



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Alderman Clayton Stevens	Vice Chairman Public Works
Alderman Tom Porter	Chairman Building, Planning & Zoning
Alderman Daniel Snow	Co-Chairman City-County
Alderman 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

May 11, 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. Building, Planning & Zoning, Unfinished Business: None.
2. Building, Planning & Zoning, New Business: None.
3. Public Works, Unfinished Business: None.

4. Public Works, New Business:
 - (A) Rebuild Illinois Bond Funds – Logan Avenue Rehabilitation Project.
 - (B) WWTP SCADA System – DCEO Rebuild Illinois Public Infrastructure Grant Application.
 - (C) Public Works Software Upgrade.
 - (D) Resolution for Improvement Under the Illinois Highway Code.

5. Other:
 - (A) Sale of former Manley lot to the Community Building Complex Committee of Boone County.
 - (B) Appointment of Lydia Gonzalez to the Ida Public Library Board of Trustees.
 - (C) Appointment of Matthew Fleury for Ward #4 Alderman.
 - (D) Video Gaming Fees.
 - (E) Authorization to apply for a COSSAP Grant police officer.

6. Adjournment:

May 6, 2020

Mayor Chamberlain:

I have had the honor and privilege to serve the City of Belvidere as Alderman of the 4th Ward for the last 15 years. I submit this letter as my resignation from the duties of Alderman effective May 6, 2020.

Respectfully submitted,

George F. Crawford

George F. Crawford

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 5/6/2020
Re: Rebuild Illinois Bond Funds – Logan Avenue Rehabilitation Project

Attached to this Memo is IDOT Circular Letter 2020-11, Dated May 1, 2020, announcing Rebuild Illinois Bond Funds for Local Public Agencies. This 1.5 billion grant program will be disbursed to local agencies based on our current MFT formula. We will receive two disbursements per year for the next three years and each disbursement is estimated to be approximately \$281,000.00 for an estimated total grant received of \$1,686,000.00. This money must be used for a bondable transportation improvement project. Our Logan Avenue Rehabilitation Project would qualify for this grant funding.

I would recommend the City utilize the Rebuild Illinois Bond Fund Grant for the Logan Avenue Rehabilitation Project.



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois 62764

CIRCULAR LETTER 2020-11

REBUILD ILLINOIS BOND FUNDS TO LOCAL PUBLIC AGENCIES.

COUNTY ENGINEERS / SUPERINTENDENTS OF HIGHWAYS / MUNICIPAL ENGINEERS / DIRECTORS OF PUBLIC WORKS / MAYORS / METROPOLITAN PLANNING ORGANIZATIONS – DIRECTORS / TOWNSHIP HIGHWAY COMMISSIONERS / CONSULTING ENGINEERS

The Illinois Department of Transportation (IDOT) has been authorized to implement a \$1.5 billion grant program using proceeds from general obligation (transportation, series A) bonds authorized in the REBUILD Illinois capital program to provide Local Public Agencies (LPAs) with the funds for capital projects. The first REBUILD Illinois grants, which will be awarded and disbursed in the week of May 4th, 2020 will total \$250 Million. Grants will be allotted among LPAs based on the regular Motor Fuel tax (MFT) formula. However, keep in mind that these are not MFT disbursements. Rather, they are grants made from bond proceeds that must be used for capital projects and for which separate accounting will be required.

The money for REBUILD Illinois grants comes from proceeds of general obligation bonds authorized pursuant to subsection (a) of Section 4 of the General Obligation Bond Act (30 ILCS 330/4). IDOT is authorized to use these funds to make grants “for planning, engineering, acquisition, construction, reconstruction, development, improvement, extension, and all construction-related expenses of the public infrastructure and other transportation improvement projects.” Thus, the grants may be used by LPAs only for those purposes.

At this time IDOT intends to award and disburse REBUILD Illinois grants twice each year over a period of 3 years. We expect to award \$1.5 billion in six (6) disbursements of \$250 million each over the 3 years. The exact dates of the distributions will vary depending on the timing of the bond sales and identifiable needs of the LPAs.

LPA's may view their estimated total allotments online at <http://www.idot.illinois.gov/transportation-system/local-transportation-partners/county-engineers-and-local-public-agencies/mft-distribution/index#rib>

Funds received from these REBUILD Illinois grants must be deposited into the LPA's MFT account. However, grant funds must be separately accounted for, and expenditures must be in accordance with purposes authorized in subsection (a) of Section 4 of the General Obligation Bond Act. To qualify to be funded with REBUILD Illinois grant proceeds, a project will need to be a bondable capital improvement. In general, transportation improvement projects with an average

useful life of greater than or equal to 13 years will be considered bondable capital improvements.

Examples of bondable projects may include, but are not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger bondable project.

Design Standards shall meet the minimum requirements established in the Bureau of Local Roads Manual. Federal projects using bondable matching funds shall meet the minimum Federal requirements established in the Bureau of Local Roads Manual.

Examples of non-bondable expenditures may include, but are not limited to: administrative expenses, paying off existing bond debt, Long Range Development plans, feasibility studies, archeological research and exploration, preservation activities, repairs to existing roads and bridges such as sandblasting, painting, sealing or resurfacing, seeding or sodding for erosion control, normally anticipated repairs such as patching concrete, filling or sealing cracks and painting.

An LPA that receives a grant award of less than \$45,000 out of the \$250,000,000 disbursement may use the grant award for typically non-bondable, but MFT eligible, expenditures for repairs to existing roadways and bridges such as sandblasting, painting, sealing or resurfacing, seeding or sodding for erosion control, normally anticipated repairs such as patching concrete, filling or sealing cracks and painting, but are strongly encouraged to use these grant awards for transportation capital improvements. Design or Maintenance Standards shall meet the minimum requirements established in the Bureau of Local Roads Manual.

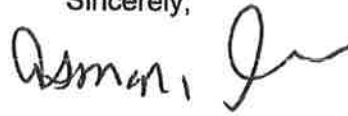
All REBUILD Illinois grants shall be associated with an identified project(s) within one year of receipt. LPA's may accumulate funds, if necessary, during the program period, but all grant funds shall be expended by July 1, 2025, which coincides with the expected end date of the REBUILD Illinois Capital Program.

If you have questions regarding the use of the REBUILD Illinois grants for specific projects, please contact your IDOT District Bureau of Local Roads and Streets office.

If you have any questions regarding this circular letter, please contact Stephane B. Seck-Birhame, Local Program Development Engineer at (217) 782-3972 or Bablibile.Seck@illinois.gov

Circular Letter 2020-11
Page 3
April 28, 2020

Sincerely,

A handwritten signature in black ink, appearing to read "Osman, Omer". The signature is fluid and cursive, with a long horizontal stroke at the end.

Omer M. Osman, P.E.
Acting Secretary

cc: Arlene Kocher, FHWA – Illinois
Erin Aleman, Chicago Metropolitan Agency for Planning
Duane Ratermann, Illinois Association of County Engineers
Brad Cole, Illinois Municipal League
Bryan Smith, Township Officials of Illinois
Donald Goad, Township Highway Commissioners of Illinois

Bcc: Georgina Syas
Doug House
Sheleda Doss
Matt Magalis
Anthony Quigley
Masood Ahmad
Kensil Garnett
Jeff Myers
Keith Roberts

FY 2020 - FY 2025
Local REBUILD Illinois Bond Funds
Municipality Allotments

County	Municipality	Bond Distribution (1 of 6)	Total Bond Series Estimates
Adams	Camp Point	\$12,433.88	\$74,603.28
Adams	Clayton	\$7,787.65	\$46,725.90
Adams	Coatsburg	\$1,614.65	\$9,687.90
Adams	Columbus	\$1,087.41	\$6,524.46
Adams	Golden	\$7,073.69	\$42,442.14
Adams	LaPrairie	\$516.25	\$3,097.50
Adams	Liberty	\$5,667.74	\$34,006.44
Adams	Lima	\$1,790.39	\$10,742.34
Adams	Loraine	\$3,437.99	\$20,627.94
Adams	Mendon	\$10,467.74	\$62,806.44
Adams	Payson	\$11,269.57	\$67,617.42
Adams	Plainville	\$2,899.77	\$17,398.62
Adams	Quincy	\$446,312.43	\$2,677,874.58
Adams	Ursa	\$6,875.98	\$41,255.88
Alexander	Cairo	\$31,095.67	\$186,574.02
Alexander	East Cape Girardeau	\$4,228.84	\$25,373.04
Alexander	McClure	\$4,415.56	\$26,493.36
Alexander	Tamms	\$6,941.88	\$41,651.28
Alexander	Thebes	\$4,789.02	\$28,734.12
Bond	Greenville	\$76,887.92	\$461,327.52
Bond	Mulberry Grove	\$6,963.85	\$41,783.10
Bond	Old Ripley	\$1,186.27	\$7,117.62
Bond	Pierron	\$6,590.39	\$39,542.34
Bond	Pocahontas	\$8,611.45	\$51,668.70
Bond	Smithboro	\$1,944.17	\$11,665.02
Bond	Sorento	\$5,470.03	\$32,820.18
Boone	Belvidere	\$281,025.36	\$1,686,152.16
Boone	Caledonia	\$2,163.85	\$12,983.10
Boone	Capron	\$15,113.97	\$90,683.82
Boone	Poplar Grove	\$55,172.58	\$331,035.48
Boone	Timberlane	\$10,259.05	\$61,554.30
Brown	Mound Station	\$1,340.05	\$8,040.30
Brown	Mt Sterling	\$22,242.58	\$133,455.48
Brown	Ripley	\$944.62	\$5,667.72
Brown	Versailles	\$5,250.35	\$31,502.10
Bureau	Arlington	\$2,119.91	\$12,719.46
Bureau	Buda	\$5,909.39	\$35,456.34
Bureau	Bureau Junction	\$3,536.84	\$21,221.04
Bureau	Cherry	\$5,294.28	\$31,765.68
Bureau	Dalzell	\$7,875.52	\$47,253.12
Bureau	DePue	\$20,188.57	\$121,131.42
Bureau	Dover	\$1,845.31	\$11,071.86
Bureau	Hollowayville	\$922.66	\$5,535.96
Bureau	Ladd	\$14,224.27	\$85,345.62
Bureau	LaMoille	\$7,974.38	\$47,846.28
Bureau	Malden	\$3,976.20	\$23,857.20
Bureau	Manlius	\$3,943.25	\$23,659.50
Bureau	Mineral	\$2,603.21	\$15,619.26

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 5/6/2020
Re: WWTP SCADA System – DCEO Rebuild Illinois Public Infrastructure Grant Application

The current capital improvement program for the WWTP includes the installation of a SCADA (Supervisory Control And Data Acquisition) System to monitor plant operations. The estimated cost to provide SCADA to the entire plant is \$300,000. The Illinois Department of Commerce and Economic Opportunity (DCEO) has issued the Rebuild Illinois Competitive Public Infrastructure Grant Program. This grant opportunity offers up to \$50,000,000 in single grant awards ranging from \$250,000 to \$5,000,000. I would like to submit a grant application to fund the WWTP SCADA system. Adding the SCADA work to our existing EPA Loan Project and submitting that project for grant consideration will give us the best opportunity for grant funding. The estimated cost of the EPA Loan project, including the SCADA system, is \$4,300,000. Our grant request will be \$750,000, leaving \$3,550,000 to be funded by the IEPA Loan.

Attached to this memo is a Work Order Amendment from Baxter & Woodman to complete the engineering design of the SCADA system in the amount of \$30,000 and to complete the grant application package in the amount of \$10,000.

I would recommend approval of the Work Order Amendment from Baxter & Woodman in the amount of \$40,000.00 for the SCADA System Design and DCEO Grant Application. This work will be paid for from Sanitary Sewer Connection Fees.

**CITY OF BELVIDERE, ILLINOIS
2018 WASTEWATER TREATMENT PLANT IMPROVEMENTS
DESIGN ENGINEERING SERVICES
WORK ORDER AMENDMENT NO. 1**

Engineer's Project No. 180436.40

Purpose of Amendment:

This amendment to the original Work Order dated July 2, 2018 provides for additional scope of services and compensation that are being added to the Project.

Amended Engineering Services:

The scope of service is amended to provide SCADA system planning and design, and incorporation of the recommended improvements in the plans and specifications. The scope of service is also amended to include assistance with preparation of an application for a grant through the Department of Commerce and Economic Opportunity (DCEO) Rebuild Illinois Public Infrastructure program. The revised complete project description is set forth in Attachment A. The additional scope of services is set forth in Attachment B.

Amended Compensation:

The Engineer's fee for the Project shall be amended as follows:

Current Not-to-Exceed Work Order Limit:	\$263,000
SCADA Planning and Design:	\$30,000
DCEO Grant Application:	\$ 10,000
<hr/>	
Amended Not-to-Exceed Limit:	\$303,000

<p>Submitted by: Baxter & Woodman, Inc.</p> <p>By: <u>Derek J. Wold</u></p> <p>Derek J. Wold, P.E.</p> <p>Title: Vice President</p> <p>Date: <u>May 1, 2020</u></p>	<p>Approved by: City of Belvidere, Illinois</p> <p>By: _____</p> <p>Title: Mayor</p> <p>Date: _____</p>
--	--

Additional Comments and Conditions: All other provisions of the Work Order shall remain in full force and effect.

Project Description - Amended

This Project consists of preparing a Facility Planning Report for capital improvements at the City's WWTP to be eligible for funding by the Water Pollution Control Loan Program (WPCLP) administered by the Illinois Environmental Protection Agency (IEPA). Projects funded with IEPA Loan funds in 2020 will have a term of 20 years, with an interest rate of approximately 2%. The City has identified the following projects that will be funded with an IEPA Loan:

- Replacement of the Raw Sewage Pumps, valves and gates in the Main Equipment Building.
- Secondary Anaerobic Digester Cover and Mixing Equipment Replacement

The Project will also include the design for replacing the secondary digester cover at the City's Wastewater Treatment Plant (WWTP). The cover was originally installed in 1987 and has been in service since that time. The design will also include mixing and gas safety equipment for the secondary digester. The design also consists of replacing four raw sewage pumps, valves and gates in the Main Equipment Building. The improvements include replacing the lights in the Main Equipment Building - Pump Room.

This project will also include the design of a new SCADA system at the City's WWTP. The SCADA system will provide a fiber optic connection to all buildings that have either existing PLC panels or new PLC panels. The SCADA system will include a server located in the Administration building that will handle the data acquisition from the plant PLCs, historize key information, and allow remote access to the graphical interface using a VPN. Graphical interface will be specified to follow new High Performance HMI Standards.

Baxter & Woodman will assist the City in preparation of an application and supporting documentation for a grant through the Rebuild Illinois Competitive Grant Program administered by DCEO. The City and Baxter & Woodman will share in the responsibility for preparing the grant application. The application will include Project Information, Documentation, Certifications, Resolutions, and Attachments. Baxter & Woodman will prepare the application and will need the City's assistance with providing various documents such as ordinances, financial projections, and other information that only the City can access or that can be accessed more easily by the City.

The design does not include modifications to the existing digested sludge pumps, grinders, sludge transfer pumps, boiler/heat exchangers, and hot water system in the Anaerobic Digester Building.

Scope of Services - Additional

The following scope of services details the anticipated tasks necessary to successfully complete this Project.

SCADA Planning and Design

1. **SCADA ASSESSMENT & WORKSHOP** – Conduct a site assessment to inspect all the existing buildings that have Manufacturer Skid PLC Panels or Integrator PLC Panels. The findings will be presented in a workshop with recommendations for the SCADA system Master Plan. The workshop will dictate the design that will be implemented to meet the present and future needs of the City.
2. **DRAWING ADDITIONS** – New drawings will be created for the following purpose
 - a. Overall Fiber Network Diagram
 - b. Detailed SCADA Diagram
 - c. Tertiary Filter Building – SCADA Network Connection
 - d. Admin Building – SCADA Server installation
 - e. Blower Building – SCADA Network Connection
 - f. Service Building – SCADA Network Connection
 - g. Thickener Building – SCADA Network Connection
 - h. Site Plan Updates – Underground Fiber Optic Ducts
 - i. Main Equipment Building Design Addition – Additional SCADA Connections for existing equipment not included in the original design as dictated by the workshop
 - j. Digester Building Additions – PLC Addition and SCADA Connection not included in the original design
3. **SPECIFICATION ADDITIONS** – The specifications modifications will include updates to the existing specification for the additional Ethernet switches and networking hardware, Server Hardware, Software, and additional programming requirements for the WWTP SCADA system.

DCEO Grant Application

1. **APPLICATION PACKAGE** – Baxter & Woodman will assist the City in preparation of an application and supporting documentation for a grant through the Rebuild Illinois Competitive Grant Program administered by DCEO. The City and Baxter & Woodman will share in the responsibility for preparing the grant application. The application will include Project Information, Documentation, Certifications, Resolutions, and Attachments. Baxter & Woodman will prepare the application and will need the City's assistance with providing various documents such as ordinances, financial projections, and other information that only the City can access or that can be accessed more easily by the City.
2. **OPINION OF PROBABLE CONSTRUCTION COST** – Prepare an opinion of probable construction cost and format per DCEO grant program requirements.
3. **ADMINISTRATION AND MEETINGS** – Confer with the City's Public Works Director and his staff to clarify the scope, extent, and character of the Project. Coordinate with City staff and the project team to ensure the goals of the Project are achieved.
4. **ASSEMBLY AND SUBMITTAL OF GRANT APPLICATIONS** – Package one original and two copies of the application per DCEO specifications and submit to DCEO.
5. **PROJECT MANAGEMENT** – Plan, schedule, and control the activities that must be performed to complete the Project. These activities include budget, schedule, and scope.

ESTIMATED MANHOURLINE AND FEE SUMMARY

Scope Item	Hours	Fee
Original Contract Work	2,100	\$263,000
SCADA Planning and Design	218	\$30,000
DCEO Grant Application	82	\$10,000
TOTAL ALL SERVICES	2,400	\$303,000

APPLICATION SUBMISSION CHECKLIST AND RESPONSIBILITY

	City	B&W	Joint
1. PROJECT INFORMATION			
A. Completed Submission Checklist		X	
B. Letter of Transmittal from Chief Elected Official		X	
C. State of Illinois-DCEO Uniform Grant Application			X
D. Project Information		X	
E. GATA Capital Budget			X
F. Engineer's Cost Estimate		X	
G. Project Location Map		X	
H. FEMA Issued Floodplain Map		X	
I. Project Summary		X	
1) Relationship to Governor's Five-Year Economic Plan	X		
2) Connection to other capital investments	X		
3) Impact Amplification	X		
4) Minority Inclusion Plan			X
5) Business Infrastructure	X		
6) Key Details			X
a. Describe the project - What is being proposed and why.			
b. What is the present condition of the infrastructure for which grant funds are being requested? Is there a lack of infrastructure, or a threat to health and safety being addressed? How long has the problem existed? Address the severity and immediacy of the problem.			
c. Describe the project area, including legal boundaries. Who is being affected and how? Provide a detailed explanation of how this specific project area was determined.			
d. The project structure (i.e., will the residents be direct customers of the water district or is an agreement needed, what is source of water, who will treat wastewater, etc.).			
e. Whether the project is necessary to comply with state or federal regulations.			
f. Justification of the local government's need for assistance in relation to its overall financial capability, including discussion of outstanding indebtedness.			
J. Minority Benefit/Affirmative Housing Statement	X		
K. Impact per capita determination		X	
L. Job Creation Documentation		X	
M. Project Readiness Summary		X	
1) Status of required permit(s) from the state and or federal agencies. If not applicable, address why;			
2) The community must have full control of the right-of-way either by having 100 percent of the necessary private property easements signed or a right-of-way docket. If not applicable, address why;			
3) Water/wastewater treatment agreement; If not applicable, address why.			

	City	B&W	Joint
4) Identify the ownership of any property needed to complete the project (including option to purchase); and verify that the project will be shovel-ready;			
5) Additional funding commitment(s);			
6) Status of written permission from railroad(s), county highway commissioners, IDOT, etc. to proceed with any railroad and/or road borings that are proposed. If not applicable, address why;			
7) If a "phased project," indicate the status of all pertinent readiness issues. In addition, the application should include supporting documentation, as appropriate.			
2. DOCUMENTATION, CERTIFICATIONS, RESOLUTIONS			
A. Signed Letters of Support	X		
B. Council Commitment of Funds (if applicable)	X		
C. Resident Participation/Public Hearings (if applicable)			X
1) 7-day notice			X
2) Newspaper clipping & Publisher's certification	X		
3) Certified minutes			X
4) Attendance sheet(s)			X
D. Local Government Certifications	X		
E. Mandatory Disclosures	X		
F. Conflict of Interest Disclosure	X		
3. ATTACHMENTS			
A. Current Infrastructure Condition Documentation	X		
B. Firm documentation of commitment from leveraging source(s)		X	
C. Copy of Construction Permit(s)		X	
D. Proof of Land Ownership	X		
E. Copy of Fair Housing Resolution	X		
F. W-9	X		
G. SAM Registration (CAGE #)	X		
H. IRS Certification Letter	X		
I. Copy of Local Government Audit	X		

Memo

To: Mayor and City Council
From: Brent Anderson
Date: 5/5/2020
Re: Public Works Software Upgrade

Cartegraph provides our current Public Works software that we utilize on a daily basis to manage our citizen requests, work orders, assets and mapping interface. They have notified us that they are migrating to a cloud based system and that our current software will not be compatible. The cost of the new software is \$13,955.05 and the cost to transfer our existing data and implement the new system is \$8,130.00, for a total of \$22,085.05.

The Community Development Department recently migrated their software from GovQA to iWorQ. They have been extremely pleased with the iWorQ platform. iWorQ offers Public Works software and a copy of their proposal is attached. The cost of the iWorQ software is \$13,500.00 and the cost to transfer our existing data and system implementation is \$8,000.00, for a total of \$21,500.00.

I would recommend approval of the proposal from iWorQ in the amount of \$21,500.00 for furnishing and implementing their Public Works software. This cost will be paid for from Street Department Line Item #01-5-310-7020, Engineering Line Item #01-5-360-7020, Water Department Line Item #61-5-810-7020 and Sewer Department Line Item #61-5-820-7020.



**Service Agreement for
Belvidere, Illinois**

iWorQ

Community Development & Public Works Software

**Table of Contents iWorQ
Pricing Proposal**

Executive Summary 3

Sole-Source Contract 4

Project Initiation & Management 5

Implementation Phases 7

Pricing Information 9

Services & Support 12

Guidelines & Signature Page 14

Executive Summary

Thank you for your interest in iWorQ Systems! We have been providing government software solutions since 2001 and serve more than 1,500 customers throughout the United States and Canada. We lead the industry in delivering hosted web-based solutions and were the first vendor in this market to provide a fully web-based system.

Since cities and counties often have limited capital budgets, we lease our applications so that our clients are not confronted with large capital investments and our annual support and maintenance fees do not increase year to year. We have found that this model allows agencies to plan for growth in a cost-conscious way.

To access our applications all you need is an internet connection and your choice of device including desktops, laptops, smartphones (iPhone, Android) and tablet devices (iPad, Galaxy, etc.) The system's graphical user interface, including all screens and dashboards, is natively touch screen enabled allowing your staff the flexibility to determine which device to utilize inside the office or in the field.

We are confident in providing a solution that can improve your internal communication as well as increase your responsiveness to your citizens and customers while reducing the time and effort from your staff. We also provide additional access through our Citizen Engagement mobile app and web portal for internal staff and citizens.

Thank you again for considering iWorQ, we will follow up with you to review any questions you may have about this proposal and the next steps in our consultative sales process.

Best Regards,



Adam Laing
Vice President

Sole-Source Contract

iWorQ software is a uniquely designed platform that enables our customers the ability to easily configure and add data (numeric, lookup, text, and date fields) on the fly, which requires zero technical understanding or background to perform. In addition to being able to add new fields, iWorQ's integrated report builder automatically makes available all newly created fields for immediate tracking and reporting without any coding or SQL scripting allowing you to create ad-hoc or saved reports. The ease of steps and manner in which iWorQ enables its customers to manage this process without knowing any proprietary programming or database languages is unlike any other platform in this market and therefore, iWorQ can provide its solutions and services through a sole source contract. In addition, iWorQ is the only vendor/supplier/distributor/provider of our unique software platform.

Application Description

iWorQ software solutions and professional services together provide a seamless fit for Belvidere software project. Having implemented over 1,300 customer agencies and configuring a unique fit for each one provides our team the experience and background required to ensure a successful implementation for your city.

iWorQ's browser-based software is an off-the-shelf system which requires no custom modifications to the code, only configuration of the application which requires no coding. We can scale and configure as much as needed for each implementation in order to meet your project goals. The system will provide your workers access in the field and in the office, assuring your staff will be efficient and have all the data necessary to run a paperless system. iWorQ's hosted solution provides a smooth transition from your current database and paper driven systems, because much of the complexity of setting up the server hardware and networking environment is not required, which helps save time, money, and resources.

Since iWorQ's applications are configurable, we are able to provide a familiar and intuitive system that easy to use and understand. For example, when a user logs in, their screen contains only the fields on their dashboard that are pertinent to them, which makes the training process resonate with each of the end users. iWorQ implementers will consult with each department during the set-up process to configure the applications in order to meet the unique needs of each of your departments.

Project Initiation and Management

Throughout the history of our company, iWorQ's success with adding and maintaining customers can be accredited to our carefully structured methodology and approach with each implementation. Our phased project methodology allows regular checkpoints and frequent opportunities to ensure that all of our team members are in sync. During the planning phase, our project teams meet to analyze how each department operates today, and how you would like your new system to work going forward.

Based on our discussions, we create a project plan, agree on major milestones, and set a project schedule. The project plan will also address communications, managing risk and change management.

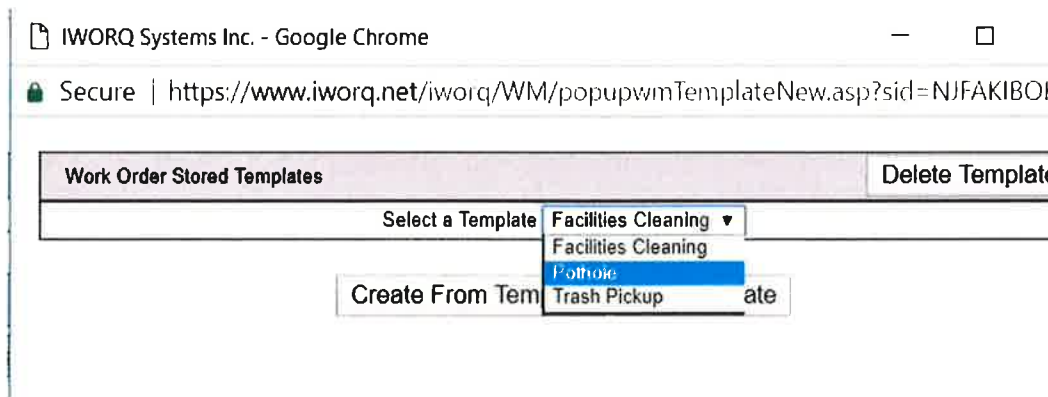
Throughout the project, iWorQ will hold regular status meetings in which both teams report on progress, tasks, and timelines, as agreed upon during the planning phase and outlined in the project plan. The iWorQ project manager acts as your main point of contact during the project and works with your staff to ensure that adequate communication takes place, guaranteeing that the project moves along smoothly.

iWorQ has standard documentation to record decisions made during the project. These documents list tasks, person responsibilities, and target dates, etc.

Developing Specific Deliverables for Your Project

The iWorQ team works with your subject matter experts (that you assign) during the initiating and planning phases to determine what deliverables to build for your solution (e.g., reports, documents, templates, and dashboards etc.). After we create a deliverable, we test it to ensure it meets your specifications and then pass it to your project team for user acceptance.

Figure 1.1



The above image shows how easy it is to automate a work order or inspection template.

Figure 1.2

Assigned Employees ⓘ					Update Employees ⓘ
	Employee	Hours	Multiplier	Rate	Total
✕	Mike Smtih	0	1	25.00	\$0.00
✕	Scott Jardine	0	1	15.00	\$0.00
					Cost: \$0.00
Assigned Equipment ⓘ					Update Equipment ⓘ
	Equipment	Amount	Units	Rate	Total
✕	Front Loader	0	Hours	25	\$0.00
					Cost: \$0.00
Assigned Material ⓘ					Update Material ⓘ
	Material	Amount	Units	Rate	Total
✕	Asphalt	0	TON	66	\$0.00
					Cost: \$0.00
					Total Cost: \$0.00

This image shows the result of selecting a work order template, which can be tied to an asset and automatically provide specified equipment, procedures, material, and employee information making it easy and quick to create standard work orders with just a few clicks of the mouse.

Figure 1.3

WORK ORDER INFORMATION 📄 📁 ☰

Employee ➤

Name	Amount	Units	Rate	Multiplier	Total
🗄 Billy Madison	5.00	Hours	16.75	1.00	83.75
🗄 Michael Smith	5.00	Hours	26.30	1.00	131.50
UPDATE EMPLOYEE					Total 215.25

The screenshot shows iWorQ's Mobile HTML 5 Interface making access in the field easy to use, which includes the ability to easily track labor, materials, inventory, and equipment from any cellular or wifi enabled device.

Implementation Phases

Your project is configured through a four-phased approach that includes Initiation, Planning, Executing, and Closing phases. Throughout these phases, iWorQ bears the bulk of the project risk. We provide as much training and services as you need to be successful throughout the project.

This section discusses:

- *Initiation Phase*
- *Planning Phase*
- *Executing Phase*
- *Closing Phase*

Initiation Phase

During this phase, we install your software in our secure, hosted (SaaS) data center utilizing Amazon Web Services (AWS). During this phase, you should determine what staff members will assist with the project. We ask you to complete initial worksheets that allow us to import data into iWorQ dropdown fields. These worksheets are system-agnostic, and do not require that you understand iWorQ data structures to complete this phase.

Planning Phase

During the Planning phase, the iWorQ project team works with your team to define how processes work today and how you would like your new system to operate going forward. As part of this, your team should analyze the reports and documents you currently have to determine which ones you need to have in iWorQ. Based on our discussions, we create a project plan that includes project timelines, goals, priorities, and responsibilities. Our project team will work with you to set a clear project plan with detailed requirements. Both project teams follow this plan during the executing phase.

Executing Phase

During the Executing phase, we train your project team and together configure the solution. Concurrent with your system configuration, our data integration team will work with you to build data interfaces and migrate data if they are part of the project scope. After our teams complete these tasks, we train your staff members.

Your success is our highest priority. While each of our training phases has a specific plan, we provide additional or repeat trainings at no additional cost if necessary for a successful implementation. As a customer, we will provide additional training anytime it is desired for no additional cost. The time completion of project phases is often dependent upon your go-live goals and staff availability.

Go Live

After the configuration, iWorQ will train each of your staff members. During our training, attendees learn by doing actual data entry. They should come to the training with any materials they regularly use to enter cases (e.g., a stack of file folders that need to be entered). Instructors will provide the training online. Instructors provide personal assistance to attendees, answer specific questions, and personalize teaching styles to meet the needs of individual attendees.

Closing Phase

During the closing phase, your iWorQ project team continues to work with you to answer any questions and resolve any configuration questions. We hold a project closure meeting to ensure a smooth transition from our project team to our iWorQ customer support team, who will support you going forward and as long as you are a customer.

Training

Your administrator and other individuals you designate receive training that cover iWorQ's key functionalities.

Our training involves guiding staff to use iWorQ to complete actual work tasks. Instructors provide personal assistance to attendees, answer specific questions, model examples and exercises, and personalize teaching styles to individual attendees. This informal style helps your staff relax and feel comfortable asking and responding to questions.

These trainings are described in further detail below:

Administrator Training: Administrator training teaches your iWorQ administrator(s) how to manage iWorQ going forward. This training covers items such as setting up code tables (options in drop-down lists); security rules; and iWorQ tools.

Configuration: During the configuration phase, your administrators make many decisions about configuring iWorQ to make your office its most efficient. During Configuration Training, iWorQ's project team helps trainees understand approaches, methodologies, and best practices for making these decisions and recognizing the ramifications of the decisions they make.

Go-Live Training: Prior to Go-Live, every user on the system will receive training pertinent to their role type on the system. We provide unlimited training during implementation and after Go-Live via conference calls, webinars, or online screen share and we offer an annual, national users' conference to learn new and advanced skills.

Belvidere	Quote creation: 5/5/2020
401 Whitney Blvd, Belvidere, IL 61008	Prepared by: Ropa Mataia and Scott Jardine

1. QUOTE

Belvidere - hereafter known as "Customer", enters into the following Service Agreement with iWorQ Systems, "iWorQ" headquartered in Logan, UT. Customer will pay an annual fee for the services and a one-time setup fee detailed below: Population: 25,181

<u>Public Works Applications and Services</u>	<u>Package Price</u>	<u>Billing</u>
<p>Public Works Package (Infrastructure) Package includes: <i>*Work Management</i> <i>*Sign Management</i> <i>*Pavement Management</i> <i>*Water Management</i> <i>*Sewer Management</i></p> <p>-Track and manage work and asset(s) by location using OpenStreetMap -Work order scheduling and templates -Track labor, inventory, parts, and material -Track MUTCD, condition, reflectivity, etc. -Track manholes, hydrants, valves, lines etc. -Track pavement condition, distress, treatments, etc. -Track pumps, manholes, and collection sub-assets</p> <p>GIS Rest Services -iWorQ will publish your agency's WMS layers in iWorQ Public Works applications via Rest Services. iWorQ will update asset attribute details weekly. Annual fees are \$500 per capital asset application. <i>*Note: If configuration changes (i.e. FTP location, name format, field changes, or interval for published updates) iWorQ will charge a minimum fee of \$500 with each additional hour \$250 to accommodate new configuration changes.</i></p>	\$10,000	Annual
<p>Fleet Management -Available on any computer, tablet, or mobile device -Fuel log tracking and uploads -Work orders for employee cost, inventory, and purchase orders -Manage maintenance schedules -Inventory management -Configurable dashboard, fields, and reports</p>	\$3,500	Annual
ANNUAL TOTAL	\$13,500	

Setup, training, and system configuration	\$8,000	Once

Grand total due	*\$21,500	
------------------------	------------------	--

Notes

- 1- *This quote is provided at the customer's request and is valid until May 29, 2020.
- 2- Invoices for amount due will be sent out 2 weeks after signature. Terms of the invoicing is Net 30 days.
- 3- This quote cannot be disclosed or used to compete with other companies.
- 4- Pricing is based on population and number of applications. Removing any items from this quote may require application prices to be updated

1.1 ADDITIONAL SERVICES

iWorQ provides additional applications and services that can be purchased as part of the Public Works solution. These can be added to the customer's annual cost, upon request.

iWorQ Citizen Engagement - Streamline communication between citizens and city leadership, and reduce overhead costs with a self-service public portal and a mobile application for Android and iOS.	Price based on Population	Annual
iWorQ Facilities Package - Manage facilities and track work orders, assets, materials, employee costs, and maintenance schedules.	Price based on Population	Annual
iWorQ Stormwater Package - Manage a MS4 system with work order tracking, SWPP permit management, maintenance history, and stormwater asset tracking. <i>(Price locked in for 18 months from contract execution date)</i>	\$3,500	Annual
Onsite Backup - iWorQ will send a *.BAK on a scheduled basis to an FTP server maintained by the customer.	\$500	Annual
Premium Data Package - 25 MB file upload size and 100 GB total storage.	\$1000	Annual

**Additional services are subject to setup fees which are 2/3 of the annual cost.*

2. QUOTE

Belvidere - hereafter known as "Customer", enters into the following Service Agreement with Public Works 1, "Public Works 1" headquartered in Logan, UT. Customer will pay an annual fee for the services and a one-time setup fee detailed below: Centerline Miles: 120

<u>Assessment Package</u>	<u>Package Price</u>	<u>Billing</u>
Data Collection and Asset Conversion Package includes: <ul style="list-style-type: none"> • Trimble MX7 Image Collection • Data Process/Data Conversion • Presented/Delivered Data Shapefile for the following assets: <ol style="list-style-type: none"> 1. Signs 2. Light poles 3. Traffic Signals 4. Hydrants 5. Manholes, Water Mains, Valves etc. 6. Curb Inlets and more... 	\$15,000 Included	One-time
Travel Expenses <ul style="list-style-type: none"> • Flight, Hotel, Rental Vehicle, Fuel, etc. • Government Per Diem Rate for Meals/Incidentals 	\$3,000	One-time
GRAND TOTAL	\$18,000 Included	

2.1 Notes

- 1- Discounts are valid until May 29, 2020.
- 2- Additional Services from PublicWorks1 include a Pavement Condition Assessment, which pricing is separate from the above asset data collection and street imagery.

3 GUIDELINES

3.1 Getting started

iWorQ will assign an account manager to your account to begin the setup and training process upon contract signature.

Send the signed service agreement to iWorQ Systems:

Email: sales@iworq.com

Mailing address:

PO Box 3784
Logan, UT 84323

Physical address:

1125 W. 400. N. Suite 102
Logan, UT 84321

3.2 Billing information

iWorQ will invoice Customers on an annual basis. Customers reserves the right to cancel service at any time after the initial three-year term, by providing iWorQ a 30-day written notice.

3.3 Data conversion

As part of the project set up, iWorQ provides a data conversion service. This service consists of importing data, sent by the Customer, in an electronic (relational database) format. iWorQ provides contact information and an upload site where the electronic data can be sent. Additional costs apply for data that does not meet the criteria listed above.

4 SERVICES and SUPPORT

4.1 Data ownership

All customer data remains the property of the customer. Customer can request data electronically or on disk, upon cancellation of Service Agreement.

4.2 FREE training

iWorQ provides FREE training and support. iWorQ provides webinars, phone support, written manuals, web videos, documentation and help files. Training is available to any Customer with a login.

4.3 FREE updates

All updates, bug fixes, and upgrades are FREE to the Customer. iWorQ is a web-based application. Customer only needs to login to get any updates to the applications.

4.4 FREE support

Customer support and training are FREE and available from 6:00 A.M. to 5:00 p.m. Mountain Standard Time.

4.5 FREE data back up

iWorQ does back-ups twice weekly and offsite once weekly.

4.6 Proprietary letters/forms

Letters and forms, including permits, certificates, or other documents must be owned by the customer and have a clear copyright.

4.7 Data upload and storage limits

Standard data plan includes uploads of up to 3 MB per file and 10 GB total storage. iWorQ offers a premium data plan available for an additional annual cost.

4.8 Software Terms and Limitations

The iWorQ Software is the proprietary information and a trade secret of iWorQ, Systems Inc. and this agreement grants no title or rights of ownership with the software. The software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws. Customer shall not permit any user or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the iWorQ Software, (b) make alterations to or modify the Software, (c) grant sublicenses, leases or other rights, or (d) permit any party access to the Licensed Software for purposes of programming against it.



Resolution for Improvement Under the Illinois Highway Code



Table with Resolution Type (Original), Resolution Number (2114-2020), and Section Number (19-00112-00-RS)

BE IT RESOLVED, by the Council of the City of Belvidere, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row: Logan Avenue, 0.86, FAU 5005, State Street, Business Route 20

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Design engineering for the rehabilitation of Logan Avenue, including new curb & gutter, sidewalks, driveway approaches, storm sewer inlets, pavement removal and replacement.

2. That there is hereby appropriated the sum of Fifty-thousand

Dollars (\$50,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Sarah Turnipseed, Clerk in and for said City of Belvidere, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Belvidere at a meeting held on May 18, 2020.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 19th day of May, 2020.

(SEAL)

Clerk Signature and Date box

Approved

Regional Engineer Department of Transportation and Date box

CONTRACT FOR SALE
OF SURPLUS PARKING LOT,
BELVIDERE, ILLINOIS

Seller's Attorney: Michael S. Drella Buyer's Attorney: Natalie Hyser Barber

1. To: (Seller) The City of Belvidere, 401 Whitney Boulevard, Belvidere, Illinois 61008
Phone: 815/544-2612, of Boone County, Illinois

2. The Undersigned (BUYER) the Community Building Complex Committee of Boone County
Phone: 815-547-3928 or 111 West First Street Belvidere, Illinois

3. Offers to purchase the following described real estate (the Property) situated in Boone County, Illinois, commonly known as: 621 South State Street, Belvidere, Illinois and legally described as:

Short Legal:

Currently improved with a municipal parking lot.

4. And to pay you therefore \$ 400,000.00 payable \$0.00 of purchase price as earnest money to be applied to the purchase price and the balance payable as follows:

A. Cash at time of closing.

5. **CONDITIONS & FURTHER CONSIDERATION**

- a) As additional consideration for this Agreement, Buyer agrees to preserve the entire Property, so long as Buyer owns the Property, as a public parking lot permitting free parking by the general public at all times. Buyer shall bear the sole cost of all maintenance and liability associated with the Property with the exception of snow plowing. Seller agrees to provide snow plowing service for the Property on the same basis that it plows other City owned parking lots. Buyer shall indemnify, defend and hold the Seller harmless from all liability, including but not limited to property damage, bodily injury and death associated with the Property and the maintenance of the Property and shall cause Seller to be added as an additional insured to Buyer's liability insurance policy.
- b) Seller shall be permitted to utilize the property, free of charge, for public events and festivals. Seller shall provide Buyer not less than ten (10) days' notice of such a public event or festival and shall cause the Buyer to be named as an additional insured on Seller's general liability policy for purposes of the festival or event.
- c) This Agreement shall survive to closing and shall not merge with the Deed. Further, the parties agree that this Agreement is contingent upon the parties entering into the mutually agreeable Easement Agreement, attached hereto as Exhibit A, memorializing the terms of these Conditions and Contingencies. The Parties will execute the Easement

Agreement as part of the closing on this Agreement. If the Parties do not enter into the Easement Agreement, Seller may declare this Agreement null and void or, in the event closing has already occurred, title shall revert to Seller and Seller shall reimburse Buyer the purchase price.

6. Except as otherwise provided herein, if any contingency cannot be carried out, this Contact shall become void and earnest money shall be returned to Buyer.

7. This transaction shall be closed within thirty (30) days of receipt of a fully executed Agreement by Buyer, and Seller shall deliver possession at time of closing. Closing shall occur in the office of the Title company. Each party will bear the fees customarily charged to that party.

8. All prorations including rents, utilities, water, fuel oil, sanitary fees, any applicable association fees, and any annual association assessments, shall be made as of closing with annual association assessments based on the latest available information. Prorations will be made on a 365 days basis. Existing leases and security deposits, if any, shall be assigned to the Buyer at closing. All special assessments confirmed by a court prior to closing shall be paid by Seller at time of closing. The parties acknowledge that there shall be no prorations on this transaction as the property has been tax exempt as municipal property.

9. Seller warrants that Seller owns and hereby sells all fixtures and equipment on and attached to the premises. All such fixtures and equipment are sold in "as is condition".

10. Seller warrants there are no rented fixtures or equipment unless stated herein: NA

11. Buyer shall have the right to inspect the premises within 48 hours prior to closing to determine that premises are in same condition as date of acceptance of Contract, ordinary wear and tear excepted.

12. Buyer may at his/her expense furnish a certified boundary or ALTA survey prepared by a licensed Illinois land surveyor disclosing the location of surface improvements including, but not limited to, buildings, parking lots and fences, which survey shall demonstrate the absence of any encroachments.

13. Buyer may obtain a current title insurance commitment issued by a Title company licensed to operate in Illinois (the Title company) in the amount of the purchase price, and a final policy thereafter, showing merchantable title subject only to the following permitted exceptions: a) all taxes and special assessments confirmed prior to closing; b) building and building line, use and occupancy restrictions, conditions and covenants of record; c) zoning laws and ordinances; d) easements for the use of public utilities; e) roads and highways; f) drainage ditches, feeders and laterals. None of the foregoing exceptions shall be considered permitted exceptions if they are violated by the existing improvements or present use of the premises or if they materially restrict the reasonable use of the property. Seller shall cooperate in as necessary in procuring the title insurance. The cost of the title insurance shall be split equally by the Parties. Buyers attorney will order the title, and the closing shall occur at NLT Belvidere.

14. If Seller cannot deliver merchantable title to Buyer at closing subject only to the permitted exceptions this Contract, at Buyer's option, shall be void and earnest money shall be returned to Buyer.

15. If prior to delivery of deed or agreement for deed the improvements on the premises shall be destroyed or materially damaged by fire or other casualty, Buyer shall have the option of declaring this Contract null and void and receiving a refund of the earnest money paid, or of accepting the premises as damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage, which proceeds Seller agrees to assign to Buyer.

16. Should Buyer fail to perform this Contract promptly at the time in the manner herein specified, the earnest money shall, at the option of Seller be forfeited by Buyer as liquidated damages, and this Contract shall become and be null and void, and Seller shall then have the right to possession of the premises. Disbursement of the earnest money after forfeiture shall be governed by applicable Illinois License Law or such other written direction as the Buyer and Seller may have given the holder of the earnest money. Time is of the essence of this Contract, and of all the terms and conditions hereof. In the event Seller does not elect to accept forfeiture of earnest money, Seller shall be entitled to exercise all other legal remedies available to Seller under Illinois law other than recovery of money damages.

17. At closing, Seller shall convey merchantable title to the property, subject to permitted exceptions, to Buyer or whomever Buyer may direct by stamped recordable warranty deed or such other appropriate deed or agreement for deed as required. At the same time, the remainder of the purchase price or any further part of it then due shall be paid and all documents relative to the transaction shall be signed and delivered.

18. The parties agree to comply with the following federal or state acts when applicable:

- A. Federal Real Estate Settlement Procedures Act. (RESPA).
- B. Illinois Real Estate Transfer Tax Act with Seller to pay all transfer taxes due at closing.

19. For purposes of execution of this Contract and providing subsequent notices and contingency removals hereto, any signed document transmitted by FAX machine or electronic mail shall be treated as an original document.

20. Buyer agrees to purchase the Property and all fixtures and mechanical equipment, including but not limited to, heating equipment, water softener and air conditioning. In "as is condition". Seller makes no warranty with respect to the Property or fixtures or mechanicals and specifically disclaims all warranties, including but not limited to any implied warranty of merchantability (with respect to mechanicals and fixtures) or liability. Buyer acknowledges that Buyer had occasion to inspect the Property prior to execution of this agreement.

21. Buyer agrees that no part of the Property shall be used for any adult use. As such, the following shall be inserted as Deed Restrictions: "No sexually-oriented business will operate on the Property, including, but not limited to, adult arcades, bookstores, video stores, cabaret, motels, motion picture theaters, theaters, etc".

22. Seller and Buyer represent and warrant from each other that neither party has engaged, contracted with and are not represented by any real estate agent or broker and no commission is due any party arising out of this transaction.

23. CITY AGREEMENT APPROVAL CONTINGENCY:

Upon execution by both the City and Seller, the City shall present the agreement to the City of Belvidere City Council. The Agreement is contingent upon the adoption of the Ordinance or Resolution by the City Council of the City of Belvidere approving this Agreement and authorizing the execution of this Agreement by the Mayor. If such approval is not granted, then this Agreement shall be deemed null and void as if never executed. If the Agreement is approved by the City Council, this Agreement shall continue in full force and effect. The date the Ordinance approving the Agreement becomes effective shall be the Effective Date of this Agreement. If the Agreement is so authorized prior to execution, the Effective Date shall be the date Agreement is executed by the city.

24. This document represents the entire agreement and shall be binding upon the parties, their heirs, successors and assigns.

NOTICE TO PARTIES

BY THE SIGNING OF THIS CONTRACT, YOU ARE ENTERING INTO A BINDING LEGAL AGREEMENT. ANY REPRESENTATION UPON WHICH YOU RELY SHOULD BE INCLUDED IN THIS AGREEMENT. NO ORAL REPRESENTATION WILL BE BINDING UPON OR AN OBLIGATION OF THE SELLER OR BUYER.

Dated this _____

IN WITNESS WHEREOF, the parties have executed this Contract effective as of the day and year first written above.

SELLER:

CITY OF BELVIDERE, a municipal corporation

By: _____
Michael W. Chamberlain, Mayor

PURCHASER: The Community Building Complex Committee of Boone County

By: _____
Its: _____

Prepared By & Return To:
Michael Drella, City Attorney
City of Belvidere
401 Whitney Blvd.
Belvidere, IL 61008
(815)544-2612

EASEMENT AGREEMENT – PUBLIC PARKING FESTIVALS

THIS INDENTURE WITNESSETH, that

WHEREAS, the City of Belvidere, a municipal corporation located in the County of Boone and State of Illinois, agreed to sell certain property (the Property) legally described below to the (the Grantor), and;

WHEREAS, the Property is currently utilized as a public parking lot open to the general public free of charge as well as an area for periodic public events; and,

WHEREAS, the City and Grantor agree that the Property should continue to be used as free public parking as well as a space for City sponsored or approved public events;

NOW THEREFORE, in consideration of One Dollar, the sale of the Property to Grantor and other valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, conditions and agreements herein contained, the Grantor, does hereby give, grant and convey to the City of Belvidere an easement, privilege, right and authority on, under and over the Property to allow the public to use the below described Property as a space for free public parking and City sponsored or approved events.

PROPERTY DESCRIBED AS:

Lots 1, 2, 3, 4, 5, 6, 7, 9 and the East 38 feet of Lot 8 and the North 38.5 feet of the West 60 feet of Lot 10, all in Block 5 of Cohoon and Allen's Addition to the Town, now City of Belvidere, as recorded in Book O of Deeds, at page 524 in the Boone County Recorder's Office; situated in the County of Boone and State of Illinois.

PIN 05-36-103-011

In consideration of the grant of the easement on, over and under the Property herein contained, the City of Belvidere and the Grantor(s) agree as follows:

1. The foregoing recitals are incorporated herein by this reference.
2. For the duration of this Easement the Property shall be used as a lot for free public parking and for City sponsored or approved public events. While the Grantor and City may jointly use the Property, any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities on and uses of the Property are expressly prohibited, unless otherwise mutually agreed upon by the Grantor and City:
 - a. The erection or construction of any permanent structure or improvements of any kind on the Property which may interfere with the above identified uses;
 - b. The planting or installation of any trees or other plants or other landscape features inconsistent with the purposes of this Easement;
 - c. The dumping, placing or storing of trash, equipment, appliances, household or office items, grass clippings and other landscape waste, or other waste material;

Grantor and the City covenant and agree that Grantor and the City will not commit any of the above activities or use of the Property or knowingly permit any of such activities to occur. Grantor and the City agree to use reasonable best efforts to prevent any of the above activities or uses from being committed by any third party and to take reasonable measures to mitigate any damage to the Property that impairs or threatens to impair the purpose of this Easement.

3. The City shall not be liable or responsible for any damage to any structure placed on, over or in the Property by Grantor or any of its employees.
4. So long as the Property is preserved for use as a free public parking lot under this Agreement, the City shall provide snow plowing service for the Property on the same basis that it plows other City owned parking lots. Grantor shall indemnify, defend and hold the City, its officials, officers, agents and employees harmless from all liability, including but not limited to property damage, bodily injury and death associated with the Property and the maintenance of the Property, excepting any such matters arising solely from the negligence of the City, its officials, officers, agents and employees. These indemnities shall not limit or circumvent the Illinois Governmental and Governmental Employee Tort Immunity Act and either party may utilize the protection of that Act to the fullest extent permitted by law. Grantor shall add the City as an additional insured to Grantor's liability insurance policy. Grantor shall be solely responsible for the cost of any other maintenance of the Property or improvements to the Property. Grantor shall also be solely responsible for all utility and other costs associated with the Property. Grantor shall maintain the Property in a condition suitable to be safely used by the Public as a paved parking lot.

5. The City may also use the Property, free of charge, for public events and festivals. The City shall provide Grantor not less than ten (10) days' notice of any public event or festival utilizing the Property.
6. Grantor reserves all rights accruing from the ownership of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement, including the right to use the Property as a public parking lot.
7. Nothing contained in this Easement shall be construed to entitle the City to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
8. Nothing contained in this Easement shall be construed as giving rise, in the absence of judicial decree, to any right or ability in the City to exercise physical or managerial control over day-to-day operations of the Property or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property.
9. This Easement is not assignable or transferrable by the City, unless approved in writing by Grantor.
10. This Easement may be amended or modified from time to time only by written instrument signed by Grantor and Grantee and recorded in the office of the recorder of Boone County, Illinois.
11. This indenture shall run with the land, and shall be binding upon the grantees, assigns, heirs and successors of the parties hereto. Notwithstanding the foregoing, this Easement Agreement shall terminate upon any future sale of the Property by Grantor to a third party that is in no way affiliated with Grantor. For purposes of this Agreement, such an entity shall be deemed affiliated with Grantor if the relationship between them is one in which one of the them is a subsidiary of the other, or both are subsidiaries of the same entity or if fifty percent (50%) or more of the voting shares, board of directors, members and/or public officials of one are also holders of the voting shares, board of directors, members and/or public officials of the other.
12. The laws of the State of Illinois shall govern the interpretation and performance of this Easement.
13. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Each party hereto affirms that it has consulted with legal counsel regarding the provisions of this Easement and that it has participated equally with the other

party in the drafting of this Easement.

- 14. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- 15. This instrument, including all Recitals, which are incorporated herein by reference, sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- 16. Nothing contained herein will result in a forfeiture or reversion of Grantor's title to the Property in any respect.
- 17. Grantor and any persons executing this instrument on behalf of Grantor represent and warrant that Grantor is the owner in fee simple of the Property, Grantor is fully authorized and empowered to execute and deliver this instrument, and there is no lien encumbrance, contract, or governmental prohibition against the execution and delivery of this instrument and the performance by Grantor of all Grantor's obligations hereunder.
- 18. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any part who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, the grantor has hereunto set her hands this _____ day of _____, 20____.

By: Community Building Complex Committee of Boone County

By: _____

Its: _____.

I, _____, A Notary Public in and for said County and State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purpose therein set forth, including the release and waiver of the rights of homestead.

GIVEN under my hand and notarial seal this ___ day of _____, 20 ____.

Notary Public

(SEAL)

My Commission Expires _____, 20__.

The City of Belvidere has caused its name to be hereto subscribed and its corporate seal affixed by its proper officers thereunto authorized, this ____ day of _____, 20__.

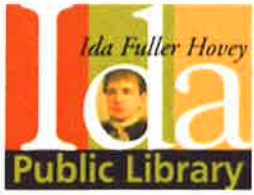
City of Belvidere

By: _____
Mayor

ATTEST:

Clerk

J:\Legal\Public Works\Community.Building.Parking.Lot.Easement.revised.doc



Library Board of Trustees Application

The Ida Public Library Board of Trustees is seeking applicants to serve on the Library Board of Trustees. If you are interested in serving on the Library Board, please fill out this application and return it to the Library.

Responsibilities for the Public Library Trustee

To advocate for the library in the community, to oversee the general operation of the library and monitor its effectiveness, to establish policy, to determine the budget, to conduct public relations, and to plan for the future of the library.

Duties

Attend all board meetings and participate appropriately. Read board minutes and other materials sent out before the board meeting. Be informed about all phases of the library operation. Serve on committees as assigned by the board president. Lend your experience and leadership to the board for the good of the library. Actively participate in workshops and activities. Participate in fundraising activities. Visit the library often and be acquainted with its services by using them. Be an advocate for the library.

Qualifications

Possess a true sense of the library's enormous importance to the economic, social and educational life of the community. Have an appreciation for the library and a desire to provide the best possible services for the community. Maintain a sensitivity to the political conditions in the community. Must reside in the city of Belvidere.

Skills, beliefs, abilities:

- The ability to work with people.
- The skill to lead and preside at board meetings.
- The ability to plan.
- The belief in the importance of access to the materials of lifelong independent learning for everyone.
- The ability to communicate effectively.

Appointments

The trustee is accountable to the taxpayers and the people served by the library. Library Trustees are appointed by the Mayor and confirmed by the City Council. There is no monetary compensation for this position. Trustees serve a three year term and may be eligible to serve multiple terms. The Ida Public Library Board of Trustees meets on the fourth Tuesday of each month at 7:00pm. Special meetings are sometimes called, and committee meetings may be held in addition to Board meetings.

Please direct questions to Ashley Bryant, Library Director, at 815-544-3838 or ashleyb@idapubliclibrary.org

Date March 8, 2020

Name LYDIA GONZALEZ

Address 1516 13th Avenue

**Must reside in Belvidere*

Phone ()

Email lydia.gonzalez@idapubliclibrary.org

Why are you interested in serving on the Library Board of Trustees?

I'm grateful applying to assist in serving not only the Library Board of Trustees but the community of Boone County. I've always been a strong advocate to help teach the Latino community English, continue education, and to be self sufficient. The local library should be the place where that learning takes place for entire families.

How often do you use the Belvidere Public Library? What other libraries are you familiar with?
About 3-4 timesavers month to use computer, printer, copier, etc.

Continued

Please share your opinion on the importance of libraries.

As previously stated, the library is an extension of schools and colleges. Families should all be visiting if they are interested in continuing education. Libraries need to be relevant to young students, for all community languages. Reaching them will help compel parents to visit for their own interests.

What challenges do you think our library faces?

**Budget for Public Relations/Marketing;
Right staff to cover - Programs for adults wanting to learn 2nd language; Volunteers;
Newsletter or Newspaper Calls for Participators, in other words Communications which could be combined with Marketing.**

Please describe any experience or expertise you have that you feel would be beneficial to the Board of Trustees.

I've served on 2 government type committees, other non-profit organizations serving Latino community, and have been serving for the last four years with one that is currently operating.

How long have you lived in Belvidere?

Since 1969. Attended old Lincoln El, went to old Belvidere Jr. High, and graduated from BHS.

What segment(s) of the Belvidere community do you feel you represent? (Possible examples: retiree, parent of young children, small business owner, etc.)

I'm middle aged, close to retirement, employed at the Better Business Bureau, nine years going on ten. And, lastly a community service volunteer, primarily with Latino community advocating for youth.

Do you presently serve in any other appointed position on a Board, Commission or Committee?

If yes, what position? If no, do you have previous experience on a Board or Commission?

I currently serve as Vice President for LULAC #5303. (League of United Latino American Citizens)

Please add any other information you would like to share.

I'd like to thank Donna Donato for asking me to apply.

Thank you for your interest in service to the community of Belvidere.

Applicant Signature _____



6 May 2020

Honorable Belvidere City Council Members,

Please accept this letter as my enthusiastic appointment of Mr. Matthew Fleury to the post of Fourth Ward Alderman in the City of Belvidere. This appointment fills the vacancy created by the resignation/retirement of Alderman George Crawford.

We began looking for an outstanding individual to fill Alderman Crawford's seat several months ago, when informed that George would be relocating permanently to Arizona.

Mr. Fleury is indeed a great choice, as his resume indicates. Please welcome him to our Council.

Respectfully,

MIKE CHAMBERLAIN, MAYOR

401 WHITNEY BLVD. SUITE 100 • BELVIDERE, IL 61008 • PHONE: 815/544-2612 • EMAIL: MAYOR@CI.BELVIDERE.IL.US

Matthew Fleury
507 Taylor Ridge, Belvidere, IL 61008

Operations Manager

Excellent leader with a continued pursuit of process improvement coupled with superb leadership makes an invaluable member of any team. Commitment to process improvement has quantifiable impacts on team's training, reducing wasted man hours and lost training time to virtual zero. Aggressive, smart, and action oriented. Comfortable operating independently with limited guidance and no supervision.

- Leadership
- Problem Solving
- Results Driven
- Cultural Diversity
- Project Manager
- Security Clearance

PROFESSIONAL EXPERIENCE

Elementary Teacher (Third Grade)

2019-Present

- Planned and implemented instruction for literacy, math, social studies, and science lessons
- Developed proficiency-based scales and assessments
- Utilized a variety of classroom management techniques to provide a classroom atmosphere that is conducive to learning.
- Created a positive and achievement-oriented learning environment
- Communicated students' progress to parents

Operations Supervisor

2016-2017

- Responsible for the motivation, training, and leadership of a distribution center work team of 18 employees
- Trained and supervised team members to ensure competence, and prepare them for future opportunities
- Ensured daily engagement with work team and developed positive relationships with employees

Operations Manager

2010-2016

- Ensure mission capable status of over \$50 million worth of equipment and ensure all maintenance and modifications are properly performed and documented.
- Supervise the well-being of 150 Marines to include mentoring and training.
- Logistics manager – fuel, routes, licensing, manpower, equipment - worth \$10-12 million dollars annually
- Coordinated (30) exercises and operations – planned & executed detailed training plans
- Effective communicator – verbal, written, and presentation formats - briefing 10 to 150 employees
- Supervise basic daily routine and execute the training schedule.
- Serve as senior technical and tactical advisor to the Chief Executive Officer

Director/Program Manager (Toys for Tots – Spokane, WA)

2012-2015

- Collected, inventoried, and distributed over 300,000 toys to over 60,000 children
- Managed campaign for (600+) people, (500+) square miles, population near 600,000
- Increased market (+12.5%) – networked and addressed public via (50+) speaking engagements
- Awarded for effectiveness – voted “Gem of Excellence” by Spokane Valley Chamber of Commerce-competing against charities that make the community better
- Finalist (top 20) – Director/Campaign of the year – competed against 754 other campaigns nationwide

Assistant Operations Manager

2007-2010

- Assisted in development and execution of platoon level training schedule, ensured all necessary requirements were accomplished
- Assumed the duties of Operations Manager when required.
- Trained, counseled, and mentored 50 Marines

Human Resources/Marine Recruiter

2004-2007

- Enlisted 90% from the upper three mental groups while the standard is 63% or higher.
- Enlisted 100% from the upper education tier while the standard is 95% or higher.
- Directly in charge of canvassing, screening, selling, and scheduling prospective applicants for enlistment into the Marine Corps.

EDUCATION AND TRAINING

- Master of Arts in Teaching** – Rockford University, May 2019
- Bachelor of Business Administration** - American Military University, August 2015
- Leadership and development courses** - Marine Corps Staff Academy, November 2004, October 2008, October 2010

MILITARY SERVICE

- Honorable Discharge** – Served 21 years in the United States Marine Corps, 1994-2016

Belvidere Police Department

Shane Woody - Chief of Police

Matthew Wallace - Deputy Chief, Investigations

Patrick Gardner - Deputy Chief, Patrol



615 N. Main Street - Belvidere, IL 61008 - Phone 815-544-9626 - Fax 815-544-9603 - www.ci.belvidere.il.us

TO: Mayor Chamberlain and City Council

FROM: Chief Shane Woody

DATE: May 11, 2020

RE: Authorization to apply for a COSSAP Grant police officer

REQUEST:

The Belvidere Police Department is requesting authorization to apply for a grant with the Behavioral Health Task Force spearheaded by the Boone County Health Department. The grant would pay to hire an entry level police officer to backfill a position assigned to the grant.

BACKGROUND:

According to the Illinois Department of Public Health, Boone County data shows that the increase in natural or semi-synthetic opioid deaths is troubling (overdose deaths in which a natural opioid such as morphine and/or a semi-synthetic opioid such as oxycodone was reported as the cause of death). From 2015 to 2016, the number of deaths from natural or semi-synthetic opioids doubled. In 2017, that number tripled to six times that of 2015. This same trend was seen in heroin deaths, with only 1 heroin death in Boone County in 2015, 2 in 2016 and 6 in 2017, six times as many. If the national fear that overdoses will continue to rise is realized in Boone County, the results will be devastating.

In 2019 the Boone County Behavioral Health Task Force applied for the Comprehensive Opioid Abuse Reduction Grant (COAR) and were awarded approximately \$600,000. Part of that grant was to work with the Boone County Correctional Facility to identify individuals at high risk for overdose or substance abuse and determine if pre/post-booking treatment alternatives to incarceration were appropriate.

Belvidere Police Department

Shane Woody - Chief of Police

Matthew Wallace - Deputy Chief, Investigations

Patrick Gardner - Deputy Chief, Patrol



615 N. Main Street - Belvidere, IL 61008 - Phone 815-544-9626 - Fax 815-544-9603 - www.ci.belvidere.il.us

The Comprehensive Opioid, Stimulant, and Substance Abuse (COSSAP) an additional grant opportunity available through the Department of Justice that would allow our community to build upon the already existing COAR grant to partner with local law enforcement to provide outreach and support for comprehensive, locally driven responses to opioids, stimulants, and other substances. Local law enforcement is in a unique position to assess clients through various types of medical and law enforcement related calls for service.

Through a cooperative effort with the Boone County Behavioral Health Task Force spearheaded by the Boone County Health Department, the Belvidere Police Department can assign a specific officer to help identify clients who may be at risk of overdose or substance abuse simply by having routine contact through day to day interactions and then work with the grant partners to identify which resources are available and which services are appropriate. Being able to make timely referrals to resources and services can allow a client to disrupt the substance abuse cycle which can result in lower crime rates, limit victimization, and reduce recidivism.

EXPECTATIONS:

This grant would cover the salary and benefits for an entry level police officer. The grant does not require the city to match funds, is guaranteed for three (3) years, and is subject to being renewed after the initial three years. After the term of the grant, the City has the option of not replacing a police officer through attrition which would make the impact to the City negligible.

Motion: To authorize the Belvidere Police Department to apply for the COSSAP grant with the Boone County Behavioral Health Task Force spearheaded by the Boone County Health Department.