



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Alderman Clayton Stevens	Vice Chairman Public Works
Alderman Tom Porter	Chairman Building, Planning & Zoning
Alderman Daniel Snow	Co-Chairman City-County
Alderman Michael Borowicz	Vice Chairman Finance and Personnel
Alderman Wendy Frank	Vice Co-Chairman City-County
Alderman Thomas Ratcliffe	Chairman Finance and Personnel
Alderman George Crawford	Chairman Public Safety
Alderman Mike McGee	Vice Chairman Building, Planning & Zoning
Alderman Marsha Freeman	Chairman Public Works
Alderman Ric Brereton	Vice Chairman Public Safety

AGENDA

July 22, 2019

6:00 p.m.

City Council Chambers

401 Whitney Boulevard, Belvidere, Illinois

Call to Order – Mayor Mike Chamberlain:

Roll Call: Present: Absent:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.
2. Public Safety, New Business:
 - (A) Police – SRO Agreement.
 - (B) Police – Replacement of K-9 Baks.
 - (C) Fire – Dive Gear.

3. Finance & Personnel, Unfinished Business: None.
4. Finance & Personnel, New Business:
 - (A) Insufficient Funds (NSF).
 - (B) Video Gaming Machines.
 - (C) Belvidere Cosmopolitan – donation to General Mills Park.
 - (D) Part – Time GIS Specialist.
5. Other:
 - (A) Erosion and Sediment Control Requirements.
 - (B) Acceptance of Public Improvements – Dixon Subdivision.
 - (C) Boone County Historical Museum Ice Cream Social – Street Closure.
 - (D) Buchanan Street Strolls – Street Closure.
6. Adjournment:

INTERGOVERNMENTAL AGREEMENT FOR
SCHOOL RESOURCE OFFICER BETWEEN
SCHOOL DISTRICT 100 AND THE CITY OF BELVIDERE

THIS AGREEMENT is entered into on this _____ day of _____, 2019 between the City of Belvidere (the City) and the Board of Education of the Belvidere Community Unit School District No. 100 (District 100), Boone County, Illinois (District 100), both located within Boone County, State of Illinois.

WHEREAS, Section 10 of Article 7 of 1970 Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) empower units of local government to contract among themselves to share services and exercise, combine, or transfer any powers not prohibited by law; and

WHEREAS, District 100 desires to have the services of a City police officer available at the Belvidere High School (the High School) and the Belvidere South Middle School (the Middle School). The High School and Middle School are jointly referred to herein as the Schools; and

WHEREAS, the City determines that it is in the City's best interest to provide said services to the Schools located within the corporate limits of the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the City and District 100 agree as follows:

1. RECITALS: The foregoing recitals are incorporated herein by this reference as if fully set forth.
2. SERVICES PROVIDED:
 - A. The City shall provide a School Resource Police Officer (the SRO) to District 100, to perform general police duties and to assist District 100 in the security of the Schools.
 - B. The City shall also assist District 100 with the overall security evaluation of the Schools.
3. SRO EMPLOYMENT:

The SRO is a City employee and shall be supervised and remain subject to the Police Department chain of command. All activities of the SRO shall be taken as a City employee and pursuant to applicable laws and the City Police Department's rules and regulations.

The Chief of Police, or his designee, shall coordinate the provision of SRO services with the principals of the Schools and/or the Superintendent of District 100.

It is essential that the City ensure that it is providing competent and professional services, not only to District 100, but to the entire community. As such, in the unlikely event that District 100 is in any way dissatisfied with the SRO assigned to District 100, or if District 100 feels that the assigned SRO has in any way acted in an improper manner, District 100 shall immediately notify the Chief of Police or his designee. District 100 shall not take any unilateral action with regard to the assigned SRO. The Chief of Police and District 100 shall coordinate an effective response and solution to District 100's concerns. In the event that District 100 and the Chief of Police conclude that an alternative SRO should be assigned, District 100 agrees and understands that it may take a period of time to train the new SRO and staff the position.

4. TIME OF PERFORMANCE:

The SRO shall be available for school purposes during school hours and at school sponsored events as follows:

- A. On all student attendance days from 8:00 a.m. to 3:30 p.m.
- B. At all other school sponsored functions as requested by the Schools' Principals: regularly scheduled home football games; home football playoff games; homecoming activities, within City boundaries; selected home boys or girls basketball or wrestling; IHSA contests hosted at the Schools; other school dances; senior activities – graduation; and other school functions as needed.
- C. City and District 100 agree that the SRO shall only be assigned to the Schools and events identified above which are located within the corporate limits of the City.
- D. City and District 100 agree that the City Police Department may withdraw the SRO as needed on an emergency basis to assist with emergencies within or outside of the City.

5. COMPENSATION:

- A. District 100 shall pay the City an annual sum for the services of the SRO. The Compensation shall equal 70% of the average City patrol officer's compensation package including, but not limited to, employer contributions for Worker's Compensation, pension plans and health insurance. For purposes of calculating the Compensation, the average patrol officer's salary shall be calculated utilizing the City's fiscal year.
- B. Payment of the Compensation amount shall be made in ten (10) equal monthly installments, on the 15th day of each month, commencing in August of each year and terminating in May.
- C. If the City provides an SRO on an overtime basis at school functions as required under Section IV or upon request by District 100, District 100 shall pay to the City the actual assigned officer's rate of overtime pay as determined by the CBA between the City and the Fraternal Order of Police then in effect, or such amount as the parties may agree to in writing.

6. SERVICES TO BE SUPPLEMENTAL:

The parties agree that the services provided by this Agreement are in addition to general police services provided by the City in the regular course of operating its Police Department.

7. MISCELLANEOUS:

- A. This Agreement embodies the entire agreement between the parties with respect to the provision of the SRO. No extension or amendment of this Agreement shall be made or claimed by any party to have any force or effect whatsoever, unless such extension or amendment shall be set forth in writing and signed by all the parties hereto.
- B. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- C. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- D. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflicts of law rules. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, such invalidation shall not render invalid any other provisions of this Agreement which can be given effect without the invalid provision.
- E. The parties agree that any action brought under or relating to this Agreement shall be brought in the 17th Judicial Circuit, Boone County, Illinois and the parties hereby submit to the jurisdiction of and venue in that Court.

8.. EFFECTIVE DATE:

This Agreement shall take effect on _____ and shall remain in effect for a period of three (3) years from that date. Either party may cancel this Agreement at any time prior to the expiration of the Agreement with sixty (60) days advance written notice of cancellation.

9.. NOTICE:

Any notice required or given under this Agreement shall be given in writing and shall either be hand delivered or delivered through the U.S. Mail, postage prepaid, to the recipient at its formal administrative office. Any notice sent to the City shall be addressed to the Mayor with copies to the Chief of Police and the City Attorney. Any notice to District 100 shall be addressed to the Superintendent of Schools with copy to the Principals of the Schools.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the City and District 100 have caused this Agreement to be executed.

CITY OF BELVIDERE

BELVIDERE COMMUNITY UNIT
SCHOOL DISTRICT NUMBER 100

By: _____
Mayor

By: _____
Its Board of Education President

Date: _____

Date: _____

Attest:

Attest:

By: _____
City Clerk

By: _____
Its Board of Education Secretary

Belvidere Police Department

Shane Woody - Chief of Police


Matthew Wallace - Deputy Chief, Investigations

Patrick Gardner - Deputy Chief, Patrol



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

TO: Mayor Chamberlain and City Council

FROM: Chief Shane Woody 

DATE: July 17, 2019

RE: Motion to Authorize Replacement of K-9 Baks

Pursuant to the recent signing of legislation to legalize recreational cannabis, our current K-9's can no longer be utilized in Illinois. Therefore, the Belvidere Police Department is requesting authorization to purchase another replacement K-9 from F.M. K9 at a cost of \$12,000 which includes the canine, six-week training and housing for the duration of the training.

As shown below, we have received the following donations for the purchase of a new K-9:

• Members Alliance Credit Union	\$2,000
• Gordon Neese - BMO Harris Bank	\$1,500
• Prairie Place Homeowners Association	\$1,000
• Montel Technologies, LLC	\$ 500
• Maggio Truck Center, Inc.	\$ 500
• Belvidere Officers Association	<u>\$7,000</u>
TOTAL	\$12,500

Motion: To authorize the replacement of K-9 Baks at a cost not to exceed \$12,000.00 from F.M. K9 (Faus-McHenry K9) in Berrien Center, MI, as per the attached Contract and Purchase Agreement, with monies coming from donations from Members Alliance Credit Union, Gordon Neese, Prairie Place Homeowners Association, Montel Technologies, Maggio Truck Center and the Belvidere Officers Association.

SW/sd

Attachment

F.M. K9

Contract and Purchase Agreement

Seller: F.M. K9

Address: 7563 Pokagon Road, Berrien Center, MI 49102

Phone: 574-326-6108 email: fmk9training@gmail.com

Federal Tax ID: 46-4467442

DUNS: 079343058

Michigan License:

Indiana License:

Purchaser Name: Belvidere Police Department

Address: 615 N. Main St. Belvidere IL. 61008

Phone:815-544-9626

Canine Warranty:

- Health guarantee: FM K9 will guarantee canines hips, back, spine and elbows from defect or issue, not related to work or training related injuries for two years from date of purchase.
- The trainability of the dog is guaranteed for one year from the date of purchase. The warranty will not cover poor training techniques used by purchaser/handler, including abuse or neglect.
- FM K9 offers a one-year satisfaction guarantee of canine from the date of purchase. If not satisfied, FM K9 will replace the canine at no additional cost to the purchaser, which includes the training.

Training Guarantee:

- When FM K9 completes initial training; the canine team (handler & canine) can return to FM K9 at anytime for remedial training, assistance with training at no additional cost for training.
- This does not cover housing. Housing is available for an additional fee. Price available upon request.

Payment Agreement:

- The purchaser agrees to pay FM K9 the total cost of canine and training on or before the completion of the training.
- Price of dual-purpose canine, when purchased with training: \$6,000.00
- Dual purpose, explosive & utility canine six-week training class: \$6,000.00
- 7 day a week housing included with price of training for duration of training class.
- Total pricing for canine and class \$12,000.00

Insurance Coverage:

- F.M. K9 is a fully insured business; a copy of our insurance is available upon request.

Purchaser:

Michael L McHenry - Owner FM K9

Date: 6/28/2019

Seller:

Printed name:

SHANE WOOLY, CHIEF

Date: 6/29/2019



Memo...

From:	Chief Hyser	Today's Date:	July 17, 2019
To:	Shauna Arco	Effective Date:	July 23, 2019
Subject:	Agenda Items for Public Safety Meeting		

The Belvidere Fire Department is seeking authorization to purchase an additional set of dive gear based on the following facts:

- MABAS Division 8 Water Rescue Team requires us to have certain gear to be able to dive with the team.
- We have 7 water rescue team members which includes 2 divers with a 3rd in training.
- We currently have one complete set of dive gear and one partial set.
- This purchase will provide additional safety by allowing a minimum of two divers in the water at one time.

This new gear will replicate our existing complete set. This will help keep the gear consistent; if there ever is an issue with a dive, we can easily swap parts at a scene and keep diving with minimal delay. Fortunately, the prospective 3rd diver is the same size and body type as the 2nd diver so the dive gear will be interchangeable between them.

The cost of this new dive equipment is \$4836.22 and will be split between the 2% Fund and the BFD. Each party will pay \$2,418.11. The city's portion will be charged to the equipment line item (01-5-220-6020). A copy of the quote is attached.

DJS Scuba Locker deals with our local MABAS departments. They have done a majority of our service work in the past and we feel they are our best option.

Chief Al Hyser

DJS SCUBA LOCKER, INC.
 9301 WEST OGDEN AVENUE
 BROOKFIELD, IL 60513
 USA
 (708) 442-4388

SALES PERSON: CINDY H
 QUOTE

Quote #7544
 02/12/19
 10:25AM
 INV A/R: \$17.72

DAN DRALL BELVIDERE FIRE DEPT #22116
 123 SOUTH STATE STREET
 , IL 61008
 USA (815) 262-7711
 FF2GYM@COMCAST.NET

PART NUMBER	DESCRIPTION	D	QTY	UNIT PRICE	T	EXT PRICE
BC 394184-L	AQUA LUNG PRO QDM HI-VIZ BCD - LARGE	R	1	\$475.00	N	\$475.00
	APEKS XTX50 1ST/2ND STAGE YOKE					
RG AP0332F-PSD	REGULATOR	R	1	\$375.00	N	\$375.00
GA AP0636IMP	APEKS ANALOG NAVCON	A	1	\$250.75	N	\$250.75
RG AP0361-F	XTX (XTX50) 1ST STAGE ONLY - YOKE	*	1	\$310.00	N	\$310.00
HO LP-40-Y	LOW PRESSURE OCTO HOSE YELLOW	D	1	\$27.80	N	\$27.80
GA RG2750	LARGE FACE PONY BOTTLE GAUGE	A	1	\$22.95	N	\$22.95
TK AL19YL	19cf XS SCUBA ALUMINUM TANK YELLOW	S	1	\$148.46	N	\$148.46
RH 17TEKNECK	OCTO NECKLACES	R	1	\$10.00	N	\$10.00
KN 1002716	SQUEEZE LOCK S/S, BLUNT, YELLOW - AQ	D	1	\$39.96	N	\$39.96
BO 1001681	5mm SIZE 10 EchoZip Ergo / AL	D	1	\$36.00	N	\$36.00
FI 214.2300.005-RG	REGULAR HOLLIS F-2 FINS	*	1	\$93.46	N	\$93.46
	5MM MEDIUM DEEP SEE THERMOCLINE/					
GL D38513	KEVLAR	*	1	\$44.00	N	\$44.00
GL D330136	3MM THERMOCLINE K GLOVES	*	1	\$42.00	N	\$42.00
TK SADDLE2018	PONY SADDLE	R	1	\$125.00	N	\$125.00
FD SW-A	OMNISWIVEL,2ND STAGE,AGA	G	1	\$66.49	N	\$66.49
FD 920010-000	VISOR W/ABV FITS GUARDIAN/BLACK AGA	S	1	\$134.10	N	\$134.10
HO MLP36-BK	36" MIFLEX REG HOSE -BK	D	1	\$36.80	N	\$36.80
FD 30582-51	RAIL HOLDER FOR AGA MASK	S	1	\$94.46	N	\$94.46
FD 32315-51	SLIDE MOUNT FOR RAIL HOLDER	S	1	\$121.50	N	\$121.50
FD 32316-51	DIVE LIGHT FOR AGA RAIL SYSTEM	S	1	\$67.50	N	\$67.50
	HAZMAT DRY SUIT WITH POLYTEX HOOD,					
DY 611983-L	CUFF RINGS, COMFORT BOOTS-L	*	1	\$2,299.00	N	\$2,299.00
KN KN25YEL	ALL PURPOSE SCISSORS-YELLOW	D	1	\$15.99	N	\$15.99

SUB-TOTAL \$4,836.22
 SALES TAX \$.00
 TOTAL DUE \$4,836.22
 TENDERED
 CHANGE \$-4,836.22

retail 5172.59

DJS SCUBA LOCKER, INC.
9301 WEST OGDEN AVENUE
BROOKFIELD, IL 60513
USA
(708) 442-4388

SALES PERSON: CINDY H
QUOTE

Quote #7544
02/12/19
10:25AM
INV A/R: \$17.72

DAN DRALL BELVIDERE FIRE DEPT #22116
123 SOUTH STATE STREET
, IL 61008
USA (815) 262-7711
FF2GYM@COMCAST.NET

THANK YOU! RETURNS ON A CREDIT CARD WILL BE CHARGED A 2% RETURN FEE. IN STORE CREDIT ON
ITEMS RETURNED OVER 30 DAYS.

SIGNATURE

THANK YOU.
IN-STORE CREDIT ON ALL RETURNS, EXCEPT ON USED EQUIPMENT OR UNFINISHED CLASSES.
www.djscuba.com

PAYMENT METHOD	NUMBER	EXP	AMOUNT	AUTH#
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DIVISION 1. - GENERALLY

Sec. 2-575. – Any payment of any amount to the City that is returned for “insufficient funds” (NSF) or is otherwise dishonored by the bank or other institution upon which it is drawn shall not be deemed received by the City until full payment is made and received by the City plus an insufficient funds charge of \$30.00. The City may require payment in the form of certified check, money order, credit card or other form of guaranteed funds. Until, the original sum plus the \$30.00 insufficient funds charge is received by the City, any amount due and owing shall not be deemed received and any permit, license or other entitlement, for which the amount was due, shall not be considered valid or issued.

Sec. 2-576. - Fiscal year.

The fiscal year of the city shall begin on May 1 of each year. The municipal year shall coincide with the fiscal year.

Memo

To: City Council
From: Mike Drella
CC:
Date: 07/18/2019
Re: Video Gaming

On June 28, 2019, Governor Pritzker signed the Illinois Gaming Act (PA 101-0031). Section 35-60 of the Illinois Gaming Act amended the Video Gaming Act to, among other things, allow local video gaming establishments to increase the number of video gaming terminals from 5 to 6 terminals.

The Current City of Belvidere Municipal Code only allows a permitted establishment to maintain 5 video gaming terminals. The Council may, by ordinance, increase that limit of 5 to 6 video gaming terminals to match the new state law.



79-7185/2759

2363

Belvidere Cosmopolitan Charities Inc
P.O. Box 611
Belvidere, IL 61008



Date 7/14/19

Pay to the order of City of Belvidere — \$ 2800.00
Twenty-eight hundred and 10/100 dollars

Security Features
retained
Outside the Back

Blackhawk
Bank

www.blackhawkbank.com

for Gen Mills Pavilion Golf Course

MP

⑆ 27597 1854 ⑆ 10003 1328 ⑆ 2363

July 22, 2019

To: City of Belvidere Alderman

From: Mayor Chamberlain
Becky Tobin

Re: Part-Time GIS Specialist

The City of Belvidere has had an agreement with Boone County for GIS services since December 2008 when the County created the GIS Department and split it from the Planning Department. The City has been paying ½ of the GIS Coordinator Salary and health insurance as well as ½ of mission critical hardware and software that is needed to operate the GIS efficiently.

Grant Anderson has held the position of GIS Coordinator for the last 8 years and he has done a great job for the City in this role. He is leaving his position with the County on August 2, 2019 to take over his family farming operation however he would be willing to stay on part-time with the City and continue to manage the GIS database. This position would be an hourly position and the hours would fluctuate based on the GIS workload and Grant's farming obligations. He is confident he will be able to provide all the necessary services to the City as a part-time employee. Grant will work, on average, 20 hours per week at a wage of \$26.00 per hour. The majority of this expense is already budgeted in the General Fund however, the Sewer fund will pay any costs that are over and above what is budgeted in the General Fund.

The City will need to revise the GIS agreement with the County so that the City is no longer responsible for paying ½ of the GIS Coordinator salary and health insurance. It is still advantageous to the City to continue to split the ArcGIS Server Software license with the County and any other equipment or software that would reduce costs for each entity but still allow us to function efficiently. At this time the County has not yet replaced the GIS Coordinator position.

Motion to direct staff to seek an amendment to the Intergovernmental Agreement with Boone County.

Motion to authorize hiring a Part-Time GIS Specialist for the City of Belvidere at a rate of \$26.00 per hour.

GIS SPECIALIST

The GIS Specialist's work duties:

1. GIS database administration and management
2. Maintain GIS Server and ArcGIS online account including but not limited to:
 - a. Publishing data from the GIS database to ArcServer for hosting capabilities
 - b. Maintain and create online maps for public and City of Belvidere departments
 - c. Performs troubleshooting and software updates for ESRI products
 - d. Maintains online maps for City of Belvidere and Belvidere Public Works
3. Fulfills public requests for data, property information and printed maps
4. Troubleshooting basic computer and software problems
5. Maintains GIS related licensing and software maintenance
6. Assists City Departments with various GIS related projects, support and training
7. Create and maintain python/SQL scripts and database connections for GIS related uses
8. Maintains City of Belvidere Public Work's Database (Trimble, GPS Pathfinder Office)

Requirements:

Work Experience: 3-5 years of experience in a similar work environment

Education:

BS/BA in Geography, GIS or related field

Skills and Experience:

Extensive experience with ESRI products: ArcMap(10.0 & +), ArcServer, ArcGIS Online ArcPro

Database Administration and Management

Working knowledge of Python, Model builder and SQL

Server Management

Advanced organization, planning and problem solving skills

Proficient in Microsoft Office

Strong communication skills; ability to work with others, as instructed or independently

Strong cartographic design skills

Familiar with Trimble/GPS Pathfinder Office

Sec. 151.45. - Erosion and sediment control requirements.

The following abbreviations or acronyms will be used in this section: The City of Belvidere will henceforth be the city; the Belvidere Department of Public Works will be BDPW; the Belvidere Building Department will be BBD; and the Boone County Soil and Water Conservation District will be BCSWCD. The BCSWCD assists the City with the review of all Erosion and Sediment Control Plans and the inspection of all development which is subject to this Section. The applicant or property owner is solely responsible for paying any and all fees required by the BCSWCD for the review of Erosion and Sediment Control Plans and all inspections.

Handbooks adopted by reference. The standards and specifications contained in the latest editions of the "Illinois Urban Manual - A Technical Manual for Urban Ecosystem Protection and Enhancement" and the "Procedures and Standards for Urban Soil Erosion and Sedimentation Control," commonly known as the green book, are hereby incorporated into this section and made a part hereof by reference for the purpose of delineating procedures and methods of operation under site development and erosion and sediment control plans.

- (a) *Objective.* It is the objective of this section to control soil erosion and sediment caused by development activities, including clearing, grading, striping, excavating, and filling of land in the city. Measures taken to control soil erosion and offsite sediment runoff shall be adequate to assure that sediment is not transported from the site by a storm event of ten-year frequency or less. The following principles shall apply to all regulated development activities within the city, including but not limited to any development or construction that does not otherwise implicate the City's Subdivision Control Ordinance, and to the preparation of the submissions required of this section:
- (1) Plan the development to fit the particular topography, soils, drainage patterns, and natural vegetation of the site.
 - (2) Preserve and protect areas of natural vegetation on the site.
 - (3) Take special precautions to prevent damages which could result from development activity adjacent to watercourses, lakes, and wetlands.
 - (4) Minimize the extent and duration of the area exposed at one time.
 - (5) Apply temporary erosion control practices as soon as possible to stabilize exposed soils and prevent on-site damage.
 - (6) Install sediment basins or traps, filter barriers, diversions, and perimeter control prior to site clearing and grading to protect disturbed areas from off-site and on-site runoff, and to prevent sediment damage to areas located downslope of the development site.
 - (7) Keep runoff velocities low and provide for retention of runoff on the site.
 - (8) Provide measures to prevent sediment from being tracked onto public or private roadways.
 - (9) Implement final grading and install permanent vegetation on disturbed areas as soon as possible.
 - (10) Implement through inspection, maintenance and follow-up program.
- (b) *Site development.* Except as otherwise provided in this section, no person shall commence or perform any clearing, grading, stripping, excavating, or filling of land which meets the following provisions without having first obtaining approval for a complete set of construction plans, including a detailed erosion and sediment control plan from the BDPW and BCSWCD.
- (1) Any land disturbing activity (i.e. clearing, grading, stripping, excavation, fill or any combination thereof) that will affect an area in excess of one acre.
 - (2) Any land disturbing activity that will affect an area in excess of 500 square feet if the activity is within 100 feet of a lake, pond, stream, or wetland; or
 - (3) Excavation, fill, or any combination thereof that will exceed 100 cubic yards.

(4) The BPWD and/or the BBD, in consultation with the BCSWCD, reserves the right to require any non-agricultural, construction development activity, regardless of disturbed area or type of activity, to comply with this section if it is determined to be the cause of or a contributor to an existing or potential erosion, sediment, or stormwater impact.

a. Erosion and sediment control planning for individual home sites may utilize an erosion and sediment control planning "kit" provided by the BCSWCD.

(5) Exceptions:

a. Agricultural use of land, including the implementation of conservation measures included in a farm conservation plan approved by the Boone County Soil and Water Conservation District (BCSWCD), and including the construction of agricultural structures;

b. Installation, renovation, or replacement of a septic system to serve an existing dwelling or structure.

(c) *Application for approval of an erosion and sediment control plan.* An application for approval of an erosion and sediment control plan shall be made by the owner of the property, or his/her authorized agent to the BDPW and the BCSWCD. Each application, shall be accompanied by the fee charged by the BCSWCD and shall bear the name(s) and address(es) of the owner or developer of the site and of any consulting firm retained by the applicant together with the name of the applicant's principal contact at such firm, and shall be accompanied by a filing fee as indicated in the fee schedule on file at the BPWD. Each application shall require the signature of a licensed professional engineer as an assurance that the development will take place in accordance with the approved plans. Each application shall include certification that any land clearing, construction, or development involving the movement of earth shall be in accordance with the plans approved upon issuance of the permit. The City may deny approval of any Erosion and Sediment Control Plan, or any other permit or approval, until such time as all fees due and owing the BCSWCD or the City are paid in full.

(1) *Submissions:* Each application for an approved erosion and sediment control plan shall be accompanied by the following information:

a. Name and address of applicant, common address and legal description of the site where the development will take place, mailing address of property owner and the signature of the applicant or the applicant's agent.

b. A vicinity map in sufficient detail to enable easy location in the field of the site for which the plan approval is sought, and including the boundary line and approximate acreage of the site, and a legend and scale. The legend shall describe or explain any and all map symbols, abbreviations, or acronyms used on the map.

The BPWD or BBD, in consultation with the BCSWCD, may waive specific requirements for the content of submissions upon finding that the information submitted is sufficient to show that the work will comply with the objectives and principles of this section.

c. A development plan of the site showing:

1. Existing topography of the site and adjacent land within approximately 300 feet of the boundaries, drawn at no greater than two-foot contour intervals and clearly portraying the conformation and drainage pattern of the area. All topographic information drawn or shown on any map shall represent elevations acquired from site specific survey work, not a reproduction of United States Geological Survey topographic maps or similar product. The scale of such maps shall not exceed one inch of map distance equaling 100 feet of ground distance. All elevations shall be referenced to North American Vertical Datum (NAVD) 1988 adjusted.

2. The location of existing buildings, structures, utilities, streams, lakes, floodplains, wetlands, and depressions, drainage facilities, vegetative cover, paved areas and other significant natural or man-made features on the site and adjacent land within 300 feet of the boundary.

3. A general description of the predominant soil types on the site, their location, and their limitations for the proposed use. Such data shall be taken from the USDA Soil Survey of Boone County and/or the criteria established by local ordinance. The applicant may utilize a Natural Resource Information (NRI) report prepared by the Boone County Soil and Water Conservation District (BCSWCD) for this information.
 4. Proposed use of the site, including present development and planned utilization; areas of clearing, stripping, grading, excavation, and filling; proposed contours, finished grades, and street profiles; provisions for storm drainage, including storm sewers, swales, detention basins, and any other measures to control the rate of runoff, with a drainage area map indications of flow directions, and computations; kinds and locations of utilities; and areas and acreage proposed to be paved, covered, sodded or seeded, vegetatively stabilized, or left undisturbed. Any map used to portray this information shall be prepared at the same scale as the topographic map referenced above.
- d. An erosion and sediment control plan, including a narrative, shall be submitted showing all measures necessary to meet the objectives of this section throughout all phases of construction. The development of a soil erosion and sediment control plan shall follow the requirements of this section and the procedures in the latest edition of the "Illinois Procedures and Standards for Urban Soil Erosion and Sediment Control" (commonly known as the green book), which is hereby incorporated into this section by reference. The BDPW, in consultation with the BCSWCD, may waive specific requirements for the content of submissions upon finding that the information submitted is sufficient to show that the work will comply with the objectives and principles of this section. Permanent erosion and sediment control features needed at the completion of any development site shall be included in the submittal. The submitted erosion and sediment control plan shall include:
1. Location and description, including standard details, of all sediment control measures and design specifics of sediment basins and traps, including outlet details.
 2. Location and description of all soil stabilization and erosion control measures, including seeding mixtures and rates, types of sod, method of seedbed preparation (type and extent of tillage, weed control, planting equipment, etc.), expected seeding dates, type, method and rate of lime and fertilizer application (soil fertility testing required), kind and quantity of mulching for both temporary and permanent vegetative control measures, and types of nonvegetative stabilization measures.
 3. Location and description of all runoff control measures, including diversions, waterways, and outlets.
 4. Location and description of methods to prevent tracking of sediment offsite, including construction entrance details, as appropriate.
 5. Description of dust and traffic control measures.
 6. Locations of stockpiles and description of stabilization methods.
 7. Description of offsite fill or borrow volumes, locations, and methods of stabilization.
 8. Provisions for maintenance of control measures, including type and frequency of maintenance, easements, and estimates of the cost of maintenance.
 9. Identification (name, address, and telephone) of the person(s) or entity which will have legal responsibility for maintenance of erosion control structures and measures during development and after development is completed.
- e. The proposed phasing of development of the site, shall include stripping and clearing, rough grading, and construction, and final grading and landscaping. Phasing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, and the sequence of installation of temporary sediment control measures (including perimeter controls), clearing and grading, installation of storm drainage, paving

streets and parking areas, final grading and the establishment of permanent vegetative cover, and the removal of temporary measures. It shall be the responsibility of the applicant to notify the city's public works department and/or their authorized review agent of any changes which occur in the site development schedule after the initial erosion and sediment control plan has been approved.

- (d) *Bonds.* The applicant is required to file with the city a performance bond, letter of credit, or other improvement security satisfactory to the city's attorney in an amount deemed sufficient by the BDPW to cover all costs of improvements, landscaping, maintenance of improvements and landscaping, and soil erosion and sediment control measures for such period as specified by the city, and engineering and inspection costs to cover the cost of failure or repair of improvements installed on the site.
- (e) *Review and approval.* Each application for an approved erosion and sediment control plan shall be reviewed and acted upon according to the following procedures:
 - (1) As a condition of this section the BDPW shall require the applicant or designated agent to consult with the BCSWCD on soil erosion and sediment control plans. The applicant shall submit all required items to the district the same day that the application is made to BDPW together with the fees required by the BCSWCD.

The BCSWCD shall:

- a. Review the applicants soil erosion and sediment control plans and provide written evaluation to the BDPW regarding the adequacy (effectiveness) to address the provisions of this section. The BCSWCD shall retain the services of a certified professional in erosion and sediment control (CPESC) to perform the services outlined in this section. The BCSWCD may assess a fee to be paid by the applicant for performing these services.
 - b. Attend a preconstruction meeting with the applicant or designated agent to review implementation of erosion and sediment control plans.
 - c. Conduct on-site inspections during the active construction phases of land development projects to determine whether site development is in compliance with the approved erosion and sediment control plans, and determine adjustments needed to the approved plans. After construction has been completed, determine whether permanent site stabilization has been achieved and identify operation and maintenance needs.
 - d. Prepare correspondence as needed regarding the effectiveness (or corrective measures needed) or adequacy of soil erosion and sediment control measures.
 - e. Consult with land developers, consultants, and contractors concerning the design criteria, installation and maintenance procedures and other information regarding conservation practices recommended under the provisions of this section.
- (2) The BDPW shall:
 - a. After review of the application and required submissions if it is found to be in conformance with the provisions of this section, approve the erosion and sediment control plan.
 - b. Approve the erosion and sediment control plan subject to such reasonable conditions as may be necessary to secure substantially the objectives of this section, and issue the approval subject to these conditions; or
 - c. Disapprove the erosion and sediment control plan, indicating the deficiencies and the procedure for submitting a revised application and/or submission.
 - (3) No approval for an erosion and sediment control plan shall be issued for an intended development site unless one or more of the following have been obtained:
 - a. The development, including but not limited to subdivisions and planned unit development, has been approved by the city where applicable; or

- b. Such permit is accompanied by or combined with a valid building permit issued by the city building inspector; or
 - c. The proposed earth moving is coordinated with any overall development program previously approved by the city for the area in which the site is situated; and
 - d. All relevant federal and state permits including, but not limited to: NPDES, 404, 401, NRI's, etc.) have been received for the portion of the site subject to soil disturbance;
 - e. Expiration of permit/appeals process.
- (f) *Design and operation standards and requirements.*
- (1) All clearing, grading, stripping, excavating, and filling which is subject to the approval requirements of this section shall be subject to the applicable standards and requirements set forth and/or referenced in this section.
 - (2) Responsibility. The permittee shall not be relieved of responsibility for damage to persons or property otherwise imposed by law, and the city or its officers or agents, including the directors and staff of the BCSWCD will not be made liable for such damage, by:
 - a. The issuance of a permit under this section;
 - b. Compliance with the provisions of that permit or with conditions attached to it by the city;
 - c. Failure of the city officials to observe or recognize hazardous or unsightly conditions;
 - d. Failure of the city officials to recommend denial of or to deny a permit; or
 - e. Exemptions from the permit requirements of this section.
 - (3) Site design requirements. Practice standards and specifications for measures outlined in the soil erosion and sediment control plan shall follow criteria in the latest edition of the "Illinois Urban Manual: A Technical Manual Designed for Urban Ecosystem Protection and Enhancement", which is hereby incorporated into this section by reference.

The BDPW, in consultation with the BCSWCD, may waive specific requirements upon finding that the objectives and principles of this section have been met.

Onsite sediment control measures, as specified by the following criteria, shall be constructed and functional prior to initiating clearing, grading, stripping, excavating or fill activities on the site.

- a. For disturbed areas draining less than one acre, filter barriers (including filter fences (heavy duty fabric only) or equivalent control measures shall be constructed to control all offsite runoff as specified in the referenced handbooks. Vegetated filter strips, with a minimum width of 35 feet, may be used as an alternative only where runoff is expected to be sheet flow (vegetated filter strips must be established prior to land disturbing activities).
- b. Filter barriers are appropriate sediment control measures for small drainage areas where concentrated flow is not present or expected.
- c. For disturbed areas draining more than one but less than five acres, a sediment trap or equivalent control measure shall be constructed at the downslope point(s) of the disturbed area(s). Sediment barriers such as silt fences are ineffective and unreliable in such situations. In particular, they are subject to undercutting and blowout due to high water velocities.
- d. For disturbed areas draining more than five acres, a sediment basin or equivalent control measure shall be constructed at the downslope point(s) of the disturbed area(s).
- e. Sediment basins and sediment traps designs shall provide for both detention storage and sediment storage. The detention storage shall be composed of equal volumes of "wet" detention storage and "dry" detention storage and each shall be sized for 25-year, 24-hour

runoff from the site under maximum runoff conditions during construction. The release rate of the basin shall be that rate required to achieve minimum detention times of at least ten hours. The elevation of the outlet structure shall be placed such that it only drains the dry detention storage.

- f. The sediment storage shall be sized to store the estimated sediment load generated from the site over the duration of the construction period with a minimum storage equivalent to the volume of sediment generated in one year. For construction periods exceeding one year, the one-year sediment load and a sediment removal schedule may be substituted.
- (4) Stormwater conveyance channels, including ditches, swales, and diversions, and the outlets of all channels and pipes shall be designed to withstand the expected flow velocity from the 100-year frequency storm without erosion. All constructed or modified channels shall be stabilized within 48 hours, consistent with the following standards:
 - a. For grades up to four percent, seeding in combination with mulch, erosion blanket, or an equivalent control measure shall be applied. Sod or erosion blanket or mat shall be applied to the bottom of the channel.
 - b. For grades of four to eight percent, sod or an equivalent control measure shall be applied in the channel.
 - c. For grades greater than eight percent, rock, riprap, or an equivalent control measure shall be applied, or the grade shall be effectively reduced using drop structures.
 - (5) Disturbed areas shall be stabilized with temporary or permanent measures within ten days following the end of active disturbance, or redisturbance, consistent with the following criteria:
 - a. Temporary or permanent stabilization measures shall include seeding, mulching, sodding, and/or non-vegetative measures.
 - b. Areas having slopes greater than 12 percent shall be stabilized with sod, mat or blanket in combination with seeding. The use of any stabilization mat, blanket, or sod shall require the implementation of approved standards and specifications for installation procedures.
 - c. Whenever channel relocation is necessary, the new channel shall be constructed in the dry and be fully stabilized before flow is diverted.
 - (6) Storm sewer inlets and culverts shall be protected by sediment traps or filter barriers meeting accepted design standards and specifications.
 - (7) Soil storage piles containing more than ten cubic yards of material shall not be located with a downslope drainage length of less than 25 feet to a roadway or drainage channel. Filter barriers, including silt fence, or equivalent, shall be installed immediately around the perimeter of the soil storage pile(s).
 - (8) If dewatering devices are used, discharge locations shall be protected from erosion. All pumped discharges including discharge water from basement sump pumps, shall be routed through appropriately designed sediment traps or basins or equivalent.
 - (9) Each site shall have graveled (or equivalent) entrance roads, access drives, and parking areas of sufficient length and width to prevent sediment from being tracked onto public or private roadways. Any sediment reaching a public or private roadway shall be removed by shoveling or street cleaning (not flushing with water) before the end of each workday and transported to a controlled sediment disposal area.
 - (10) All temporary and permanent erosion and sediment control practices shall be maintained and repaired as needed to assure effective performance of their intended function.
 - (11) All temporary erosion and sediment control measures shall be disposed of within 30 days of final site stabilization is achieved with permanent soil stabilization measures. Trapped sediment and other disturbed soils resulting from the disposition of temporary measures shall be permanently stabilized to prevent further erosion and sedimentation.

- (g) *Maintenance of control measures.* All soil erosion and sediment control measures installed to meet the requirements of this section shall be maintained by the applicant or subsequent land owner during the period of land disturbance and development of the site in a satisfactory manner to ensure adequate performance. The applicant or the contractor responsible for maintaining the erosion and sediment control practices shall inspect all such practices at least once every seven days or immediately following a precipitation event equal to or exceeding ½ inch of rainfall in a 24-hour period of time.
- (h) *Inspections.* The BCSWCD shall make inspections as hereinafter required and shall either approve that portion of the work completed or shall notify the permittee wherein the work fails to comply with the site development or erosion and sediment control plan as approved. Plans for grading, stripping, excavating, and filling work bearing the stamp of approval of the city and BCSWCD shall be maintained at the site during progress of the work. In order to obtain inspections and to ensure compliance with the approved erosion and sediment control plan, the grading or building permit, and this section, the permittee shall notify the city and the BCSWCD within two (2) working days of the completion of the construction stages specified below:
- (1) Upon completion of installation of sediment and runoff control measures (including perimeter controls and diversions), prior to proceeding with any other earth disturbance or grading;
 - (2) After stripping and clearing;
 - (3) After rough grading;
 - (4) After final grading;
 - (5) After seeding and landscaping deadlines; and
 - (6) After final stabilization and landscaping, prior to the removal of temporary sediment controls.

If stripping, clearing, grading, and/or landscaping are to be done in phases or areas, the permittee shall give notice and request inspection at the completion of each of the above work stages in each phase or area. If an inspection is not made and notification of the results given within five working days after notice is received by the city from the permittee, the permittee may continue work at his/her own risk, without presuming acceptance by the city. Notification of the results of the inspection shall be given in writing at the site. A duplicate copy shall be kept by the enforcing agency and/or the BCSWCD.

- (i) *Special precautions.*
- (1) If at any stage of the grading of any development site the city determines by inspection that the nature of the site is such that further work authorized by an existing permit is likely to imperil any property, public way, stream, lake, wetland, or drainage structure, the city may require, as a condition of allowing the work to be done, that such reasonable special precautions to be taken as are considered advisable to avoid the likelihood of such peril. "Special precautions" may include, but are not limited to, a more level exposed slope, construction of additional drainage facilities, berms, terracing, compaction, or cribbing, installation of plant materials for erosion control, and recommendations of a registered soils engineer, certified professional erosion and sediment control specialist, or licensed professional geologist which may be made requirements for further work.
 - (2) Where it appears that storm damage may result because the grading on any development site is not complete, work may be stopped and the permittee required to install temporary structures or take such other measures as may be required to protect adjoining property or the public safety. On large developments or where unusual site conditions prevail, the city may specify the time of starting grading or completion of, or may require that the operations be conducted in specific stages so as to insure completion of protective measures or devices prior to the advent of seasonal rains.
- (j) *Amendments of plans.* Major amendments of the site development or erosion and sediment control plans shall be submitted to the BDPW and BCSWCD and shall be processed and approved or

disapproved in the same manner as the original plans. Field modifications of a minor nature may be authorized by the BCSWCD by written authorization to the permittee.

(k) *Enforcement.*

(1) Stop-work order. In the event any person holding an approved erosion and sediment control plan pursuant to this section violates the terms of such approval, or carries on site development in such a manner as to materially, adversely affect health, welfare, or safety of persons residing or working in the neighborhood of the development site or so as to be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, the BPWD or BBD may suspend or revoke approved construction activity including, but not limited to: building permits, grading activity, road construction, or other construction related activities until such time that the approved erosion and sediment control plan is satisfactorily implemented and/or maintained.

(2) Enforcement of violations of an approved plan shall be by a written stop-work order issued by the BDPW or the BBD and delivered to the permittee or his/her agent or the person performing the work. The stop-work order shall be effective immediately, shall state the specific violations cited, and shall state the conditions under which work may be resumed. Failure to follow an approved erosion and sediment control plan may be just cause to permanently suspend or revoked authorized construction activity or building permit until a hearing is held by the city's public works committee. Written notice of such hearing shall be served on the permittee, either personally or by registered mail at least five days prior to the date set for the hearing, and shall state:

a. The grounds for complaint or reasons for suspension or revocation, in clear and concise language; and

b. The time when and place where such hearing will be held.

At such hearing, the permittee shall be given an opportunity to be heard and may call witnesses and present evidence on his or her behalf. At the conclusion of the hearing the public works committee shall determine whether the approved plan shall be suspended or revoked.

(3) *Violations and penalties.* No person shall construct, enlarge, alter, repair, or maintain any grading, excavation or fill, or cause the same to be done, contrary to or in violation of any terms of this section. Any person violating any of the provisions of this section shall be deemed guilty of a misdemeanor, and each day during which any violation of any of the provisions of this section is committed, continued, or permitted shall constitute a separate offense. Upon any such violation, such person, partnership, corporation or other entity shall be punished by a fine of not less than \$250.00 for each offense. Each day that a violation continues will be deemed a separate offense. In addition to any other penalty authorized by this section, any person, partnership, corporation or other entity convicted of violating any of the provisions of this section shall be required to restore the site to the condition existing prior to the commission of the violation, or to bear the expense of such restoration.

(Code 1982, § 151.45; Ord. No. 788F, § 1, 5-17-93; Ord. No. 273G, § 1, 1-4-99; Ord. No. 967G, §§ 2, 3, 6-16-08; Ord. No. 1H, § 1, 1-5-09)

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 7/15/2019
Re: Certificate of Satisfactory Completion – Dixon Subdivision

In accordance with Section 151.61(B) of the City's Subdivision Control Ordinance, I do hereby certify that the public improvements for the Dixon Subdivision have been completed and the improvement have been inspected and approved by this department.

I would recommend that the City Council approve a resolution accepting the public improvements that have been completed for the Dixon Subdivision.



Director of Public Works

July 12, 2019

Boone County Historical Museum is requesting barricades on Whitney Blvd between Buchanan Street and Locust Street and State Street and Pleasant on August 20, 2019 for the Boone County Historical Museum Ice Cream Social.

Presented by The City of Belvidere

Buchanan Street Strolls

AUGUST 18, SEPTEMBER 8, SEPTEMBER 22, OCTOBER 6

1-6 ON BUCHANAN

f BELVIDERE BUCHANAN STREET STROLLS