



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Alderman Sheryl Prather	Chairman Building
Alderman Natalie Mulhall	Vice-Chairman Building
Alderman Ric Brereton	Chairman Finance and Personnel
Alderman Wendy Frank	Vice -Chairman Finance and Personnel
Alderman Tom Porter	Chairman Planning & Zoning
Alderman Mike McGee	Vice-Chairman Planning & Zoning
Alderman Clayton Stevens	Chairman Public Safety
Alderman Matthew Fleury	Vice-Chairman Public Safety
Alderman Marsha Freeman	Chairman Public Works
Alderman Daniel Snow	Vice-Chairman Public Works

AGENDA

January 10, 2022
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order – Mayor Clinton Morris.

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

Nicor Nextsite – Presentation.

1. Public Works, Unfinished Business: None.

2. Public Works, New Business:
 - A. Public Works Department – Update.
 - B. Branch Grinding.
 - C. Irene Road Realignment Project.
 - D. Bridge Condition Report.
 - E. Resolution for Improvement Under the Highway Code for preparation of bridge condition report on Main Street.
 - F. Resolution for Improvement Under the Highway Code for preparation of bridge condition report on Appleton Road North.
 - G. Resolution for Improvement Under the Highway Code for preparation of bridge condition report on Appleton Road South.
 - H. Certificate of Satisfactory Completion – Plat #1 & Plat #2 of Sager Corporate Park.
 - I. Resolution Authorizing Execution of a Letter of Credit with Midland States Bank Guaranteeing Payment to Philadelphia Insurance Company.
 - J. Parking Code Cleanup.

3. Building, Planning & Zoning, Unfinished Business: None

4. Building, Planning & Zoning, New Business:
 - A. Planning & Zoning Department - Update.
 - B. Building Department - Update.

5. Other:
 - A. Fire Station 1 – Roof Repair.
 - B. American Rescue Plan Act Funds.
 - C. Request for Proposal – Audit Services.
 - D. Contract for Cleaning Services – City Hall.
 - E. Appointment of John Wolf as Trustee to the Northern Illinois Land Bank.
 - F. OSHA Mandate.
 - G. Executive session to discuss Collective negotiating matters pursuant to Section 2(c)(2) of the Open Meetings Act.

6. Adjournment:

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 12/21/2021
Re: Branch Grinding

Our branch pile has grown to the point that it needs to be reduced. The current budget includes \$12,000 for leaf and branch pickup. We have received the following bids for grinding and removing the pile:

- | | |
|---|------------|
| 1. Landscape Material & Firewood Sales, Inc.
27W250 Saint Charles Road
West Chicago, IL 60185 | \$9,000.00 |
| 2. Timber Industries, LLC
900 Depot Avenue
Dixon, IL 61021 | \$9,300.00 |

I would recommend approval of the low bid from Landscape Material & Firewood Sales, Inc, in the amount of \$9,000.00, for grinding of the City's branch pile. This work will be paid for from Line Item #01-5-310-6826.

Memo

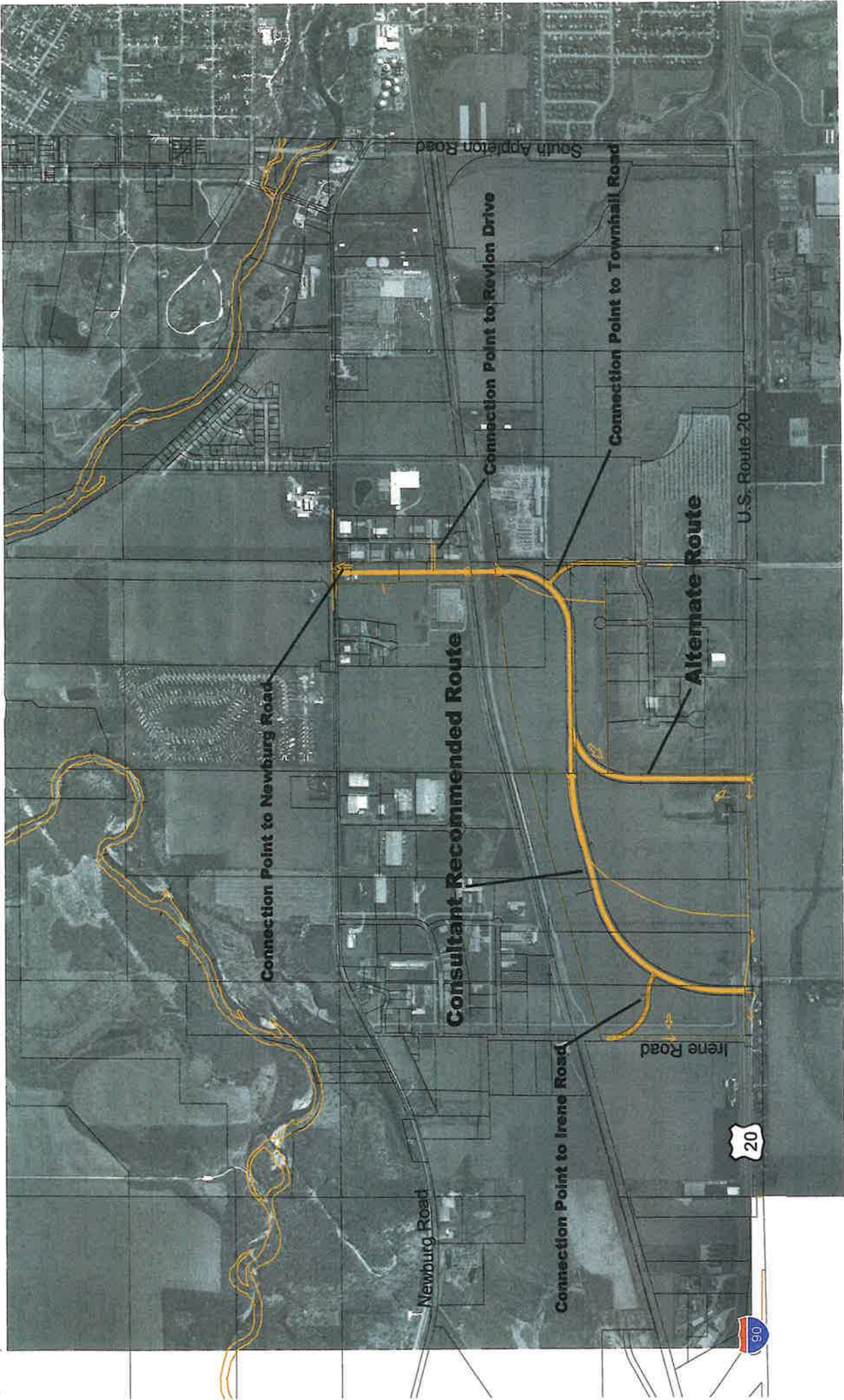
To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 1/5/2022
Re: Irene Road Realignment Project

The proposed extension of Illinois Route 76 to Interstate 90 (map attached) included the realignment of Townhall Road from Newburg Road to US Route 20. The recently completed Interchange Development Feasibility Study indicates that in order to maximize property development, Townhall Road should remain on its current alignment and the potential Illinois Route 76 extension utilize US Route 20 from Townhall Road to access the Interstate 90 interchange at Irene Road. The Feasibility Study also includes the realignment of Irene Road from US 20 to the Union Pacific Railroad right-of-way in order to increase traffic capacity by eliminating the two existing 90 degree turns.

To that end, the City has received a Notice of Funding Opportunity (NOFO) from the Illinois Department of Commerce and Economic Opportunity (DCEO) for a \$700,000 grant to construct the Irene Road Realignment Project. The budgetary estimate to complete this project is \$1,050,000. We have received a proposal from CES, Inc to complete the design engineering for the Irene Road Realignment Project in the amount of \$72,000.00.

I would recommend authorizing the application for DCEO Grant Funds in the amount of \$700,000 for the Irene Road Realignment Project.

I would further recommend approval of the proposal from CES, Inc, in the amount of \$72,000.00, to complete the design engineering for the Irene Road Realignment Project. Since the grant funds will be used to pay for the engineering, CES will not begin work on this project until the grant has been awarded.



INFRASTRUCTURE PHASING

It may be possible to phase infrastructure to support new development

Given the presence of existing infrastructure, it may be possible to phase infrastructure investments over three phases to support new industrial and commercial development.

I-90/Irene Road Interchange Site Development Phasing





C.E.S. Inc. – Main Office
700 West Locust Street
Belvidere, Illinois 61008
Phone: (815) 547-8435
Kevin.Bunge@Civilideas.com

WORK AUTHORIZATION

Date: January 4, 2021

Subject: PE1 and PE2 for Irene Road Relocation (RR Trax to Route 20 – 2,500 lf)

Requested by: City of Belvidere – Brent Anderson

General scope of work to be completed:

Final design plans, specs and contract/bid documents in conformance with City and IDOT requirements. Services include: topographic survey of the new ROW corridor plus 50' on either side; design and drafting of 2,500 lf +/- of a 40' wide urban road section with storm sewer; specifications; bid documents; quantities; Opinion of Cost. Services under this DESIGN contract terminate upon the first bid opening.

Preliminary Opinion of Cost \$ 950,000
Contingency \$ 100,000

Not Included:

ROW acquisition or boundary survey; changes to the design services due to changes in the alignment after design has commenced; improvements to Route 20; detention pond design or analysis; construction staking/layout; construction observation; easement documents; FEMA/IHPA/IDNR permitting or analysis; sanitary sewer or water design; soil bores or analysis; anything not specifically listed above as included.

Fees: PE1 and PE2 Design Services - Lump Sum of \$72,000 (7.2%)

Approval of Quote and Authorization to proceed (Owner/Client)

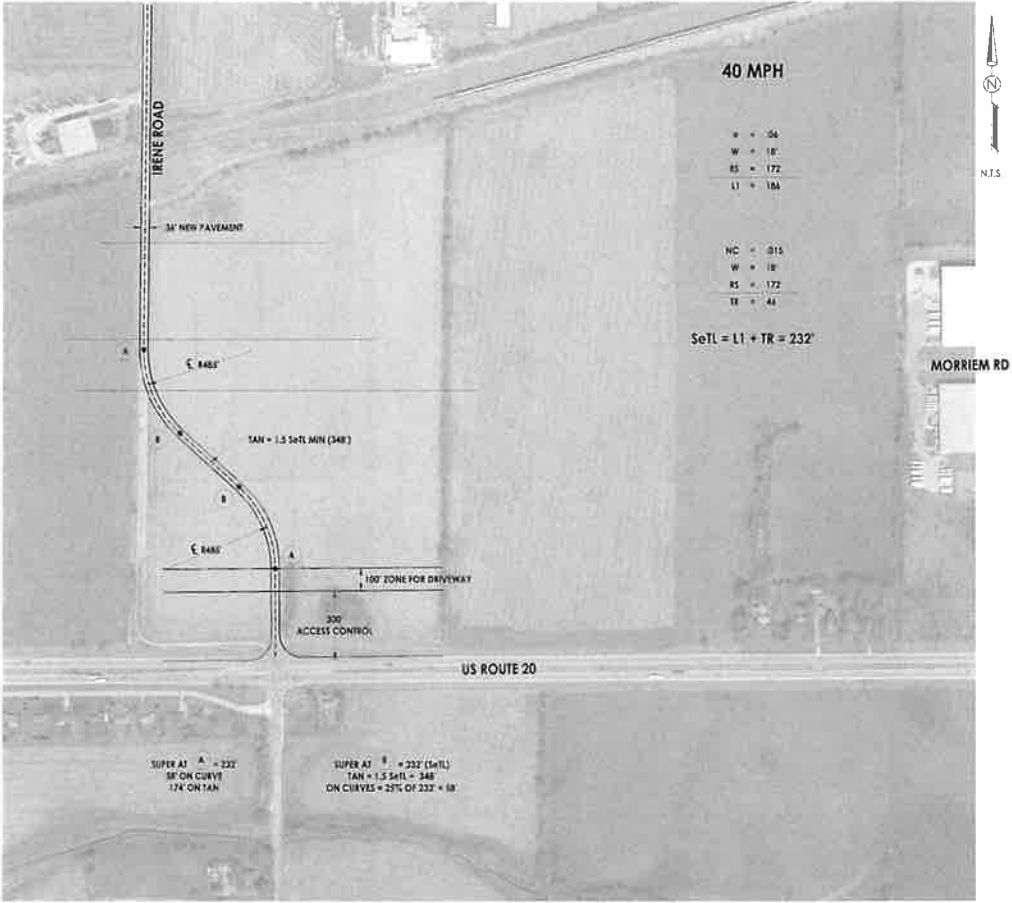
Date

Printed Name (Owner/Client)

Title

Organization (Owner/Client)

Please deliver, mail, e-mail, or fax completed Work Authorization to C.E.S. Inc. at
Kevin.Bunge@civilideas.com



Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 1/4/2022
Re: Bridge Condition Report

Hampton, Lenzini & Renwick, our IDOT approved bridge manager, has completed the biennial bridge inspections required by IDOT. Three of our bridges, Main Street (SN 004-7002), Appleton Road South (SN 004-7003) and Appleton Road North (SN 004-7004) have gotten to the point in their life cycle that a bridge condition report is warranted. The bridge condition report will determine the scope of improvements to rehabilitate the reported structural, scour, hydraulic and geometric deficiencies of each structure. Each report will provide planning level project alternates, cost estimates and recommendations.

We have received a proposal from Hampton, Lenzini & Renwick, in the amount of \$15,500.00, to complete a bridge condition report for each of the following bridges:

- Main Street (SN 004-7002)
- Appleton Road South (SN 004-7003)
- Appleton Road North (SN 004-7004)

I would recommend approval of the proposal from Hampton, Lenzini & Renwick, in the amount of \$15,500.00, to complete three bridge condition reports. This work will be paid for from MFT Funds.



Resolution for Improvement Under the Illinois Highway Code

Print Form

Print With Instructions

Reset Form

Is this project a bondable capital improvement?

Yes No

Resolution Type

Original

Resolution Number

2022-1

Section Number

22-00114-00-BR

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Belvidere Illinois that the following described street(s)/road(s)/structure be improved under

Name of Local Public Agency

the Illinois Highway Code. Work shall be done by Contract Contract or Day Labor

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

Add

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

Add

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

preparation of bridge condition report.

2. That there is hereby appropriated the sum of Six-thousand and no/100

Dollars (\$6,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Sarah Turnipseed City Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Belvidere in the State aforesaid, and keeper of the records and files thereof, as provided by

Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Belvidere at a meeting held on January 18, 2022

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year

(SEAL)

Clerk Signature

Date

Signature and date boxes for Clerk

Approved

Regional Engineer Department of Transportation

Date

Signature and date boxes for Regional Engineer



Resolution for Improvement Under the Illinois Highway Code

Print Form

Print With Instructions

Reset Form

Is this project a bondable capital improvement?

Yes No

Resolution Type

Original

Resolution Number

2022-3

Section Number

22-00116-00-BR

BE IT RESOLVED, by the Council

of the City

Governing Body Type

Local Public Agency Type

of Belvidere

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

Add

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

Add

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of preparation of bridge condition report.

2. That there is hereby appropriated the sum of Six-thousand and no/100

Dollars (\$6,000.00)

for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Sarah Turnipseed

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Belvidere

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

of Belvidere

at a meeting held on January 18, 2022

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day of Month, Year

(SEAL)

Clerk Signature

Date

Signature box

Date box

Approved

Regional Engineer Department of Transportation

Date

Signature box

Date box



Resolution for Improvement Under the Illinois Highway Code

Print Form

Print With Instructions

Reset Form

Is this project a bondable capital improvement?

Yes No

Resolution Type

Original

Resolution Number

2022-2

Section Number

22-00115-00-BR

BE IT RESOLVED, by the Council of the City of Belvidere

the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

Add

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

Add

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of preparation of bridge condition report.

2. That there is hereby appropriated the sum of Six-thousand and no/100 Dollars (\$6,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Sarah Turnipseed, Clerk in and for said City of Belvidere

do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Belvidere at a meeting held on January 18, 2022

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year

(SEAL)

Clerk Signature

Date

Signature and date boxes for Clerk

Approved

Regional Engineer Department of Transportation

Date

Signature and date boxes for Regional Engineer

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 1/4/2022
Re: Certificate of Satisfactory Completion – Plat #1 & Plat #2 of Sager Corporate Park

In accordance with Section 151.61(B) of the City's Subdivision Control Ordinance, I do hereby certify that all of the public improvements required for Plat #1 and Plat #2 of Sager Corporate Park, with the exception of sidewalks, have been completed and the improvements have been inspected by this department and found to be in conformance to the approved construction plans for the subdivision.

The developer has submitted his engineer's certification, as-built construction plans and a contractor's affidavit and lien waivers for the subdivision as required by the Subdivision Control Ordinance.

The property owner has posted a separate surety in the amount of \$145,600.00 for the remaining sidewalk. The property owner's surety shall be in full force and effect until the required sidewalks are completed.

I would therefore recommend that the City Council approve a resolution accepting the public improvements that have been completed for Plat #1 and Plat #2 of Sager Corporate Park.



Director of Public Works

RESOLUTION #2022-
A RESOLUTION AUTHORIZING
THE EXECUTION OF A LETTER OF CREDIT
WITH MIDLAND STATES BANK
GUARANTEEING PAYMENT TO PHILADELPHIA
INSURANCE COMPANY

IT IS THEREFORE RESOLVED, by the Mayor and City Council of the City of Belvidere as follows:

- 1) The Corporate Authorities of the City of Belvidere hereby approve a Letter of Credit from Midland States Bank attached hereto as Exhibit A.
- 2) Mayor Clinton Morris is hereby authorized to execute and City Clerk Sarah Turnipseed is authorized to attest the Letter of Credit.

Approved:

Mayor

Attest:

City Clerk

Ayes:

Nays:

Absent:

Approved:



Irrevocable Letter of Credit #9072451805

Dated: February 12, 2022

Expiration Date: February 12, 2023

Beneficiary: Philadelphia Insurance Company
Attn: Account Service
1 Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

Applicant: City of Belvidere
401 Whitney Blvd.
Belvidere, IL 61008

To Whom It May Concern:

We hereby authorize you to draw on the Midland States Bank, 600 S. State St., Belvidere, IL 61008, for the account of City of Belvidere, 401 Whitney Blvd., Belvidere, IL 61008.

For any sum or sums not exceeding the aggregate total, U.S. Thirty Thousand Dollars & 00/100 (\$30,000.00) by your drafts at sight on issuer.

Under the following terms:

Drafts must be drawn and presented at our office no later than February 12, 2023.

Each draft drawn hereunder must bear upon the face, "Drawn under Letter of Credit #9072451805 of Midland States Bank, Belvidere, Illinois".

We hereby agree with the drawer, endorsers and bona fide holders of all drafts under and in accordance with the terms of this letter of credit that such drafts will be duly honored on presentation to the drawee.

This Letter of Credit is neither transferable nor assignable without the expressed written consent of the issuing bank. Except so far as otherwise expressly stated, the Letter of Credit is subject to Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce, Publication No. 600.

Sincerely,
Midland States Bank

A handwritten signature in black ink that reads "Jennifer L. Horner".

Jennifer L. Horner
Business Banking Relationship Manager

**CITY OF BELVIDERE
CITY ATTORNEY**

To: Mayor and City Council
From: Mike Drella
cc:
Date: December 10, 2021
Re: Parking Code Cleanup

In answering a constituent question, Brent Anderson recently noticed a couple of errors within Chapter 110 as it pertains to parking in the City. Attached, are recommended modifications to section 110-225 and 110-198 to clean up the discrepancies. The changes will not substantively change any regulation.

RECOMMENDED MOTION: Motion to amend Section 110-225 and 110-198 as set forth in the attachment to the December 10, 2021 memo relating to Parking Code Cleanup. This will return in ordinance form.

Sec. 110-225. Prohibited parking in municipal Lots.

- (a) Parking is prohibited in municipal Lots 1—9 and the municipal Lots are closed from 2:00 a.m. through 6:00 a.m. Mondays in order to allow street cleaning. Parking shall be allowed on State Street during the hours of 2 a.m. and 6 a.m. Mondays.
- (b) Except for municipal lot #5, which is bounded by Main Street, Pleasant Street, Whitney Boulevard, and private property, municipal lots shall be closed and parking is prohibited in the event of a snow emergency as defined in this Code. In the event a vehicle is parked in a municipal lot, with the exception of municipal lot #5, during a snow emergency, it is subject to the same penalties and may be towed as set forth in this chapter. Within four hours of the end of the snow emergency, all vehicles shall be removed from municipal lot #5 to allow for the clearing of municipal lot #5. Any vehicle parked in municipal lot #5 between the time 4 hours after ~~of~~ the end of the snow emergency and for the next eight hours, shall be subject to the same penalties and may be towed as set forth in this chapter.
- (c) No vehicle exceeding an Illinois class B license plate (or a vehicle registered in another state that if registered in Illinois would be registered as a class B license plate) shall be parked within a municipal Lot.
- (d) The owner and/or operator of any vehicle parked in violation of this section are jointly and severally liable for a fine not to exceed \$100.00. Further, the city police department may cause any vehicle parked in violation of this section to be immediately towed and impounded at the owner's expense.

(Ord. No. 891G, § 3, 4-2-07; Ord. No. 11H, § 1, 4-6-09)

Sec. 110-198(a)(7) shall be amended with respect to parking lot 5 to remove reference to section 110-246.



3507 RT. 26 SOUTH
FREEPORT, ILLINOIS 61032

815/235-5350
FAX/235-4382
www.freeportindustrialroofing.com
License #104-000049

January 5, 2022

Attn: Mayor Clint Morris
City of Belvidere
401 Whitney Blvd.
Belvidere, Illinois 61008

In Re: Emergency Wind Damage Repair 18-107
Fire Station Apparatus Building

Dear Mayor:

Per our discussion we have reviewed the wind damaged roof situation at the Fire Station. We are pleased to submit this proposal for your consideration. We will furnish labor, material, equipment and insurance to complete the following work:

1. All loose dirt and debris will be cleaned from the roof.
2. 1.0" isocyanurate insulation will be installed.
3. A mechanically fastened, 060 mil TPO roof system with heat welded seams will be installed.
4. All wall flashings, penetration flashings and perimeter edge details will be installed per manufacturer's specifications.
5. This application carries a 15 year manufacturer's warranty.

Costs:	Roof	\$23,500.00
	Gutters & Downspouts	\$ 2,695.00
	Coping Cap with Receiver	\$ 4,950.00
	Total:	\$31,145.00

Special Conditions and Possible Additional Costs:

1. This proposal does not include snow removal.
2. This proposal does not include any masonry, plumbing, electrical, HVAC or additional sheet metal work.
3. Protective walkway pads will be installed at a cost of \$21.50 per running foot.

Thank you for this opportunity to be of service. We understand that a special meeting is being called for the approval of this work on January 10th. Weather permitting, we are scheduling this work for later next week. If you have any additional questions, please don't hesitate to call.

Sincerely,

Paul Hoefler



MEMORANDUM

To: City Council

cc: Mayor Clinton Morris

From: Shannon Hansen, Budget & Finance Officer

Date: November 29, 2021

Re: American Rescue Plan Act Funds

As shared previously, the City of Belvidere received an additional \$1,765.55 in reallocated funds as part of the American Rescue Plan Act. This amount represents a one-time distribution, unlike the original fund amount of \$3,418,045.26 which is being paid one-half this fiscal year and one-half next fiscal year. We continue to receive guidance on the use of these funds and will bring forward eligible projects at a later date.

I recommend making a motion to accept additional American Rescue Plan Act Funds in the amount of \$1,765.55.

Thank you.



MEMORANDUM

To: City Council

cc: Mayor Clinton Morris

From: Shannon Hansen, Budget & Finance Officer

sh

Date: January 3, 2022

Re: Request for Proposal – Audit Services

As you are aware, the City's three-year contract for audit services with Sikich LLP expired at the conclusion of the FY21 audit. A Request for Proposal was mailed to six firms with four responding. Attached please find a breakdown of the proposals received.

Based on the attached, I recommend the following:

Motion to approve the low bid for independent audit services from Sikich, LLP for a three-year period in an amount not to exceed \$116,855 (\$111,440 for general audit services and \$5,415 for single audit costs). This work will be paid for from line item 01-5-130-6100 (Accounting & Auditing).

Thank you.

attachment

Audit Services Proposal Results 2021

Audit Firm	City Audit Cost FY 2022	City Audit Cost FY 2023	City Audit Cost FY 2024	Total 3 years	Office Location
Sikich LLP	\$36,050	\$37,135	\$38,255	\$111,440	Naperville, IL
Selden Fox	\$36,000	\$37,500	\$38,500	\$112,000	Oak Brook, IL
Wipfli LLP	\$42,250	\$47,650	\$50,000	\$139,900	Sterling, IL
Benning Group, LLC	\$33,000	\$34,650	\$36,400	\$104,050	Freeport, IL

*The City spent \$40,700 on the FY 21 City audit. This figure includes \$15,000 in non-audit procedures (year end accounting) per an engagement letter dated April 7, 2021.

	Single Audit Cost FY 2022	Single Audit Cost FY 2023	Single Audit Cost FY 2024	Total 3 years
Sikich LLP	\$1,750	\$1,805	\$1,860	\$5,415
Seldon Fox	\$6,000	\$6,000	\$6,000	\$18,000
Wipfli LLP	\$4,750	\$4,850	\$5,000	\$14,600
Benning Group, LLC	\$4,500	\$4,500	\$4,500	\$13,500

*The City spent \$1,700 on the FY 21 Single Audit.

Totals (all 3 years of contract)

Sikich LLP	\$116,855
Selden Fox	\$130,000
Wipfli LLP	\$154,500
Benning Group, LLC	\$118,000



MEMORANDUM

To: City Council

cc: Mayor Clinton Morris

From: Shannon Hansen, Budget & Finance Officer *sh*

Date: January 5, 2022

Re: Contract for Cleaning Services

The one-year contract for cleaning services at City Hall expired on December 31, 2021. Morgan Building Maintenance, Inc., the City's current service provider, has submitted another one-year contract with the following modification:

2021 Monthly Rate	\$ 975.00
2022 Proposed Monthly Rate	\$1004.00

The above represents a 2.97% increase attributable to the change in the federal minimum wage.

I recommend the following:

Motion to approve a one-year contract with Morgan Building Maintenance, Inc. for cleaning services at City Hall at a rate of \$1004 per month as presented. This work will be paid for from line item 01-5-110-6010 (Repairs / Maintenance - Buildings).

Thank you.

attachment

CONTRACT

This agreement made and entered into as of January 1, 2022 between Belvidere City Hall (client) and MORGAN BUILDING MAINTENANCE INC. (Contractor) provides for the building maintenance services.

- I. LOCATION: This contract shall cover that portion of the building located at 401 Whitney Blvd Belvidere IL 61008.
- II. TERMS AND CONDITIONS: For a period of one year commencing January 1, 2022 and contractor agrees to perform the certain labor as listed in the Schedule of Services.
- III. PERFORMANCE AND CONTROL: The contractor shall furnish at his own cost and expense, all labor, services, materials, (except as indicated in the specifications) machinery and appliances which may be necessary or appropriate in the performance of this labor and work in a good workmanlike manner. This work shall be done and performed under the sole supervision, management, and control of MORGAN BUILDING MAINTENANCE, INC. as an independent contractor.
- IV. INSURANCE: The contractor agrees to maintain in force during the terms of this contract, insurance coverage in the following amounts and additional insurance as specified in the client's specifications. Certificate of insurance will be mailed or emailed to client if Morgan Building Maintenance is awarded the contract. Contractor shall add the City of Belvidere as an additional insured on contractor's CGL policy.

WORKMAN'S COMPENSATION	Statutory Limits
COMPREHENSIVE GENERAL LIABILITY	
BODILY INJURY & PERSONAL INJURY	PROPERTY DAMAGE
\$1,000,000.00 Each Occurrence	\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate	\$2,000,000.00 Aggregate

NOTE: \$10,000.00 Employee dishonest endorsement which is made a part of their package policy.

- V. TERMINATION: The client may cancel this contract for any reason, effective thirty (30) days after notice in writing is delivered to us at MORGAN BUILDING MAINTENANCE, INC., 1120 Allen Street, Belvidere, Illinois, 61008. In the event of total destruction of the premises to be serviced, this contract shall be automatically canceled and client will be billed only for the services to the date of destruction.

The contractor may cancel this contract at any time, effective thirty (30) days after delivery in writing to Belvidere City Hall 401 Whitney Blvd Belvidere IL 61008.

Client agrees not to employ, in any capacity whatever, any person who has been employed by contractor in the performance of the tasks hereunder until at least 120 days or six months have elapsed after termination of the agreement or of the employment with contractor, whichever occurs first.

- VI. CONSIDERATION: For the services rendered and mentioned, the client agrees to pay \$1,004.00 per month for services in 2022.
- VII. This will be due and payable thirty days from the date of the invoice for services rendered for that month.

VIII. DAYS NOT WORKED: It is understood the contractor will not provide cleaning services on days that the client will be closed per your holidays. The Contractor will clean on the days per week agreed upon and according to the schedule of services.

IX. ADDENDUM: Schedule of Services.

This contract is binding upon the heirs, administrators and assigns of both parties, and represents the understanding of both parties hereto. The services will be performed according to the list of scheduled services provided under this agreement.

Date: __Dec. 21, 2021

MORGAN BUILDING MAINTENANCE

Signed By Paul Lagiano

Title: _____ V.P. Sales _____

APPROVED AS TO CONTENT AND FORM, AND ACCEPTED:

Date: _____

Client: _____

Title: _____

Schedule of Services
For
Belvidere City Hall

	3 Days / Wk	1x/wk
All Office Areas, Entry Ways, & Halls		
Vacuum carpets *		x
Empty wastebaskets and replace liners	x	
Dust open areas of desks, tables, etc.		x
Spot clean entry glass & other interior glass *		x
Sweep halls, stairways, and entry ways *		x
Mop all Halls, stairways and entry ways *		x
Sweep and mop Lobby area *	x	
Restrooms		
Clean and disinfect urinals, toilets, sinks & counters.	x	
Clean mirrors	x	
Refill all dispensers	x	
Sweep floors	x	
Mop floors	x	
Empty wastebaskets & replace liners.	x	
Spot clean partition stalls if needed	x	
Spot clean walls around dispensers if needed	x	
Break Area		
Sweep floor	x	
Mop floor	x	
Clean tables and chairs	x	
Clean counter and sink	x	
Clean micro wave oven	x	
Empty wastebaskets & replace liners.	x	
Lounge inback of Break Area		
Sweep floor *		x
Mop floor *		x
Dust furniture *		x

Memo

To: Aldermen and City Clerk

From: Mayor Clinton Morris

cc: City Attorney

Date: December 22, 2021

Re: Appointment of John Wolf as Trustee to the Northern Illinois Land Bank

I am offering my re-appointment of John Wolf as the City of Belvidere trustee to the Northern Illinois Land Bank. Mr. Wolf has served well in that capacity since 2019. Pursuant to the Intergovernmental Agreement the appointment is made by the Mayor and Council by resolution.

RECOMMENDED MOTION: Motion to re-appoint John Wolf as the City of Belvidere trustee to the Northern Illinois Land Bank.

RESOLUTION #:
A RESOLUTION APPOINTING
JOHN WOLF AS A TRUSTEE TO
THE NORTHERN ILLINOIS LAND BANK AUTHORITY

WHEREAS, the Northern Illinois Land Bank Authority (the Land Bank) was created by intergovernmental agreement; and

WHEREAS, the City of Belvidere authorized the creation of the Land Bank and execution of the intergovernmental agreement by Resolution #2085-2018; and

WHEREAS, Section 5.01 of the intergovernmental agreement provides that "As a Member, the City of Belvidere's Mayor shall appoint by resolution of its governing body one (1) representatives to serve for a three-year term as Trustee of the Land Bank;" and

WHEREAS, John Wolf served as the initial City of Belvidere appointment as Trustee of the Land Bank which term is now expiring; and

WHEREAS, Mayor Clinton Morris desires to re-appoint Mr. John Wolf as Trustee of the Land Bank for an additional three (3) year term.

IT IS THEREFORE RESOLVED, by the Mayor and City Council of the City of Belvidere as follows:

- 1) The Corporate Authorities of the City of Belvidere hereby appoint Mr. John Wolf as the City of Belvidere's appointed trustee to the Northern Illinois Land Bank Authority.

Approved:

Mayor

Attest:

City Clerk

Ayes:

**CITY OF BELVIDERE
CITY ATTORNEY**

To: Mayor and City Council
From: Mike Drella
cc:
Date: January 4, 2022
Re: OSHA Mandate

As you know, the Federal OSHA has adopted a vaccinate or test and mask regulation that is applicable to all private employers of more than 100 employees. That regulation is the subject of litigation and was stayed for a period of time. The 6th Circuit Court of appeals has lifted that stay and as such the regulation is now enforceable with effective dates this month. The matter is before the US Supreme Court who has not yet ruled on the issue.

The State of Illinois is an OSHA plan state, meaning it enforces OSHA regulations and applies them to the public sector including the City of Belvidere. Illinois must adopt regulations at least as strict as the federal standards. This means that the OSHA vaccinate or test and mask regulations will effectively apply to the City of Belvidere beginning January 24, 2022.

The Federal OSHA requires all employers to adopt a workplace policy mandating that each employee become fully vaccinated. In the alternative, the regulation allows an employer not to require full vaccination if it then requires not fully vaccinated individuals to obtain COVID-19 tests weekly and to wear a mask while indoors at work (there are exceptions to the mask requirement when working from home or where no other person is in the workplace). The regulations also create record keeping requirements for the City including maintaining a record of those fully vaccinated etc.

The Federal OSHA has created a sample policy for use to comply with the Federal regulation. I contacted the Illinois OSHA and they confirmed that the Federal sample policy will meet the state requirements. Attached is a draft vaccinate or test and mask policy based heavily upon the Federal sample policy. I recommend adopting the attached policy in order to comply with the Illinois OSHA mandate. Failure to comply with the mandate can result in significant daily fines imposed by the Illinois OSHA. I further recommend providing that the policy will only be effective so long as the OSHA mandate is effective. In this manner, if the OSHA mandate is repealed, or held unenforceable by a court, the City's policy would automatically cease.

It is important to note that, while the City is required to adopt such a policy, it may be forced to negotiate the "impact" of that policy with the relevant unions. The scope of such discussions is uncertain but may include discussions on when testing may be accomplished (on or off duty) and who is required to provide the testing.

RECOMMENDED MOTION: Motion to adopt the City of Belvidere COVID-19 Vaccination, Testing and Face Covering Policy.

COVID-19 Vaccination, Testing and Face Covering Policy

I General:

As required by the State of Illinois, the City of Belvidere (the City) will support any employee in receiving a COVID-19 vaccination to protect themselves and other employees. However, should an employee choose not to be vaccinated, this policy's sections on testing and face coverings will apply. This policy complies with OSHA's Emergency Temporary Standard on Vaccination and Testing (29 CFR 1910.501).

The City and its employees shall comply with OSHA regulations relating to COVID-19 found at 29 CFR 1910, Subpart U as adopted by the State of Illinois.

II. Scope:

This COVID-19 Policy on vaccination, testing, and face covering use applies to all employees of the City of Belvidere, including all members of a collective bargaining unit, except for employees who do not report to a workplace where other individuals (such as coworkers or customers) are present; employees while working from home; and employees who work exclusively outdoors.

COVID-19 vaccine efficacy, safety and benefits: Each employee is encouraged to review "Key Things to Know About COVID-19 Vaccines" available at: <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/keythingstoknow.html>. Employees are specifically permitted to use workplace computers and devices for this purpose.

III. Vaccination Status:

All employees are encouraged to be fully vaccinated, if they so choose. Employees are considered fully vaccinated two weeks after completing primary vaccination with a COVID-19 vaccine with, if applicable, at least the minimum recommended interval between doses. For example, this includes two weeks after a second dose in a two-dose series, such as the Pfizer or Moderna vaccines, two weeks after a single-dose vaccine, such as Johnson & Johnson's vaccine, or two weeks after the second dose of any combination of two doses of different COVID-19 vaccines as part of one primary vaccination series. Employees who are not fully vaccinated are required to provide proof of weekly COVID-19 testing and wear a face covering at the workplace.

29 CFR 1910.501 requires the City to determine the vaccination status of all employees. Prior to February 9, 2022, all vaccinated employees shall provide proof of vaccination to the City Clerk.

Acceptable proof of vaccination status is:

1. The record of immunization from a health care provider or pharmacy;
2. A copy of the COVID-19 Vaccination Record Card;
3. A copy of medical records documenting the vaccination;
4. A copy of immunization records from a public health, state, or tribal immunization information system; or
5. A copy of any other official documentation that contains the type of vaccine administered, date(s) of administration, and the name of the health care professional(s) or clinic site(s) administering the vaccine(s).

Proof of vaccination generally should include the employee's name, the type of vaccine administered, the date(s) of administration, and the name of the health care professional(s) or clinic site(s) that administered the vaccine. In some cases, state immunization records may not include one or more of these data fields, such as clinic site; in those circumstances the City will still accept the state immunization record as acceptable proof of vaccination.

If an employee is unable to produce one of these acceptable forms of proof of vaccination, despite attempts to do so (e.g., by trying to contact the vaccine administrator or state health department), the employee can provide a signed and dated statement attesting to their vaccination status (fully vaccinated or partially vaccinated); attesting that they have lost and are otherwise unable to produce one of the other forms of acceptable proof; and including the following language:

“I declare (or certify, verify, or state) that this statement about my vaccination status is true and accurate. I understand that knowingly providing false information regarding my vaccination status on this form may subject me to criminal penalties.”

An employee who attests to their vaccination status in this way should to the best of their recollection, include in their attestation the type of vaccine administered, the date(s) of administration, and the name of the health care professional(s) or clinic site(s) administering the vaccine.

The City shall maintain each employee's vaccination status record in a separate medical file which shall be deemed confidential as set forth in §1910.501(e)(4).

As required by §1910.501(e)(4) the City Clerk will maintain a roster of each employee's vaccination status which will be kept confidential in accordance with §1910.501(e)(4).

Employees may request an exception from vaccination requirements (if applicable) if the vaccine is medically contraindicated for them or medical necessity requires a delay in vaccination. Employees also may be legally entitled to a reasonable accommodation if they cannot be vaccinated and/or wear a face covering (as otherwise required by this policy) because of a disability, or if the provisions in this policy for vaccination, and/or testing for COVID-19, and/or wearing a face covering conflict with a sincerely held religious belief, practice, or observance. Requests for exceptions and reasonable accommodations must be initiated by written request to the relevant Department Head who will forward the request to the City Clerk. All such requests will be handled in accordance with applicable laws and regulations.

IV. Procedures:

A. Overview and General Information

1. Vaccination

Any City employee that initially chooses to be vaccinated against COVID-19 must provide evidence of full vaccination as set forth in Section III no later than February 9, 2022. Any employee not fully vaccinated by February 9, 2022 will be subject to the regular testing and face covering requirements of this policy until such time as they provide evidence as described in Section III that they are fully vaccinated.

Employees will be considered fully vaccinated two weeks after receiving the requisite number of doses of a COVID-19 vaccine as stated above. An employee will be considered partially vaccinated if they have received only one dose of a two dose vaccine.

2. Testing and Face Coverings

All employees who are not fully vaccinated as of February 9, 2022 will be required to undergo regular COVID-19 testing and wear a face covering when in the workplace. Policies and procedures for testing and face coverings are described in the relevant sections of this policy.

3. Vaccinated Employees

All vaccinated employees are required to provide proof of COVID-19 vaccination, regardless of where they received vaccination as described in Section III above. A non vaccinated or partially vaccinated employee who becomes fully vaccinated after February 9, 2022 may provide evidence of full vaccination as described in Section III above. Thereafter, that employee will be treated as fully vaccinated.

B. Supporting COVID-19 Vaccination

An employee may take up to four hours of on shift time per dose to travel to the vaccination site, receive a vaccination, and return to work for each dose, including a booster if the employee chooses. If an employee spends less time getting the vaccine, only the necessary amount of duty time will be granted. Any additional time needed to obtain a vaccine dose due to long wait lines etc. may be granted at the supervisor's discretion, if reasonable, but will not be paid; in that situation, the employee can elect to use accrued leave, e.g., comprehensive time off or personal time, to cover the additional time. If an employee is vaccinated outside of their approved duty time they will not be compensated.

Employees may utilize a reasonable amount of sick leave immediately following each dose if they have side effects from the COVID-19 vaccination that prevent them from working.

Employees wishing to utilize on shift time to obtain a vaccine dose should notify their immediate supervisor. The supervisor shall grant the time requested unless it will cause an undue burden to shift operations at the requested time. In such an event, the supervisor and employee shall work to agree upon an alternative time at which the employee may obtain the vaccination.

C. Employee Notification of COVID-19 and Removal from the Workplace

1. Any employee who tests positive for COVID-19 or is diagnosed with COVID-19 by a licensed healthcare provider shall immediately notify their department head or his or her designee. The department head shall notify the City Clerk of the positive test result or diagnosis.
2. Such an employee shall immediately be removed from the workplace and shall not return to work until :
 - i) the employee receives a negative result on a COVID-19 nucleic acid amplification test (NAAT) following a positive result on a COVID-19 antigen test if the employee chooses to seek a NAAT test for confirmatory testing;
 - ii) meets the return to work criteria in the CDC's "Isolation Guidance"; or
 - iii) Receives a recommendation to return to work from a licensed healthcare provider.
3. An employee who is off of work due to a positive COVID-19 test or diagnosis shall be deemed on sick leave under the City's Personnel Manual or the relevant Collective Bargaining Agreement.

D. COVID-19 Testing for Those Not Fully Vaccinated:

- 1) Each such employee who reports for work at least once every 7 days to a City workplace where other individuals (employees or others) are present;
 - i. Must be tested for COVID-19 at least once every 7 days; and must provide documentation of the most recent COVID-19 test result to the relevant

- department head or his or her designee no later than the 7th day following the date on which the employee last provided a test result.
- ii. An employee who does not report during a period of 7 days or more to a workplace as set forth above must be tested with 7 days prior to returning to such a workplace and must provide documentation of the test results to the relevant department head or his or her designee.
- 2) In the event an unvaccinated employee is diagnosed with COVID-19 or tests positive for COVID-19 testing is excused from testing for ninety (90) days after the date of the positive test result or diagnosis.
 - 3) All test results will be forwarded in a sealed envelope, or other sealed container, to the City Clerk. The test results will be kept in a separate medical file for each employee and shall be kept confidential as set forth in §1910.501(e)(4).
 - 4) In order to facilitate testing, each department shall allow a reasonable time (but not more than thirty (30) minutes) for an employee to obtain a COVID-19 test during their work shift so long as the testing location is located within the 61008-zip code. Further, the City will use its best efforts to either obtain free COVID-19 tests or locate a free testing location within the 61008-zip code. However, in no event shall the City be obligated to pay for any COVID-19 test nor ensure that a COVID-19 test site is available within the 61008-zip code. In the event the City does not obtain COVID-19 tests or a COVID-19 test site is not located within the 61008-zip code, the unvaccinated employee shall be responsible for all testing in compliance with this Policy and 29 CFR 1910.501. In this event, the testing shall be done during non-work hours and shall not be compensated.
 - 5) If an employee fails to provide evidence of testing as set forth above, the employee shall not be permitted to work or to be present at a City workplace. Missed time due to a failure to comply with testing requirements shall be deemed an unexcused absence and shall not be compensated.
 - 6) Failure to comply with the testing requirements of this Policy and 29 CFR 1910.501 shall be subject to discipline, including suspension without pay. Repeated failures to comply with the testing requirements of this Policy and 29 CFR 1910.501 may result in discipline up to and including termination. In the event that an employee is a member of a collective bargaining unit, the discipline portions of the relevant collective bargaining agreement shall apply.

E. Face Coverings

All employees who are not fully vaccinated shall wear a face covering. Face coverings must: (i) completely cover the nose and mouth; (ii) be made with two or more layers of a breathable fabric that is tightly woven (i.e., fabrics that do not let light pass through when held up to a light source); (iii) be secured to the head with ties, ear loops, or elastic bands that go behind the head. If gaiters are worn, they should have two layers of fabric or be folded to make two layers; (iv) fit snugly over the nose, mouth, and chin with no large gaps on the outside of the face; and (v) be a solid piece of material without slits, exhalation valves, visible holes, punctures, or other openings. Acceptable face coverings include clear face coverings or cloth face coverings with a clear plastic panel that, despite the non-cloth material allowing light to pass through, otherwise meet these criteria and which may be used to facilitate communication with people who are deaf or hard-of-hearing or others who need to see a speaker's mouth or facial expressions to understand speech or sign language respectively.

Employees who are not fully vaccinated must wear face coverings over the nose and mouth when indoors and when occupying a vehicle with another person for work purposes.

The following are exceptions to the face coverings requirement:

1. When an employee is alone in a room with floor to ceiling walls and a closed door.
2. For a limited time, while an employee is eating or drinking at the workplace or for identification purposes in compliance with safety and security requirements.
3. When an employee is wearing a respirator or facemask.
4. Where the City has determined that the use of face coverings is infeasible or creates a greater hazard (e.g., when it is important to see the employee's mouth for reasons related to their job duties, when the work requires the use of the employee's uncovered mouth, or when the use of a face covering presents a risk of serious injury or death to the employee).

V. New Hires:

All new employees are required to comply with the vaccination, testing, and face covering requirements outlined in this policy as soon as practicable and as a condition of employment. Potential candidates for employment will be notified of the requirements of this policy prior to the start of employment.

VI. Confidentiality and Privacy:

All medical information collected from individuals, including vaccination information, test results, and any other information obtained as a result of testing, will be treated in accordance with applicable laws and policies on confidentiality and privacy.

VII. Discipline:

Violation of this Policy may be disciplined up to and including termination in accordance with the City of Belvidere Personnel Manual or the applicable collective bargaining agreement.

Please direct any initial questions regarding this policy to the relevant supervisor. They may forward the question or concern to the City Clerk or City Attorney.

