



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

| | | |
|----------------------------|----------------------|--|
| Alderman Clayton Stevens, | 1 st Ward | Public Works Vice Chairman |
| Alderman Tom Porter, | 1 st Ward | F&P Vice Chairman, City-County |
| Alderman Daniel Snow, | 2 nd Ward | BPZ Chairman, City-County Chairman |
| Alderman Michael Borowicz, | 2 nd Ward | Public Safety Vice Chairman, City-County |
| Alderman Wendy Frank, | 3 rd Ward | City-County Vice Co Chairman |
| Alderman Thomas Ratcliffe, | 3 rd Ward | F&P Chairman |
| Alderman Ronald Brooks, | 4 th Ward | Public Works Chairman |
| Alderman George Crawford, | 4 th Ward | Public Safety Chairman |
| Alderman Mark Sanderson, | 5 th Ward | BPZ Vice Chairman |
| Alderman Marsha Freeman, | 5 th Ward | City-County Coordinating Committee |

AGENDA

April 9, 2018

6:00 p.m.

**City Council Chambers
401 Whitney Boulevard
Belvidere, Illinois**

Call to Order: Mayor Chamberlain

Roll Call: Present: Absent:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Building, Planning & Zoning, Unfinished Business: None.
2. Building, Planning & Zoning, New Business: None.

3. Public Works, Unfinished Business: None.

4. Public Works, New Business:

(A) Habitat for Humanity 2018 Project.

(B) Intergovernmental Agreement for Painted Pavement Markings.

(C) Resolution for Maintenance under the Illinois Highway Code.

5. Other:

(A) Block Party Request – Bliss Street.

(B) Executive Session to discuss Collective Bargaining Matters pursuant to Section 2 (c) (2) – IUOE; IAFF and FOP.

6. Adjournment:

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 4/4/2018
Re: Habitat for Humanity Request

Attached is a request from the Habitat for Humanity for the Council's consideration to have the Water Department install sanitary sewer and water services from the main line to the property line for the new house they are proposing to construct at 315 Gilman Avenue. As has been done in the past, they are requesting waiving the water and sewer connection fees and meter fees in the amount of \$7,727.00.

The estimated direct expenses for installing both a sanitary sewer service stub and water service stub to the property line is \$720.00.

If the Council is willing to proceed with this project, I would recommend that the water and sewer connection fees and meter fees be waived and that Habitat for Humanity reimburse the City for direct expenses for the installation of a sanitary sewer service and water service to the property line of 315 Gilman Avenue.



**HABITAT FOR HUMANITY
OF BOONE COUNTY**

March 19, 2018

Mr. Brent Anderson
Public Works Director
City of Belvidere
401 Whitney Blvd
Belvidere, Illinois 61008

Re: Part of 631 East Locust Street, Belvidere, IL
(Northeasterly 120 Feet of Lot 2 in Block One (1) of William H. Gilman's Third
Addition to Belvidere)
Part of 05 25 332 005

Dear Mr. Anderson:

On behalf of Habitat for Humanity of Boone County, I appreciate the partnership we have shared with the City concerning homes being built in the community. This Spring, we expect to break ground on a single-family home on the above property. We are requesting that the City waive its water and sewer connection and building fees, including, specifically, to tie into service stubs to the property line. We understand that Habitat will be responsible for expenses directly incurred by the city (such as cost of materials) even if fee and service cost waivers are approved. The request is in keeping with the City's past practice to facilitate Habitat's charitable work for low-income families and to enable us to complete the project promptly, within budget. Please reference the project in 2017 at 320 Gilman Street, Belvidere, which is across the street from the above property.

We understand that this matter will be scheduled for consideration by the City Council. Please keep us informed concerning scheduled dates on which our input may be requested.

Thank you for your consideration and support. We look forward to working with you to complete another project within the City.

Cordially,

A handwritten signature in black ink, appearing to read "Henry Repay".

Henry Repay
Board Chairman
Henry@RepayLaw.com

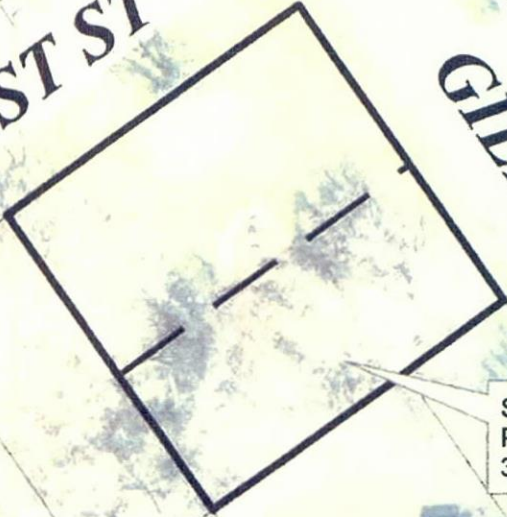
c: Ms. Kim Mickey, Executive Director, Habitat for Humanity of Boone County (By E-mail)

GILMAN AVE

E LOCUST ST

GILMAN AVE

E PLEASANT ST



South Part of
PIN: 05-25-332-005
315 Gilman Avenue



1 inch = 60 feet

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 4/3/2018
Re: Intergovernmental Agreement for Annual Painted Pavement Marking Program

Last year we joined forces with the City of Rockford and Village of Cherry Valley in a single contract for our annual painted pavement marking program. The result of combining our projects together was a nearly 50% reduction in unit prices over previous years' pricing. Attached to this memo is a copy of the Intergovernmental Agreement to continue this project for the next three years.

I would recommend approval of the three year Intergovernmental Agreement with the City of Rockford for our annual Painted Pavement Marking Program.

INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE CITY OF ROCKFORD AND
CITY OF BELVIDERE
FOR ANNUAL CITY-WIDE PAVEMENT MARKING (PAINT)

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (“Agreement”) is made as of the _____ day of _____, 2018, by and between the CITY OF ROCKFORD, (the “City of Rockford”), an Illinois municipal corporation, and the CITY OF BELVIDERE, (the “City of Belvidere”), and Illinois municipal corporation.

RECITALS

WHEREAS, the City of Rockford and the City of Belvidere are public agencies organized and enabled with certain authority under the laws of the State of Illinois, including the authority to enter into intergovernmental cooperation agreements pursuant to 5 ILCS 200/5 and Article VII, Section 10 of the Constitution of the State of Illinois, for the mutual assistance and well-being of the citizens therein and

WHEREAS, The City of Rockford and the City of Belvidere are willing to enter into this agreement to combine their annual City-Wide Pavement Markings (Paint), hereby known as (the “**Project**”) on the terms and conditions set forth herein; and

WHEREAS, combining contracts for the **Project** is for the mutual benefit of the City of Rockford and the City of Belvidere; and

WHEREAS, the City of Rockford and the City of Belvidere desire to cooperate in the planning and construction of the **Project**; and

WHEREAS, the City of Rockford and the City of Belvidere are contributing their own separate funds into the **Project**; and

WHEREAS, the City of Rockford and the City of Belvidere had previously cooperated in a pavement marking project in 2017 and were both satisfied with the results.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and with the foregoing recitals being incorporated herein and made a part hereof, the parties agree as follows:

SECTION 1

A. City of Rockford's Responsibilities

- i. The City of Rockford shall be the lead agency for the project throughout the City of Rockford and the City of Belvidere.
- ii. The City of Rockford shall complete, at its cost, all design engineering and planning for portions of roadway that are under the jurisdiction of the City of Rockford.
- iii. The City of Rockford shall provide the specifications and contract documents for the Project.
- iv. The City of Rockford shall advertise and award the Project in accordance with Illinois procurement laws.
- v. The City of Rockford will provide construction inspection services for work being done under the jurisdiction of the City of Rockford.
- vi. The City of Rockford will schedule construction for the Spring/Summer annually.
- vii. The City of Rockford will provide full payment to the successful contractor once the work has been completed to the satisfaction of both parties for their respective roadways.

B. City of Belvidere's Responsibilities

- i. The City of Belvidere shall be a secondary agency for the project throughout the City of Rockford and the City of Belvidere.
- ii. The City of Belvidere shall complete, at its cost, all design engineering and planning for portions of roadway that are under the jurisdiction of City of Belvidere.
- iii. The City of Belvidere will provide the City of Rockford with a list of proposed locations to be included in the Project prior to March 15 of any year within the term of the Agreement.
- iv. The City of Belvidere will provide construction inspection services for work being done under the jurisdiction of City of Belvidere.
- v. The City of Belvidere will schedule construction for the Spring/Summer annually.
- vi. The City of Belvidere will reimburse the City of Rockford with full payment upon completion by the successful contractor of City of Belvidere pay items specified within the contract.

SECTION 2

- A. **Remedies.** Upon violation of any of the terms of this Agreement that is not cured within 30 days of written notice thereof from one party to another, the aggrieved party or parties shall have all rights and remedies afforded to it under the law.
- B. **Term.** This Agreement shall be in effect on the date of execution by the Parties hereto, and continue through March 30, 2021. This Agreement shall be renewable for two successive one (1) year periods upon agreement of both parties.
- C. **Termination.** Either Party may terminate this Agreement without cause by providing the other Party with a 60 day written notice of its intent to terminate prior to March 30 of any year within the term of the Agreement.
- D. **Notices.** All notices, approvals, demands and other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this program, shall be deemed properly given if hand delivered or sent by United States mail, postage prepaid, to the following addresses:

AS TO THE CITY OF ROCKFORD: Director
Department of Public Works
City of Rockford
425 E. State Street
Rockford, IL 61104

WITH A COPY TO: Legal Director
City of Rockford
425 E. State Street
Rockford, IL 61104

AS TO THE CITY OF BELVIDERE: Director
Department of Public Works
City of Belvidere
401 Whitney Boulevard
Belvidere, IL 61008

- E. **Amendments.** This Agreement may be amended by written instruction executed by the parties hereto, acting therein by their duly authorized representatives.
- F. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof shall be deemed valid and enforced to the fullest extent permitted by law.

- G. Indemnification and Hold Harmless. To the fullest extent permitted by law, each party to this Agreement shall protect, indemnify, save, defend and hold harmless the other party, including its officers, officials, volunteers, employees and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney and paralegal fees, which the other party and for which its officers, officials, volunteers, employees and agents may become obligated by reason of any accident, bodily injury, death of person, or loss of or damage to tangible property, arising indirectly or directly in connection with or under, or as a result of this Agreement, but only to the extent caused in whole or in part by any negligent act or omission of the indemnifying party. The entity of the party providing the indemnification shall be allowed to raise on behalf of the other party any and all defenses statutory and/or common law to such claim or action which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq (1991).

- H. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

- I. Waiver. This waiver of any term or provision of this Agreement shall not constitute a waiver of any other term or provision of this Agreement, nor shall the right to require any enforcement of any term or provision of this Agreement be permanently waived, if a continuing breach of any such term or provision arises.

- J. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the main effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above first written.

CITY OF ROCKFORD

BY: _____
Mayor

ATTEST: _____
Legal Director

CITY OF BELVIDERE

BY: _____
Mayor

ATTEST: _____
City Clerk



Resolution for Maintenance Under the Illinois Highway Code



| | | |
|-------------------|-----------------|----------------|
| Resolution Number | Resolution Type | Section Number |
| 2071-2018 | Original | 18-00000-00-GM |

BE IT RESOLVED, by the Council of the City of Belvidere Illinois that there is hereby appropriated the sum of Six-hundred Fifty Thousand Dollars (\$650,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/18 to 12/31/18.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Belvidere shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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 City Clerk in and for said City of Belvidere in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council of Belvidere at a meeting held on _____ Date

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

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

City of Belvidere • Illinois

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

BLOCK PARTY REQUEST FORM Street Closure Required

Requested by: Carolina Villalobos
Address: 1508 Bliss St. Belvidere, IL
Date of Block Party: May 26, 2018
Time of Block Party: 3:00 pm
Estimated number of
Individuals participating: 150

Description of Planned Activities:

We celebrate my daughter's birth day and
my Birth-day, we going to have games
for the kids, piñatas and music

Barricades @ Nancy Lane + Indian Dancer Trail

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

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

Carolina Villalobos

Signature of Resident

847-275-3373

Phone Number of Resident

April 4, 2018

Date

Belvidere Ward Map



200ft 88.828 42.276 Degrees

FOR INFORMATION ONLY

WATER / SEWER RATE SURVEY FEBRUARY 2018

| MUNICIPALITY | WATER CHARGES (Monthly) | | | SEWER CHARGES (Monthly) | | | MONTHLY BILL | |
|--------------------|-------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|-----------------|-----------------|
| | RATE per 1,000 GALS | CUSTOMER CHARGE | CHARGE per 6,000 GALS | RATE per 1,000 GALS | CUSTOMER CHARGE | CHARGE per 6,000 GALS | | |
| 1 | Somonauk | \$ 6.76 | \$ 10.00 | \$ 50.56 | \$ 6.92 | \$ - | \$ 41.52 | \$ 92.08 |
| 2 | Marengo | \$ 3.00 | \$ 8.67 | \$ 26.67 | \$ 8.60 | \$ 5.83 | \$ 57.43 | \$ 84.10 |
| 3 | Kingston | \$ 5.72 | \$ 10.08 | \$ 44.40 | \$ 2.66 | \$ 22.61 | \$ 38.57 | \$ 82.97 |
| 4 | Rochelle | \$ 4.08 | \$ 10.45 | \$ 34.93 | \$ 6.44 | \$ 8.05 | \$ 46.69 | \$ 81.62 |
| 5 | Maple Park | \$ 5.64 | \$ 5.65 | \$ 39.49 | \$ 7.01 | \$ - | \$ 42.06 | \$ 81.55 |
| 6 | Richmond | \$ 4.69 | \$ 8.33 | \$ 36.47 | \$ 7.47 | \$ - | \$ 44.82 | \$ 81.29 |
| 7 | Hampshire | \$ 4.75 | \$ 5.00 | \$ 33.50 | \$ 5.93 | \$ 5.00 | \$ 40.58 | \$ 74.08 |
| 8 | Sycamore | \$ 4.46 | \$ 1.85 | \$ 28.61 | \$ 6.27 | \$ 2.35 | \$ 39.97 | \$ 68.58 |
| 9 | Algonquin | \$ 4.57 | \$ 5.00 | \$ 32.42 | \$ 5.03 | \$ 5.00 | \$ 35.18 | \$ 67.60 |
| 10 | Plano | \$ 4.05 | \$ 3.60 | \$ 27.90 | \$ 5.26 | \$ 7.31 | \$ 38.87 | \$ 66.77 |
| 11 | DeKalb | \$ 4.48 | \$ 5.75 | \$ 32.63 | \$ 4.67 | \$ 4.38 | \$ 32.40 | \$ 65.03 |
| 12 | Sandwich | \$ 3.02 | \$ 1.67 | \$ 19.79 | \$ 6.78 | \$ 1.67 | \$ 42.35 | \$ 62.14 |
| 13 | Cortland | \$ 4.00 | \$ 8.50 | \$ 32.50 | \$ - | \$ 27.50 | \$ 27.50 | \$ 60.00 |
| 14 | Genoa | \$ 3.05 | \$ 8.50 | \$ 26.80 | \$ 3.80 | \$ 9.50 | \$ 32.30 | \$ 59.10 |
| 15 | Shabbona | \$ 4.24 | \$ 1.29 | \$ 26.73 | \$ 5.32 | \$ - | \$ 31.92 | \$ 58.65 |
| 16 | Huntley | \$ 4.41 | \$ 0.38 | \$ 26.84 | \$ 5.02 | \$ - | \$ 30.12 | \$ 56.96 |
| 17 | Woodstock | \$ 1.81 | \$ 11.52 | \$ 22.38 | \$ 2.01 | \$ 13.86 | \$ 25.92 | \$ 48.30 |
| 18 | Cedarville | \$ 3.89 | \$ - | \$ 23.34 | \$ 2.92 | \$ 3.10 | \$ 20.62 | \$ 43.96 |
| 19 | Belvidere | \$ 2.09 | \$ 3.25 | \$ 15.79 | \$ 3.28 | \$ 3.25 | \$ 22.93 | \$ 38.72 |
| | | | | | \$ - | \$ - | \$ - | \$ - |
| OVERALL AVG | | \$ 4.14 | \$ 6.10 | \$ 30.91 | \$ 4.77 | \$ 5.97 | \$ 34.59 | \$ 65.50 |

Water & Sewer rates compiled by City of Genoa - February 2018

If we have calculated your rates incorrectly, please call us at 815-784-2327

or e-mail kwinker@genoa-il.com