selenium Total	Water	4.66	4.66
1	Semivolatiles by GCMS	Water	156.68	156.68
1	Sulfate by IC	Water	7.99	7.99



Invoice
 I9378823
 Customer #: 255925

PDC Laboratories, Inc.
 (800) 752-6651

1	Total Dissolved Solids	Water	4.66	4.66
1	Zinc Total	Water	4.66	4.66

Invoice: I9378823
Date: 7/31/19
Terms: NET 30

Work Order: 9055972
Received: 5/31/19
Project: Grenke Well second quarter
Contact: Brent Anderson

Quantity	Description	Matrix	Unit Cost	Extended Cost
1	Ammonia as Nitrogen Sol	Water	6.77	6.77
1	Chloride by IC	Water	6.77	6.77
1	Chromium Total	Water	4.66	4.66
1	Iron Dissolved	Water	6.35	6.35
1	Iron Total	Water	6.35	6.35
1	Lead Total	Water	4.66	4.66
1	Low level Volatiles by GCMS	Water	76.23	76.23
1	Manganese Dissolved	Water	4.66	4.66
1	Manganese Total	Water	4.66	4.66
1	Metals Digestion	Water	0.00	0.00
1	Nickel Total	Water	4.66	4.66
1	Total Dissolved Solids , filt	Water	4.66	4.66
1	Total Organic Halides in Duplicate	Water	36.42	36.42

Invoice: I9378823
Date: 7/31/19
Terms: NET 30

Work Order: 9065140
Received: 6/27/19
Project: Annual Second Quarter
Contact: Brent Anderson

Quantity	Description	Matrix	Unit Cost	Extended Cost
4	Ammonia as Nitrogen Sol	Water	6.77	27.08
4	Arsenic Dissolved	Water	4.66	18.64
4	Arsenic Total	Water	4.66	18.64
4	Barium Total	Water	4.66	18.64
4	Boron Total	Water	4.66	18.64
4	Cadmium Dissolved	Water	4.66	18.64
4	Cadmium Total	Water	4.66	18.64
4	Chloride by IC	Water	6.77	27.08
4	Chromium Total	Water	4.66	18.64
4	Cobalt Total	Water	4.66	18.64
4	Copper Total	Water	4.66	18.64
4	Cyanide Total	Water	16.09	64.36
1	Fluoride by IC	Water	6.77	6.77



Invoice
 I9378823
 Customer #: 255925

PDC Laboratories, Inc.
 (800) 752-6651

3	Fluoride by Probe	Water	11.28	33.84
1	Fluoride by Probe	Water	11.75	11.75
4	Iron Dissolved	Water	6.35	25.40
4	Iron Total	Water	6.35	25.40
4	Lead Total	Water	4.66	18.64
4	Low level Volatiles (SIM) by GCMS	Water	0.00	0.00
4	Low level Volatiles by GCMS	Water	76.23	304.92
4	Manganese Dissolved	Water	4.66	18.64
4	Manganese Total	Water	4.66	18.64
4	Metals Digestion	Water	0.00	0.00
4	Nickel Total	Water	4.66	18.64
4	Nitrate as N by IC	Water	7.19	28.76
4	Selenium Total	Water	4.66	18.64
4	Sulfate by IC	Water	7.99	31.96
4	Thallium Total	Water	4.66	18.64
4	Total Dissolved Solids , filt	Water	4.66	18.64
4	Total Organic Halides in Duplicate	Water	36.42	145.68
4	Vanadium Total	Water	6.35	25.40
4	Zinc Total	Water	4.66	18.64

Invoice: I9378823
Date: 7/31/19
Terms: NET 30

Work Order: 9065144
Received: 6/27/19
Project: Leachates Second Quarter
Contact: Brent Anderson

Quantity	Description	Matrix	Unit Cost	Extended Cost
1	Arsenic Total	Water	4.66	4.66
1	Barium Total	Water	4.66	4.66
1	Boron Total	Water	4.66	4.66
1	Cadmium Total	Water	4.66	4.66
1	Chloride by IC	Water	6.77	6.77
1	Chlorinated Acids by GC/ECD	Water	114.68	114.68
1	Chromium Total	Water	4.66	4.66
1	Cobalt Total	Water	4.66	4.66
1	Copper Total	Water	4.66	4.66
1	Cyanide Total	Water	16.09	16.09
1	Endothall by GCMS	Water	42.35	42.35
1	Fluoride by Probe	Water	11.75	11.75
1	Iron Total	Water	6.35	6.35
1	Lead Total	Water	4.66	4.66
1	Low level Volatiles (SIM) by GCMS	Water	0.00	0.00



Invoice

PDC Laboratories, Inc.

(800) 752-6651

I9378823

Customer #: 255925

1	Low level Volatiles by GCMS	Water	76.23	76.23
1	Manganese Total	Water	4.66	4.66
1	Mercury Total	Water	4.66	4.66
1	Nickel Total	Water	4.66	4.66
1	Nitrate as N by IC	Water	7.19	7.19
1	NP Pesticides by GCMS	Water	0.00	0.00
1	Organochlorine Pesticides & PCBs by GC/MS	Water	108.10	108.10
1	Phenol by Lachat	Water	11.83	11.83
1	PNAs by HPLC	Water	108.10	108.10
1	Selenium Total	Water	4.66	4.66
1	Semivolatiles by GCMS	Water	156.68	156.68
1	Sulfate by IC	Water	7.99	7.99
1	Total Dissolved Solids	Water	4.66	4.66
1	Zinc Total	Water	4.66	4.66

Invoice: I9378823
Date: 7/31/19
Terms: NET 30

Work Order: 9070511
Received: 7/2/19
Project: BELVIDERE_BACTI
Contact: Chris McElhinney

Quantity	Description	Matrix	Unit Cost	Extended Cost
1	Sample Pickup Fee	Water	15.00	15.00
15	Total Coliform and E.Coli Presence/Absence	Water	10.00	150.00

Invoice: I9378823
Date: 7/31/19
Terms: NET 30

Work Order: 9071641
Received: 7/9/19
Project: BELVIDERE_BACTI
Contact: Chris McElhinney

Quantity	Description	Matrix	Unit Cost	Extended Cost
1	Sample Pickup Fee	Water	15.00	15.00
8	Total Coliform and E.Coli Presence/Absence	Water	10.00	80.00

Invoice: I9378823
Date: 7/31/19
Terms: NET 30

Work Order: 9071652
Received: 7/9/19
Project: BELVIDERE_BACTI
Contact: Chris McElhinney

Quantity	Description	Matrix	Unit Cost	Extended Cost
15	Total Coliform and E.Coli Presence/Absence	Water	10.00	150.00

Invoice: I9378823
Date: 7/31/19
Terms: NET 30

Work Order: 9072632
Received: 7/9/19
Project: BELVIDERE_FLUORIDE
Contact: Chris McElhinney



Invoice
I9378823
Customer #: 255925

PDC Laboratories, Inc.
(800) 752-6651

Quantity	Description	Matrix	Unit Cost	Extended Cost
6	Fluoride by Probe	Water	12.00	72.00

Total: \$7,931.81

*OK to PM
LH = 2
BD*

Please contact Christina Pierce if you have any questions regarding this invoice.
cpierce@pdclab.com • 815.344.4044 x 1622

Minutes
Committee of the Whole
Public Safety and Finance and Personnel
September 23, 2019 6:00 p.m.

Call to Order - Mayor Mike Chamberlain:

Aldermen Present: R. Brereton, G. Crawford, W. Frank,
M. McGee, T. Porter, T. Ratcliffe,
D. Snow and C. Stevens.
Alderman Absent: M. Borowicz and M. Freeman.

Also in attendance:

Budget and Finance Director Becky Tobin, Director of Buildings Kip Countryman, City Treasurer Thornton, Public Works Director Brent Anderson, Community Development Planner Gina DelRose, Fire Chief Hyser, Police Chief Woody, Firefighter Travis Tangye, City Attorney Drella and City Clerk Arco.

Public Comment: None.

Public Forum: None.

Reports of Officers, Boards and Special Committees:

Mayor Chamberlain presented a Proclamation for BraveHearts' Trail to Zero Day to Amber Eck and Marshall Wolf.

Police Chief Woody with the help of Art and Kelly Krenzer of Alliance against Intoxicated Motorists (AAIM) recognized Police Officers McDermott, Korn, Garcia and Danielak for their D.U.I. enforcements/arrests in 2018.

Sikich Audit Review by Frederick Lantz.

1. Public Safety, Unfinished Business:

(A) Traffic Enforcement at Garfield and W. 5th Street.

Motion by Ald. Brereton, 2nd by Ald. McGee to replace yield signs at Garfield & W. 5th Street with stop signs. (This will return in ordinance form). Aye voice vote carried. Motion carried.

2. Public Safety, New Business:

- (A) Presentation by Firefighter Tangye - Compliance Engine.

Motion by Ald. Stevens, 2nd by Ald. Porter to authorize approval of entering into an agreement with Brycer Compliance Engine. Aye voice vote carried. Motion carried.

- (B) Hazmat Monitoring Equipment - donation from General Mills Foundation Hometown Grantmaking Program.

Motion by Ald. Crawford, 2nd by Ald. Porter to accept from General Mills Foundation Hometown Grantmaking Program a check in the amount of \$15,000. This check will be utilized for hazmat monitoring equipment - equipment budget 01-5-220-8200. Aye voice vote carried. Motion carried.

3. Finance & Personnel, Unfinished Business: None.

4. Finance & Personnel, New Business:

- (A) Azavar Governmental Solutions - Gas Utility Tax.

Motion by Ald. Snow, 2nd by Ald. Crawford to approve city attorney drafting an ordinance for gas use tax and an agreement with NICOR to collect tax. Aye voice vote carried. Motion carried.

- (B) Acceptance of First United Methodist Church General Mills Park Donation.

Motion by Ald. Crawford, 2nd by Ald. Ratcliffe to accept the donation from First United Methodist Church in the amount of \$9,778.94 for General Mills Park Project. Aye voice vote carried. Motion carried.

5. Other:

(A) Special Use Application - 300 S. Main Street.

Motion by Ald. Frank, 2nd by Ald. Crawford to approve waiving a new special use application fee of \$700 for the property at 300 S. Main Street (fee was already paid for a different project). Aye voice vote carried. Motion carried.

(B) General Overview - Cannabis Regulation and Tax Act presented by City Attorney Drella.

6. Adjournment:

Meeting adjourned at 7:25 p.m. Aye voice vote carried. Motion carried.

_____ Mayor

Attest: _____ City Clerk

Ordinance #468H
AN ORDINANCE AMENDING
SECTION 118-34, DANGEROUS, DEAD OR DISEASED TREES
OF THE CITY OF BELVIDERE MUNICIPAL CODE

BE IT ORDAINED by the Mayor and City Council of the City of Belvidere, Boone County, Illinois, as follows:

SECTION 1: Section 118-34, Dangerous, Dead or Diseased Trees - Removal, of the City of Belvidere Municipal Code is amended to read as set forth in the attached Exhibit A which is incorporated herein by this reference.

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

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

SECTION 4: This Ordinance shall be effective upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Ayes:

Nays:

Passed:

Approved:

Mayor Michael Chamberlain

ATTEST: _____

City Clerk Shauna Arco

(SEAL)

Sec. 118-34. – Dangerous, Dead, or Diseased Trees - Removal

- a. Any tree or shrub that overhangs any sidewalk, street or other public place in the city at a less height than eight feet or in such a way as to impede or interfere with traffic or travel on such public place shall be trimmed by the owner of the abutting premises or of the premises on which such tree or shrub grows, so that the obstruction shall cease.
- b. The owner of any tree in the City that constitutes a hazard to life or property or harbors disease constituting a threat to other trees shall remove such tree within thirty (30) days after written notice to do so from the City of Belvidere. Said notice shall be deemed given on the date it is mailed by deposit in the United States Mail or hand delivered to the owner. A person or other legal entity shall be deemed the owner of a tree if the majority of the base of the tree lies upon land that the person or other legal entity owns or holds a beneficial interest in said land.
- c. Factors to be considered in determining whether a tree constitutes a hazard to life or property include, but are not limited to, whether the tree is dead or dying (more than 50 percent of the leaves or needles missing at any time during the months of May – October) and whether the tree has significant damaged or broken limbs that are in danger of falling to the ground.
- d. The owner of any tree in the City that harbors harmful insects constituting a threat to other trees shall remove such tree within 30 days' notice from the City. Said notice shall be deemed given on the date it is mailed by deposit in the United States Mail or hand delivered to the owner. A person or other legal entity shall be deemed the owner of a tree if the majority of the base of the tree lies upon land that the person or other legal entity owns or holds a beneficial interest in said land.
- e. The failure, after notice provided above, to remove a tree is hereby deemed a public nuisance and a violation of this Chapter and shall be subject to fine as set forth in Section 1-9 of the City of Belvidere Municipal Code. A separate offense shall be deemed committed on each day that a violation occurs or continues commencing on the date notice is given to the owner as required above. In addition, a court of competent jurisdiction may issue injunctive relief ordering the owner of a tree to remove said tree.
- f. In lieu of seeking injunctive relief, if the owner fails or refuses to accomplish such removal within the required time period, the City shall have the right, but not the obligation, at the owner's expense, to cause such tree to be removed by City staff or by contractors hired by the City for such purposes. The costs of such removal shall be a debt owed to the City and constitute lien upon the property as provided by law. Failure to pay the amount owed may also result in proceedings by the City to collect any amounts owed.
- g. (Code 1982, § 93.13)

ORDINANCE #470H
AN ORDINANCE AMENDING SECTION 110-91, STOP STREETS,
OF THE CITY OF BELVIDERE MUNICIPAL CODE
TO ADD GARFIELD AVE. AT WEST 5th STREET
AS TWO WAY STOP

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

SECTION 1: Section 110-91, Stop Streets, of the City of Belvidere Municipal Code is hereby amended to add the intersection of Garfield Ave. and West 5th St. as a two way stop intersection on Garfield Ave. as follows:

Garfield Ave.	West 5 th St.	2 Way Stop on Garfield / North & South	
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SECTION 2: The Official Traffic Regulation Map shall be amended in conformance with this Ordinance.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Voting Aye:

Voting Nay:

BRYCER, LLC
4355 Weaver Parkway
Suite 330
Warrenville, IL 60555

June 7th, 2019

Belvidere Fire Department
123 S State St
Belvidere, IL 61008

Re: “The Compliance Engine”

Dear Belvidere Fire Department:

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, Belvidere Fire Department (“Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term:** Brycer will provide Client with the Solution for three years, commencing _____ (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.
2. **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.
3. **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:
 - ***Availability.*** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
 - ***Service Level.*** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
 - ***Backup.*** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate

administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Internet Explorer 11.0, Edge, Firefox version 37, Chrome 40 or Safari 7.1 (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [jurisdiction] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: _____
Its: _____

Acknowledged and Agreed to this
__ day of _____, 20 __:

[CLIENT]

By: _____
Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES.** BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER 'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of

security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email and work number.