



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Aldersperson Natalie Mulhall	Chairman Building
Aldersperson Sandra Gramkowski	Vice-Chairman Building
Aldersperson Wendy Frank	Chairman Finance and Personnel
Aldersperson Ric Brereton	Vice-Chairman Finance and Personnel
Aldersperson Mike McGee	Chairman Planning & Zoning
Aldersperson Clayton Stevens	Vice-Chairman Planning & Zoning
Aldersperson Matthew Fleury	Chairman Public Safety
Aldersperson John Albertini	Vice-Chairman Public Safety
Aldersperson Daniel Snow	Chairman Public Works
Aldersperson Marsha Freeman	Vice-Chairman Public Works

AGENDA

February 12, 2024
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Building, Planning & Zoning, Unfinished Business: None.
2. Building, Planning & Zoning, New Business:
 - A. Building Department – Update.
 - B. Planning & Zoning Department – Update.
3. Public Works, Unfinished Business: None.
4. Public Works, New Business:
 - A. Public Works Department – Update.
 - B. Washington Academy Safety Review.
 - C. Request for Letter-of-Credit Reduction – Crosslink Business Park No 2 Subdivision.
 - D. WWTP Sludge Pump Replacement.
 - E. Well #11 Drilling – IEPA Loan Agreement L174188.
5. Other:
 - A. Police – Request to Purchase a 2024 Dodge Durango.
 - B. Executive Session to discuss Collective Bargaining Matters pursuant to Section 2(c)(2) of the Open Meeting Act.
6. Adjournment:

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 2/6/2024
Re: Washington Academy Safety Review

Having reviewed the concerns provided by Washington Academy, I would offer the following:

1. A school zone can be enacted on the roads surrounding the school (Allen St, 5th Ave, 7th Ave, & W 6th St). Based on IDOT's "Manual on Uniform Traffic Control Devices", this would require posting additional signage per the below:

Qty	Description	Unit Price	Ext Price
12	School Speed Limit 20	\$53.21	\$642.12
12	Fines Higher	\$19.50	\$234.00
7	End School Zone	\$26.11	\$182.77
6	School Advance (Symbol)	\$41.92	\$251.52
6	Diagonal Arrow Down Left	\$16.11	\$96.66
Total			\$1,407.07

2. After review, we propose the following crosswalks be added: (1) at the 5th Ave and W 5th St intersection, (1) at the 7th Ave and Starr St intersection, and (1) at the 7th Ave and Allen St intersection. Please note, the crosswalk at 7th Ave and Starr St will create additional restricted parking. In addition, the crosswalk at 7th Ave and Allen St will require (2) ADA ramps to be installed. Estimated pricing to add these crosswalks are as below:

Qty	Description	Unit Price	Ext Price
3	Crosswalk Thermoplastic	\$250.00	\$750.00
1	ADA Ramp (8'x4')	\$23.25/SF	\$744.00
1	ADA Ramp (15'x4')	\$23.25/SF	\$1,395.00
Total			\$2,639.00

3. Per the school's request, intersection reviews were performed at the 5th Ave & W 6th St intersection and the 7th Ave & Allen St intersection. Please see the referenced intersection reviews for additional information.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 2/6/2024
Re: Intersection Review – 5th Ave & W 6th Street

After review of the above intersection, I would offer the following:

Current Status:

Traffic on 5th Ave stops to traffic on W 6th Street.

Traffic Volume:

Based on IDOT’s current Traffic Volume Map, W 6th Street has an ADT of 3150 and 5th Ave has an ADT of 1200.

Accident History:

Police Department records indicate one accident at this intersection in the last five years:

2023: 0 2022: 0 2021: 0 2020: 0 2019: 1

Pedestrian Activity:

This intersection is located in a residential neighborhood near Washington Academy with peak pedestrian activity before and after school.

Site Distance:

No site distance limitations noted.

Conclusion:

Based on the above information and IDOT’s “Manual on Uniform Traffic Control Devices”, no additional regulation is warranted at this time.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 2/6/2024
Re: Intersection Review – 7th Ave & Allen Street

After review of the above intersection, I would offer the following:

Current Status:

This is a “T” intersection with 7th Ave stopping at Allen St.

Traffic Volume:

Based on IDOT’s current Traffic Volume Map, Allen St has an ADT of 1050 and 7th Ave has an ADT of 750.

Accident History:

Police Department records indicate two accidents at this intersection in the last five years:

2023: 0	2022: 1	2021: 1	2020: 0	2019: 0
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Pedestrian Activity:

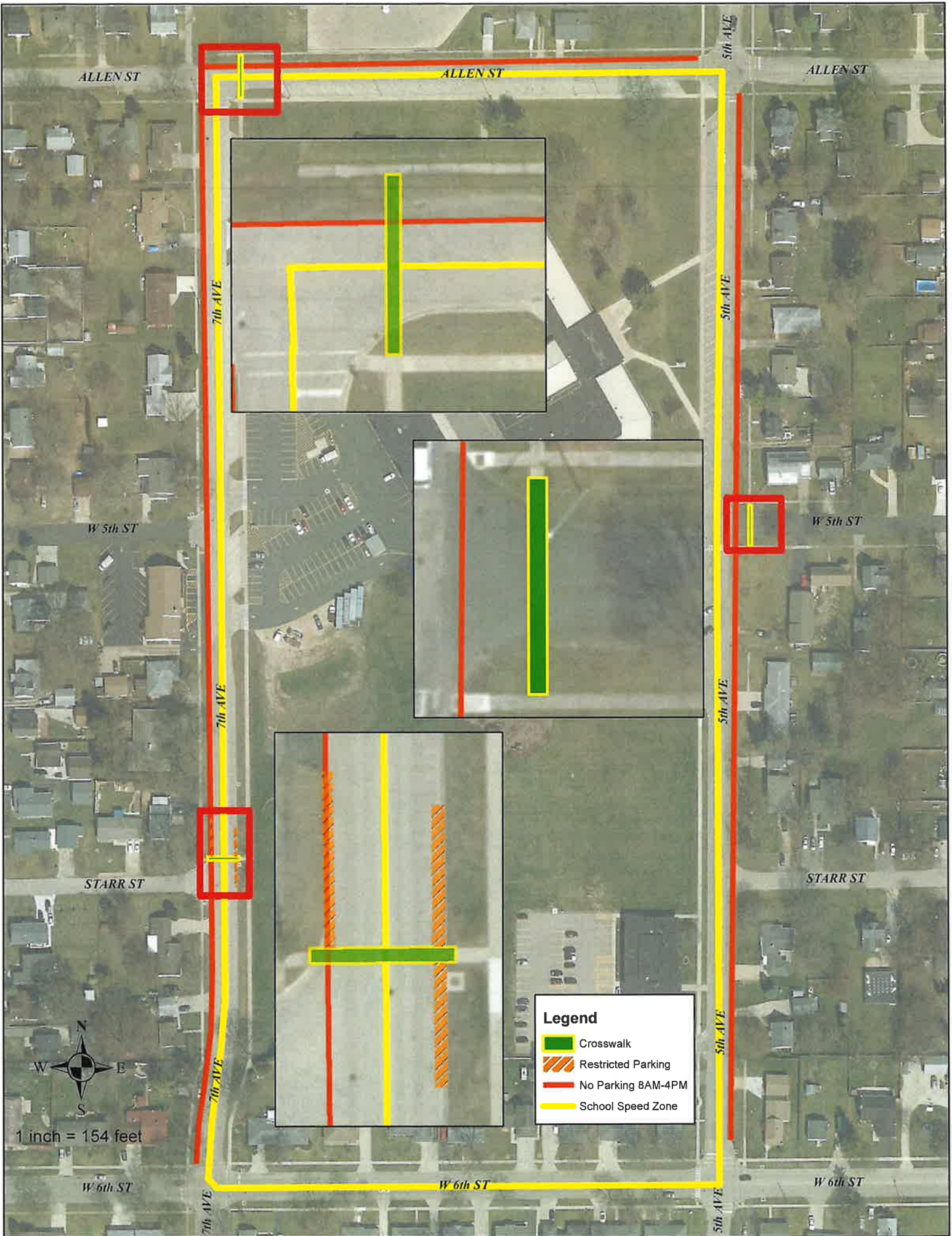
This intersection is located in a residential neighborhood next to Washington Academy with peak pedestrian activity before and after school.

Site Distance:

No site distance limitations noted.

Conclusion:

Based on the above information and IDOT’s “Manual on Uniform Traffic Control Devices”, no additional regulation is warranted at this time.



ALLEN ST

ALLEN ST

ALLEN ST

7th AVE

5th AVE

5th AVE

W 5th ST

W 5th ST

7th AVE

5th AVE

STARR ST

STARR ST

7th AVE

5th AVE

W 6th ST




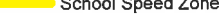
W 6th ST

W 6th ST

7th AVE

5th AVE

Legend

-  Crosswalk
-  Restricted Parking
-  No Parking 8AM-4PM
-  School Speed Zone



1 inch = 154 feet

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 2/5/2024
Re: Request for Letter-of-Credit Reduction – Crosslink Business Park No 2 Subdivision

Wal-Mart Stores East, LP has requested their one-time reduction in the letter-of-credit for Crosslink Business Park No 2 Subdivision. Based on their engineer's latest estimate and a review of the construction completed to date, I would recommend that the original letter-of-credit in the amount of \$1,242,313.00 may be reduced to \$310,578.25. The reduced amount represents 25% of the original amount, which must remain in place until all of the public improvements have been completed and accepted by the City.



ENGINEERS OPINION OF PROBABLE COST FOR BOND REDUCTION #1
 CROSSLINK BUSINESS PARK SUBDIVISION No. 2
 PUBLIC IMPROVEMENTS - CROSSLINK PARKWAY RELOCATION
 January 16, 2024

ITEM	DESCRIPTION	ORIGINAL BOND			COMPLETED				REMAINING	
		QUANTITY	UNIT	UNIT PRICE	EXTENSION	QUANTITY	UNIT	EXTENSION	% COMPLETED	EXTENSION
PUBLIC IMPROVEMENTS - CROSSLINK PARKWAY SUBDIVISION No.2										
SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS - CROSSLINK AND MORRIEM										
A. EROSION AND SEDIMENTATION CONTROL - CROSSLINK AND MORRIEM										
1	Silt Fence (Non-Wire Back)	1,100	LF	\$2.75	\$3,025.00	1100	LF	\$3,025.00	100%	\$0.00
2	Inlet Filter	20	EACH	\$350.00	\$7,000.00	20	EACH	\$7,000.00	100%	\$0.00
3	Erosion Control Blanket (NAG DS-75)	5,000	SY	\$1.50	\$7,500.00	0	SY	\$0.00	0%	\$7,500.00
SUBTOTAL A - SANITARY SEWER IMPROVEMENTS					\$17,525.00			\$10,025.00		\$7,500.00
B. EXCAVATION AND GRADING - CROSSLINK AND MORRIEM										
1	Tree Removal - Acres	1.4	ACRES	\$4,000.00	\$5,644.00	1.4	ACRES	\$5,644.00	100%	\$0.00
2	Topsoil Stripping and Stockpiling	1,000	CY	\$20.00	\$20,000.00	1000	CY	\$20,000.00	100%	\$0.00
3	Clay Excavation and Embankment	4,500	CY	\$20.00	\$90,000.00	4,500	CY	\$90,000.00	100%	\$0.00
4	6" Topsoil Respread and Seeding	5,000	SY	\$3.50	\$17,500.00	0	SY	\$0.00	0%	\$17,500.00
SUBTOTAL B - WATER MAIN IMPROVEMENTS					\$133,144.00			\$115,644.00		\$17,500.00
TOTAL SCHEDULE 1 - EXCAVATION AND GRADING IMPROVEMENTS					\$150,669.00			\$125,669.00		\$25,000.00
SCHEDULE II - LANDSCAPING IMPROVEMENTS - CROSSLINK AND MORRIEM										
A. EROSION AND SEDIMENTATION CONTROL - CROSSLINK AND MORRIEM										
1	Large Parkway Trees	28	EACH	\$750.00	\$21,000.00	0	EACH	\$0.00	0%	\$21,000.00
2	Small Trees	8	EACH	\$500.00	\$4,000.00	0	EACH	\$0.00	0%	\$4,000.00
TOTAL SCHEDULE II - LANDSCAPING IMPROVEMENTS - CROSSLINK AND MORRIEM					\$25,000.00			\$0.00		\$25,000.00
SCHEDULE III - UNDERGROUND IMPROVEMENTS										
A. STORM SEWER IMPROVEMENTS - CROSSLINK AND MORRIEM										
1	Inlet to be Removed	8	EACH	\$500.00	\$4,000.00	8	EACH	\$4,000.00	100%	\$0.00
2	Manhole to be Removed	2	EACH	\$500.00	\$1,000.00	2	EACH	\$1,000.00	100%	\$0.00
3	FES to be Removed	6	EACH	\$500.00	\$3,000.00	6	EACH	\$3,000.00	100%	\$0.00
4	Storm Sewer to be Removed	1,950	LF	\$20.00	\$39,000.00	1,950	LF	\$39,000.00	100%	\$0.00
5	12" RCP Storm Sewer Pipe	183	LF	\$37.00	\$6,771.00	183	LF	\$6,771.00	100%	\$0.00
6	38" x 24" RCP Storm Sewer Pipe	1,032	LF	\$125.00	\$129,000.00	1,032	LF	\$129,000.00	100%	\$0.00
7	24" RCP Storm Sewer Pipe	38	LF	\$68.00	\$2,584.00	38	LF	\$2,584.00	100%	\$0.00
8	30" RCP Storm Sewer Pipe	23	LF	\$93.00	\$2,139.00	23	LF	\$2,139.00	100%	\$0.00
9	2'-0" Diameter Inlet	6	EACH	\$2,000.00	\$12,000.00	2	EACH	\$4,000.00	33%	\$8,000.00
10	4'-0" Diameter Manhole	6	EACH	\$3,100.00	\$18,600.00	6	EACH	\$18,600.00	100%	\$0.00
11	5'-0" Diameter Manhole	7	EACH	\$4,500.00	\$31,500.00	5	EACH	\$22,500.00	71%	\$9,000.00
12	6'-0" Diameter Manhole	2	EACH	\$5,200.00	\$10,400.00	2	EACH	\$10,400.00	100%	\$0.00
13	7'-0" Diameter Manhole	1	EACH	\$7,700.00	\$7,700.00	1	EACH	\$7,700.00	100%	\$0.00
14	Connection to Existing Structure	3	EACH	\$1,000.00	\$3,000.00	3	EACH	\$3,000.00	100%	\$0.00
15	Precast Concrete Flared End Section w/Grate 24"	2	EACH	\$3,200.00	\$6,400.00	2	EACH	\$6,400.00	100%	\$0.00
16	Precast Concrete Flared End Section w/Grate 38"x24"	1	EACH	\$5,200.00	\$5,200.00	1	EACH	\$5,200.00	100%	\$0.00
17	Trench Backfill	475	CY	\$28.00	\$13,300.00	475	CY	\$13,300.00	100%	\$0.00
SUBTOTAL A - STORM SEWER IMPROVEMENTS - CROSSLINK AND MORRIEM					\$295,594.00			\$278,594.00		\$17,000.00
B. SANITARY SEWER IMPROVEMENTS - CROSSLINK AND MORRIEM										
1	Sanitary Sewer Pipe Removal	1,000	LF	\$20.00	\$20,000.00	0	LF	\$0.00	0%	\$20,000.00
2	Manhole to be Removed	4	EACH	\$500.00	\$2,000.00	0	EACH	\$0.00	0%	\$2,000.00
SUBTOTAL B - SANITARY SEWER IMPROVEMENTS - CROSSLINK AND MORRIEM					\$22,000.00			\$0.00		\$22,000.00
C. WATER MAIN IMPROVEMENTS - CROSSLINK AND MORRIEM										
1	Water Main Pipe Removal	1,240	LF	\$20.00	\$24,800.00	600	LF	\$12,000.00	48%	\$12,800.00
2	Valve Vault to be Removed	4	EACH	\$400.00	\$1,600.00	3	EACH	\$1,200.00	75%	\$400.00
3	Hydrant to be Removed	4	EACH	\$400.00	\$1,600.00	2	EACH	\$800.00	50%	\$800.00
SUBTOTAL C - STORM SEWER IMPROVEMENTS					\$28,000.00			\$14,000.00		\$14,000.00
D. SANITARY SEWER IMPROVEMENTS - TRUNK SEWER										
1	Re-line existing 15" Sanitary Sewer	1,500	LF	\$80.00	\$120,000.00	0	LF	\$0.00	0%	\$120,000.00
SUBTOTAL D - SANITARY SEWER IMPROVEMENTS - TRUNK SEWER					\$120,000.00			\$0.00		\$120,000.00
TOTAL SCHEDULE III - UNDERGROUND IMPROVEMENTS					\$465,594.00			\$292,594.00		\$173,000.00
SCHEDULE IV - ROADWAY IMPROVEMENTS - CROSSLINK AND MORRIEM										
1	Pavement Removal, Full Depth	3,600	SY	\$15.00	\$54,000.00	3,240	SY	\$48,600.00	90%	\$5,400.00
2	Curb & Gutter Removal	2,000	LF	\$15.00	\$30,000.00	2,000	LF	\$30,000.00	100%	\$0.00
3	Sawcut Pavement, Full Depth	300	LF	\$3.50	\$1,050.00	300	LF	\$1,050.00	100%	\$0.00
4	PCC Pavement - 9"	3,600	SY	\$100.00	\$360,000.00	3,240	SY	\$324,000.00	90%	\$36,000.00
5	Aggregate Base Course - 6"	3,600	SY	\$10.00	\$36,000.00	3,240	SY	\$32,400.00	90%	\$3,600.00
6	Concrete Curb Type B-6.24	2,000	LF	\$30.00	\$60,000.00	1,800	LF	\$54,000.00	90%	\$6,000.00
7	Remove Existing Street Light	4	EACH	\$1,000.00	\$4,000.00	2	EACH	\$2,000.00	50%	\$2,000.00
8	Relocate Existing Street Light	8	EACH	\$7,000.00	\$56,000.00	8	EACH	\$56,000.00	100%	\$0.00
TOTAL SCHEDULE IV - ROADWAY IMPROVEMENTS - CROSSLINK AND MORRIEM					\$601,050.00			\$548,050.00		\$53,000.00
TOTAL ON-SITE IMPROVEMENTS (SCHEDULES I-IV)					\$1,242,313.00			\$966,313.00		\$276,000.00
CURRENT REMAINING IMPROVEMENTS										\$276,000.00
ADJUSTED REMAINING BOND AMOUNT (25% MINIMUM)										\$310,578.25



ENGINEERS OPINION OF PROBABLE COST FOR BOND REDUCTION #1
CROSSLINK BUSINESS PARK SUBDIVISION No. 2
PUBLIC IMPROVEMENTS - CROSSLINK PARKWAY RELOCATION
 January 16, 2024

ITEM	DESCRIPTION	ORIGINAL BOND				COMPLETED				REMAINING
		QUANTITY	UNIT	UNIT PRICE	EXTENSION	QUANTITY	UNIT	EXTENSION	% COMPLETED	EXTENSION

Prepared By: Manhard Consulting, Ltd. , 1 Overlook Point Suite 290, Lincolnshire, Illinois 60069

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, other consultant fees, landscaping, dewatering, maintenance, bonds or the like.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 2/6/2024
Re: WWTP Sludge Pump Replacement

Both of our existing Moyno-type sludge pumps at the WWTP are not rebuildable and need to be replaced. These pumps include grinders and move sludge from the digesters to the thickening centrifuges. We have received the following material proposals for replacement pumps:

LAI, Ltd 5400 Newport Drive Rolling Meadows, IL 60008	\$120,104.00
Gasvoda & Associates 1530 Huntington Drive Calumet City, IL 60409	\$152,087.00
Drydon Equipment 2443 Westfield Drive Elgin, IL 60124	\$169,220.00

I would recommend approval of the proposal from LAI, Ltd, in the amount of \$120,104.00, for furnishing two Moyno-type sludge pumps with grinders and control panels at the WWTP. This equipment will be paid for from Line Item #61-1790 Plant Depreciation.

We will be getting proposals for the installation of this equipment from area contractors as well.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: February 5, 2024
Re: Well #11 Drilling – IEPA Loan Agreement L174188

We have received the Loan Agreement from the IEPA for the drilling of new Well #11, located at 3081 Huntington Drive. The agreement is in the amount of \$1,478,842.14 which is the total estimated cost for design engineering, construction and construction engineering. The agreement further states that the entire amount will be forgiven by the State of Illinois through supplemental funding provided under the Bipartisan Infrastructure Law for the purpose of addressing emerging contaminants in drinking water.

I would recommend approval of IEPA Loan Agreement L174188 and authorize the Mayor to sign the agreement..



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

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

JB PRITZKER, GOVERNOR

JOHN J. KIM, DIRECTOR

217/782-2027

CERTIFIED MAIL

JAN 23 2024

The Honorable Clinton Morris
Mayor, City of Belvidere
401 Whitney Blvd
Belvidere, IL 61008

COPY

Re: City of Belvidere/L174188
Loan Agreement

Dear Mayor Morris:

It is a pleasure to advise you that your application for a Public Water Supply loan, under the provisions of the Environmental Protection Act, has been approved in the amount of \$1,478,842.14. **This project is funded in whole or in part by the Infrastructure Investment and Jobs Act (IIJA), also referred to as the Bipartisan Infrastructure Law (BIL).**

In accordance with the Procedures for Issuing Loans from the Public Water Supply Program 35 Ill. Adm. Code 662.250 (loan rules), \$1,478,842.14 of the loan amount will be forgiven by the State of Illinois (State) through supplemental funding provided under the Bipartisan Infrastructure Law for the purpose of addressing emerging contaminants in drinking water.

The Loan Agreement is enclosed in triplicate. After the Agreement is reviewed, the original and one copy should be signed and dated by the appropriate official no later than February 26, 2024 and returned to the Infrastructure Financial Assistance Section, Bureau of Water, P.O. Box 19276, Springfield, IL 62794-9276 **as soon as it is signed.**

It is critical that the signed Loan Agreement be returned to IEPA within 7 days from your signature date on the document.

The second copy is for your records. Receipt of a written refusal or failure to return the properly executed documents within the specified time may subject the Loan Agreement to cancellation consideration.

Your attention is invited to the Standard Conditions of the Loan Agreement which outline the requirements and terms of your loan. The schedule is based on your awarding of contracts and initiating project construction promptly. Your compliance with the loan conditions and terms will facilitate our processing and your receipt of loan disbursements. In addition, by acceptance of this loan agreement, the loan recipient agrees to comply with any future reporting and/or accountability requirements that may be associated with the State Revolving Fund programs in Illinois.

For each contract awarded, please submit a copy of the executed contract; a copy of the certificate of insurance; a copy of the performance and payment bonds; and the notice to proceed as soon as these documents are available.

You are reminded that it is your responsibility as the loan recipient to maintain copies of the bids for all firms that bid on prime contracts, or provide quotes on subcontracts in accordance with the Standard Conditions. It is also your responsibility to obtain copies of all subcontracts awarded by the prime contractor and verify these contracts conform to the Standard Conditions.

If you have any questions regarding this project, please contact Ellen Watters, the project manager, Infrastructure Financial Assistance Section, at 217/782-2027.

Congratulations on the receipt of this Loan Agreement and we look forward to working with you during the project.

Sincerely,

A handwritten signature in black ink, appearing to read "John J. Kim". The signature is fluid and cursive, with a large loop at the beginning and a long tail extending to the right.

John J. Kim
Director

JJK:EW

Attachments

cc: Strand Assoc. Inc.
City Clerk

bcc: Loan File
Chron File
Rockford

LENDER:

Illinois Environmental Protection Agency
Bureau of Water
Infrastructure Financial Assistance Section
P.O. Box 19276
1021 North Grand Avenue, East
Springfield, IL 62794-9276

RECIPIENT:

City of Belvidere
401 Whitney Blvd
Belvidere, IL 61008

FEIN: 366005792

COPY

TERMS OF THE LOAN

			<u>Estimated Dates</u>
Loan amount:	\$1,478,842.14	Construction start:	2/26/2024
Annual fixed loan rate:	1.81%	Construction complete:	12/23/2024
Term:	20 years	Initiation of operation:	12/23/2024
Repayments:	Semi-Annual	Initiation of repayment period:	12/23/2024
		First repayment due:	6/23/2025
		Final repayment due:	12/23/2044

LOAN OFFER AND ACCEPTANCE

Offer by the State of Illinois Environmental Protection Agency

The Director (herein called the "Director") of the Illinois Environmental Protection Agency (herein called the "Agency") pursuant to the Environmental Protection Act, hereby offers to make a loan from the Water Revolving Fund, up to and not exceeding the above specified amount, at the fixed loan rate and repayment period given above, for the support of the efforts contained in the Project Description, herein. This Loan Offer is subject to all applicable State and Federal statutory and regulatory provisions, Standard and Special Loan Conditions, Procedures For Issuing Loans From the Public Water Supply Loan Program (35 Ill. Adm. Code 662) and the terms specified in the Letter of Transmittal, attached hereto and included herein by reference.

	Director	John J. Kim	1/23/24
Agency Signature	Title	Name	Date

This offer must be accepted on or before 2/26/2024.

Acceptance on behalf of the Borrower

Authorized Representative (Signature)	Date
---------------------------------------	------

Name and Title of Authorized Representative (Type or Print)

PROJECT DESCRIPTION

The City will be decommissioning two wells contaminated with perfluorooctanoic acid (PFOA), a PFAS chemical. A new Well No. 11 and wellhouse will be constructed to replace these wells as a source of safe drinking water. This work is covered by IEPA Permit Number 0127-FY2023.

	TOTAL	ELIGIBLE
Design Engineering - Strand Assoc. Inc.	\$34,850.00	\$34,850.00
Construction Engineering - Strand Assoc. Inc.	\$22,450.00	\$22,450.00
Construction - Midwest Well Services, Inc	\$1,380,138.00	\$1,380,138.00
Contingency	\$41,404.14	\$41,404.14
TOTAL	\$1,478,842.14	\$1,478,842.14

The loan amount is \$1,478,842.14.

FUNDING SOURCES

In accordance with the Procedures for Issuing Loans from the Public Water Supply Loan Program Title 35 Ill. Adm. Code 662.250 (Loan Rules), \$1,478,842.14 of the loan amount will be forgiven by the State of Illinois (State) pursuant to principal forgiveness provisions contained in the Loan Rules.

This loan is receiving BIL (Bipartisan Infrastructure Law) funding.

SPECIAL CONDITIONS

None

STANDARD CONDITIONS

Please see Attachment A.

Attachment A

Loan Recipient: City of Belvidere
L174188

Loan Agreement –Standard Conditions Illinois EPA Public Water Supply Loan Program

1. PROJECT SCHEDULE

For the purposes of this agreement, the start date will be the date the agreement is executed by the loan recipient and the complete date will be the date of final repayment. Any obligation of the State of Illinois and the Agency to make any disbursement of loan funds shall terminate unless this project work is initiated and completed in accordance with the schedule contained in the Loan Agreement.

2. AVAILABILITY OF APPROPRIATIONS; SUFFICIENCY OF FUNDS

This Loan Agreement is contingent upon and subject to the availability of sufficient funds. The Agency may terminate or suspend this Loan Agreement, in whole or in part, without penalty or further disbursements being required, if (i) sufficient State funds have not been appropriated to the Agency or sufficient Federal funds have not been made available to the Agency by the Federal funding source, (ii) the Governor or the Agency reserves appropriated funds, or (iii) the Governor or the Agency determines that appropriated funds or Federal funds may not be available for payment. The Agency shall provide notice, in writing, to the loan recipient of any such funding failure and its election to terminate or suspend this Loan Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the loan recipient's receipt of notice. Should the Agency terminate or suspend this Loan Agreement as described above, the loan recipient shall still be required to repay to the Agency in accordance with this Loan Agreement the total amount of loan disbursements made by the Agency.

3. DISBURSEMENTS

Disbursement requests for project work will be processed based on costs incurred, subject to the appropriation of funds by the Illinois General Assembly. Such disbursement requests shall be submitted quarterly and will be monitored for compliance with applicable state and federal laws and regulations, including Section 705/4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705), and shall constitute quarterly reports as required therein by describing the progress of the project and the expenditure of the loan funds related thereto. Any loan funds remaining unexpended in the project account after all application loan conditions have been satisfied and a final loan amendment has been executed shall be returned to the State within forty-five (45) days of the execution date on the final loan amendment. If the loan recipient reimburses their contractor(s) prior to requesting funds from Illinois EPA, the Loan Recipient shall request as quickly as possible, but in no event later than dictated by Section 5 of the submitted Tax Compliance Certificate and Agreement, reimbursement from the Agency.

4. REPAYMENT SCHEDULE – Nature of Obligations, Fixed Loan Rate, Interest, Loan Support, Principal Payments and Principal Forgiveness.

a) In accordance with Ill. Adm. Code 662.210, the fixed rate is comprised of interest and loan support, both of which are established annually. The term "interest" is used in this Loan Agreement as well as future correspondence, repayment schedules, etc. to reflect both interest and loan support.

b) This Loan Agreement has been issued and entered into pursuant to an authorizing ordinance of the loan recipient. The recipient recites that it has taken all required actions to enter into the Loan Agreement and has complied with all provisions of law in that regard.

c) By this Loan Agreement, the loan recipient agrees to repay to the Agency (or, upon notice by the Agency to the loan recipient, the Agency's assignee) the principal amount of the loan with interest on the outstanding and unpaid principal amount of the loan from time to time until repaid in full, all as provided in this Loan Agreement.

d) For purposes of determining the repayment amount, the principal amount of the loan shall be the total amount of loan disbursements made by the Agency under this Loan Agreement, plus interest treated as principal as provided in paragraph (g) below, less the amount of principal forgiveness as may be defined in the special condition(s) of this loan agreement. The amount financed shall not exceed the amount identified in the approved authorizing ordinance.

e) The final principal amount will be determined by the Agency after a final disbursement request and project review have been made to ensure all applicable loan conditions have been satisfied.

f) Simple interest on each loan disbursement will begin on the day after the date of the issuance of a warrant by the Comptroller of the State of Illinois.

g) Interest and principal on the loan will be due on the dates and in the amounts as set forth in repayment schedules provided for in this paragraph. Upon the initiation of the loan repayment period, the Agency shall establish and notify the loan recipient of an interim repayment schedule in accordance with the terms of this loan. After the Agency conducts the final review of the costs of the project to establish the final principal amount, the Agency shall establish and notify the loan recipient of a final repayment schedule. For purposes of calculating the repayment schedules, the Agency shall consider principal of the loan to consist of all unrepaid disbursements plus all unrepaid interest accrued on these disbursements at the time the schedule period begins. Each of these repayment schedules shall provide for repayment installments consisting of principal plus simple interest on the unpaid principal balance. The installment repayment amount may change when the interim repayment schedule is replaced by the final repayment schedule.

h) Interest on each loan disbursement shall be calculated on the basis of the total number of days from the date the interest begins to accrue to the beginning of the repayment period and will be calculated on a daily basis using a 365 day year. All interest due on the principal of the loan during the repayment period is calculated on a periodic basis.

i) The Loan Agreement shall be subject to prepayment at any time in whole or in part, at the option of the loan recipient, by payment of the outstanding principal plus accrued and unrepaid interest on that principal accrued to the date of prepayment.

5. MODIFIED OR SUBSEQUENT ORDINANCES

The ordinance authorizing entry into this Loan Agreement or dedicating the source of revenue shall not be amended or superseded substantively or materially without the prior written consent of the Agency.

6. DBE REPORTING REQUIREMENTS

The loan recipient is required to comply with the Disadvantaged Business Enterprise (DBE) reporting requirements as established and mandated by federal law and implemented in federal code: 40 CFR Part 33. Compliance with the code will necessarily involve satisfaction of the six (6) good faith efforts as set forth in the federal DBE program, and will require the use of the particular contract specifications and language for advertising of the project. More information and guidance on the DBE requirements is available on the IEPA web site.

7. COMPLIANCE WITH ACT AND REGULATIONS

The Agency shall not make any payments under this loan offer if the construction project has been completed and is being operated in violation of any of the provisions of the Safe Drinking Water Act, Environmental Protection Act (415 ILCS 5/1 et seq.) or Public Water Supply Regulations of Illinois (Title 35: Subtitle F: Chapter I: Pollution Control Board Regulations and Chapter II: Agency Regulations) adopted thereunder.

8. CONSTRUCTION COMPLETION.

The loan recipient shall notify the Agency's Infrastructure Financial Assistance Section's (IFAS) Post Construction Unit in writing within 30 days from the construction completion date and shall submit the final change order, along with the contractor's final costs. In addition, a completed "Certificate Regarding O & M" (available on the Agency website) shall be sent to the Agency's IFAS Post Construction Unit.

9. OPERATION AND MAINTENANCE OF THE PROJECT

The Agency shall not approve the final loan closing for the project unless the loan recipient has certified that the training and operation and maintenance documents have been provided in accordance with 35 Ill. Adm. Code 662.460.

10. FLOOD INSURANCE

Evidence must be provided that flood insurance has been acquired on eligible structures constructed under this Loan Agreement as soon as structures are insurable.

11. DELINQUENT LOAN REPAYMENTS

a) In the event that a repayment is not made by a loan recipient according to the loan schedule of repayment, the loan recipient shall notify the Agency in writing within 15 days after the repayment due date in accordance with 35 Ill. Adm. Code 662.510 Delinquent Loan Repayments.

b) After the receipt of this notification, the Agency shall confirm in writing the acceptability of the loan recipient's response or take appropriate action.

c) In the event that the loan recipient fails to comply with the above requirements, the Agency shall promptly issue a notice of delinquency which requires a written response within 15 days.

d) Failure to take appropriate action shall cause the Agency to pursue the collection of the amounts past due, the outstanding loan balance and the costs thereby incurred, either pursuant to the Illinois State Collection Act of 1986 (30 ILCS 210) or by any other reasonable means as may be provided by law.

12. SINGLE AUDIT ACT

Federal funds from Capitalization Grants for the Drinking Water State Revolving Fund (i.e. see Catalogue of Federal and Domestic Assistance number 66.468), which the Agency receives from the U.S. Environmental Protection Agency, may be used for this loan. Receipt of federal funds may require an annual audit which conforms to the Single Audit Act and O.M.B. Circular A-133. If a Single Audit is required, all loans from both the Drinking Water and Wastewater State Revolving Fund receiving federal funds must be audited and included in the audit report. The Agency will notify the recipient of any federal funds disbursed during the recipient's fiscal year.

13. SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by such prime contractor in awarding or executing such subcontracts shall comply with:

- a) All provisions of federal, State and local law.
- b) All provisions of 35 Ill. Adm. Code 662 with respect to fraud and other unlawful or corrupt practices.
- c) All provisions of 35 Ill. Adm. Code 662 with respect to access to facilities, records and audit of records.

14. REQUIREMENTS OF BOND ORDINANCE

If the dedicated source of revenue is pledged in a subordinate position to an existing revenue bond ordinance, the covenants regarding coverage and reserve shall be in accordance with 35 Ill. Adm. Code 662.350(a)(9)(C).

15. RECORDS RETENTION

The loan recipient agrees to establish and maintain the books and other financial records pertaining to this project in accordance with Generally Accepted Accounting Principles as issued by the Governmental Accounting Standards Board (GASB), including standards relating to the reporting of infrastructure assets per GASB Statement No. 34. The loan recipient shall maintain all books and records pertaining to this project for a period not less than 3 years from the date of the final loan closing. All records pertaining to the issuance of bonds and the repayment of this loan shall be maintained for a period not less than 3 years from the final repayment date.

The loan recipient agrees to permit the Agency or its designated representatives, including the Illinois Auditor General and the Illinois Attorney General, to inspect and audit the books and financial records pertaining to the project and the expenditure of the loan funds related thereto.

16. CONTINUING DISCLOSURE

The recipient covenants and agrees that, if at any time the Agency shall notify the recipient that the recipient is deemed to be an "obligated person" for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), the recipient shall promptly execute an undertaking in form acceptable to the Agency in compliance with the Rule in which the recipient shall agree, among other things, to provide annual financial information (as defined in the Rule) with respect to the recipient to all required information repositories for so long as the recipient shall be deemed an obligated person. The recipient shall be deemed to be an obligated person at any time the aggregate principal amount of one or more of the recipient's outstanding loans with the Agency, which are pledged to secure bonds issued on behalf of the Agency, exceeds a percentage (currently 20%) of the aggregate principal amount of all loans of the Agency pledged to secure such bonds.

17. WAGE RATE REQUIREMENTS

The loan recipient is required to comply with Wage Rate requirements established in rules issued by the U.S. Department of Labor to implement the Davis-Bacon Wage Act and other related acts (29 CFR Parts 1, 3 and 5). These rules require a number of specific actions by the federal funding recipient (the IEPA), the sub-recipient (the loan recipient) and the contractor, including payroll record certification and reporting as required. More information and guidance on the Davis-Bacon Wage Act requirements are available on the IEPA web site.

18. USE OF AMERICAN IRON AND STEEL

The loan recipient will be required to comply with the "Use of American Iron and Steel" requirements as contained in Section 436 (a) – (f) of H.R. 3547, the "Consolidated Appropriations Act, 2014".

19. REPORTING REQUIREMENTS

The loan recipient will be required to comply with the volume and frequency of reporting requirements that may be required by the federal or State funding authority.

20. ADDITIONAL COMPLIANCE ITEMS

The loan recipient, prime contractor(s) and subcontractor(s) shall comply with applicable federal funding certifications, non-discrimination statutes, regulations and environmental standards, including but not limited to the following:

- a) The Americans with Disabilities Act of 1990, as amended, and 42 USC 12101
- b) New Restrictions on Lobbying at 40 CFR, Part 34
- c) Immigration and Naturalization Service Employment Eligibility Rules, (I-9 Forms)
- d) False Claims Act – Prompt referral to USEPA's Inspector General of any credible evidence of a false claim or criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds under this loan (Loan Recipient Only)
- e) The Coastal Zone Management Act of 1972, 16 U.S.C. 1451 (Loan Recipient Only)
- f) Section 504 of the Rehabilitation Act of 1973 - Prohibits exclusion and employment discrimination based on a disability.
- g) Title VI of the Civil Rights Acts of 1964 - Prohibits discrimination or exclusion based on race, color, or national origin.
- h) Archaeological and Historic Preservation Act, Pub. L. 113–287 and 54 U.S.C. 312501-312508
- i) Native American Graves Protection and Repatriation Act (NAGPRA), Pub. L. 101-601 and 25 U.S.C. 3001-3013

21. CERTIFICATION

By accepting this loan offer, the loan recipient certifies under oath that all information in the loan agreement and the related loan application is true and correct to the best of the loan recipient's knowledge, information and belief, and that the loan funds shall be used only for the purposes described in the loan agreement. This offer of loan funds is conditioned upon such certification.

22. FISCAL SUSTAINABILITY PLAN REQUIREMENTS

The loan recipient shall comply with the Fiscal Sustainability Plan (FSP) requirement contained in Section 603(d)(1)(E) of the Federal Water Pollution Control Act by submitting a certification that they have developed and implemented a FSP. This provision applies to all loans for which the borrower submitted a loan application on or after October 1, 2014. The Agency will send the loan recipient a FSP Development Certification form prior to final loan closing which shall be submitted and returned as directed. This condition only applies to loans issued from the Water Pollution Control Loan Program. This condition does not apply to Public Water Supply loans.

23. SIGNAGE REQUIREMENT

- a. The loan recipient shall meet a signage requirement by posting a sign at the project site or making an equivalent public notification such as a newspaper or newsletter publication; utility bill insert; or online posting for the project duration. After the signage requirement is met, documentation must be submitted to the IEPA using the Public Notification/Signage Requirement Certificate of Completion. Guidance is available on the IEPA website.
- b. The loan recipient shall meet a BIL (Bipartisan Infrastructure Law) signage requirement by posting a sign at the project site for the project duration. After the signage requirement is met, documentation must be submitted to the IEPA using the Public Notification/Signage Requirement Certificate of Completion. Guidance is available on the IEPA website.

24. ILLINOIS WORKS JOBS PROGRAM ACT (30 ILCS 559/20-1 et seq)

For loans with an estimated total project cost of \$500,000 or more, the loan recipient will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification whichever is less. Loan recipients will be permitted to seek a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20 (b). The loan recipient must ensure compliance for the life of the entire project, including the term of the loan and after the term ends, if applicable, and will be required to report on and certify its compliance.

- a. The loan recipient will shall submit to IEPA an IL Works Apprenticeship Initiative Budget Supplement form within 90 days of executing the loan agreement. The form is available at:
<https://www2.illinois.gov/dceo/WorkforceDevelopment/Pages/IllinoisWorksJobsProgramAct.aspx>.
- b. Compliance includes submitting quarterly reporting of apprenticeship goals until the project is complete even if the project extends beyond the original term of the loan agreement. Quarterly reports must be submitted to the Agency within 20 days after a quarter ends. Quarterly reports shall be submitted using the reporting form available at the website listed in 24a. (above).
- c. All State contracts and grant agreements funding State contracts shall include a requirement that the contractor and subcontractor shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel.



BELVIDERE
POLICE

Matthew Wallace
Deputy Chief—Investigations

Shane Woody
Chief of Police

Patrick Gardner
Deputy Chief—Patrol

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

TO: Mayor Morris and City Council
FROM: Chief Shane Woody
DATE: February 12, 2024
RE: Request to Purchase a 2024 Dodge Durango

On January 14, 2024 a K-9 Officer was driving southbound on S. Main Street when a vehicle, being driven too fast for conditions, was westbound on Buchanan Street. The driver failed to stop at the stop sign at Buchanan St. and S. Main St, slid into the intersection, and struck the squad car causing damage to the front left quarter panel requiring it to be towed from the scene.

The City’s insurance assessed the damage to squad 18, 2019 Dodge Durango, VIN 1C4SDJFT4KC708452, and determined the repairs to the squad car exceeded its’ value and deemed it to be totaled. The insurance payout is \$23,629.00 after the City’s insurance deductible.

A replacement 2024 Dodge Durango and associated expenses are as follows:

- 1. Vehicle - \$42,651.00
- 2. 5-year warranty - \$3,429.00
- 3. Equipment & Upfitting - \$21,750.00
 - a. Total – \$67,830.00

The unfunded amount for a new squad car and related expenses comes to \$44,201.00. I would request to pay the balance using the Police Departments DUI Equipment Fund. These funds come to the City as a direct result of traffic surcharges when traffic violators are convicted of a DUI traffic offense.

Motion: To authorize the purchase of (1) 2024 Dodge Durango, warranty, and equipment & upfitting at a cost not to exceed \$67,830.00 with payment coming from the following:

Insurance Check:	\$23,629.00
DUI Equipment Fund:	<u>\$44,201.00</u>
	\$67,830.00