



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 Matt Fleury	Vice Chairman Public Safety
Alderman Mike McGee	Vice Chairman Building, Planning & Zoning
Alderman Marsha Freeman	Chairman Public Works
Alderman Ric Brereton	Chairman Public Safety

AGENDA

April 12, 2021
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 Works, Unfinished Business:
 - (A) Stormwater Utility Implementation Phasing.
Tabled August 10, 2020.
2. Public Works, New Business:
 - (A) Sanitary Sewer Backup – 816 Willow Street.
 - (B) Public Works - Update.

- (C) Tripp Road Recapture Ordinance.
 - (D) Tornado Sirens 2021 Maintenance Agreement – Braniff Communications.
 - (E) Farmington Ponds 2021 Maintenance Agreement.
 - (F) General Mills Park – Easement Agreement.
 - (G) 2021 MFT Street Maintenance Program.
 - (H) IEPA PFAS Notification.
3. Building, Planning & Zoning, Unfinished Business: None
 4. Building, Planning & Zoning, New Business:
 - (A) Planning & Zoning Department - Update.
 - (B) Resolution Directing the Planning Department to Publish the Zoning Map of the City of Belvidere.
 - (C) Building Department - Update.
 5. Other:
 - (A) Sidewalk Café Ordinance.
 - (B) Audit Agreement – Sikich LLP.
 - (C) General Mills Grant 2021.
 6. Adjournment:

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: January 21, 2021
Re: Sanitary Sewer Backup – 816 Willow Street

We were notified of a sanitary sewer backup at 816 Willow Street and after finding the main line backed-up, we jetted the main and cleared the line. We televised the main at that point and found roots in the line. We then removed the roots. This segment of sewer main was last televised on October 14, 2019 with no deficiencies noted.

The property owner, Mr. Jeff Kanabay, completed a Loss Notice Report which was submitted to our insurance company. Costs provided by Mr. Kanabay for the cleanup and repairs from the sewer backup include the following:

Roto-Rooter	Cleanup and mitigation of the basement	\$2,200.00
Half Price Heating & AC	Replace furnace	\$3,000.00

Our insurance company has denied Mr. Kanabay's claim (copy attached).

Mr. Kanabay is now requesting reimbursement from the City for these costs.

Sarah Turnipseed

From: jeffscomputer <jeffscomputer@comcast.net>
Sent: Thursday, April 8, 2021 7:05 AM
To: Sarah Turnipseed
Subject: city council meeting regarding flood

Distinguished council members

My name is Jeff Kanabay I live at 816 Willow Street in Belvidere for the past year I've been on disability I hurt my back at work disability doesn't pay very well I started back working a couple of weeks ago and I'm just getting back on my feet and on March 25th I came home to a flooded basement so I called my insurance company to find out that I don't have coverage for drain backup so I called the plumber and he came out and looked in the basement and then went out to the street to look at the City sewers to find out that they were clogged we attempted to call Department of water at the Village but they weren't open yet so I waited the plumber went home and I waited until they opened and Jesse Gonzalez came out and he looked at the sewers and came up with the same diagnosis as the plumber and I asked them if the city was going to pay for this and he said yes and he told me to go to the city clerk and fill out the paperwork and I'll send them pictures and receipts with estimates on getting the house clean the basement clean and estimates on a new furnace and water heater and I sent it all in just to have the claims adjuster tell me that there's no love the city has no liability so I called Mayor Mike he was very nice and helpful and understanding and he told me to talk to the city council about or possibly overturning the insurance company's decision and I'm not out for blood here you know I lost a day's pay I was sitting in a 47 Degree house because I couldn't run my furnace I was running a space heater to heat the house I just had the basement clean and I'm running 6 fans and a air scrubber I relented my water heater it seems to be working pretty well I'll take care of that all I'm asking for is reimbursement of the \$2,200 for the cleaning of the basement and a \$3,000 for a new furnace I hope you can find it in your hearts to help me out I would really appreciate it look forward to meeting you on Monday at the meeting yours respectfully Jeff Kanabay

Sent on my Boost Mobile Samsung Galaxy Phone.

April 5, 2021

Jeff Kanabay
816 Willow Street
Belvidere, IL 61008

RMA Member: City of Belvidere
Claimant: Jeff Kanabay
Date of Loss: 3/25/2021
Claim No.: 21050J549639

Dear Mr. Kanabay:

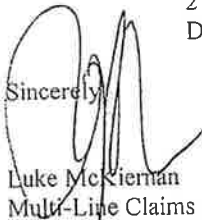
The City of Belvidere is a member of the Illinois Municipal League Risk Management Association (RMA). It is our obligation to pay those claims for which our member is responsible due to negligence. After completing our investigation of your claim for damage caused by a sewer backup, RMA does not find any evidence to show that our member was negligent.

As our member is a local governmental entity, mere ownership of the sewer system is insufficient to show liability under Illinois law. There must be evidence of negligence that directly caused the damages you suffered. For negligence to exist, the municipality must have received notice of a problem with the sewer system and failed to respond. In this instance, the municipality did not cause this accident by ignoring any known issues with the sewer system. Pursuant to the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/3-102, our member is immune from liability.

There is no indication of liability against our member and we must respectfully deny payment of this claim. If you have any questions about this denial please feel welcome to contact me at (217) 444-1399. If you have any information that you believe will change our position, please forward those materials to me at lmckiernan@ccmsi.com or you may mail the materials to:

IML Risk Management Association
c/o CCMSI
Attn: Luke McKiernan
2 East Main Street, Suite 208
Danville, IL 61832

Sincerely,


Luke McKiernan
Multi-Line Claims Specialist

c: Sarah Turnipseed
Blaine Kurth
Aaron Golden

037_CDB_01062021

FRAUD WARNING: Any person who, knowingly and with intent to injure, defraud, or deceive any employer, insurance company, third party administrator, self-insured program, or any other third party, files an insurance claim containing any false or misleading information, which violates an applicable state statute, is guilty of a crime and subject to prosecution.

Disclaimer: The trade secret, commercial, and financial information contained in the documents hereby provided are proprietary, privileged, and confidential IMLRMA/CCMSI records. Distribution of such trade secret, commercial, or financial information is prohibited and would cause competitive harm to IMLRMA/CCMSI.



LOSS NOTICE REPORT

All Claims Other than Workers Compensation

(Please Print or Type)

IMLRMA MEMBER INFORMATION	Municipality: CITY OF BELVIDERE		
	Name of person with information on the loss: JEFF KANABAY		
	Title: HOMEOWNER	Phone #: (800) 233-0000	
DATE AND PLACE OF INCIDENT	Date and hour of loss: 3-25-21 4-AM	Date you were notified of loss: 3-25-21	
	Location / address of incident? 816 WILLOW ST		
	City: BELVIDERE	State: IL	
	Police report filed? NO	If yes, which police department?	
INJURED PERSON INFORMATION	Full name: JEFF KANABAY	Sex: M	Apparent age: 40
	Full address: 816 WILLOW ST BELVIDERE	Phone #: (800) 233-0000	
	Occupation: BATCH MAKER	By whom employed: JOHN-A SAUEITZ	
	Nature and extent of the injury:		
	Type of medical treatment provided?	Hospital/Dr. name:	
PROPERTY DAMAGE	Property description: SINGLE FAMILY HOUSE		
	Cause of loss (fire, wind, explosion): SEWER BACK-UP IN BASEMENT		
	Owner of the property: JEFF KANABAY	phone #: (800) 233-0000	
	Approximate cost of repairs:		
AUTOMOBILE DAMAGE	YEAR	MAKE / MODEL	DAMAGE (Windshield, total loss...)
INCIDENT DESCRIPTION			
WITNESSES	NAME	ADDRESS	
COMMENTS			
Date:	Reported by: JEFF KANABAY	Signature: Jeff Kanabay	

Please fax the completed form to: (312) 455-6477 or email: imlrmaclaimsreports@ccmsi.com. (Keep one copy for your file.)

Illinois Municipal League Risk Management Association, c/o CCMSI
114 Racine Avenue, Ste 200, Chicago, IL 60607

If you have questions, please call (866) 908-9230

Sarah Turnipseed

From: jeffscomputer <jeffscomputer@comcast.net>
Sent: Monday, March 29, 2021 12:04 PM
To: Sarah Turnipseed; jeffscomputer@comcast.net
Subject: FW: Roto-Rooter Mitigation Estimate
Attachments: KANABY_Final Draft.pdf

Sent on my Boost Mobile Samsung Galaxy Phone.

----- Original message -----

From: Bobbi Jo Schlueter <bobbijo.schlueter@rotorooterillinois.com>
Date: 3/29/21 9:09 AM (GMT-06:00)
To: jeffscomputer@comcast.net
Subject: Roto-Rooter Mitigation Estimate

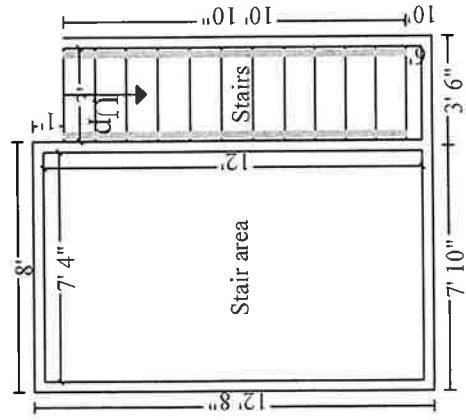
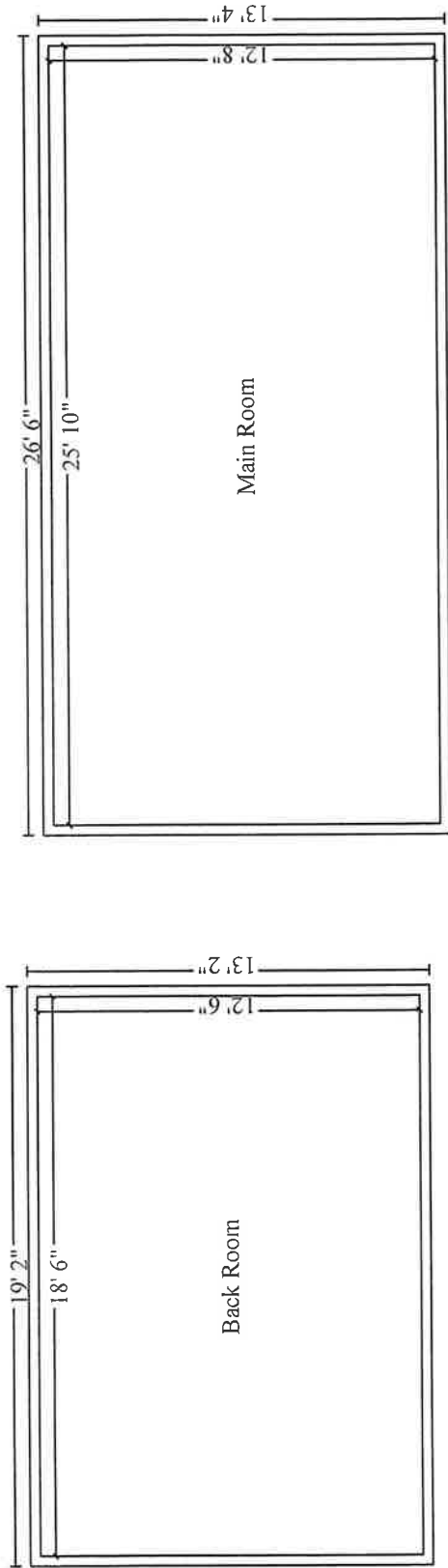
Attached you will find the initial estimate for Kanaby Mitigation for the basement minus one room. Given the situation, I have adjusted the price to be \$2,100.00 if we do not remove content. The price including content removal is \$2,500.00.

Also, given this is a time sensitive matter, we will not be responsible for secondary damage caused by this not being mitigated in a timely fashion as well as due to the contents remaining in the basement. Complete mitigation must be performed in a timely manner and complete without leaving damaged materials in the rooms being cleaned.

--
Bobbi Jo Schlueter
Mitigation Manager
Roto-Rooter
5291 28th Avenue
Rockford, IL 61109
779-207-2800 Cell

Summary for Dwelling

Line Item Total	2,705.79
Material Sales Tax	12.77
Replacement Cost Value	\$2,718.56
Net Claim	\$2,718.56



HALF Price
Hgt + Air

Contractors Invoice

Belvidere IL 61008
779-772-0117

WORK PERFORMED AT:

TO: Jeff KANABAY
816 Willow St.

40 gallon Water Heater
92% - 95% Furnace

Belvidere IL 61008

DATE
3-26-2001

YOUR WORK ORDER NO.
Furnace + Water Heater

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

* Water Damage - (pictures) (City Sewer water)
Furnace - (pictures display water line on insulation in furnace
Cabinet) Inside Cabinet Control board, blower motor,
* Heat exchanger have been exposed as well as blower
motor housing + wheel. Recommend replacement of
95% TRANE furnace. Value of replacement exceeds
cost of repair. Cost to replace furnace is
\$3,000.00 with labor. (to be replaced with 92% - 95%
Bryant HE furnace.

* Water Damage + (Water Heater) Pictures Display
that water heater was submerged (lower part - whole
burner assembly) + control has had moisture exposure.
* Cost to replace control + burner assembly to
water damage to lower half of unit exceeds the
value of repair. Cost to replace 40 gallon
water heater \$1,000.00 with labor.

IF Any ?'s Feel Free to Call

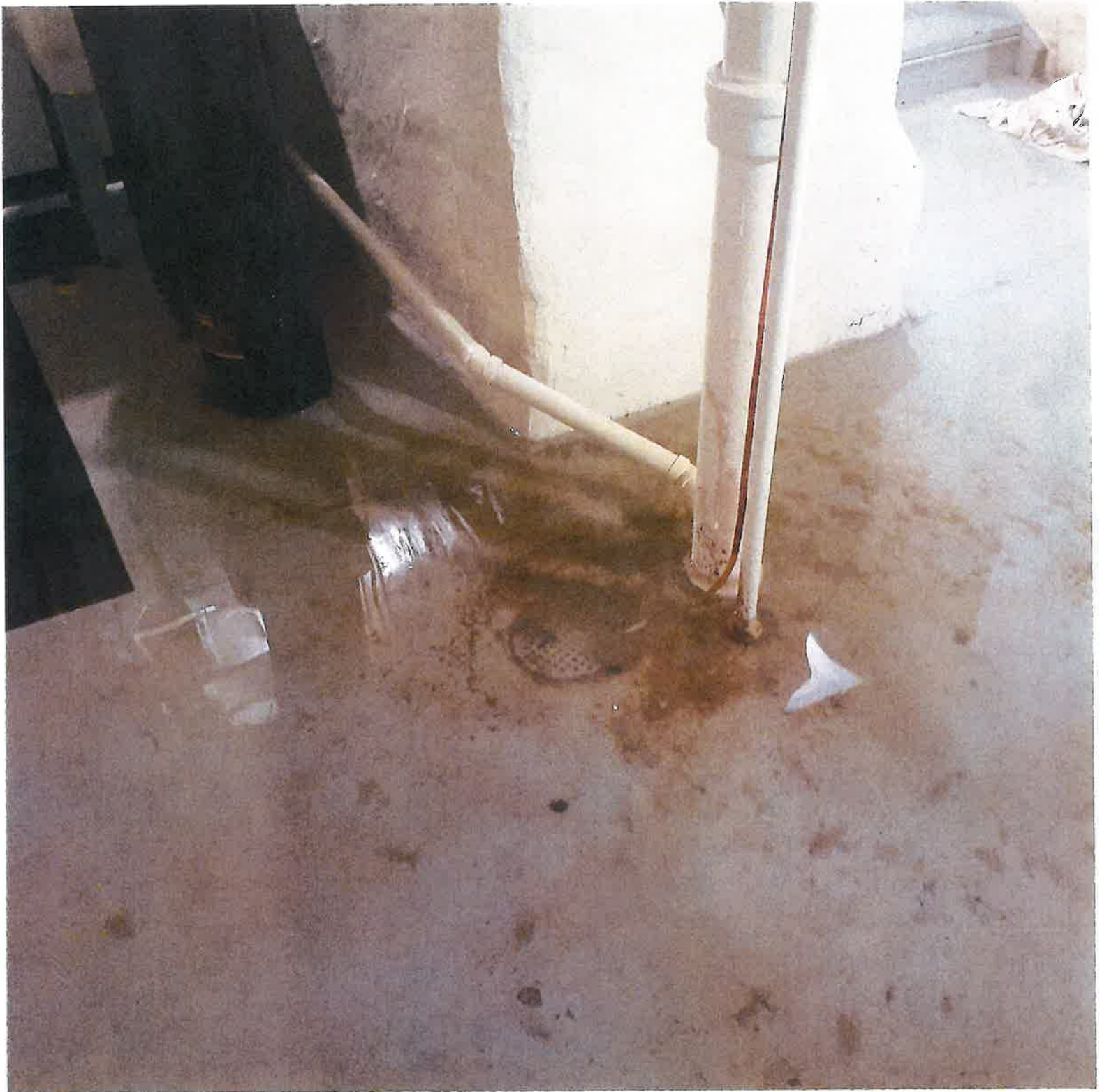
Thank (TRaver) 779-772-0117

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$ _____).

This is a Partial Full invoice due and payable by: _____ Month _____ Day _____ Year _____

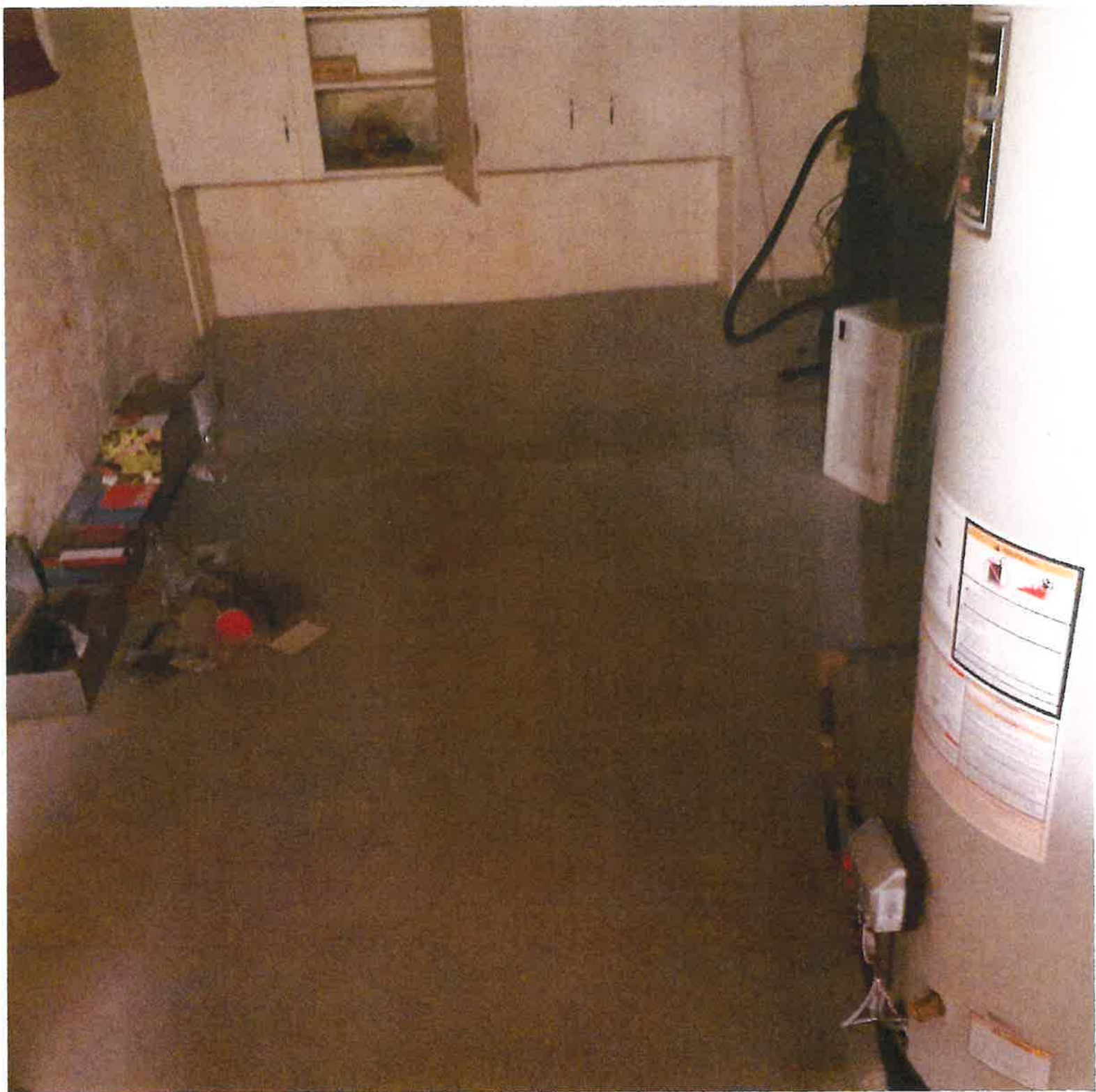
in accordance with our Agreement Proposal No. _____ Dated _____ Month _____ Day _____ Year _____

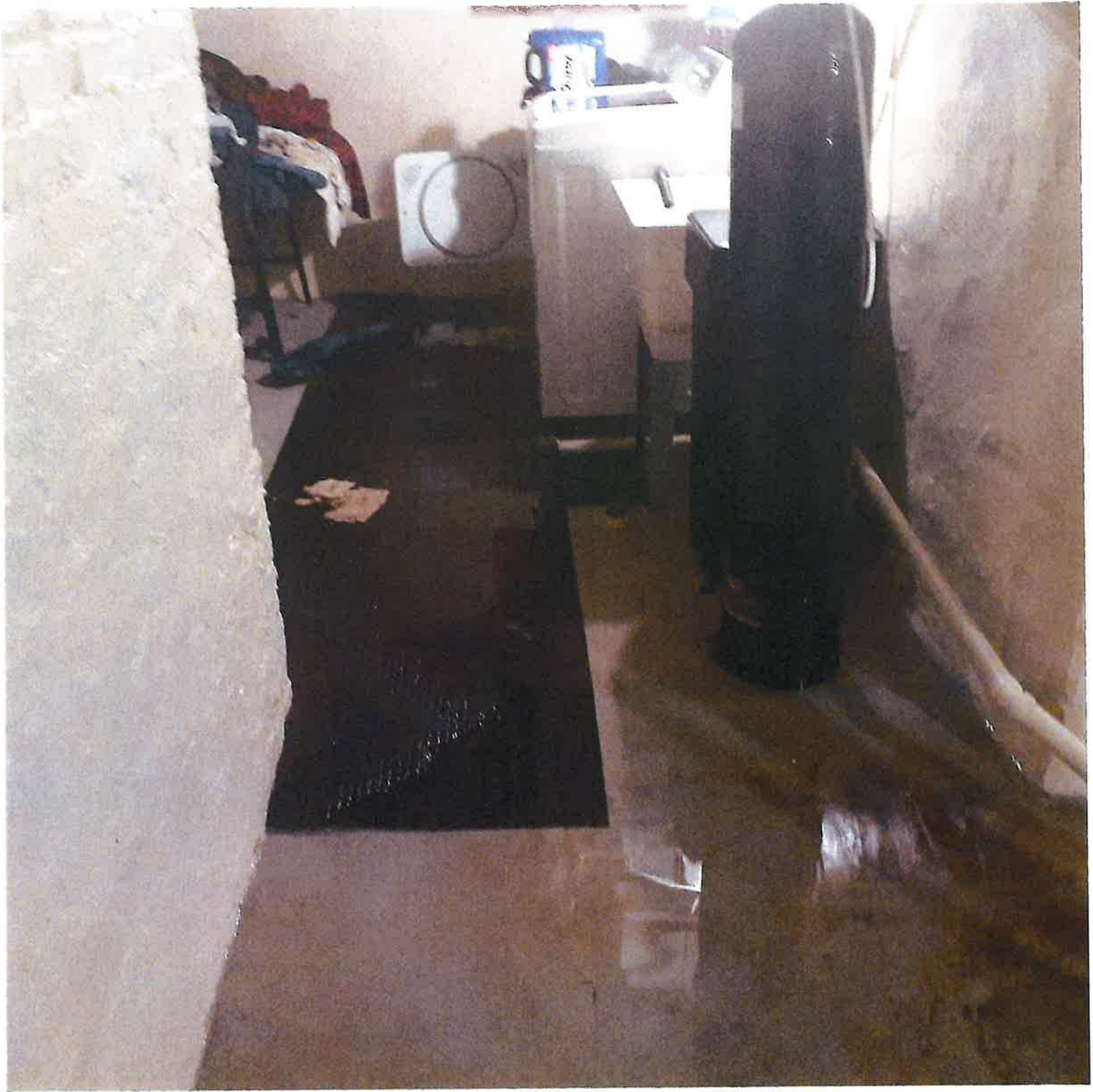




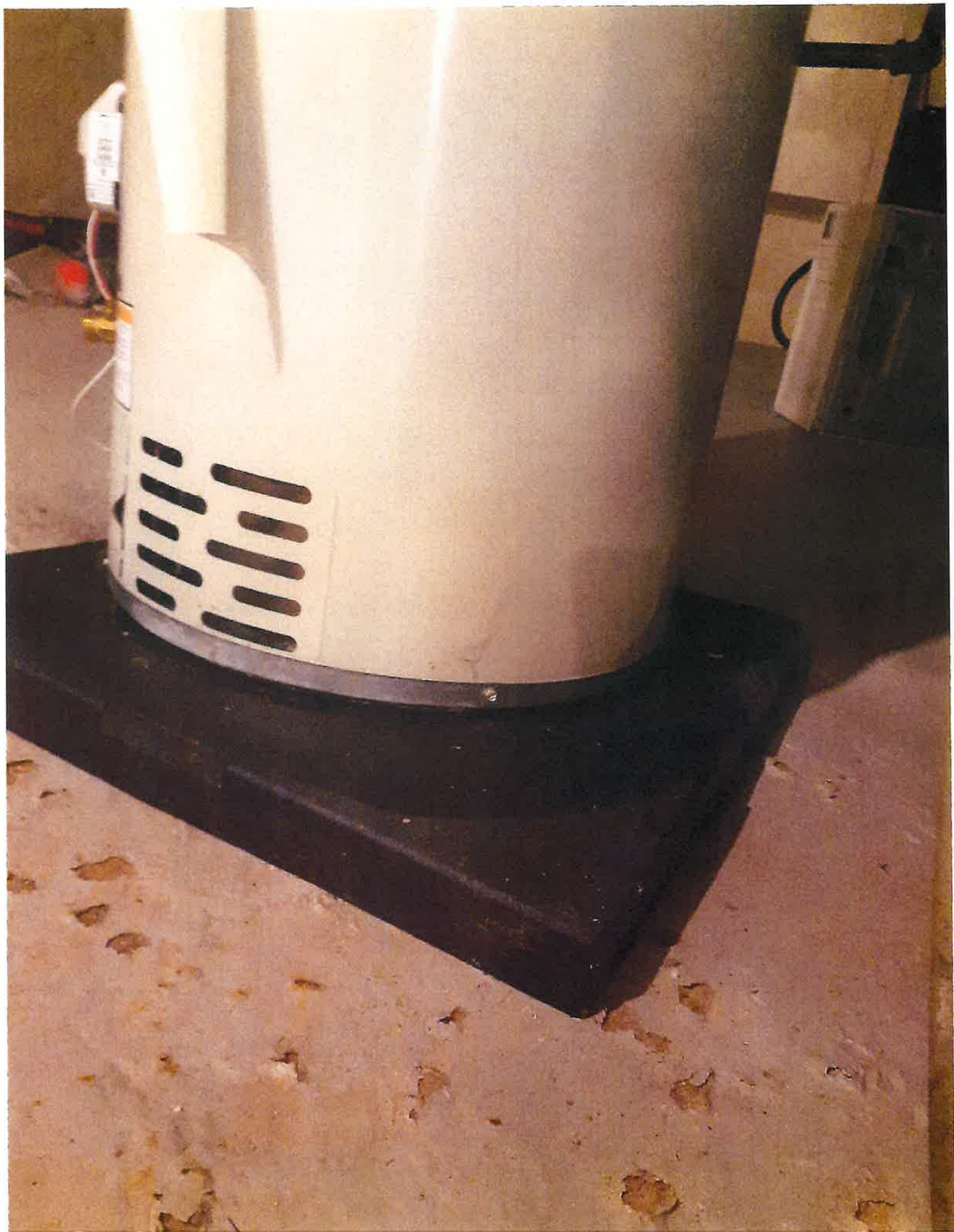












Memo

To: Mayor and City Council
From: Mike Drella
cc:
Date: March 15, 2021
Re: TRIPP ROAD RECAPTURE ORDINANCE

In 2017, the City, pursuant to an agreement with Becknell Industrial, reconstructed Tripp Road in the vicinity of the Magna manufacturing plant. A portion of the total cost was paid by Becknell and a grant that was received from IDOT. The City expended \$268,028.00 of City funds in the reconstruction.

Attached is a proposed ordinance to recapture the City's cost of reconstructing Tripp Road from adjacent property owners at the time they develop their property. This will allow the City to recover the cost it expended in the reconstruction.

RECOMMENDATION: Motion to approve an Ordinance Establishing Recapture for Tripp Road Reconstruction Between Crystal Parkway and Corporate Parkway in the City of Belvidere.

ORDINANCE #
AN ORDINANCE ESTABLISHING
RECAPTURE FOR TRIPP ROAD RECONSTRUCTION
BETWEEN CRYSTAL PARKWAY AND CORPORATE PARKWAY
IN THE CITY OF BELVIDERE, ILLINOIS

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

SECTION 1: The City of Belvidere (the City) constructed, or caused to be constructed, certain improvements (the Improvements) to Tripp Road between Crystal Parkway and Corporate Parkway in connection with the development of a manufacturing facility located at 675 Corporate Parkway Belvidere Illinois. The total cost of constructing the Tripp Road improvements was \$577,456.60. After accounting for grants received from the Illinois Department of Transportation and funds paid by the owners of 675 Corporate Parkway, \$268,028.30 (the Recapture Amount) is subject to recapture from property owners adjacent to Tripp Road. The Recapture Amount is an amount owed to the City of Belvidere to recover the cost of the Tripp Road improvements.

SECTION 2: The Corporate Authorities find that the properties identified in Exhibit A, which is attached hereto and incorporated herein, have benefited or will benefit from the improvements to Tripp Road identified above. These properties may be referred to as the Benefited Properties. In the event any of the Benefited Properties are sub-divided or split in the future, each new property shall also be considered a Benefited Property.

SECTION 3: The Corporate Authorities find that the most equitable method of assessing the Recapture Amount is on a “front foot” basis based upon each of the Benefited Properties’ linear frontage upon Tripp Road. The front foot recapture fee (the Recapture Fee) shall, as of the date of this Ordinance, be \$108.35 per linear foot of frontage upon Tripp Road. Exhibit A identifies the total Recapture Fee owed by each of the Benefited Properties as of the date of this Ordinance. The Recapture Fee shall be adjusted annually in accordance with the Construction Cost Index. In the event the Construction Cost Index is not available, the Consumer Price Index – all urban, shall be used in its place.

SECTION 4: The City of Belvidere shall collect, and each Benefited Property shall pay to the City of Belvidere, the applicable Recapture Fee upon the earliest to occur of: 1) annexation of the Benefited Property to the City of Belvidere as a condition of annexation; 2) prior to approval of any plat of subdivision or planned unit development; 3) prior to issuance of any building permit by the City of Belvidere for any structure on the Benefited Property; or 4) prior to any new driveway permit being issued with respect to a Benefited Property accessing Tripp Road. The owner(s) of any Benefited Property may pre-pay the Recapture Fee without penalty if they so choose. The Corporate Authorities may modify the payment obligations of the Recapture Fee set forth in this Ordinance through the approval of any annexation agreement or development agreement adopted and approved by the Corporate Authorities without amending this Ordinance.

SECTION 5: In the event a Recapture Fee is not paid when due and owing, any of the above approvals may, at the option of the City of Belvidere, be deemed void. Further, the Recapture Fee shall become a lien upon the Property and the City may proceed to collect the Recapture Fee by an action at equity or law against the then current owners of the relevant Benefited Property.

SECTION 6: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Voting Aye: .
Voting Nay:
Abstain:
Absent: .

APPROVED:

Mayor Michael W. Chamberlain

ATTEST:

City Clerk Sarah Turnipseed

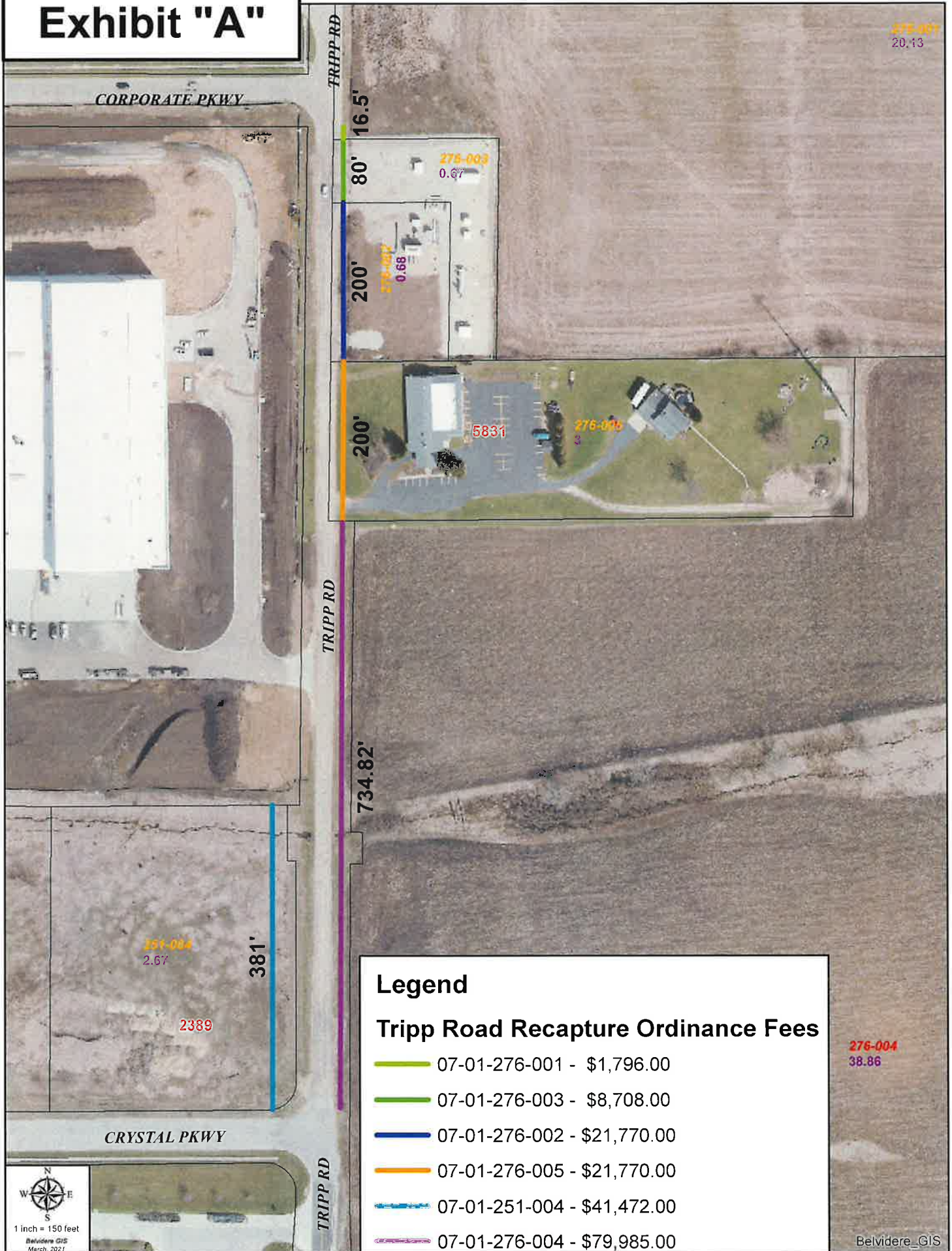
(SEAL)

Passed:

Approved:

J:\Draft Ordinances\Tripp Road Recapture.doc

Exhibit "A"



275-007
20.13

275-003
0.67

200'

200'

5831

276-005

TRIPP RD

TRIPP RD

TRIPP RD

CORPORATE PKWY

CRYSTAL PKWY

80' 16.5'

734.82'

381'

251-004
2.67

2389

276-004
38.86



1 inch = 150 feet
Belvidere GIS
March, 2021



*Your Turn-Key Project Source for Audible and Visual Emergency Alerting,
Notification and Communications Systems*

April 1, 2021

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

**RE: Outdoor Warning Siren System Annual Preventative Maintenance Agreement
Renewal - Agreement No.: PMA-050191B**

Dear Mayor Chamberlain:

Please find enclosed our Invoice #0033324 itemizing the renewal of our Preventative Maintenance Agreement for the Outdoor Warning Siren System in the City of Belvidere for the period from May 1, 2021 thru April 30, 2022. This will continue your coverage of your existing sirens for a period of one (1) year. We will continue our maintenance program as outlined on the enclosed Agreement and Addendum A documents.

Please sign both copies of the enclosed Agreement, as well as the applicable Addendum(s), retain one (1) signed original for your records and return one (1) signed original with a check or purchase order if required, no later than April 30, 2021 so that your coverage will not be interrupted. In the event we do not receive the signed agreement renewal prior to April 30, 2021, the agreement will expire and any requested service to the siren system will be performed on a time and material basis until the agreement is renewed.

On behalf of Braniff Communications, Inc., I would like to thank you for granting our firm the opportunity to provide the City of Belvidere with the enclosed Maintenance Agreement renewal and extend our sincerest interests in assisting you with the long-term future support and maintenance of the Outdoor Warning Siren System equipment. We truly appreciate your business.

Should you have any questions or if Braniff Communications, Inc. can offer any further assistance, please don't hesitate to contact us at your earliest convenience.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jeffrey M. Ryba', is written over a faint, circular stamp or watermark.

Jeffrey M. Ryba
President

Encl.


BRANIFF COMMUNICATIONS, INC.
 4741 W. 136TH ST., CRESTWOOD, ILLINOIS 60418
 VOICE: (708) 597-3200 FAX: (708) 597-3307

AGREEMENT NO.: PMA-050191B
OUTDOOR WARNING SIREN SYSTEM
PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

CUSTOMER NAME CITY OF BELVIDERE			AGREEMENT DATE: 4/1/2021	AGREEMENT TYPE <input type="checkbox"/> NEW <input checked="" type="checkbox"/> RENEWAL	
BILL TO ADDRESS 401 WHITNEY BLVD			AGREEMENT COVERAGE PERIOD 5/1/2021 - 4/30/2022		
CITY BELVIDERE	STATE IL	ZIP CODE 61008	MAINTENANCE INSPECTION INTERVAL <input checked="" type="checkbox"/> ANNUAL <input type="checkbox"/> OTHER		SERVICE TYPE/COVERAGE <input type="checkbox"/> T&M <input checked="" type="checkbox"/> AGREEMENT
ADMINISTRATIVE CONTACT NAME MAYOR CHAMBERLAIN	PHONE 815-547-5210	FAX	APPLICABLE ADDENDUMS <input type="checkbox"/> NONE <input checked="" type="checkbox"/> ADDENDUM A <input type="checkbox"/> ADDENDUM B		
INSPECTION REPORT CONTACT NAME SARAH TURNIPSEED			MAINTENANCE TO BE PERFORMED BY THE FOLLOWING FACILITY	NAME BRANIFF COMMUNICATIONS, INC.	
INSPECTION REPORT CONTACT E-MAIL CITYCLERK@CI.BELVIDERE.IL.US				ADDRESS 4741 WEST 136TH STREET	
				CITY CRESTWOOD	STATE IL
			CONTACT SERVICE DEPT.	PHONE 708-597-3200	FAX 708-597-3307

QTY.	MODEL DESCRIPTION AND SITE LOCATION	PER UNIT	EXTENDED
9.00	FEDERAL SIGNAL 2001 SERIES, AC/DC OPERATED, OUTDOOR WARNING SIRENS COMPLETE WITH ALL RELATED POLE-MOUNTED SIREN MOTOR/RF CONTROLS AND ELECTRICAL DISTRIBUTION EQUIPMENT, INCLUDING BATTERIES, AT THE FOLLOWING SITE LOCATIONS: MAIN & PERRY (BOONE COUNTY COURTHOUSE) GENOA ROAD & PERSSONS WYCLIFF ESTATES ON GENOA RD. NEWBURG WATER TREATMENT PLANT 900 CRYSLER DRIVE LAKE SHORE & HIGHLINE NEWBURG @ IMRON BONUS AVENUE WATER BEND DR. & RUSTIC WATERS CT.	\$620.00	\$5,580.00
TOTAL AMOUNT OF MAINTENANCE AGREEMENT			\$5,580.00

PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT.

CUSTOMER AGENT / REPRESENTATIVE (PRINT NAME)	BRANIFF COMMUNICATIONS, INC. JEFFREY M. RYBA, PRESIDENT
SIGNATURE	SIGNATURE 
DATE	DATE 4/1/2021

TERMS AND CONDITIONS

This Maintenance Service Agreement, (this Agreement), is between BRANIFF COMMUNICATIONS, INC., a corporation, ("BRANIFF") and the ("CUSTOMER") as indicated on the reverse side of this Agreement. In consideration of the mutual agreement herein contained, BRANIFF and the CUSTOMER agree as follows:

- 1.) Subject to the terms and provisions of this Agreement, BRANIFF, hereby agrees to maintain and service equipment, (the OUTDOOR WARNING SIREN EQUIPMENT), described on the reverse side of this Agreement including the referenced and/or attached Addendum(s) beginning and ending on the dates indicated.
- 2.) CUSTOMER hereby agrees to pay BRANIFF the total of annual charge(s) set forth on the reverse side for the term of this Agreement in one or more annual payment(s), due on the date(s) hereof. In addition CUSTOMER shall pay for any applicable sales, use, excise or other taxes, if any, which may be imposed upon the furnishings of parts, components or services pursuant of this Agreement. In cases where the CUSTOMER is exempt from such taxes, an exemption certificate must be furnished by CUSTOMER.
- 3.) After the term of this Agreement, this Agreement may be renewed by mutual agreement of the parties, in writing. BRANIFF shall have the option to change and/or revise annual charges for the Agreement renewal and shall notify CUSTOMER of such revisions within thirty (30) day written notice from end of the Agreement term.
- 4.) BRANIFF shall perform its obligation hereunder during normal business hours at the location(s) of the equipment as provided by the CUSTOMER and indicated on the reverse side of this Agreement in accordance with the referenced and/or attached Addendum(s) of this Agreement as outlined on our inspection reports pertaining to each siren.
- 5.) The service to be performed by BRANIFF hereunder shall consist of repair or replacement of the EQUIPMENT and parts and components thereof which have malfunctioned or become inoperative in normal wear and usage as outlined on referenced and/or attached Addendum(s), but shall not include interface equipment or, in the instance of radio products, antennas, external microphones and other accessory items. This Agreement does not extend to repair or replacement of the EQUIPMENT or parts or components thereof which have malfunctioned or become inoperative for any other reason, including but not limited to misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty, or modification or alteration by any party other than BRANIFF.
- 6.) BRANIFF'S obligation to service the EQUIPMENT pursuant to this Agreement shall consist of its obligation of repair or replacement herein above set forth. In the event of any breach of such obligation by BRANIFF, CUSTOMER'S sole remedy shall be to terminate this Agreement and receive from BRANIFF the lesser of: (i) the actual and reasonable cost of such repair or replacement by another party; or (ii) the monthly charges theretofore paid by CUSTOMER in respect of such of the EQUIPMENT for which breach is claimed by CUSTOMER. In no event shall BRANIFF be responsible for consequential damages or other damages, such as, but not limited to, loss of profits, cost of purchasing or renting replacement equipment, or loss of use of the EQUIPMENT or the site where the EQUIPMENT is installed. This limitation on the liability of BRANIFF shall not extend to any claim for damages arising out of injury to person or property directly and proximately caused by the EQUIPMENT.
- 7.) BRANIFF shall perform its obligation hereunder at the sites as designated by the CUSTOMER. The CUSTOMER shall be responsible for providing access to the EQUIPMENT as well as providing a safe and suitable working site, and shall be responsible for additional costs or expenses incurred by BRANIFF in performing services at such site(s), including, but not limited to transportation costs, temporary equipment rentals, employee overtime, and additional labor costs resulting from utilization of local union workmen to conform with any agreement or other requirements affecting such work site(s).
- 8.) Any item of the EQUIPMENT which is not new or which has not been subject to a maintenance service agreement with BRANIFF immediately prior to this Agreement shall be inspected by BRANIFF at CUSTOMER'S request and restored to operative condition at the expense of CUSTOMER. In the event that BRANIFF is unable to restore the EQUIPMENT to operative condition, then effective upon the date of notice of such fact to CUSTOMER, this Agreement shall be terminated as to such EQUIPMENT and the charges hereunder equitably reduced. Such termination shall have no effect as to any other EQUIPMENT herein above specified, and in addition, CUSTOMER shall pay BRANIFF its reasonable charges for parts and labor expended in its attempt to restore such EQUIPMENT to operative condition.
- 9.) BRANIFF warrants that parts, components and services furnished pursuant to this Agreement shall be commercially free from defects of material and workmanship at the time EQUIPMENT is being serviced. Any claim for breach of this warranty shall be ineffective unless written notice thereof shall be given to BRANIFF within the period of one year from the date hereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.
- 10.) BRANIFF shall use reasonable diligence to perform its obligation hereunder on a commercially timely basis but subject to delays or failure resulting from fire, war, labor disputes, acts of God, governmental regulations, commercial shortages, component or material unavailability, weather conditions, and other causes beyond its reasonable control. Performance by BRANIFF is further conditioned upon complete information or instructions being furnished by CUSTOMER regarding inoperative or malfunctioning conditions of the EQUIPMENT and possible causes thereof.
- 11.) BRANIFF shall be responsible for all loss of or damage to the EQUIPMENT while in the possession of BRANIFF and CUSTOMER shall be responsible for all loss of or damage to the EQUIPMENT while in transit to or from BRANIFF'S Service Shop designated pursuant to this Agreement. Notwithstanding the foregoing, unless otherwise instructed by CUSTOMER, BRANIFF shall insure return shipments of the EQUIPMENT to CUSTOMER for not less than replacement value thereof and the cost of such insurance shall be billed to and paid for by the CUSTOMER.
- 12.) CUSTOMER represents and warrants that: (i) CUSTOMER owns the EQUIPMENT or has full right of possession and use thereof throughout the term of this Agreement; (ii) CUSTOMER has full power and authority to enter into this Agreement; and (iii) the performance of this Agreement by BRANIFF as herein above set forth will not violate any contracts or arrangements to which CUSTOMER is a party or which may be binding upon CUSTOMER.
- 13.) This Agreement may be terminated: (i) by either party hereto in whole or in part as to less than all items of the EQUIPMENT upon giving the other party ninety (90) days advance written notice of its intent to terminate; or (ii) by CUSTOMER upon giving BRANIFF written notice thereof within 15 days after BRANIFF shall have designated a different service facility pursuant to paragraph 3 hereof. Upon the effective date of any such termination all rights and obligations hereunder shall cease and terminate except that: (i) BRANIFF shall complete all services herein required of it with respect to EQUIPMENT theretofore delivered to BRANIFF and shall return same to CUSTOMER; (ii) CUSTOMER shall pay for all charges or other costs accruing prior to the effective date of termination or with respect to EQUIPMENT thereafter returned to CUSTOMER by BRANIFF; and (iii) BRANIFF shall return to CUSTOMER all payments made by CUSTOMER applicable to terminated maintenance services to have been rendered by BRANIFF subsequent to the effective date of termination.
- 14.) This Agreement constitutes the only agreement between BRANIFF and CUSTOMER respecting the subject matter hereof and supersedes all prior agreements or understands, whether written or oral. This Agreement may not be amended or modified except in a writing signed by BRANIFF and CUSTOMER. Neither party may assign any rights hereunder without the prior written consent of the other. This Agreement shall be solely for the benefit of BRANIFF and CUSTOMER and no other party shall have any rights hereunder.

ADDENDUM A
AGREEMENT NO. PMA-050191B
OUTDOOR WARNING SIREN SYSTEM
PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

A.1 PREVENTATIVE MAINTENANCE INSPECTION INTERVAL AND COVERAGE

- A.1.1 Pricing itemized in this agreement includes an annual, on-site preventative maintenance inspection visit at each of the nine (9) warning siren sites in the City of Belvidere.
- A.1.2 Pricing itemized in this agreement includes all applicable travel time associated with the on-site, preventative maintenance inspections.
- A.1.3 In addition to the on-site preventative maintenance inspection(s), Braniff Communications, Inc. shall provide field service repair in the event of equipment failure(s) discovered during regular monthly testing of the system or other system testing and/or monitoring procedures and shall respond to such service requests within 72 hours, weather permitting. These repairs, caused by normal wear and tear and necessary to maintain the preparedness of the warning system, include all applicable travel and on-site repair labor. Also included, are all required minor replacement parts such as switches, relays, belts, fuses, semiconductors, or any minor part with a published list price of \$50.00 or less. The loss of electrical service power at/to the warning siren site is not a covered repair.
- A.1.4 This Preventative Maintenance Service Agreement does not include the replacement of major warning siren components, including the repair labor associated with the replacement of these components, including but not limited to;
- A.1.4.1 RF Siren Controller including FM Receiver, Tone Decoder and Timer
 - A.1.4.2 Main Siren Horn Assembly
 - A.1.4.3 Siren Chopper Motor Assembly
 - A.1.4.4 Chopper Housing Assembly (T-1000/1003 & 2001 Series)
 - A.1.4.5 Siren Rotator Motor/Gear Reducer Main Assembly
 - A.1.4.6 Blower Motor/Pump/Housing Assembly (T1000/1003 Series)
 - A.1.4.7 Pole-Mounted Enclosures, including Motor Controls and Battery Storage
 - A.1.4.8 Treated Wooden Utility Pole / Galvanized Steel Pole.
- A.1.5 In the event of a non-covered repair, Braniff Communications, Inc. will submit a detailed labor and parts estimate of the repair cost in accordance to the rates itemized under items A.5 and A.6., and will delay such repair(s) until the City of Belvidere issues a repair purchase order. Such delay shall not interfere with the scheduled maintenance on the balance of the warning system.

A.2 WARNING SIREN SITE ACCESS

- A.2.1 The City of Belvidere shall be responsible to provide for, or facilitate, access by Braniff-owned vehicles including aerial bucket truck(s) and Service Van(s) at each warning siren site as required to perform the preventative maintenance inspection(s) or repairs.
- A.2.2 Site landscape restoration shall be incidental and is not provided for, nor included, in this agreement.

A.3 APPLICABLE MAINTENANCE INSPECTION SCHEDULE(S)

- A.3.1 Preventative maintenance inspections shall be performed in accordance with, as well as documented per, Braniff inspection schedule(s) #2001DC.

A.4 SIREN SYSTEM ACTIVATION CONTROL & STATUS MONITORING STATIONS

- A.4.1 Unless specified and listed on the Preventative Maintenance Service Agreement, any required or recommended equipment inspection and/or repair, including troubleshooting, training and re-alignment required at any applicable Municipal Police/Fire/EMA facility, and/or contracted dispatching agent's facility, should be referred to the equipment service provider under contract or shall be performed, by Braniff, in accordance to the rates itemized under items A.5 and A.6.

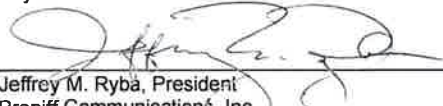
A.5 SERVICE LABOR RATES

- A.5.1 Warning siren site and/or activation control & monitoring station equipment repair, not covered under the Preventative Maintenance Service Agreement as listed under A.1 and A.4, shall be performed according to the labor rates listed herein.
- A.5.2 A Service Call or Travel Labor Charge of \$75.00 per hour shall apply to each hour of travel time and will be billed in ½ hour increments.
- A.5.3 Braniff Communications, Inc. shall supply, as required and requested by the, City of Belvidere a Field Service Technician / Service Van at a rate of \$135.00 per on-site hour billed in ½ hour increments.
- A.5.4 Braniff Communications, Inc. shall supply, as required and requested by the City of Belvidere, an Aerial Bucket Truck with Operator at a rate of \$165.00 per hour, portal to portal.
- A.5.5 Braniff Communications, Inc. shall supply, as required and requested by the City of Belvidere, an additional Field Service Technician at a rate of \$90.00 per hour, portal to portal.
- A.5.6 When and as applicable, Braniff Communications, Inc. shall conform to the regulations, requirements and rates set forth under the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

A.6 PARTS / MATERIAL DISCOUNT AND PROCUREMENT

- A.6.1 Any required replacement parts, including replacement batteries, shall be furnished by Braniff Communications, Inc. at a discounted rate of 15% off published list price.
- A.6.2 Any proprietary parts that may be required, other than those manufactured by, or utilized by, Federal Signal Corporation, may be available for sale to the end-user only. Under such circumstances, the City of Belvidere shall assist Braniff Communications, Inc. in securing any such applicable part(s) as required.
- A.6.3 In the event of part unavailability due to product obsolescence, Braniff Communications, Inc. shall diligently pursue the procurement of equivalent substitute, refurbished, or used part(s) to complete warning siren equipment repair(s). Under certain circumstances, equivalent substitute, refurbished, or used parts may not be available and replacement components or product shall be quoted.

Preventative Maintenance Service Agreement No. PMA-050191B, Addendum A
City of Belvidere


Jeffrey M. Ryba, President
Braniff Communications, Inc.
4/1/2021

Customer Agent / Representative
City of Belvidere

BRANIFF COMMUNICATIONS, INC.

4741 W. 136th St., Crestwood, Illinois 60418
Voice: (708) 597-3200 Fax: (708) 597-3307

INVOICE

PLEASE CONTACT CUSTOMER SERVICE WITH ANY QUESTIONS REGARDING THIS INVOICE. THANK YOU FOR YOUR CONTINUED BUSINESS.

PAGE 1

INVOICE NO.: 0033324
INVOICE DATE: April 1, 2021
CUSTOMER P.O.: PMA-050191B
SALES ORDER NO.: SO-
PAYMENT TERMS: Net 30 Days

SOLD TO: 990000291
City of Belvidere
Attn: Accounts Payable
401 Whitney Blvd.
Belvidere, IL 61008
USA
Voice: 815-547-6332
Fax: 815-544-9603

SHIP TO:
City of Belvidere
401 Whitney Blvd.
Belvidere, IL 61008
USA

MODEL/PART NUMBER	DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
MAINT_AGREEMENT	Annual Preventative Maintenance Agreement Fee for the (9) Outdoor Warning Sirens in the City of Belvidere as per Agreement #PMA-050191B.	1.00	5,580.00	5,580.00

Shipped Via: Field Service
Ship Date: May 1, 2021

SUBTOTAL	5,580.00
SALES TAX	
SHIPPING & HANDLING	
TOTAL INVOICE AMOUNT	5,580.00
PAYMENT RECEIVED	
TOTAL	5,580.00

CHECK NO.:

ANY PAYMENT REQUIRED UNDER THIS INVOICE IS SUBJECT TO THE TERMS STATED ABOVE.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 4/7/2021
Re: Farmington Ponds 2021 Maintenance Agreement

Attached is the proposal from Lakeland Biologists for the 2021 maintenance of the Farmington Ponds.

The following is a comparison of costs from previous agreements:

Item	2018 Cost	2019 Cost	2020 Cost	2021 Cost
1. Inspection, Cleanup & Litter Removal	\$110.00	\$115.00	\$125.00	\$125.00
2. Chemical Treatment	\$265.00	\$265.00	\$285.00	\$295.00
3. Chemicals				
Aquathol	\$132.00/gal	\$132.00/gal	\$134.00/gal	\$135.00/gal
Cutrine Ultra	\$60.00/gal	\$60.00/gal	\$60.00/gal	\$60.00/gal
Reward	\$175.00/gal	\$175.00/gal	\$175.00/gal	\$175.00/gal
Navigate	\$4.50/lb	\$4.55/lb	\$4.55/lb	\$4.85/lb
Enzymes	\$80.00/gal	\$80.00/gal	\$85.00/gal	\$80.00/gal
Dye	\$48.00/qt	\$48.00/qt	\$53.00/qt	\$35.00/qt
4. Mileage (per trip)	\$50.00/ea	\$50.00/ea	\$50.00/ea	\$50.00/ea
5. Total Cost	\$14,919.66	\$15,724.85	\$9,971.82 (to date)	\$16,000.00 (estimate)

I would recommend entering into an agreement with Lakeland Biologists for the 2021 Farmington Ponds Maintenance Program at an estimated cost of \$16,000.00. This work will be paid for from the Farmington Ponds Special Service Areas. The maintenance budget for the Farmington Ponds is \$22,200.00.



2021 AQUATIC PLANT MANAGEMENT AGREEMENT

THIS AGREEMENT, is made between Lakeland Biologists LLC, located at 405 Travis Lane, Waukesha, Wisconsin 53189 and City of Belvidere (hereinafter called "Customer"). For and in Consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. AGREEMENT: Lakeland Biologists hereby agrees to provide "Herbicide/Algaecide Control of aquatic plants and/or algae" for the benefit of Customer, and Customer hereby accepts such services at the following properties: City of Belvidere. "Herbicide/Algaecide control of aquatic plants and/or algae" as used herein shall mean the application of herbicides or algaecides (treatments) to control and reduce the excessive growth of submerged water plants and/or algae in the water. "Submerged aquatic plants" as used herein shall mean those plants which have leaves or other foliage beneath the water surface through which herbicides can be introduced into the plant system; such term excludes plants known as cattails, reeds, rushes, water lilies, floating duckweed, watermeal, or planktonic algae unless specifically provided herein.

2. TERM OF AGREEMENT: The terms of this agreement shall cover from the date of the first application and/or continue until date specified: September 30th, 2021.

3. SERVICES PROVIDED: Lakeland Biologists shall supply all necessary labor, materials, equipment, and technical advice in providing "Aquatic Management Services" to Customer's pond/lake. This includes the application of aquatic algaecides and herbicides to maintain and improve water quality.

Customer shall provide a suitable boat-launching site and pay any applicable launching fees necessary to provide "Aquatic Management Services" in said water area.

4. COST AND TERMS OF PAYMENT: The cost to the Customer for all management in the 2019 calendar year supplied by Lakeland Biologists will not exceed **\$16,000**. Herbicide/Algaecide costs are based on the amount of herbicides/algaecides used.

_____ (Customer initials) I approve the accompanying estimate #6155.

Customer to be invoiced approximately monthly through season for services performed. Balance due no later than 30 days following receipt of invoice. Late Payment will be subject to a service charge of 1.5% per month (18% Annual Percentage Rate) after 5 days. The Customer agrees to reimburse Lakeland Biologists for any expenses incurred by Lakeland Biologists in protecting and/or enforcing its rights under this agreement in the event of any default by the customer. Expenses include, without limitation, reasonable attorney fees, legal expenses, and other costs of collection.

Customer Signature: _____

Date: _____

5. PERMIT: It is understood between the parties that certain state and /or local permits may be necessary prior to the commencement of “Aquatic Management Services”, and the provisions of the Agreement are subject to all terms and conditions of any such permits and applicable state and/or local laws or regulations. Customer shall apply for and be responsible for all necessary permits. Lakeland Biologists will cooperate with Customer in obtaining and completing such applications and submit them to the Wisconsin DNR, if necessary. Customer agrees to pay the cost of any permit fees, if applicable.

6. LIABILITY: It is specifically understood that Lakeland Biologists shall not be liable for any personal injury and/or property damage resulting from exposure or use; either by drinking, spraying or otherwise of chemically treated water. It is further understood that although precautions are taken to prevent the loss of fish life, that some fish loss may occur and that Lakeland Biologists is not liable. Lakeland Biologists is responsible for its own personnel on the water during the Term of Agreement.

7. PROFESSIONAL EXPECTATIONS, CONSIDERATIONS, AND WARRANTY: Lakeland Biologists is fully aware and appraised of all rules and laws that are applicable to the storage, transportation, handling, applications, and disposal of aquatic herbicides. Lakeland Biologists is expected to perform all work in compliance with all rules, laws, and directives provided by the state and federal registered labels attached to the herbicides used to complete this work. Furthermore, Lakeland Biologists shall be required to meet or exceed the requirements of all applicable laws, rules, permits, and labels. Failure to meet any of these minimum requirements shall be considered as non-performance of the stated work. All persons involved in the handling and application of the herbicides used to complete this work shall have been trained, licensed, certified, and insured in the proper use and handling of these compounds. Furthermore, they shall comply with the requirements of the pesticide label relative to the wearing of protective clothing and devices. No other warranties or guarantees are given or implied.

8. WARNING SIGNS: Lakeland Biologists/Customer will post the required warning signs for the herbicide treated water unless specifically directed not to.

9. CUSTOMER AUTHORIZATION: Customer represents and warrants that the Customer has duly authorized this Agreement, and that the persons executing this Agreement have the authority to execute this Agreement on Customer’s behalf.

10. MISCELLANEOUS: This Agreement shall be construed under and in the Courts of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties, and the properly authorized representatives, successors, and assigns may amend it only in writing. This Agreement shall work to the benefit of and be binding upon the parties hereto, their respective personal representatives, successors, and assigns.

THIS AGREEMENT shall become invalid if not signed and returned to Lakeland Biologists within 30 days.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this _____ day of _____, 2021.

LAKELAND BIOLOGISTS

CUSTOMER NAME & TITLE

By: _____

By: _____

ASSOCIATION/PROPERTY NAME: _____

Date: _____

Date: _____

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

EASEMENT AGREEMENT

THIS INDENTURE WITNESSETH, that

WHEREAS, the City of Belvidere, a municipal corporation located in the County of Boone and State of Illinois, operates a public park commonly known as the General Mills Park (the Park); and

WHEREAS, the City desires to expand the Park to provide additional recreational opportunities to the City's residents; and,

WHEREAS, the Grantor, Lake Bonita LLC, is the owner in fee simple of the premises described in the attached Exhibit A (the Real Estate), which is incorporated herein by this reference, and is willing to grant a perpetual easement upon, and through the Real Estate for the purpose herein specified;

NOW THEREFORE, in consideration of One Dollar 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 the perpetual easement, privilege, right and authority to construct, reconstruct, inspect, repair, maintain and operate a public park, under and through the Real Estate owned by the undersigned Grantor set forth and shown on the attached Exhibit A and further described as follows, to wit:

Part of the Southeast Quarter (1/4) of Section 22, Township 44 North, Range 3 East of the Third Principal Meridian, bounded and described as follows to-wit: Commencing at the point of intersection of the Southwesterly line of Christi Lane, as conveyed to the City of Belvidere by Document No. 80-511 as recorded in the Recorder's Office of Boone County, Illinois and the Northwesterly right of way line of High Line Street as dedicated upon the Plat of Road Dedication as recorded in Book 6 of Plats on page 44 and 45 as Document No. 10232 in said Recorder's Office, Also being the Northeasterly corner of the premises recorded as Document NO. 03R10162 in said Recorder's Office; thence South 32 degrees 08' 39" West along the Northwesterly right of way line of High Line Street and along the Southeasterly line of the premises conveyed as Document No. 03R10162, a distance of 165.00 feet more or less to the Southeasterly corner said premises conveyed as Document No. 03R10162; thence North 57 degrees 49' 25" West along the Southwesterly line of said premises conveyed as document No. 03R10162 a distance of 21.0 feet to the PLACE OF BEGINNING; thence South 32 degrees 08' 39" West a distance of 50.79 feet to the Westerly extension of the North right of way line of Lake Shore Drive; thence South 89 degrees 37' 07" West along said Westerly extension a distance of 81.0 feet; thence North 00 degrees 22' 53" West a distance of 46.0 feet; thence North 32 degrees 10' 35" East a distance of 55.59 feet more or less to the Southwesterly line of the aforesaid premises conveyed as Document N. 03R10162; thence South 57 degrees 49' 25" East along said Southwesterly line a distance of 93.0 feet to the Place of Beginning, situated in the County of Boone, State of Illinois.

In consideration of the grant of easement herein contained ("Easement Premises"), the City of Belvidere hereby agrees with the Grantor(s) herein, as follows:

1. That, the City of Belvidere, or its authorized contractor, shall have exclusive use the Easement Premises for the purpose of constructing, maintaining a public park and open space for the use and enjoyment of the general public, including but not limited to construction of sports facilities and structures.
2. This easement is exclusive and Grantor(s) agrees that it is relinquishing all right and power to use the Easement Premises for its own purposes other than as a member of the General Public.
3. Grantor(s) and the City of Belvidere agree that the Easement Premises are a part of a larger parcel of land commonly known as pin 05-22-451-007 which is legally described in a document of conveyance which is recorded as Document No. 71-2550 in the Boone County Recorder's Office (the Remainder Parcel). The Grantor(s) and the City of Belvidere agree that at such time as Grantor(s), subdivide or seek to convey to a third party the Remainder Parcel or the Easement Premises, the Grantor(s) shall dedicate fee

simple title to the Easement Premises unto the City of Belvidere for no additional compensation.

4. The City of Belvidere will indemnify and hold harmless the Grantor(s) from any loss, damage or expense in the nature of any legal liability which said Grantor(s) may suffer, incur or sustain, arising out of or as a result of the use of the Easement Premises as a public park. The City of Belvidere shall cause Grantor(s) to be added as an additional insured to any liability insurance policy the City of Belvidere may obtain relating to its operation of the Easement Premises as a public park.
5. This indenture shall run with the land, and shall be binding upon the grantees, assigns, heirs and successors of the parties hereto. All grantees, assigns, heirs and successors of the Grantor(s) shall be deemed Grantor(s) under this Easement Agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant of Easement effective this day of _____, 20__.

By Grantor: Lake Bonita, LLC

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__.

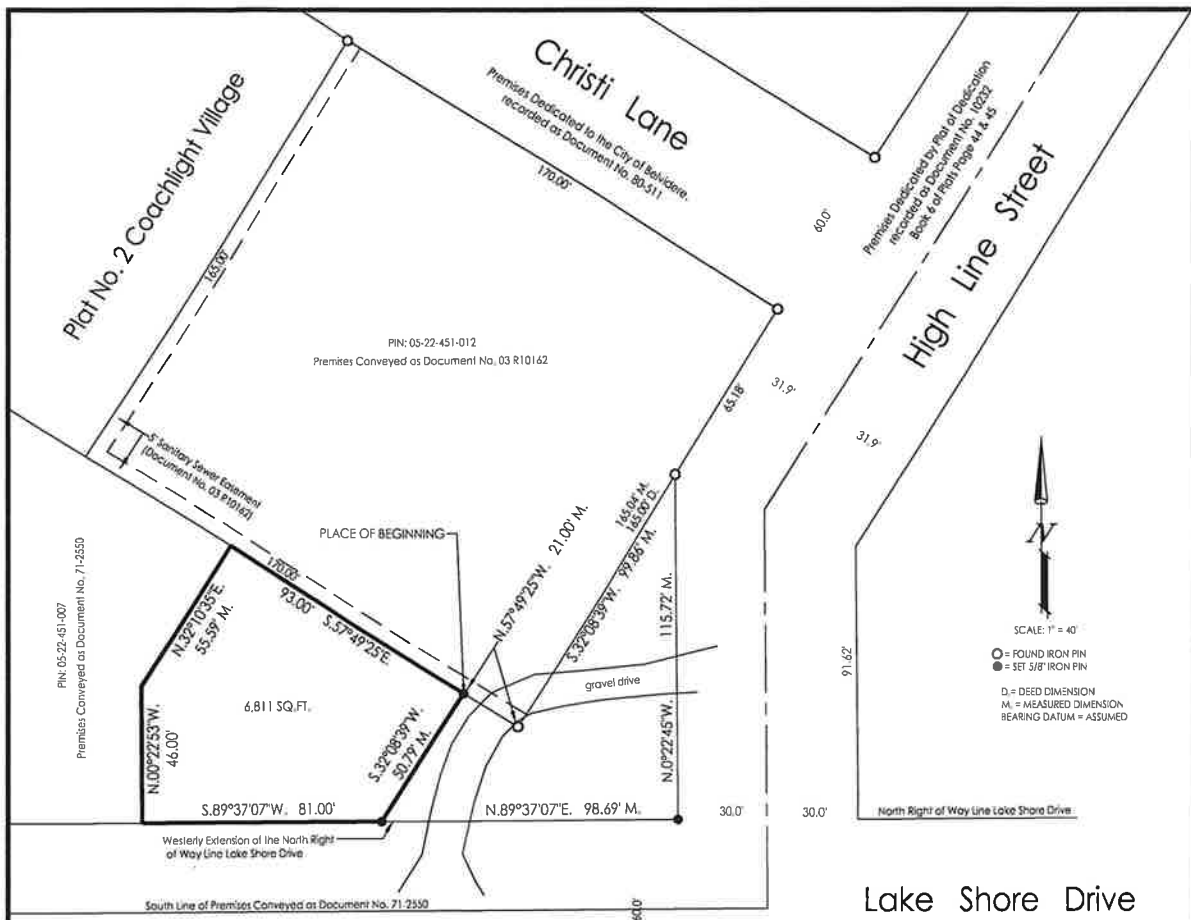
The City of Belvidere has caused its name to be hereto subscribed and its corporate seal affixed by its proper officers thereunto authorized, this ____ day of _____, 20__.

City of Belvidere

By: _____
Mayor

ATTEST:

Clerk



Plat No. 2 Wynwood

**PLAT OF SURVEY
PART OF SOUTHEAST QUARTER
SECTION 22-44-3
CITY OF BELVIDERE, ILLINOIS**

Legal Description:
Part of the Southeast Quarter (1/4) of Section 22, Township 44 North, Range 3 East of the Third Principal Meridian, bounded and described as follows to-wit: Commencing at the point of intersection of the Southwesterly line of Christi Lane, as conveyed to the City of Belvidere by Document No. 80-511 as recorded in the Recorder's Office of Boone County, Illinois and the Northwesterly right of way line of High Line Street as dedicated upon the Plat of Road Dedication as recorded in Book 6 of Plats on page 44 and 45 as Document No. 10232 in said Recorder's Office, Also being the Northeastern corner of the premises recorded as Document No. 03R10162 in said Recorder's Office, thence South 32 degrees 08' 39" West along the Northwesterly right of way line of High Line Street and along the Southeasterly line of the premises conveyed as Document No. 03R10162 a distance of 165.0 feet more or less to the Southeastern corner said premises conveyed as Document No. 03R10162; thence North 57 degrees 49' 25" West along the Southwesterly line of said premises conveyed as Document No. 03R10162 a distance of 21.0 feet to the PLACE OF BEGINNING; thence South 32 degrees 08' 39" West a distance of 50.79 feet to the Westerly extension of the North right of way line of Lake Shore Drive; thence South 89 degrees 37' 07" West along said Westerly extension a distance of 81.0 feet; thence North 00 degrees 22' 53" West a distance of 46.0 feet; thence North 32 degrees 10' 35" East a distance of 55.59 feet more or less to the Southwesterly line of the aforesaid premises conveyed as Document No. 03R10162; thence South 57 degrees 49' 25" East along said Southwesterly line a distance of 93.0 feet to the Place of Beginning, situated in the County of Boone, State of Illinois.

I hereby certify that I have surveyed the above described property for the purpose of determining the boundaries thereof, and that the above plat is a true and correct representation of said survey. This professional service conforms to the current Illinois minimum standards for a boundary survey.

Dimensions are given in feet and decimals of a foot.
Given under my hand and seal this 2nd Day of April A.D., 2021.

Gary R. Sumner I.P.L.S. No. 2508
(expires 11-30-21)

Date: 4-2-21
Address: High Line Street
Client: City of Belvidere
Job No.: 5102
Field Work Completed: N/A

C.E.S. INC.
CIVIL ENGINEERING SERVICES

700 WEST LOCUST ST., BELVIDERE, ILLINOIS 61008
PHONE: (815) 547-8435, FAX: (815) 544-0421
ILLINOIS DESIGN FIRM NO. 184-001260

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 4/6/2021
Re: 2021 MFT Street Maintenance Program

The following is the proposed MFT Street Maintenance Program for 2021:

Arterial & Collector Street Overlays:

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Ward</u>	<u>Quantity</u>	<u>Distance</u>
Pleasant Street	Warren	City Limit	3	9,422 SY	2,120 LF
Newburg & Shaw Intersection			2	1,733 SY	600 LF
Pearl Street	US 20	Southtowne	1	933 SY	200 LF

Residential Overlays:

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Ward</u>	<u>Quantity</u>	<u>Distance</u>
W 9 th St	5 th Ave	7 th Ave	1	2,067 SY	620 LF
10 th St	Pearl	5 th Ave	1	4,167 SY	1,250 LF
10 th St	12 th Ave	13 th Ave	1	780 SY	270 LF
12 th Ave	10 th St	12 th St	1	2,600 SY	900 LF
13 th Ave	10 th St	12 th St	1	2,600 SY	900 LF
Birch Ave	10 th St	End	1	1,000 SY	300 LF
Maple Ave	10 th St	End	1	1,000 SY	300 LF
Union Ave	10 th St	End	1	1,000 SY	300 LF
W Jackson St	John	Appleton	2	5,600 SY	1,800 LF
Kishwaukee St	Roosevelt	End	2	622 SY	280 LF
Kishwaukee St	Jackson	Perry	2	3,200 SY	960 LF
Goodrich St	Lincoln	Madison	2	1,600 SY	600 LF
W Madison St	State	Lincoln	2,4	9,000 SY	2,700 LF
Warren Ave	Pleasant	Logan	3	6,667 SY	1,875 LF
Nettie St	Helen	Andrews	3	1,733 SY	650 LF
River Dr	Burgess	Gaynor	4	2,822 SY	1,270 LF
Gaynor St	Gladys	River	4	2,333 SY	1,050 LF
E Lincoln Ave	Main	Bonus	4	12,444 SY	3,500 LF
Davis Dr	Appleton	Highline	4	3,297 SY	930 LF
West St	Van Buren	Main	4	667 SY	300 LF
E 5 th St	East	Pearl	5	7,482 SY	2,590 LF
8 th St	State	Fremont	5	2,067 SY	930 LF
Starr St	Union	5 th	5	2,080 SY	780 LF
Whitney Blvd	5 th	6 th	5	2,480 SY	620 LF

Current MFT regulations require that ADA compliant sidewalk returns at all intersections of the streets being overlaid must be in place or installed in conjunction with the overlay project. There is \$750,000 budgeted in MFT for the Street Maintenance Program.

Memo

To: Mayor and City Council
From: Mike Drella
cc:
Date: April 7, 2021
Re: IEPA PFAS NOTIFICATION

The Illinois EPA has adopted guidance policy relating to certain Per and Polyfluoroalkyl Substances (PFAS) in community water supply systems. This guidance does not yet have the force of law, but it is likely that it will in the near future. PFAS are a group of chemicals that are commonly used in food packaging, commercial household products and various common manufacturing and commercial industries. The US EPA provides an overview of PFAS at the following link: <https://www.epa.gov/pfas/basic-information-pfas>.

While there is no definitive link between PFAS products and health, the Illinois EPA and federal EPA have identified adverse health effects in animals. They do not have a definitive formula determining what level of exposure would be necessary to establish adverse health effects in humans.

The Federal EPA has established a health advisory for two PFAS chemicals including PFOA and PFOS and recommends limiting exposure in drinking water to 70ppt (parts per trillion). The Illinois EPA has more strict recommendations creating a guidance level of 2ppt for PFOA and 14ppt for PFOS. Obviously, the IEPA's guidance levels are significantly more stringent than the USEPA. IEPA indicates that they believe the USEPA will be lowering their guidance in the near future.

IEPA has notified the City that only one City well (well #3) had PFOA concentrations exceeding the IEPA's guidance levels. All other wells and all other PFAS fell within the IEPA's current guidance levels.

IEPA has requested that the City post the attached notice to its water users on the City website. IEPA is making similar requests of all public water systems that exceed any of its guidance levels for PFAS.

While compliance is not yet dictated by law, in an abundance of caution, Well #3 has been removed from active service. Further, we recommend complying with the IEPA's public notice request. While not yet compulsory, it is likely that IEPA will establish formal rules on PFAS in the near future. Cooperation now will likely make it easier to work with the IEPA as rulemaking is promulgated. Also, early compliance will assist in staving off any future potential liability that could arise with respect to PFAS.

Dear Water System Customer,

The Illinois Environmental Protection Agency (Illinois EPA) recently tested our water system for compounds known as Per- and Polyfluoroalkyl Substances (PFAS) as part of a statewide investigation of community water supplies. PFAS are a group of thousands of manmade substances that have been produced in the United States since the 1940s and utilized for a variety of applications ranging from water and stain-proofing to firefighting. Some PFAS have been phased out of production due to environmental and human health concerns, yet they persist in the environment and may contaminate surface and ground waters.

Neither the Illinois EPA nor the U.S. EPA have yet developed enforceable drinking water standards for PFAS. In the interim, Illinois EPA has developed health-based Draft Guidance Levels for the small number of PFAS for which there is appropriate information to do so. There is not enough information available to scientists to develop health-based Draft Guidance Levels for most PFAS. Draft Guidance Levels are intended to be protective of all people consuming the water over a lifetime of exposure. It is important to understand that Draft Guidance Levels are not regulatory limits for drinking water. Rather, the Draft Guidance Levels are benchmarks against which sampling results are compared to determine if additional investigation or other response action is necessary.

Illinois EPA testing has determined that one or more PFAS were detected in our water system at values greater than or equal to the Illinois EPA health-based Draft Guidance Levels, as provided in the table below.

PFAS Analyte	Acronym	Draft Guidance Level	Analytical Results
Perfluorobutanesulfonic acid	PFBS	0.14 mg/L (140,000 ppt)	6.4 ppt
Perfluorohexanesulfonic acid	PFHxS	0.00014 mg/L (140 ppt)	22 ppt
Perfluorononanoic acid	PFNA	0.000021 mg/L (21 ppt)	non detect
Perfluorooctanesulfonic acid	PFOS	0.000014 mg/L (14 ppt)	8.2 ppt
Perfluorooctanoic acid	PFOA	0.00000002 mg/L (2 ppt)	6.8 ppt*
Perfluorohexanoic acid	PFHxA	0.00056 mg/L (560,000 ppt)	6.6 ppt
Hexafluoropropylene oxide dimer acid	HFPO-DA	0.00000056 mg/L (560 ppt)	non detect

* ppt = parts per trillion

Our water may contain other PFAS at concentrations greater than or equal to the minimum reporting levels. However, neither the Illinois EPA nor the U.S. EPA currently have Draft Guidance Levels for these additional compounds.

PFAS are present in many consumer goods, including food packaging and personal care products, and scientists have found values of PFAS in blood of nearly all individuals tested. Exposure to high levels of PFAS may cause adverse health effects such as increased cholesterol levels, increased risk for thyroid disease, low infant birth weights, reduced response to vaccines, pregnancy-induced hypertension and increased risk of liver and kidney cancer as seen in studies of laboratory animals. Exposure to PFAS above the recommended Draft Guidance Levels does not guarantee that a person will get sick or an adverse health effect will occur. Draft Guidance Levels are conservative estimates. The possible health effects from PFAS are dependent on how much a person is exposed to and how long they are exposed to it. Exposure to PFAS above recommended Draft Guidance Levels for periods of time may mean that a person is at a greater risk of experiencing these adverse effects.

The Illinois EPA testing identified Municipal Well #3 as the only source of the PFOA level that exceeds the Illinois EPA recommended Draft Guidance Level. As a proactive measure(s) to protect our drinking water supply, Well #3 has been taken off-line.

Based on these initial results, the Water Department will perform additional sampling in accordance with Illinois EPA recommendations beginning in May and will keep the community updated and informed.

Additional information regarding PFAS, the statewide PFAS investigation network, and the impact to public health can be found in the attached fact sheet as well as on the Illinois EPA PFAS webpage: <https://www2.illinois.gov/epa/topics/water-quality/pfas/Pages/default.aspx>.

The confirmed sampling results for the City of Belvidere are also available on Illinois EPA's Drinking Water Watch system at <http://water.epa.state.il.us/dww/index.jsp>.

If you have questions, please contact:

Belvidere Public Works Department
Brent Anderson, Director
banderson@ci.belvidere.il.us
815-544-9256

Illinois Environmental Protection Agency
Barb Lieberoff, Office of Community Relations
epa.pfas@illinois.gov
217-524-3038

Illinois Department of Public Health
Brian Koch, Division of Environmental Health
Brian.Koch@illinois.gov
217-782-5830

RESOLUTION #2021-6

**A RESOLUTION DIRECTING THE PLANNING DEPARTMENT
TO PUBLISH THE ZONING MAP OF THE CITY OF BELVIDERE**

WHEREAS, Illinois statute requires municipalities to publish a zoning map annually; and

WHEREAS, the City of Belvidere has compiled and attached hereto as Exhibit A, a zoning map (dated March 2021 and current with all approved map amendments and annexation) depicting zoning districts as required by state statute, and

WHEREAS, the Official Zoning Map is on file and available for public inspection and purchase at the Belvidere Community Development Department at 401 Whitney Boulevard, Belvidere.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Belvidere that the Planning Department is directed to publish the Official Zoning Map by posting a copy of the map on the office of the Planning Department's web site. The Planning Department is further authorized to make the Official Zoning Map available for purchase.

Approved:

_____ Mayor

Attest:

_____ City Clerk

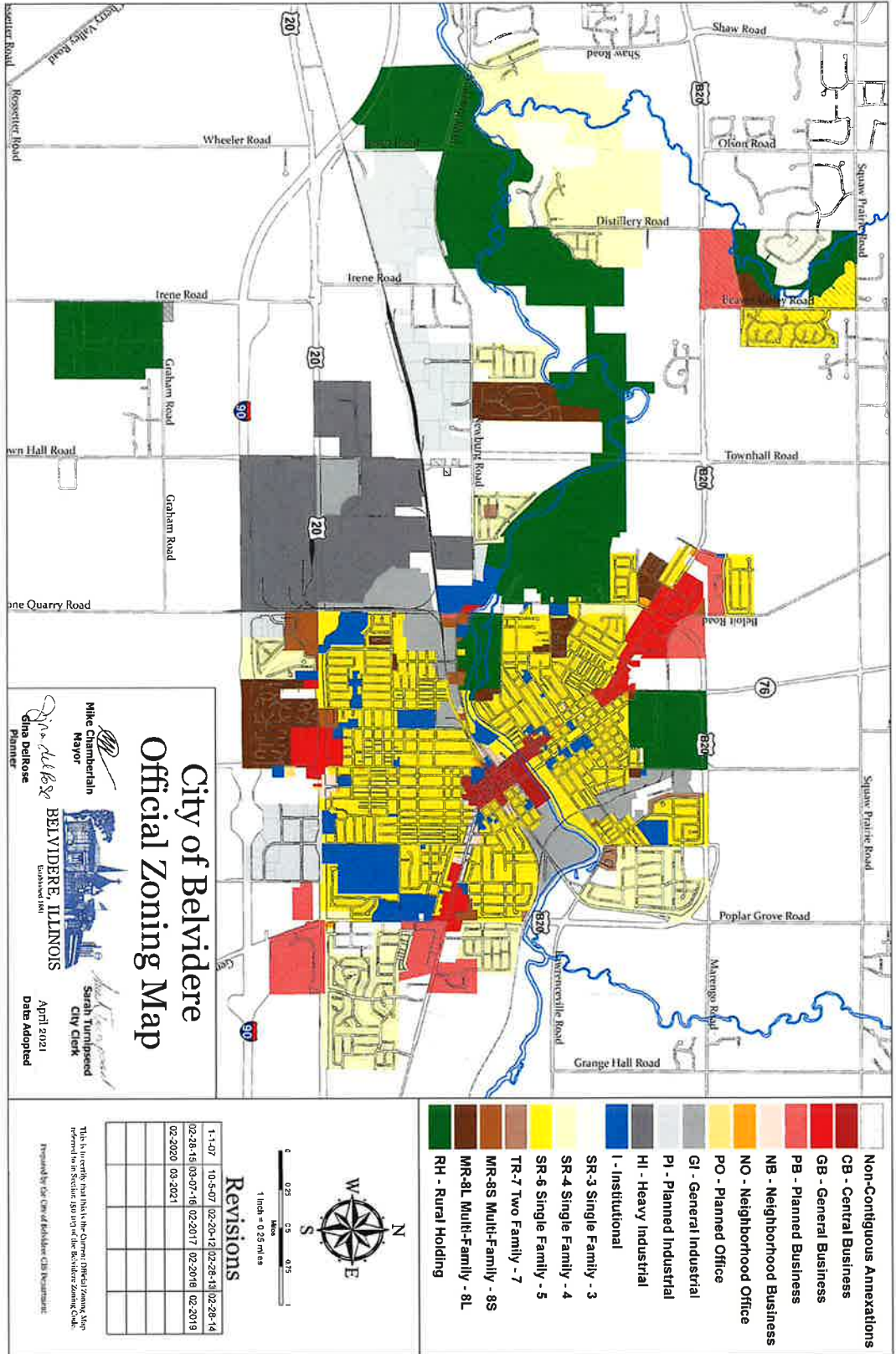
Ayes:

Nays:

Absent:

Approved:

EXHIBIT A



Memo

To: Mayor and City Council
From: Mike Drella
cc:
Date: April 7, 2021
Re: Sidewalk Cafés

On June 2, 2020, the Council adopted Ordinance 496H temporarily modifying the City's Sidewalk Café Ordinance to facilitate hospitality operations during the COVID-19 pandemic. Specifically, the Council:

- 1) Waived the \$75.00 application fee for fiscal year 2021.
- 2) Modified the size requirements of sidewalk cafés to facilitate greater utilization of sidewalk cafés.
- 3) Required compliance with relevant DCEO, Executive Orders and Health Department laws and regulations.
- 4) Required Sidewalk Café operators to allow inspection.
- 5) For the first time allowed for the consumption of alcohol in sidewalk cafés with specific limitations related to the percent of food v alcohol that could be sold as well as requiring additional boundaries for cafés offering alcohol.

The fee waivers and the temporary modifications allowing greater use of sidewalks as well as consumption of alcohol in sidewalk café's expires April 30, 2021. If the Council wishes to re-authorize these provisions on a temporary basis or wishes to permanently modify the City Code to allow for greater use of Sidewalk Café permits and the sale of alcohol in Sidewalk Cafés it should adopt a new ordinance.

CITY OF BELVIDERE, ILLINOIS

ORDINANCE #496H

An Ordinance Providing for Temporary Relief from the Full Requirements of Section 98-12(a)(3) of the City of Belvidere Municipal Code for Fiscal Year 2021 (5/1/2020-4/30/2021)

PASSED AND ADOPTED

BY THE CITY COUNCIL

OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE 1st DAY OF JUNE 2020.

APPROVED BY THE

MAYOR OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE 2nd DAY OF JUNE 2020.

Published in Pamphlet Form this 2nd day of June 2020.

ORDINANCE #496H
AN ORDINANCE PROVIDING FOR TEMPORARY RELIEF
FROM THE FULL REQUIREMENTS OF SECTION 98-12(a)(3)
OF THE CITY OF BELVIDERE MUNICIPAL CODE
FOR FISCAL YEAR 2021 (5/1/2020 – 4/30/2021)

WHEREAS, The Corporate Authorities of the City of Belvidere previously enacted Section 98-12(a)(3) of the City of Belvidere Municipal Code to allow Sidewalk Café allowing for Sidewalk Café's within the City of Belvidere and placing certain restrictions upon their operations; and

WHEREAS, The Governor of the State of Illinois, pursuant to his executive powers, has ordered the phased reopening of the Illinois economy in response to the COVID-19 pandemic; and

WHEREAS, as a part of that phased approach, stage three allows the opening of restaurants and bars for outdoor seating only in accordance with guidelines and rules promulgated by the Illinois Department of Commerce and Economic Opportunity (DECO); and

WHEREAS, the Corporate Authorities of the City of Belvidere desire to assist restaurants and bars in reopening in compliance with the Governor's Executive Orders and the Guidelines and rules of promulgated by DECO as well as relevant health departments and officials, including but not limited to, the Boone County Health Department; and

WHEREAS, the Corporate Authorities find that it is essential and urgent that this Ordinance take effect immediately upon its passage to comply with the Governor's and DCEO's orders relating to outside dining and to provide a mechanism for as many City restaurants and bars to reopen as quickly as possible thus helping to preserve jobs and businesses.

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

SECTION 1: The foregoing recitals are incorporated herein by this reference.

SECTION 2: The \$75.00 application fee required by section 98-12(a)(3)(a) is waived for fiscal year 2021.

SECTION 3: The size requirements of Section 98-12(a)(3)(b)(4) as follows: Activities shall provide for a minimum pedestrian width of four (4) feet at all times. No part of the Sidewalk Café shall be closer than three (3) feet of the vehicle right of way (curb). No activities of the Sidewalk Café my block or impede pedestrian traffic along the sidewalk, or ingress and egress to the business it fronts or neighboring businesses.

SECTION 4: Section 98-12(a)(3)(h) is modified to provide that the permitted sidewalk café must comply with all restrictions, regulations and laws of the Boone County Health Department, DCEO, Executive Orders of the Governor of the State of Illinois, orders and regulations of either the Belvidere Local Liquor Commissioner or the State of Illinois Liquor Commission and any other lawful law or regulation. The Guidelines and Toolkit published by DCEO, and as they may be amended in the future, are hereby adopted and incorporated in this ordinance as if fully set forth.

SECTION 5: Section 98-12(a)(3)(I) is modified to provide that Sidewalk Cafés must cooperate and allow inspection at any reasonable hour by any employee or agent of the City or by any State of Illinois or Boone County agency with regulatory authority.

SECTION 6: Section 98-12(a)(3)(n)(1) is modified to provide that the supplied dram shop insurance shall name the City of Belvidere as an additional insured and shall specifically note coverage for the area of the Sidewalk Café.

SECTION 7: Section 98-12(a)(3)(n)(4), prohibiting a Sidewalk Café to allow consumption of alcohol where at least 50% of revenue is derived from the sale of food for consumption on premises and requiring alcohol service incidental to the provision of food only, shall not be applicable nor enforced during fiscal year 2021.

SECTION 8: Section 98-12(a)(3)(n)(5), allowing the requirement of a beautification project as a condition of receiving permission for sale and consumption of alcohol in a sidewalk café is not applicable or enforceable during fiscal year 2021.

SECTION 9: Section 98-12(a)(3)(n)(6) is amended to read as follows: *Any Sidewalk Café with specific permission to serve alcoholic beverages shall enclose the permitted area from the remainder of the public way, and be maintained in accordance with a plan reasonably approved by the City. The boundary shall be no less than 24 inches or more than 36 inches in height. The boundary shall be durable so that it shall not collapse or fall over due to wind or incidental contact with patrons or pedestrians. The boundary may have movable sections to aid in public access to seating as long as the boundary complies with the submitted plan. The boundary shall be maintained in place during operating hours. No boundary may be stabilized by bolting to the sidewalk. Non-permissible enclosure of City property, within the boundaries of the Sidewalk Café, shall include, but is not limited to, parking meters, fire hydrants, and utility or signal control boxes. These types of items can be identified as items which must be accessible to the public or to the City for emergency services. The sidewalk Café serving alcohol shall be located in accordance with Section 98-12(a)(3)(b)(4).*

SECTION 10: The remainder of Section 98-12, as well as all other codes and regulations of the City of Belvidere, shall remain in full force and effect.

SECTION 11: The modifications to Section 98-12 of the Belvidere Municipal Code set forth in this Ordinance are specifically allowed in response to the

Executive Orders of the Illinois Governor in relation to the COVID-19 Pandemic and are solely intended for a limited duration. The modifications provided herein shall cease upon the expiration of the Sidewalk Café permits issued for Fiscal Year 2021 which is November 1, 2020. Thereafter, all permitted Sidewalk Café's shall comply Section 98-12 in its entirety without regard to this Ordinance.

SECTION 12: Violation of any of the laws, regulations rules or orders, including but not limited to the DCEO Guidelines and Toolkit referenced in this Ordinance shall constitute a nuisance and may be enforced as a violation of this Ordinance in accordance with section 98-12(b). Suspension or revocation of sidewalk café permits for a violation of this Ordinance or any other City Code or Ordinance shall be in accordance with Section 98-12(b) and Section 26-43 of the City of Belvidere Municipal Code.

SECTION 13: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 14: This Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor. The Clerk shall nonetheless publish this Ordinance in pamphlet form as required by law.

Voting Aye: Stevens, Fleury, Arevalo, Brereton, Frank, Freeman, McGee, Porter, and Snow.

Voting Nay: None.

Absent: Ratcliffe.

APPROVED:



Mayor Michael W. Chamberlain

ATTEST:



City Clerk Sarah Turnipseed

(SEAL)

Passed: June 1, 2020

Approved: June 2, 2020

Published: June 2, 2020

AFFIDVAIT

STATE OF ILLINOIS)
)
COUNTY OF BOONE)


Sarah Turnipseed, first being duly sworn on oath deposes and says as follows:

By authority of the City Council of the City of Belvidere, Illinois, I published Ordinance #496H of the City of Belvidere, Illinois, in pamphlet form on June 2, 2020, and as a convenience for the public; I posted the pamphlet form of Ordinance #496H in the lobby of Belvidere City Hall at 401 Whitney Blvd., Belvidere, Illinois; said location being readily visible by the public.



Sarah Turnipseed
City Clerk

SUBSCRIBED AND SWORN TO BEFORE ME
this 2nd day of June, 2020.



Notary Public



April 7, 2021

Ms. Becky Tobin
Budget/Finance Officer
City of Belvidere
401 Whitney Blvd.
Belvidere, IL 61008

Dear Becky:

This engagement letter (the "Agreement") , effective as of April 7, 2021, between Sikich LLP, an Illinois limited liability partnership, ("Sikich," "we," "us" or "our") and City of Belvidere (the "Client," "you" or "your") sets forth the mutual agreements of the parties regarding the audit of the Client's basic financial statements for the year ended April 30, 2021 (the "Services").

The Services will include an audit of the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund and the aggregate remaining fund information and the related notes to the financial statements, which collectively comprise the basic financial statements of the Client as of and for the year ended April 30, 2021.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Client's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our Services, we will apply certain limited procedures to the Client's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual, for the General Fund and any major special revenue funds.
3. Schedule of Changes in the Employer's Other Postemployment Benefit (OPEB) Liability and Related Ratios.
4. Schedule of Changes in the Employer's Net Pension Liability and Related Ratios for the Illinois Municipal Retirement Fund, Sheriff's Law Enforcement Personnel Plan, and Police and Firefighters' Pension Funds.
5. Schedule of Employer Contributions for the Illinois Municipal Retirement Fund, Sheriff's Law Enforcement Personnel Plan, and Police and Firefighters' Pension Fund.
6. Schedule of Investment Returns for the Police and Firefighter's Pension Funds.
7. Notes to Required Supplementary Information.

We have also been engaged to report on supplementary information other than RSI that accompanies the Client's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. The Combining and Individual Fund Financial Statements and Schedules
2. Other Supplemental Financial Information
3. Schedule of Expenditures of Federal Awards
4. Consolidated Year End Financial Report (CYEFR)

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information.

1. Supplemental Data

AUDIT OBJECTIVE

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. If required, the objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements.

If required, the *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the Client's internal control or on compliance and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance.

If required, the Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; and if required, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and will include tests of accounting records, a determination of major program(s) in

accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the Agreement.

AUDIT PROCEDURES - GENERAL

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and, if required, Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. If required, we will include such matters in the reports required for a Single Audit.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal awards programs; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

AUDIT PROCEDURES - INTERNAL CONTROL

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, and if required, Government Auditing Standards and the Uniform Guidance.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Client's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures, if required, will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Client's major programs. The purpose of these procedures will be to express an opinion on the Client's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

EXAMINATION OF MANAGEMENT'S ASSERTION OF COMPLIANCE

We will also examine management's assertion that the Client complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) (the ITIRAA) during the year ended April 30, 2021. The objectives of our examination are to (1) obtain reasonable assurance about whether management's assertion is free from material misstatement based on the ITIRAA. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination, or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this Agreement.

Because of inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

Our report will be intended solely for the information and use of the Mayor, the Village Council, management of the Village, the Illinois State Comptroller's Office and the joint review boards and is not intended to be and should not be used by anyone other than these specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether management's assertion of compliance is free from material misstatement, based on the ITIRAA. Our Services will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors; known and suspected fraud; internal control deficiencies or noncompliance with laws or regulations that may exist.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information.

Management of the Client is responsible for its assertion and for its compliance with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter (2) additional information that we may request for the purpose of the examination, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the examination engagement, you agree to provide us with certain written representations in the form of a representation letter which can be included with the representations made in relation to the audit of the financial statements.

OTHER SERVICES

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Client in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These and other nonaudit Services provided do not constitute an audit under *Government Auditing Standards* and such Services will not be conducted in accordance with *Government Auditing Standards*.

Other nonaudit Services expected to be performed during our audit of the financial statements as of and for the year ended April 30, 2021 and other deliverables are as follows:

1. Prepare eighteen (18) copies and one electronic copy (.pdf) of the annual financial report (AFR) of the Village (report covers, binders, dividers, introductory section, Management's Discussion and Analysis, other supplemental data, and statistical section information to be provided by Village).
2. Prepare eighteen (18) copies and one electronic copy (.pdf) of the management letter.
3. Prepare one (1) copy and electronic filing of the Illinois Comptroller Annual Financial Report.
4. Preparation of three (3) copies of the report on compliance with provisions of 65 ILCS 5/11-74 of the Illinois Tax Increment Redevelopment Allocation Act
5. Preparation of eighteen (18) copies and an electronic copy (.pdf) of the Single Audit Report
6. Assist the City in submitting its comprehensive annual financial report (CAFR) to the Certificate of Achievement for Excellence in Financial Reporting Program, including preparation of the GFOA Certificate Responses and review of the application materials, if applicable
7. Assist the City with certain year end accounting and accrual adjustments, as documented specifically in Appendix A.

MANAGEMENT RESPONSIBILITIES

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over compliance and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met, following laws and regulations, and ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for ensuring that management and financial information is reliable and properly reported. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control and (3) others where the fraud could have a material effect on the financial statements.

Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements and grants. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance, if required. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal

awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objective section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions, for the report and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes and any other non-audit Services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit Services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those Services; and accept responsibility for them.

ENGAGEMENT ADMINISTRATION, FEES AND OTHER

In accordance with professional standards, any discussions during the period of the Agreement between any individual representing the Client and a member of the Sikich engagement team regarding potential employment or association with the Client creates an impairment of independence for the Sikich employee and possibly Sikich. Such a situation could require us to temporarily or permanently remove that person from your engagement or to perform additional procedures or re-perform procedures, which would increase our fees. Should we not become aware of the impairment until after the conclusion of the provision of Services, Sikich's independence would be deemed to have been impaired. Please inform appropriate Client personnel to refrain from any such discussions with any Sikich staff while the engagement is ongoing and notify Frederick G. Lantz immediately if you or anyone else at the Client becomes aware that any such discussions may have occurred.

We may from time-to-time and depending on the circumstances, use third party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards designed to protect the confidentiality of your personal information. In addition, we will enter into confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that such service providers have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third party service provider. Furthermore, we will remain responsible for the work provided by any such third party service providers engaged by us.

Client hereby explicitly acknowledges and consents to Sikich's use of third-party cloud computing services to store confidential and proprietary information and other data of the Client, and agrees that Sikich's use of such cloud services coupled with the use of encrypted devices, password protections and firewall protection shall constitute the best efforts of Sikich to safeguard such information and data from unauthorized disclosure. Client further agrees that, subject to applicable law, Sikich shall only be liable for such unauthorized disclosure or use if it has been finally judicially determined by a court of competent jurisdiction that Sikich did not take commercially reasonable measures to protect the confidential and proprietary information and other data of the Client from unauthorized disclosure or use.

The assistance to be supplied by Client personnel is described in the workpaper request lists for preliminary (interim) and final fieldwork, which outline the specific schedules and information we are requesting for this Agreement. The workpaper request list will be discussed with and coordinated with Becky Tobin, Budget/Finance Officer. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report. This Agreement assumes that all records, documentation and information we requested in connection with our audit (and outlined in the workpaper request lists) are complete and available at the beginning of the respective phases of the engagement. It also assumes that key personnel are available to us during the duration of the audit.

The accuracy of these assumptions will allow us to conduct our audit without any delays or inefficiencies for the fee noted in this Agreement. If the assumptions are not accurate and you fail to provide the records, documentation, information and key personnel required, there may be additional fees to cover our cost for the delays and possible rescheduling of the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We understand that your employees will prepare all cash, accounts receivable and other confirmations we request and will locate any documents selected by us for testing.

You may request that we perform additional services not contemplated by this Agreement. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this Agreement. Notwithstanding the foregoing, this Agreement will not include any services related to the Affordable Care Act or consideration of taxable fringe benefits including those impacted by Affordable Care Act; in all circumstances, services related to the Affordable Care Act and other taxable fringe benefit reporting will be the subject of a separate engagement letter and will be billable under a separate hourly rate structure than the Services provided hereunder.

At the conclusion of the engagement, if required, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable,

we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Client; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our report are to be made available for public inspection.

The audit and examination documentation for this Agreement is the property of Sikich and constitutes confidential information. However, subject to applicable laws and regulations, audit and examination documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Sikich personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, regulatory inquiry (other than that mentioned in the previous paragraph) or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. In such event you agree to compensate us for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request.

The audit and examination documentation for this Agreement will be retained for a minimum of seven years after the report release date or for any additional period requested by the cognizant or oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. Sikich does not keep any original client records so we will return those to you at the completion of the Services rendered under this Agreement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

Final reports will be issued upon your approval of the preliminary drafts. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service. Frederick G. Lantz is the engagement director and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will not exceed \$22,300 for the City Annual Financial Report, \$3,400 for the Police Pension Fund Audit, \$3,400 for the Firefighters' Pension Fund Audit, \$4,200 for the Ida Public Library Audit, \$1,700 for the TIF Compliance report, \$1,700 for the Single Audit report, if applicable, \$850 for the GAGAS opinion as required through the State Grant Accountability and Transparency Act (GATA), if applicable, and \$750 for assistance in preparing the City's first Comprehensive Annual Financial Report, if applicable, which includes out-of-pocket costs such as report reproduction, postage, etc. This fee is based upon anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Services will be invoiced to you from time-to-time as work progresses. In accordance with Illinois Compiled Statutes, payments for all Services are due within sixty days of receipt of an invoice. Invoices not paid within sixty days are subject to finance charges of 1% per month (12% annually).

We reserve the right to suspend or terminate Services for reasonable cause, such as failure to pay our invoices on a timely basis or failure to provide the information or cooperation necessary for successful performance of the Services. Our Services will be deemed to be completed upon written notification of termination, even if we have not completed our report. In such event you agree to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

You hereby agree to indemnify and hold harmless Sikich and its partners, directors, employees, agents or subcontractors against all costs, expenses, losses, judgments, damages and liabilities (including reasonable attorneys' fees and expenses) associated with any third party claim, threat or proceeding relating to the performance of the Services by Sikich under this Agreement, other than as determined through mediation to have been caused by our own gross negligence or willful misconduct.

You agree that our maximum liability to you for any matters related to this Agreement and the provision of the Services, whether a claim be in tort, contract or otherwise, will be limited to the total amount of fees we receive from you under this Agreement for the Services provided under this Agreement giving rise to the liability, except to the extent determined to result from our gross negligence or willful misconduct. You agree that this limitation applies to any and all liability or causes of action against us, however alleged or arising, unless otherwise prohibited by law or professional standards. Additionally, our liability as accountants shall be limited to the period covered by our review and shall not extend to later periods for which we are not engaged as accountants or prior periods before we were engaged as accountants. You acknowledge and agree that in no event will Sikich be liable to you or any third party for any special, consequential, exemplary, incidental indirect, lost profit, punitive or similar damages of any kind.

No (i) direct or indirect holder of any equity interests or securities of Sikich, (ii) affiliate of Sikich, or (iii) director, officer, employee, representative, or agent of Sikich, or of an affiliate of Sikich or of any such direct or indirect holder of any equity interests or securities of Sikich (collectively, the "**Sikich Affiliates**") shall have any liability or obligation of any nature whatsoever in connection with or under this Agreement or the transactions contemplated hereby, and Client waives and releases all claims against such Sikich Affiliates related to any such liability or obligation.

If any dispute, controversy or claim arises in connection with the performance or breach of the Agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Mediation Rules of the American Arbitration Association. Both parties will exert their commercially reasonable best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy. Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation or proceeding against the disclosing party. Except as agreed by both parties in writing, the mediator will keep confidential all information disclosed during negotiations. The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS. SIKICH AND CLIENT KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH THE ENGAGEMENT OF SIKICH PURSUANT TO, OR THE PERFORMANCE BY SIKICH OF THE SERVICES CONTEMPLATED BY, THIS AGREEMENT.

If either party hereto desires to terminate its relationship with the other or the engagement, it may do so at any time for any reason by giving written notice to the other party. In such event, Sikich will be paid for fees and expenses incurred through the termination date, as well as for reasonable engagement closing costs.

It is understood and agreed that Sikich will for all purposes be an independent contractor, will not hold itself out as representing or acting in any manner for Client, and neither Sikich nor Client will have any authority to bind the other party to any contract or in any other manner. Sikich and Client do not intend to create a joint Client relationship, and Sikich and Client each represent that it is the sole employer of its employees. Sikich shall not and does not have the right to control Client's employees' essential terms and conditions of employment, including hiring its employees, determining their wages and benefits, or assigning, scheduling, training, disciplining, or terminating Client's employees.

Client represents and warrants the following with respect to the U.S. Treasury Department's Office of Foreign Assets Control (OFAC): (a) Client does not have any nexus with persons or entities on any of OFAC's sanctions list (e.g. SSI, SDN, FSE etc.) either through large shareholders, employees, beneficial owners, vendors, affiliated entities (i.e. affiliates or subsidiaries), third parties, customer base or otherwise; (b) Client does not have any operations in any comprehensive OFAC sanctioned country (Cuba, Iran, Syria, Sudan, North Korea, the Crimea); (c) Client does not have any operations in any limited OFAC sanctioned country program; or (d) Client does not remit payment for Sikich's fees and expenses from an OFAC sanctioned country.

Sikich shall not be deemed in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption of the Services resulting directly or indirectly from acts of God, electronic virus attack or infiltration, civil or military authority action, civil disturbance, war, strike and other labor disputes, fires, floods, other catastrophes, and other forces beyond its reasonable control.

All notices given under or pursuant to this Agreement will be sent by national courier, Certified or Registered Mail, Return Receipt Requested, and will be deemed to have been delivered when physically delivered to Client or Sikich at the following address:

City of Belvidere
April 7, 2021
Page 11

Sikich LLP
1415 W. Diehl Road
Suite 400
Naperville, IL 60563
Attention: Frederick G. Lantz

With a copy to:

Sikich LLP
1415 W. Diehl Road
Suite 400
Naperville, IL 60563
Attention: Office of General Counsel

If to Client:

City of Belvidere
401 Whitney Blvd.
Belvidere, IL 61008
Attention: Ms. Becky Tobin

Those provisions that by their nature are intended to survive termination or expiration of this Agreement and any right or obligation of the parties in this Agreement which, by its express terms of nature and context is intended to survive termination or expiration of this Agreement, shall so survive any such termination or expiration.

MISCELLANEOUS

Entire Agreement: This Agreement constitutes the entire agreement between Sikich and Client, regarding the terms of this Agreement. In the event Client requires Sikich to execute a purchase order or other Client documentation in order to receive payment for Services, the terms and conditions contained in such purchase order or documentation shall be null and void and shall not govern the terms of this Agreement. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein and supersedes any other such promises or representations. This Agreement can only be modified by a written agreement signed by duly authorized representatives of each party.

Counterparts: This Agreement may be executed in counterparts (and by facsimile or other electronic means), each of which shall constitute an original and all of which together will be deemed to be one and the same document.

Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

Authority: Due Authorization: Enforceability: Each party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. Each party hereto further represents and warrants that this Agreement has been duly and validly authorized by all necessary corporate action and has been duly executed and delivered by each such party and constitutes the legal, valid and binding agreement of each such party, enforceable in accordance with its terms.

Counsel Representation: The terms of this Agreement have been negotiated by the parties hereto, who have each been represented by counsel, there shall be no presumption that any of the provisions of this Agreement shall be construed adverse to any party as "drafter" in the event of a contention of ambiguity in this Agreement, and the parties waive any statute or rule of law to such effect.

Assignment: This Agreement may not be assigned by any party hereto without the prior written consent of the other party. Any attempted assignment of this Agreement made without such consent shall be void and of no effect, at the option of the non-assigning party.

Headings: Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

ACCEPTANCE

You acknowledge having read this Agreement in its entirety, have had full opportunity to consider its terms in consultation with your attorney, have had full and satisfactory explanation of the same and fully understand and agree to be bound by the terms of this Agreement.

Please indicate your understanding and acceptance of this Agreement and your intention to be legally bound hereby by executing this Agreement in the space provided below where indicated and return it to our offices, indicating your authorization for us to proceed on the above terms and conditions.

We appreciate the opportunity to be of service to you and believe this Agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,



By: Frederick G. Lantz, CPA
Director
On behalf of Sikich LLP

Acknowledged:

City of Belvidere.

By: _____

Title: _____

Date: _____

Appendix A
City of Belvidere, Illinois
Proposed Non-Audit Procedures – Year End Accounting

Objectives

To provide year-end accounting and audit preparation services for the City as directed by the Finance/Budget Officer.

Scope of Services

Assist with preparation of certain audit workpapers

Update capital asset schedules to reflect current year purchases, disposals and to adjust the financial statements to reflect this activity

Record and reconcile accounts payable across all City funds, if applicable

Record and reconcile certain payroll accrual items (accrued payroll, compensated absences), if applicable

Record and reconcile state shared revenues/receivables

Record and reconcile certain governmental revenues/receivables

Record and reconcile grant revenues/receivables

Record and reconcile IMRF, Police Pension, Firefighters' Pension, and OPEB activity specific to GASB Statements No. 68 and 75

Record and reconcile activity for the City's custodial fund in accordance with GASB Statement No. 84

Record and reconcile long term debt activity for both Governmental and Business-Type Activities

Deliverables

Proposed journal entries and support for procedures performed

Annual audit workpaper schedules

Fee

Not to exceed \$15,000.00



BELVIDERE, ILLINOIS

ESTABLISHED 1881

BECKY TOBIN
BUDGET/FINANCE OFFICER
401 WHITNEY BLVD., STE. 100
BELVIDERE, IL 61008

btobin@ci.belvidere.il.us
PHONE: 815-544-2612
FAX: 815-544-3060

April 7, 2021

To: Mayor Chamberlain
Aldermen

From: Becky Tobin

Re: General Mills Grant 2021

Dear Mayor and Aldermen:

The City has been awarded a \$25,000 grant from General Mills to do additional improvements to General Mills Park. The improvements that were discussed in the grant application included a junior-size basketball court, 2 soccer goals, 2 grills, 1 bike rack, and possibly a drinking fountain.

Please see the attached email from Jeremy Johnson.

At this time, I am requesting that the City of Belvidere accept the grant from General Mills. We do not have the check yet, but we should be receiving it in the next week or so. Any purchases related to the grant will come back before the City Council for approval.

Thank you.

Becky Tobin

From: Jeremy Johnson-Belvidere Plant <Jeremy.Johnson3@genmills.com>
Sent: Tuesday, March 30, 2021 2:30 PM
To: Becky Tobin
Subject: RE: General Mills Park

Hi Becky,

We are pleased to be able to approve the \$25,000 grant today for the park improvements. You should receive the payment within a couple of weeks.

Regards,
Jeremy

From: Becky Tobin <btobin@ci.belvidere.il.us>
Sent: Tuesday, March 2, 2021 8:17 AM
To: Jeremy Johnson-Belvidere Plant <Jeremy.Johnson3@genmills.com>
Subject: RE: General Mills Park

Great. Thank you! We will work on this and get it in by March 26th.

Thanks
Becky

From: Jeremy Johnson-Belvidere Plant <Jeremy.Johnson3@genmills.com>
Sent: Tuesday, March 2, 2021 7:45 AM
To: Becky Tobin <btobin@ci.belvidere.il.us>
Subject: RE: General Mills Park

Hi Becky,

We are still accepting grant applications through March 26th. After that date, applicants would need to wait until ~July to apply for a grant. I have attached the current application instructions.

Let me know if you have any questions.

Regards,
Jeremy

From: Becky Tobin <btobin@ci.belvidere.il.us>
Sent: Monday, March 1, 2021 4:54 PM
To: Jeremy Johnson-Belvidere Plant <Jeremy.Johnson3@genmills.com>
Subject: General Mills Park

EXTERNAL EMAIL: