



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Alderman Clayton Stevens	Vice Chairman Public Works
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Alderman Daniel Snow	Co-Chairman City-County
Alderman Daniel Arevalo	Vice-Chairman Finance and Personnel
Alderman Wendy Frank	Vice Co-Chairman City-County
Alderman Thomas Ratcliffe	Chairman Finance and Personnel
Alderman George Crawford	Chairman Public Safety
Alderman Mike McGee	Vice Chairman Building, Planning & Zoning
Alderman Marsha Freeman	Chairman Public Works
Alderman Ric Brereton	Vice Chairman Public Safety

AGENDA

March 23, 2020
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order – Mayor Mike Chamberlain.

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.
2. Public Safety, New Business:

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

3. Finance & Personnel, Unfinished Business: None.
4. Finance & Personnel, New Business:
 - (A) Ifiber Agreement.
 - (B) Intergovernmental Agreement for Information Technology Services between the City of Belvidere and Boone County.
 - (C) Acceptance of National League of Cities Institute (NLCI) City Innovation Ecosystems Grant.
5. Other:
 - (A) Logan Avenue – Phase 2 Design Engineering.
 - (B) WWTP -NPDES 5 Year Land Application Permit Renewal.
 - (C) Appleton Tree Planting Project – Bid Tabulation.
 - (D) General Mills Crosswalk Improvements.
 - (E) Block Party Request (Contingent upon termination of the Governor’s Orders limiting public gatherings) – 140 Beacon Drive.
6. Adjournment:

Memo

To: City Council
From: Mike Drella
CC:
Date: March 4, 2020
Re: Amending Traffic Code

The City has adopted the entire Illinois Vehicle Code, with certain exceptions, to allow police officers to write traffic tickets as a local ordinance. This is a benefit to defendants as it eliminates the possibility of jail time etc. for some charges, eliminates the need to arrest and book defendants in some cases and allows for a quicker resolution to pending cases. It assists the City as we receive 100% of fine revenues (not the court costs) and decreases paperwork and administrative work for the Police Department. Most municipalities do this.

Section 110-2 of the City Code specifically identifies some sections of the Illinois Vehicle Code that we did not adopt. Those sections must be written as state charges. For the most part they include serious misdemeanors like DUI or reckless driving. Section 110-2(5) also exempted a section of the Vehicle code that made certain speeding tickets (more than 35 mph over the speed limit) a class A misdemeanor.

That section of the Illinois Vehicle Code has been amended to provide that speeding 26 mph to 35 mph is a Class B Misdemeanor and 35 or more is a class A misdemeanor. I recommend amending Section 110-2 of the City Code to specifically include speeding tickets for speeds between 26 mph and 25 mph over the limit as a part of our local ordinance. This will allow officers to simply write a citation for the lower speeds without having to arrest and book defendants. It will also eliminate the possibility of jail for tickets written as a local ordinance and will allow for a quicker resolution, for defendants, of their cases.

RECOMMENDED MOTION:

Motion to amend Section 110-2(5), as recommend by the City Attorney, to only exclude 625 ILCS 5/11-601.5(b) from adoption of the Illinois Vehicle Code. 625 ILCS 5/11-601.5(a) would then be adopted as a local ordinance.

This will come back in ordinance form.

Sec. 110-2. - Exceptions.

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

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

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

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

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

Memo

To: City Council
From: Mike Drella
CC:
Date: March 9, 2020
Re: Ifiber

The Ifiber network is a fiber optic backbone administered in conjunction with NIU. It was put in place with the intent of providing high speed internet to governmental entities in Northern Illinois and is also available for commercial users. The City and County were both involved in its development and implementation. Several years ago, we connected to the Ifiber network to allow for the transition to a Voice over internet protocol phone system which saved significant amounts on our telephone services.

The Ifiber network is what now allows us to share IT services with the Boone County Sheriff's Dept. and the consolidation of network hosts with the Sheriff. It has also facilitated our moving some software systems to cloud based solutions to allow for greater reliability and redundancy. It of course also still serves as the backbone of our telephone system.

Our existing agreement with Ifiber expires June 30, 2020. Attached is the new agreement for Ifiber to provide high speed fiber to the City through 2025 at a cost of \$8,400.00 per year. The current cost is \$7,200.00 per year. According to NIU, the higher fee represents their actual cost of operating the system after the expiration of grant monies which helped offset costs in the early years.

RECOMMENDATION: Approve execution of the Master Services Agreement with Ifiber Resources Group.



MASTER SERVICES AGREEMENT

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

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

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. DELIVERY AND USE OF SERVICES

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

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

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

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

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

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

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

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

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

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



Illinois Fiber Resources Group

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

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

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

3. CHARGES, BILLING, AND PAYMENT

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

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

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

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



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

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

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

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

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

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

4. TERM

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

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

5. TERMINATION AND SUSPENSION

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

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

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



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

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

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

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

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

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

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

6. MAINTENANCE

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

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

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



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

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

7. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

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

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

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

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

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

8. MUTUAL INDEMNIFICATION

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

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

9 CONFIDENTIAL INFORMATION; PRIVACY

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

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

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



10. PROHIBITED USE.

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

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

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

11. SERVICE CREDITS

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

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

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

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

12. INSURANCE

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

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

13 MISCELLANEOUS TERMS

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

iFiber

City of Belvidere

By: _____

By: _____

Name: Matt Parks

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Exhibit A

Acceptable Use Policy

1. Overview

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

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

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

2. Remedial Action

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



**EXHIBIT B1
Service Order Form**

Organization: City of Belvidere

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

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

Effective Date: 1 July 2020

Expiration Date: 30 June 2025

iFiber SPIN number is 143035593

This agreement shall supersede all previous agreements.

Supported Locations

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

Services and Pricing

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

Equipment Provided for LIT Fiber Service access links

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

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

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

User Requirements

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



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

iFiber

City of Belvidere

By: _____

By: _____

Name: Matt Parks

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Memo

To: Mayor and City Council
From: Mike Drella
cc: City Clerk
Date: January 3, 2020
Re: Agreement for IT services and support

In the discussions regarding moving our phone systems to the PSB phone systems, I mentioned that we were also looking at moving all IT related services to the PSB IT Department. Unfortunately, the ransom attack we suffered in January expedited this process. The Sheriff has been kind enough to allow the use of the IT staff and to host our email, domain and file servers at the PSB so that we could regain operations. As such, the entire migration that we had planned on working toward over several months is effectively complete. If we are to maintain this relationship an Intergovernmental Agreement is necessary.

The City previously maintained four virtual servers on a single hardware server (what everyone thinks of as an actual server). Two servers handle our phone system, one is for email and one is our "domain server" and file server which handles all documents user authorization etc. Our email server is no longer supported and if we were to bring IT back in house it would need to be replaced. Unfortunately, to replace the email server requires replacing the entire hardware server with a cost exceeding \$13,000.00. This does not include user "Cals" which are the user licenses and must be paid regardless of how our email is handled or labor.

Complicating the issue, to handle our own email we must maintain spam and other threat protection. That license expired on January 20, 2020 with an annual renewal cost of \$2,634. Also, the current email configuration does not comply with best practices for FOIA and local records retention as it is not archived (backed up) and is not easily searchable in the event of a FOIA request. The cost of an archiver is approximately \$13,000.00.

As such, the total cost to retain our hosted email is \$13,000.00 and if we wish to obtain an archiver (which we should utilize) it would be approximately \$26,000.00. Obviously, if we retain our own non-email servers at some point we would have to replace the hardware, but that would be in the future. The ongoing annual cost to maintain our own email after the initial \$26,000.00 is at least \$2,634.

The most cost-effective option, is to continue the status quo with the PSB email server. Our approximate annualized cost would be \$840.00 per year which includes the cost of using an

email archiver which is searchable and would assist in FOIA requests. Essentially, we would get the full value of our own email server with archiver for a fraction of the cost.

Replacement of the file and domain servers is also very expensive and would require maintenance of certain virus protection and other services which is actually duplicative of what the Sheriff Department also offers. Further, storing our file server with the Sheriff allows consolidation of costs with some savings (although not as large as with the email server). More importantly, it allows for greater redundancy in power as well as back up. Because the Sheriff has the capability of running redundant servers, if we are victimized again in the future, the downtime would be much less than this last episode.

Finally, the proposed IGA requires us to pay ½ the salary of an average IT staff person. This will result in some cost increase to the City. However, it would be partially offset by savings on outside consulting we have utilized in the form of Entre Computer Solutions and Joel Shadden. In exchange, we will receive excellent IT support with the capability of not only putting fires out, but engaging in preventative maintenance and strategic planning. Frankly, the time of having the City Attorney play IT guy and simply getting by is long past us.

RECOMMENDED MOTION: Approve the Intergovernmental Agreement for Information Technology Services with Boone County as presented.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5) IT DEPARTMENT PERSONNEL.

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

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

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

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

- c) The County agree that the City shall not be responsible for any cost of any additional (more than the current three) employees to the IT Department unless it consents to the additional position and cost in writing.
- 6) CONFIDENTIALITY AND SECURITY:
- a) The IT Department shall store all data of the Parties in a manner that utilizes best practices to maintain confidentiality and protection from data breaches. The Parties' data shall be maintained in such a manner such that no Party shall have access to the any other Party's data through the use of segregated virtual servers, password protection, file permissions systems, etc.
 - b) The IT Department will necessarily have access to each Party's data. The IT Department, and its personnel, shall maintain strict confidentiality of each Party's data and shall not disclose any such data, and shall not disclose the nature of any such data to another Party or any third Party.
 - c) The IT Department shall maintain best practices in ensuring that all servers, software and data are protected from external security breaches or "hacks" including, but not limited to, maintenance of appropriate virus protection software, spam protection and firewalls.
- 7) COMPENSATION:
- a) The City shall pay the County an annual sum for the services of the IT Department. The compensation shall equal 50% of the average IT employee (excluding supervisor) compensation package including, but not limited to, salary, employer contributions for Worker's Compensation, pension plans and health insurance. For the purpose of calculating the Compensation, the average IT employee's salary shall be calculated utilizing the County's fiscal year.
 - b) Payment of the compensation amount shall be made in two installments, in May and October.
- 8) TERMINATION:
- a) This Agreement shall be for an initial term of five (5) years after it is ratified and signed by the parities. During the initial term it may only be amended or terminated by the mutual written consent of the Parties.
 - b) Unless a Party provides notice to terminate the Agreement at least one-hundred and eighty (180) days prior to the termination of the initial term, the Agreement shall continue beyond the initial term. After the initial term, any Party may terminate this Agreement upon one-hundred and eighty (180) days notice to the other Parties.
 - c) In the event this Agreement is terminated, the IT Department shall facilitate the conversion of IT services of each Party to a new vendor or to in house staff, including, but not limited to recommendations on necessary

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

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

9) MISCELLANEOUS:

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

If to County: To: Board Chairman of the

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

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

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

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

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

Signed this _____ day of _____, 2020.

By: _____
Karl Johnson
Chairman Boone County Board

By: _____
Michael W. Chamberlain
Mayor City of Belvidere

Attest: _____
Boone County Clerk

Attest: _____
City Clerk

Z:\MISC\IT IGA.doc

Compensation Package for County IT

IT Employee #1		<u>Input</u>
Annual Salary	\$59,612.80	\$28.66
Social Security (6.2%)	\$3,695.99	
Medicare (1.45%)	\$864.39	
Pension (9.11%)	\$5,430.73	
Medical Insurance	\$23,792.88	
Dental Insurance	\$693.60	
Vision Insurance	\$63.96	
Total Compensation	\$94,154.35	

IT Employee #2		<u>Input</u>
Annual Salary	\$61,235.20	\$29.44
Social Security (6.2%)	\$3,796.58	
Medicare (1.45%)	\$887.91	
Pension (9.11%)	\$5,578.53	
Medical Insurance	\$23,792.88	
Dental Insurance	\$693.60	
Vision Insurance	\$63.96	
Total Compensation	\$96,048.66	

The average IT compensation package is \$ 95,101.51

One half of IT average compensation package is **\$ 47,550.75**

President
Karen Freeman-Wilson
Mayor
Gary, Indiana

First Vice President
Joe Buscaino
Councilmember
Los Angeles, California

Second Vice President
Kathy Maness
Councilmember
Lexington, South Carolina

Immediate Past President
Mark Stodola
Mayor
Little Rock, Arkansas

Chief Executive Officer/
Executive Director
Clarence E. Anthony

Deputy Executive Director
Antoinette A. Samuel

**Honorable, Mayor Chamberlain
City of Belvidere, IL
Belvidere City Hall 401, 50 Whitney Blvd
Belvidere, IL 61008**

Dear Mayor Chamberlain & Ms. Tobin,

The National League of Cities Institute (NLCI) City Innovation Ecosystems program is pleased to offer a grant amount of \$20,000 to the City of Belvidere, IL on behalf of *Growth Dimensions* to support the work of connecting with local entrepreneurs and support future growth through the FastTrac Affiliate organization.

By accepting this grant, your city and/or partner organization agree to:

- Help cover the costs of professional time needed to contract with resource entrepreneurship educational program FastTrac Affiliate organization;
- FastTrac Affiliate organization agrees to complete FastTrac New Affiliate Onboarding, including:
 - FastTrac Program Director - Complete Welcome Call with FastTrac team
 - FastTrac Program Director – Complete FastTrac Affiliate Rep Mentoring call
 - FastTrac Program Director – Identify course facilitator
 - FastTrac Facilitator – Complete FastTrac Virtual Facilitator Training
- FastTrac Affiliate organization agrees to deliver two facilitated FastTrac courses, reaching approximately 20+ early stage entrepreneurs
- Keep NLC staff apprised of implementation progress, including setbacks or unexpected challenges, staffing changes, or proposed budget changes over 10% throughout the grant period;
- Provide an interim progress report to NLCI on or before June 15, 2020;
- Return to NLCI any remaining unused funds as of December 31, 2020.

There will be **one** disbursement of the grant funds made within 30 days of receiving a signed copy of the attached Grant Receipt Statement. The grant funds must be spent during the period of **1/1/2020** through **12/31/2020**.

If you have any questions or would like more information, please contact **Alejandro Manzanares, Program Manager**, at **787-647-0333** or manzanares@nlc.org

Sincerely,

BELVIDERE PUBLIC WORKS

401 Whitney Boulevard

Belvidere, IL 61008

Phone 815-544-9256

Fax: 815-544-4255

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: June 4, 2019
Re: Logan Avenue - Phase 2 Design Engineering

Arc Design Resources has completed the Phase 1 design work for the Logan Avenue rehabilitation Project and reviewed those plans with IDOT regarding ITEP (Intermodal Transportation Enhancement Program) funding. Based on the grant eligible items being limited to sidewalks and driveways and the corresponding federal design requirements, ITEP Funds for this particular project will not be applied for.

ComEd has completed their initial review of the preliminary plans and has determined that twenty poles will need to be relocated in order to eliminate current sidewalk conflicts. ComEd and Frontier are requiring pre-final design plans to continue their utility pole relocation efforts.

The engineering design proposal from Arc Design Resources for the Logan Avenue Rehabilitation Project was \$95,000, broken down into two phases. Phase 1 was not-to-exceed \$45,000 and Phase 2 is not-to-exceed \$50,000. Their proposal is based on the current estimated construction cost for this project of \$1,900,000,

I would recommend approval of the proposal from Arc Design Resources, in an amount not-to-exceed \$50,000.00, to complete the Phase 2 Design Engineering for the Logan Avenue Rehabilitation Project. This work will be paid for from the proceeds of the local motor fuel tax.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 3/17/2020
Re: WWTP – NPDES 5 Year Land Application Permit Renewal

Our NPDES 5 Year Land Application Permit is due to expire on August 31, 2020. We land apply over 5,000,000 gallons of sludge per year on area agricultural property. We have received a work order from Baxter & Woodman in an amount not-to-exceed \$5,000 to prepare and submit the land application permit renewal to IEPA.

I would recommend approval of the work order from Baxter & Woodman, in an amount not-to-exceed \$5,000.00, for the preparation and submittal of the Land Application Permit to the IEPA. This work will be paid for from the Sewer Account #61-5-820-6190.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 3/16/2020
Re: Appleton Tree Planting Project – Bid Tabulation

Attached to this memo is the itemized unit price bid tabulation for furnishing trees for the Appleton Road Tree Planting Project.

Based on the bids submitted, I would recommend the following motions:

1. Motion to purchase six trees from Clavey's Nursery, in the amount of \$870.00, for the Appleton Road Tree Planting Project.
2. Motion to purchase 45 trees from J Carlson Growers, in the amount of \$6,725.00, for the Appleton Road Tree Planting Project.
3. Motion to purchase 18 trees from St. Aubin Nursery, in the amount of \$3,053.00, for the Appleton Road Tree Planting Project.

All trees purchased will be paid for from the IDNR/US Forest Service Grant received for this project.

Tabulation of Bids

Local Public Agency: Belvidere Date: 12-Mar-20
 County: Boone Time: 10:00 AM
 Section: Appleton Tree Planting Appropriation: \$12,815
 Estimate: 0.00

Attended By: _____

Item No.	Item	Delivery	Unit	Quantity	Name of Bidder:		Clavey's Nursery		J Carlson Growers		St. Aubin Nursery	
					Address of Bidder:	Unit Price	Total	Address of Bidder:	Unit Price	Total	Address of Bidder:	Unit Price
1	Autumn Brilliance Serviceberry, 8'		ea	3	\$ -	\$ -	\$ -	150.0000	\$ 450.00	219.0000	\$ 657.00	
2	Robin Hill Serviceberry, 2"		ea	3	\$ -	\$ -	\$ -	180.0000	\$ 540.00	180.0000	\$ 540.00	
3	Autumn Blaze Maple, 2"		ea	1	\$ -	\$ 140.00	\$ 140.0000	285.0000	\$ 285.00	160.0000	\$ 160.00	
4	October Glory Red Maple, 2"		ea	1	\$ -	\$ -	\$ -	180.0000	\$ 180.00	174.0000	\$ 174.00	
5	Autumn Fest Maple, 2"		ea	1	\$ -	\$ -	\$ -	-	\$ -	195.0000	\$ 195.00	
6	Bonfire Sugar Maple, 2"		ea	1	\$ -	\$ -	\$ -	-	\$ -	195.0000	\$ 195.00	
7	Green Mountain Sugar Maple, 2"		ea	2	\$ -	\$ 280.00	\$ 140.0000	180.0000	\$ 360.00	185.0000	\$ 370.00	
8	Black Maple, 2"		ea	1	\$ -	\$ -	\$ -	180.0000	\$ 180.00	210.0000	\$ 210.00	
9	River Birch, 8' Clump		ea	3	\$ -	\$ 450.00	\$ 150.0000	140.0000	\$ 420.00	170.0000	\$ 510.00	
10	Katsura Tree, 2"		ea	3	\$ -	\$ -	\$ -	270.0000	\$ 810.00	-	\$ -	
11	Kousa Dogwood, 8' Clump		ea	3	\$ -	\$ -	\$ -	225.0000	\$ 675.00	-	\$ -	
12	Fringe Tree, 2"		ea	3	\$ -	\$ -	\$ -	150.0000	\$ 450.00	-	\$ -	
13	Eastern Red Cedar, 6'		ea	1	\$ -	\$ -	\$ -	110.0000	\$ 110.00	-	\$ -	
14	Tulip Tree, 2"		ea	6	\$ -	\$ 660.00	\$ 110.0000	345.0000	\$ 660.00	190.0000	\$ 190.00	
15	Butterfly Magnolia, 2"		ea	1	\$ -	\$ -	\$ -	150.0000	\$ 150.00	-	\$ -	
16	Cardinal Crab, 2"		ea	2	\$ -	\$ -	\$ -	110.0000	\$ 220.00	-	\$ -	
17	Coralburst Crab, 2"		ea	3	\$ -	\$ -	\$ -	-	\$ -	-	\$ -	
18	Prairie Maid Crab, 8' Clump		ea	2	\$ -	\$ -	\$ -	110.0000	\$ 220.00	-	\$ -	
19	Red Jewel Crab, 2"		ea	2	\$ -	\$ -	\$ -	110.0000	\$ 220.00	170.0000	\$ 340.00	
20	Golden Raindrops Crab, 2"		ea	1	\$ -	\$ 140.00	\$ 140.0000	110.0000	\$ 110.00	-	\$ -	
21	Black Gum Tupelo, 2"		ea	1	\$ -	\$ -	\$ -	270.0000	\$ 270.00	205.0000	\$ 205.00	
22	Ironwood, 2"		ea	2	\$ -	\$ -	\$ -	200.0000	\$ 400.00	175.0000	\$ 350.00	
23	Eastern White Pine, 6'		ea	7	\$ -	\$ -	\$ -	180.0000	\$ 1,260.00	150.0000	\$ 1,050.00	
24	American Quaking Aspen, 2"		ea	3	\$ -	\$ -	\$ -	120.0000	\$ 360.00	-	\$ -	
25	Swamp White Oak, 2"		ea	2	\$ -	\$ 300.00	\$ 150.0000	200.0000	\$ 400.00	175.0000	\$ 350.00	
26	Red Oak, 2"		ea	1	\$ -	\$ 150.00	\$ 150.0000	300.0000	\$ 300.00	184.0000	\$ 184.00	
27	Dark Green Arborvitae, 6'		ea	6	\$ -	\$ 810.00	\$ -	135.0000	\$ 810.00	-	\$ -	
28	Techny Mission Arborvitae, 6'		ea	6	\$ -	\$ 990.00	\$ -	165.0000	\$ 990.00	-	\$ -	
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Bid:												
					As Read:	1,460.00				11,065.00		5,680.00
					As Calculated:							

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 3/18/2020
Re: General Mills Crosswalk Improvements

The County has begun the reconstruction of the Poplar Grove Road bridge. The construction limits for this project includes a portion of East Pleasant Street in the City's jurisdiction. The new bridge will be approximately two feet higher in elevation in order to meet current standards, which will require the reconstruction of a portion of East Pleasant Street to transition to the new bridge elevation. The road work will be done and paid for by the County as part of their bridge project.

Also located within this transition zone is a crosswalk for General Mills employees. General Mills would like to keep this crosswalk in its current location. The crosswalk will have to be rebuilt to match the new grade elevations and must also include ramps to make it ADA accessible. Plans for the crosswalk improvements must be completed and approved by IDOT prior to getting pricing from the bridge contractor, Civil Construction, to complete the work. The crosswalk improvements must be completed prior to the final inspection of the bridge project.

We have received a proposal from Hanson Professional Services to complete the plans for the crosswalk improvements, at a cost not-to-exceed \$23,975.00. General Mills has agreed to reimburse the City for all costs associated with the engineering and construction of the crosswalk improvements. A copy of the Crosswalk Agreement with General Mills, prepared by the City Attorney, is attached.

I would recommend approval of the proposal from Hanson Professional Services, in an amount not-to-exceed \$23,975.00, for the General Mills Crosswalk Improvements. This work will be paid for from Line Item #41-5-110-8020 and reimbursed by General Mills.

I would further recommend approval of the Crosswalk Agreement with General Mills.

**Hanson Professional Services Inc.
PSA C-20L0047**

THIS PROFESSIONAL SERVICES AGREEMENT (PSA) is made this 5th day of March 2020 between the City of Belvidere, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this PSA, Client retains Hanson to provide professional services in connection with the design of new pedestrian accommodations for General Mills, subsequently referred to as "Project."

By this PSA, the scope of Hanson's services on Project is limited to that described in Attachment A.

The attached General Conditions (C/S, Rev. 7) are incorporated into and made a part of this PSA.

Client agrees to compensate Hanson for providing the above services in the manner described in Attachment B.

Client and Hanson hereby agree to and accept the terms and conditions stated above, including terms and conditions stated in the attached General Conditions, the receipt of which is acknowledged.

Hanson Professional Services Inc.

Client

By: Stuart M. Kemp

By: _____

Title: Vice President

Title: _____

Date: 3/5/2020

Date: _____

Attachment A – Scope of Services

PSA C-20L0047

Effective Date: 3/5/2020

Project Description:

Boone County will be replacing the Poplar Grove Road Bridge over Kishwaukee River during the 2020 construction season. The Belvidere General Mills facility is located adjacent to the south end of the bridge. Currently General Mills utilizes a mid-block cross walk and stairs to accommodate employee access to the main plant on the west from a parking lot on the east. As part of the County's bridge project, the existing crosswalk and stairs will be removed.

General Mills desires to construct ADA-compliant crosswalk, ramps and stairs to replace the existing stairs and crosswalk. A temporary crosswalk and new sidewalk segments will be constructed near the southerly limits of the bridge project to accommodate pedestrians while the existing stairs and crosswalk are being replaced.

The City of Belvidere (Client) is the lead agency for the design and construction of the proposed ADA ramps and stairs.

Scope of Services:

The Scope of Services to be provided by the Hanson is limited to the following:

1. Provide engineering design for new ADA-compliant accommodations connecting the existing parking lot east of Poplar Grove Road to the main employee entrance on the west side of Poplar Grove Road. Accommodations will include curb ramps, detectable warnings, sidewalks, ramps, stairs, landings, pipe handrails, segmental concrete block retaining walls, and crosswalk. This work also includes the removal and re-installation of existing crosswalk warning lights. The new crossing and accommodations will be in the same approximate location as the current crosswalk.
2. Prepare plans and details necessary for General Mills to negotiate a price with Civil Constructors to construct the proposed improvements during construction of the bridge replacement project. Plans will be prepared in sufficient detail to document ADA code compliance for IDOT review.
3. Submit preliminary plans to Client and General Mills for review and comment by April 10, 2020.
4. Address review comments and submit pre-final plans to Client for submittal to IDOT for review relative to ADA compliance.
5. Address IDOT comments and prepare final plans and specifications. Specifications will consist of general notes on the plans referencing the IDOT Standard Specifications for Road and Bridge Construction. Applicable IDOT Highway Standards will be included as part of the plans.
6. Quantify major pay items and prepare a preliminary opinion of probable construction cost based on these quantities.
7. Attend one meeting with Client and/or General Mills through the submittal of final plans.
8. Answer requests for information during negotiations with Contractor.
9. Provide project and task management.

Deliverables:

Deliverables will consist of plans, details and technical specifications necessary for General Mills to negotiate a price for constructing the improvements with Civil Constructors. Plans will not be prepared to the level typically required for an IDOT design-bid-build project. Plans will be prepared to enough detail to allow IDOT to review for compliance with applicable ADA standards. Specifications in the form of general notes on the plans will only be provided for work not covered by the IDOT Standard Specifications for Road and Bridge Construction. Front-end documents or contracts between Owner and Contractor, if required, will be provided by others.

Assumptions:

1. Stairs will be 8' wide. Rails will be set in 12" each side to provide a 6' clear width.
2. Ramps will be 6' wide. Rails will be set in 12" each side to provide a 4' clear width.
3. The narrow (minimum) landing dimension will be 7' so that the clear dimension between rails is 5'.
4. Pipe handrail will be stainless steel and will be sized for applicable rail loads.
5. General Mills will provide the following:
 - a. Specifications for a segmental concrete block retaining wall that was recently constructed nearby.
 - b. Available information regarding the crosswalk warning lights to be relocated.
 - c. Direction regarding the desired stone riprap material to be used to cover inaccessible slopes within the areas bounded by ramps and stairs.
6. Ramps may encroach on existing parking spaces in General Mills' west parking lot. Up to four parking spaces may be impacted or lost as a result of the improvements.
7. Existing quantities for the bridge project will not need to be revised to reflect the ADA crossing work. Quantity adjustments for the bridge project will be made during construction by the Phase III engineer.
8. The proposed improvements will be constructed during the road closure used for the bridge replacement project. Therefore, no additional traffic control will be required.
9. Hanson has completed preliminary design, plans and quantities for a new pedestrian crossing near the south end of the bridge project. Because this crossing will now become temporary and be relocated outside of the bridge project limits, additional design services will be provided others as part of other sidewalk improvements.

Excluded Scope Items:

Scope items specifically excluded from this contract include:

1. Construction phase services, including submittal reviews, on-site observation, material testing oversight, review of pay requests, or responding to RFI's during construction.
2. Revisions to plans or quantities for bridge construction project.
3. Further design services associated with temporary pedestrian crossing to be located south of bridge project limits.
4. Land acquisition services, if required.

5. Supplemental surveys required due to changed field conditions or if needed to provide coverage for areas not previously surveyed.

Any of the above services can be provided at additional cost, if requested.

Attachment B – Charges for Services

PSA C-20L0047

Effective Date: 3/5/2020

Basis of Charges:

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of Hanson's direct labor costs times a factor of 2.950, plus reimbursable project expenses. Billings will be issued at least monthly and will be based upon total services completed and expenses incurred at the time of the billing.

Cost of Services:

The amount of effort necessary to complete the required Scope of Services will depend upon several factors, including the amount of effort required to obtain appropriate direction and input from General Mills as well as the extent of IDOT review and associated comments.

We estimate the total cost to accomplish the proposed Scope of Services for this project will be between \$\$18,500 and \$19,500. In addition to the fee shown above, Hanson has already incurred \$4,475 of fees associated with the south pedestrian crossing that will now be relocated and converted to a temporary crossing.

Therefore, Hanson agrees not to exceed a total compensation of \$23,975 without prior authorization from Client.

General Conditions

Hanson Agreement: C-20L0047

Agreement Date: March 5, 2020

Project Name: General Mills ADA Crossing & Accommodations

1. Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses

and expenses including court costs and attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. Hanson is not acting as a municipal advisor to CLIENT as defined by the Securities and Exchange Commission.

5. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

6. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

7. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest

extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

8. Contingency Fund: The Client and Hanson acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against Hanson or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

9. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the Project, whichever is greater. This limitation pertains to HANSON and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement,

including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

10. Personal Liability: It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.

11. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

12. Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completions. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.

13. Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this

Agreement or this Project shall be submitted to nonbinding mediation.

14. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

15. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

16. Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.

17. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

18. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

19. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

20. Record Drawings: CLIENT agrees that HANSON's preparation of record drawings, when such preparation is included in the scope of services and such preparation is based on information furnished by the Contractor and/or other third parties, will be made under the assumption that all furnished information is reliable and that HANSON cannot and does not warrant the accuracy of the furnished information. In the event that the scope of services additionally provides for HANSON to conduct surveys, investigations, and field measurements to collect or verify the information needed for the record drawings, HANSON will conduct such services with the standard of care as set forth in these General Conditions

21. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement,

and said party shall not disclose such information to any third party.

22. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

23. Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

24. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

25. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

26. Modification to the Agreement: CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

27. Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Hanson Professional Services Inc.
General Mills ADA Accommodations
Multiplier

Enter your data in light green cells

2,950

Role: PM -SK PE-KA Eng-RH Eng-PL Eng-ES Tech-MM St. Eng-TB
Labor Category

Task #	Task Description	Total	Expenses	15	100%	Other Direct Costs	Travel	Other	Ave Hourly Rate	Total Hours	154	31	22	8	4	49	24	16
		\$	\$	\$	% of Total	Printing	Postage		\$	Hours	EA/VI	EA/VI	EA/VI	EA/VI	EA/VI	EA/VI	EA/VI	EA/VI

1	Previously Completed South Crosswalk Effort	4,475	-	-	18%	-	-	-	151.71	30	7	6	0	0	0	16.5	0	0
2	Coordination and planning	872	-	-		-	-	-	218.12	4	4							
3	Design, plans and estimates	3,603	-	-		-	-	-	141.29	26	3	6				16.5		
4		-	-	-		-	-	-		-	-	-	-	-	-	-	-	-
5		-	-	-		-	-	-		-	-	-	-	-	-	-	-	-
6		-	-	-		-	-	-		-	-	-	-	-	-	-	-	-
7		-	-	-		-	-	-		-	-	-	-	-	-	-	-	-
8		-	-	-		-	-	-		-	-	-	-	-	-	-	-	-

9	New Crosswalk and Ramps	19,165	15	15	61%	-	-	-	154.35	124	24	18	8	4	32	24	10	
10	Layout crosswalk, sidewalks, stairs and ADA ramps	2,344	-	-		-	-	-	148.51	16	6	1		2	8			
11	Update existing P&P sheets	729	-	-		-	-	-	121.56	6	1	1			5			
12	Prepare sidewalk, ramp & stair sheets (2 sheets)	1,753	-	-		-	-	-	121.56	6	1	1			5			
13	Prepare ramp Section sheets (2 sheets)	1,670	-	-		-	-	-	125.24	14	2	2		2	10			
14	Check structural adequacy of SS posts and rails	619	-	-		-	-	-	119.31	14	2	2		8	4			
15	Stair and ramp reinforcement and details	1,239	-	-		-	-	-	206.44	3	1							
16	Retaining wall layout (sections and elevations)	2,076	-	-		-	-	-	206.44	6	2							
17	Prepare structural plans	3,504	-	-		-	-	-	207.61	10	4							
18	Pedestrian signal relocation and foundations	401	-	-		-	-	-	125.13	28	2							
19	Specs	837	-	-		-	-	-	200.60	4	2	1						
20	Coordination with General Mills	436	-	-		-	-	-	209.36	2	1	1						
21	Preliminary submittal to City and General Mills	419	-	-		-	-	-	218.12	2	2	1						
22	Preliminary submittal to IDOT	218	-	-		-	-	-	209.36	2	1	1						
23	Final submittal	218	-	-		-	-	-	218.12	1	1	1						
24	Respond to RFIs during negotiations with Contractor	1,073	-	-		-	-	-	218.12	1	1	1						
25	Project management and meeting attendance	887	-	-		-	-	-	214.62	5	4	1						
26		-	-	-		-	-	-	218.12	4	4							

28		-	-	-		-	-	-		-	-	-	-	-	-	-	-	-
29		-	-	-		-	-	-		-	-	-	-	-	-	-	-	-
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41		-	-	-		-	-	-		-	-	-	-	-	-	-	-	-
42		-	-	-		-	-	-		-	-	-	-	-	-	-	-	-

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

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

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

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

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

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

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

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

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

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

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

By: THE CITY OF BELVIDERE

By: _____
Michael W. Chamberlain, Mayor Date

Attest: _____
Sarah Turnipseed, City Clerk Date

By: General Mills Operations

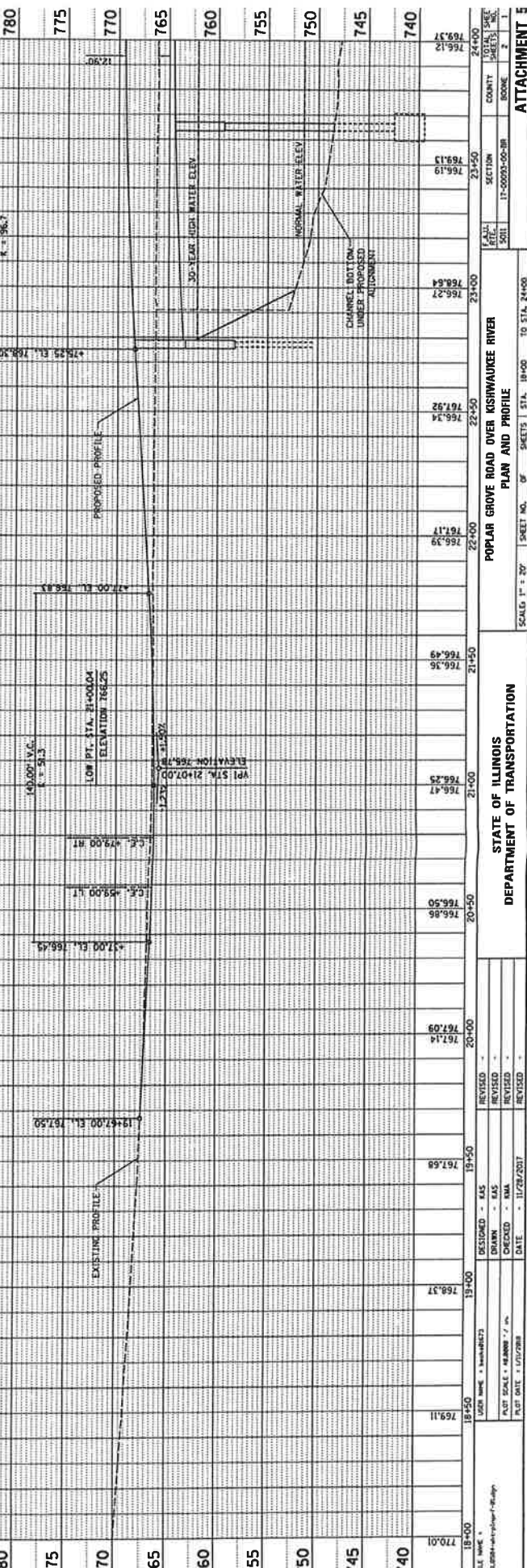
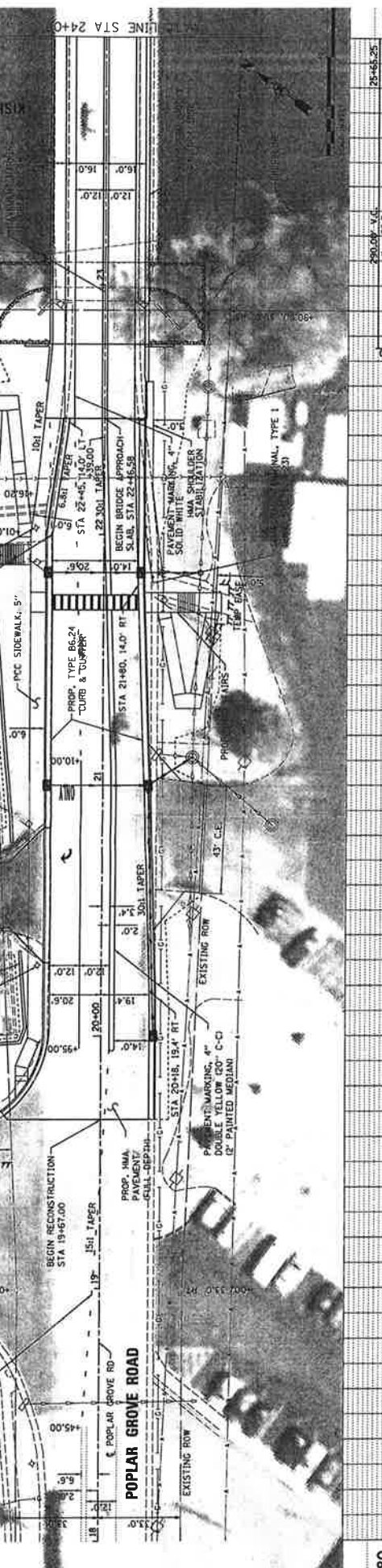
By: _____
Its: Authorized Signatory Date

PLANS
 DATE: 1/21/2017
 DRAWN: MHA
 CHECKED: MHA
 DESIGNED: EAS
 PROJECT: POPLAR GROVE ROAD OVER KISHWAUKEE RIVER
 SHEET NO. OF SHEETS: STA. 18+00 TO STA. 24+00
 COUNTY: BOONE
 SECTION: 17-00003-00-BR
 SCALE: 1" = 20'

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

POPLAR GROVE ROAD OVER KISHWAUKEE RIVER
 PLAN AND PROFILE

ATTACHMENT 5



NO.	DATE	BY	REVISION
1	1/21/2017	MHA	ISSUED FOR BIDDING
2	1/21/2017	MHA	REVISED PER COMMENTS
3	1/21/2017	MHA	REVISED PER COMMENTS
4	1/21/2017	MHA	REVISED PER COMMENTS

NO.	DATE	BY	REVISION
1	1/21/2017	MHA	ISSUED FOR BIDDING
2	1/21/2017	MHA	REVISED PER COMMENTS
3	1/21/2017	MHA	REVISED PER COMMENTS
4	1/21/2017	MHA	REVISED PER COMMENTS

NO.	DATE	BY	REVISION
1	1/21/2017	MHA	ISSUED FOR BIDDING
2	1/21/2017	MHA	REVISED PER COMMENTS
3	1/21/2017	MHA	REVISED PER COMMENTS
4	1/21/2017	MHA	REVISED PER COMMENTS

PRELIMINARY PLANS

NO.	DATE	BY	REVISION
1	1/21/2017	MHA	ISSUED FOR BIDDING
2	1/21/2017	MHA	REVISED PER COMMENTS
3	1/21/2017	MHA	REVISED PER COMMENTS
4	1/21/2017	MHA	REVISED PER COMMENTS

mm

City of Belvidere • Illinois

City Hall: 401 Whitney Blvd.
Belvidere, Illinois 61008-3710
(815) 544-2612 • Fax (815) 544-3060

BLOCK PARTY REQUEST FORM Street Closure Required

Requested by: Alycia Brandeis + Eric Walczak

Address: 140 Beacon Drive

Date of Block Party: July 11, 2020

Time of Block Party: 3pm - 12:00 a.m.

Estimated number of
Individuals participating: 80 people

Description of Planned
Activities:

wedding Reception

Barricade intersection of

Andrews Dr. & Beacon up to

152 Beacon Dr.

The undersigned hereby acknowledges, understands and agrees to the following: If this request is authorized by the Belvidere City Council it is the responsibility of participants to place from and return street barricades to the terrace.

Furthermore, section 10-40 of the Belvidere Code of Ordinances prohibits use of alcoholic liquor on any public street or sidewalk. This ordinance states "it shall be unlawful to any person to consume alcoholic liquor or to have any alcoholic liquor in his possession...on any public street, sidewalk, etc." This ordinance applies to block parties.

ASBml

Signature of Resident

51

Phone Number of Resident

2/4/2020

Date

