



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

November 22, 2021
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.

2. Public Safety, New Business:
 - (A) Police Department – Life Saving Award.
 - (B) Police Department – Update.
 - (C) Police Department – Acceptance of donation of body armor to K9 Solo.
 - (D) Fire Department – Update.
 - (E) Fire Department – Acceptance of Donation.
 - (F) Fire Department – Sale of 2008 Dodge Charger.
3. Finance & Personnel, Unfinished Business: None.
4. Finance & Personnel, New Business:
 - (A) Finance Department – Update.
 - (B) 2021 Tax Levy Request from the Belvidere Firefighters' Pension Board.
 - (C) 2021 Tax Levy Request from the Belvidere Police Pension Board.
 - (D) Discussion of Tax Levy.
 - (E) Comcast Cable Franchise Agreement Renewal.
5. Other:
 - (A) Request to Vacate Alley – Unimproved Alley off of Starr Street between 8th Ave. and 9th Ave.
 - (B) Air Handling Makeup Unit Replacement – WWTP Chemical /Centrifuge Building.
6. Adjournment:



BELVIDERE
POLICE

Matthew Wallace
Deputy Chief—Investigations

Shane Woody
Chief of Police

Patrick Gardner
Deputy Chief—Patrol

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

Date: November 22, 2021

To: Mayor and City Council

From: Chief Shane Woody

Re: Donation of body armor to K9 Solo

Alderspersons,

I present to you a request to accept a donation of a protective vest for K9 Solo from non-profit organization Vested Interest in K9s, Inc. K9 Solo's vest is sponsored by The Mazaika Family Foundation. If approved, delivery would be expected within eight to ten weeks.

Vested Interest in K9s, Inc., established in 2009, is a 501(c)(3) charity whose mission is to provide bullet and stab protective vests and other assistance to dogs of law enforcement and related agencies throughout the United States. This potentially lifesaving body armor for four-legged K9 officers is U.S. made, custom fitted, and NIJ certified. Since its inception, Vested Interest in K9s, Inc. has provided over 4,450 vests to K9s in all 50 states at a value of \$6.9 million, made possible by both private and corporate donations.

The program is open to U.S. dogs that are at least 20 months old and actively employed and certified with law enforcement or related agencies. K9s with expired vests are also eligible to participate. There are an estimated 30,000 law enforcement K9s throughout the United States.

Motion: To approve accepting the donation of a protective vest for K9 Solo from Vested Interest in K9s, Inc.



**BELVIDERE
FIRE
DEPARTMENT**

**123 S. State St.
Belvidere, IL 61008**

Fire Chief and Administration Offices
(815)544-2242
Fax (815)544-2278

To: Mayor Morris and City Council

From: Chief Al Hyser

Date: November 16, 2021

Re: Agenda items for November 22, Public Safety Committee Meeting:

1. Acceptance of \$500 donation from Magna Exteriors Belvidere.
2. Permission to sell 2008 Dodge Charger
vin #2B3KA43G78H306031 to the highest bidder: via eBay.

Chief Al Hyser



Magna Exteriors Belvidere
675 Corporate Parkway
Belvidere, IL 61008



70-2328 / 719 IL

DATE 11/01/21 AMOUNT US\$ *****500.00

PAY Five Hundred Dollars And No Cents

Belvidere Fire Department
123 S. State Street
Belvidere, IL 61008
United States of America

TO THE ORDER OF

VOID AFTER 180 DAYS.
MUST BE COUNTERSIGNED IF AMOUNT IS IN EXCESS OF \$25,000.00

MP

MP

MAGNA EXTERIORS BELVIDERE • Belvidere, IL 61008

11/01/21 00050451 Belvidere Fire Department 00004083

Voucher	Invoice	Invoice Dt.	Gross Amount	Discount	Net Amount
79099	Donation Station 1 and 2	09/27/21	500.00	0.00	500.00
			500.00	0.00	500.00



MEMORANDUM

To: City Council

cc: Mayor Clinton Morris

From: Shannon Hansen, Budget & Finance Officer

Date: November 16, 2021

Sh

Re: Independent Audit Services

The City's 3-year contract with Sikich LLP expired with their conclusion of the FY21 audit. A Request for Proposal has been mailed to six firms with responses due December 14. We will share information with regard to interested firms at a later date.

In the meantime, please let me know if you have any questions.

Thank you.



**CITY OF BELVIDERE
FIREFIGHTERS'
PENSION FUND**

**P.O. Box 977
Belvidere, IL 61008**

**President: Shawn Schadle
sshadle@belviderefire.com**

**Secretary: Chris Letourneau
cletourneau@belviderefire.com**

November 1, 2021

Mayor Clinton Morris and Members of the City Council
City of Belvidere
401 Whitney Blvd
Belvidere, Illinois 61008

RE: Tax Levy Request from the Belvidere Firefighters' Pension Fund

Dear Mayor Morris and Members of the City Council:

Section 4-118 of the Illinois Pension Code requires that the City of Belvidere levy a tax to meet the annual actuarial requirements of the firefighters' pension fund (40 ILCS 5/4-118). The Board of Trustees of the Belvidere Firefighters' Pension Fund reviewed the actuarial valuation and GASB report prepared by Lauterbach & Amen. The Illinois Department of Insurance has not yet issued its actuarial valuation so it has not been reviewed. As a result of this review, the Board voted to request that the City Council levy **\$1,303,571** for the Fund in December 2021. Note the following highlights:

- The City's recommended tax levy requirement increased 5.24% or \$64,869. The primary cause of the increase was actuarial experience (including updated actuarial valuation software being used by Lauterbach). This was offset in part by excellent investment returns.
- According to the actuary, the Fund's investments experienced a positive 26.04% return, net of all administrative fees for the fiscal year ending April 30, 2021, on the market value of assets. When smoothing over five years, the rate of return on the actuarial value of assets improved to 9.67%, net of all administrative fees.
- However, the actuary noted the ratio of benefit payments to market value of assets of 7.23%, which indicates that the investment return is not entirely covering the annual benefit payments. This benefit payment risk should be monitored in the near term, with a goal of reducing that ratio below 7%.
- In fiscal year 2021 the Fund paid over \$1.5 million in benefits and ended the year with nearly \$21 million in assets. The City's contribution to the Fund in fiscal year was over \$1.1 million, which met the recommended contribution for the fifth straight year.

After the transition phase of asset consolidation, the Firefighters' Pension Investment Fund (FPIF) will take over the responsibility to promulgate actuarial valuations for all 296 firefighter pension funds. Given the likelihood that FPIF will follow a statutory minimum approach in providing those valuations and be unable to provide GASB reporting, the Board urges the City to continue our collaboration to secure a private actuarial valuation based on sound funding principles.

The Pension Board appreciates the City's commitment to reducing the expected return on investments assumption to align this assumption more closely with expectations going forward. We appreciate the City's continued commitment to proper pension funding and look forward to our continued partnership in ensuring the Pension Fund is properly funded. Enclosed are the actuarial valuation, the Fund's preliminary municipal compliance report, and the Board's investment policy for your review. If you have any questions regarding the Board's request, please let us know.

Sincerely,

BELVIDERE FIREFIGHTERS' PENSION FUND



Shawn Schadle, President

Enclosures Actuarial valuation from Foster & Foster, Actuarial Valuation from the Illinois Department of Insurance, Preliminary Municipal Compliance Report, Fund's Investment Policy
cc: Shannon Hansen, Budget and Finance Officer, City of Belvidere (w/ enclosures)
 Cory Thornton, Treasurer, City of Belvidere (w/ enclosures)

**THE CITY OF BELVIDERE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**PUBLIC ACT 95-0950
MUNICIPAL COMPLIANCE REPORT**

**FOR THE FISCAL YEAR ENDED
APRIL 30, 2021**



Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

668 NORTH RIVER RD. • NAPERVILLE, ILLINOIS 60563

PHONE 630.393.1483 • FAX 630.393.2516

www.lauterbachamen.com

October 20, 2021

Members of the Pension Board of Trustees
Belvidere Firefighters' Pension Fund
Belvidere, Illinois

Enclosed please find a copy of your Municipal Compliance Report for the Belvidere Firefighters' Pension Fund for the fiscal year ended April 30, 2021. We have prepared the report with the most recent information available at our office. Should you have more current information, or notice any inaccuracies, we are prepared to make any necessary revisions and return them to you.

The President and Secretary of the Pension Fund are required to sign the report on page 3. If not already included with the enclosed report, please also include a copy of the Pension Fund's most recent investment policy.

The signed Public Act 95-0950 - Municipal Compliance Report must be provided to the Municipality before the tax levy is filed on the last Tuesday in December. We are sending the report via email to promote an environmentally-friendly work atmosphere.

If you have any questions regarding this report, please contact your Client Manager or PSA.

Respectfully submitted,

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP

**THE CITY OF BELVIDERE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2021**

The Pension Board certifies to the City Council of the City of Belvidere, Illinois on the condition of the Pension Fund at the end of its most recently completed fiscal year the following information:

- 1) The total cash and investments, including accrued interest, of the fund at market value and the total net position of the Pension Fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Total Cash and Investments (including accrued interest)	<u>\$20,761,147</u>	<u>\$16,589,988</u>
Total Net Position	<u>\$20,757,785</u>	<u>\$16,587,657</u>

- 2) The estimated receipts during the next succeeding fiscal year from deductions from the salaries of firefighters' and from other sources:

Estimated Receipts - Employee Contributions	<u>\$220,600</u>
Estimated Receipts - All Other Sources	
Investment Earnings	<u>\$1,453,300</u>
Municipal Contributions	<u>\$1,303,571</u>

- 3) The estimated amount necessary during the fiscal year to meet the annual actuarial requirements of the pension fund as provided in Sections 4-118 and 4-120:

Annual Requirement of the Fund as Determined by:

Illinois Department of Insurance	<u>N/A</u>
Private Actuary - Lauterbach & Amen, LLP	
Recommended Municipal Contributions	<u>\$1,303,571</u>
Statutory Municipal Contributions	<u>\$1,024,022</u>

**THE CITY OF BELVIDERE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2021**

- 4) The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Net Income Received from Investment of Assets	<u>\$4,343,014</u>	<u>\$314,720</u>
Assumed Investment Return		
Illinois Department of Insurance	<u>N/A</u>	<u>6.50%</u>
Private Actuary - Lauterbach & Amen, LLP	<u>7.00%</u>	<u>7.00%</u>
Actual Investment Return	<u>23.26%</u>	<u>1.90%</u>

- 5) The increase in employer pension contributions that results from the implementation of the provisions of P.A. 93-0689:

Illinois Department of Insurance	<u>N/A</u>
Private Actuary - Lauterbach & Amen, LLP	<u>N/A</u>

- 6) The total number of active employees who are financially contributing to the fund:

Number of Active Members	<u>31</u>
--------------------------	-----------

- 7) The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

	<u>Number of</u>	<u>Total Amount Disbursed</u>
(i) Regular Retirement Pension	<u>14</u>	<u>\$865,868</u>
(ii) Disability Pension	<u>8</u>	<u>\$372,704</u>
(iii) Survivors and Child Benefits	<u>9</u>	<u>\$262,065</u>
Totals	<u>31</u>	<u>\$1,500,637</u>

**THE CITY OF BELVIDERE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2021**

8) The funded ratio of the fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Illinois Department of Insurance	<u>N/A</u>	<u>57.70%</u>
Private Actuary - Lauterbach & Amen, LLP	<u>61.55%</u>	<u>59.19%</u>

9) The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability:

Illinois Department of Insurance	<u>N/A</u>
Private Actuary - Lauterbach & Amen, LLP	<u>\$11,737,018</u>

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets.

10) The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.

Investment Policy - See Attached.

Please see Notes Page attached.

CERTIFICATION OF MUNICIPAL FIREFIGHTERS'
PENSION FUND COMPLIANCE REPORT

The Board of Trustees of the Pension Fund, based upon information and belief, and to the best of our knowledge, hereby certify pursuant to §4-134 of the Illinois Pension Code 40 ILCS 5/4-134, that the preceding report is true and accurate.

Adopted this 16th day of Nov, 2021

President  Date 11/1/21

Secretary  Date 11/1/21

**THE CITY OF BELVIDERE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2021**

INDEX OF ASSUMPTIONS

- 1) Total Cash and Investments - as Reported at Market Value in the Audited Financial Statements for the Years Ended April 30, 2021 and 2020.

Total Net Position - as Reported in the Audited Financial Statements for the Years Ended April 30, 2021 and 2020.

- 2) Estimated Receipts - Employee Contributions as Reported in the Audited Financial Statements for the Year Ended April 30, 2021 plus 3.25% Increase (Actuarial Salary Increase Assumption) Rounded to the Nearest \$100.

Estimated Receipts - All Other Sources

Investment Earnings - Cash and Investments as Reported in the Audited Financial Statements for the Year Ended April 30, 2021, times 7% (Actuarial Investment Return Assumption) Rounded to the Nearest \$100.

Municipal Contributions - Recommended Tax Levy Requirement as Reported by Lauterbach & Amen, LLP, Actuarial Valuation for the Year Ended April 30, 2021.

- 3) Annual Requirement of the Fund as Determined by:

Illinois Department of Insurance - No April 30, 2021 Actuarial Valuation available at the time of this report.

Private Actuary - Lauterbach & Amen, LLP:

Recommended Amount of Tax Levy as Reported by Lauterbach & Amen, LLP in the April 30, 2021 Actuarial Valuation.

Statutorily Required Amount of Tax Levy as Reported by Lauterbach & Amen, LLP in the April 30, 2021 Actuarial Valuation.



BELVIDERE POLICE PENSION FUND BOARD OF TRUSTEES

November 1, 2021

Mayor Clinton Morris and Members of the City Council
City of Belvidere
401 Whitney Blvd
Belvidere, Illinois 61008

RE: Tax Levy Request from the Belvidere Police Pension Fund

Dear Mayor Morris and Members of the City Council:

Section 3-125 of the Illinois Pension Code provides that the City of Belvidere must annually levy a tax to meet the annual actuarial requirements of the police pension fund (40 ILCS 5/3-125). The Board of Trustees of the Belvidere Police Pension Fund recently reviewed the actuarial valuation prepared by Lauterbach & Amen for purposes of the next City tax levy. The Illinois Department of Insurance has not issued its actuarial valuation for the Fund, and thus it has not been reviewed.

In light of the Board's fiduciary obligation to ensure funds are available to meet the actuarial requirements of the Fund, the Board voted to request that the City Council levy in December 2021 and contribute in the next fiscal year the recommended amount of **\$1,513,794** on behalf of the Belvidere Police Pension Fund. Note the following highlights from the actuarial valuation:

- The recommended contribution has decreased \$31,491 from the prior year (a 2.04% decrease). The primary factors causing the decrease in the employer contribution were assumption changes (including updated actuarial valuation software being used by Lauterbach) and excellent investment returns. The return on investments was 27.29%, net of all administrative expenses. When smoothing (the recognition of gains and losses over five years) was considered, the return on investments on the actuarial value of assets improved to 9.21% (last year 4.22%), net of administrative expenses.
- Last year, the Fund paid over \$1.6 million in benefits and ended the year with more than \$29 million. Furthermore, the City met its annual recommended contribution to the Fund for the fifth straight year, contributing nearly \$1.4 million. The ratio of benefits to market value of assets dropped to 5.44% (previously 6.54% in fiscal year 2020) which is a sign of improved sound financial condition.

Pursuant to Public Act 101-0610, the Illinois Police Officers' Pension Investment Fund (IPOPPIF) is scheduled to assume control of the Fund's assets no later than July 1, 2022. After the transition phrase of this asset consolidation, IPOPPIF will take over the responsibility to promulgate actuarial valuations for over 300 police pension funds. Given the likelihood that IPOPPIF will follow a statutory minimum approach in providing those valuations and be unable to provide GASB reporting, the Board urges the City to consider continued collaboration with the Fund to secure a private actuarial valuation based on sound funding principles.

The Board appreciates the City's continued commitment to proper funding. Enclosed please find the preliminary municipal compliance report (MCR) for your review. Once the DOI issues its actuarial valuation, the MCR will be updated to include the DOI's data. If you have any questions regarding the Board's request, please let us know.

Sincerely,

BELVIDERE POLICE PENSION FUND

Matt Wallace, President

Enclosures Lauterbach & Amen's Actuarial Valuation, Preliminary Municipal Compliance Report, Investment Policy

cc: Shannon Hansen, City Budget and Finance Officer (w/ enclosures)
Cory Thornton, City Treasurer (w/ enclosures)

THE CITY OF BELVIDERE, ILLINOIS
POLICE PENSION FUND

PUBLIC ACT 95-0950
MUNICIPAL COMPLIANCE REPORT

FOR THE FISCAL YEAR ENDED
DECEMBER 31, 2020



Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

668 NORTH RIVER RD. • NAPERVILLE, ILLINOIS 60563

PHONE 630.393.1483 • FAX 630.393.2516
www.lauterbachamen.com

October 28, 2021

Members of the Pension Board of Trustees
Belvidere Police Pension Fund
Belvidere, Illinois

Enclosed please find a copy of your Municipal Compliance Report for the Belvidere Police Pension Fund for the fiscal year ended December 31, 2020. We have prepared the report with the most recent information available at our office. Should you have more current information, or notice any inaccuracies, we are prepared to make any necessary revisions and return them to you.

The President and Secretary of the Pension Fund are required to sign the report on page 3. If not already included with the enclosed report, please also include a copy of the Pension Fund's most recent investment policy.

The signed Public Act 95-0950 - Municipal Compliance Report must be provided to the Municipality before the tax levy is filed on the last Tuesday in December. We are sending the report via email to promote an environmentally-friendly work atmosphere.

If you have any questions regarding this report, please contact your Client Manager or PSA.

Respectfully submitted,

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP

**THE CITY OF BELVIDERE, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2020**

The Pension Board certifies to the City Council of the City of Belvidere, Illinois on the condition of the Pension Fund at the end of its most recently completed fiscal year the following information:

- 1) The total cash and investments, including accrued interest, of the fund at market value and the total net position of the Pension Fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Total Cash and Investments (including accrued interest)	<u>\$29,634,515</u>	<u>\$23,158,550</u>
Total Net Position	<u>\$29,628,245</u>	<u>\$23,152,690</u>

- 2) The estimated receipts during the next succeeding fiscal year from deductions from the salaries of police officers and from other sources:

Estimated Receipts - Employee Contributions	<u>\$367,400</u>
Estimated Receipts - All Other Sources	
Investment Earnings	<u>\$2,074,400</u>
Municipal Contribution	<u>\$1,513,794</u>

- 3) The estimated amount required during the next succeeding fiscal year to (a) pay all pensions and other obligations provided in Article 3 of the Illinois Pension Code, and (b) to meet the annual requirements of the fund as provided in Sections 3-125 and 3-127:

(a) Pay all Pensions and Other Obligations	<u>\$2,097,400</u>
(b) Annual Requirement of the Fund as Determined by:	
Illinois Department of Insurance	<u>N/A</u>
Private Actuary - Lauterbach & Amen, LLP	
Recommended Municipal Contribution	<u>\$1,513,794</u>
Statutory Municipal Contribution	<u>\$1,237,045</u>

**THE CITY OF BELVIDERE, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2020**

- 4) The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Net Income Received from Investment of Assets	<u>\$6,404,339</u>	<u>\$239,125</u>
Assumed Investment Return		
Illinois Department of Insurance	<u>N/A</u>	<u>6.50%</u>
Private Actuary - Lauterbach & Amen, LLP	<u>7.00%</u>	<u>7.00%</u>
Actual Investment Return	<u>24.26%</u>	<u>1.04%</u>

- 5) The total number of active employees who are financially contributing to the fund:

Number of Active Members	<u>41</u>
--------------------------	-----------

- 6) The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

	<u>Number of</u>	<u>Total Amount Disbursed</u>
(i) Regular Retirement Pension	<u>23</u>	<u>\$1,271,607</u>
(ii) Disability Pension	<u>2</u>	<u>\$78,949</u>
(iii) Survivors and Child Benefits	<u>6</u>	<u>\$260,841</u>
Totals	<u>31</u>	<u>\$1,611,397</u>

**THE CITY OF BELVIDERE, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2020**

7) The funded ratio of the fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Illinois Department of Insurance	<u>N/A</u>	<u>60.84%</u>
Private Actuary - Lauterbach & Amen, LLP	<u>65.97%</u>	<u>62.76%</u>

8) The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability:

Illinois Department of Insurance	<u>N/A</u>
Private Actuary - Lauterbach & Amen, LLP	<u>\$13,787,132</u>

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets.

9) The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.

Investment Policy - See Attached.

Please see Notes Page attached.

CERTIFICATION OF MUNICIPAL POLICE
PENSION FUND COMPLIANCE REPORT

The Board of Trustees of the Pension Fund, based upon information and belief, and to the best of our knowledge, hereby certify pursuant to §3-143 of the Illinois Pension Code 40 ILCS 5/3-143, that the preceding report is true and accurate.

Adopted this 1st day of November, 2021

President  Date 11/1/2021

Secretary  Date 11/1/2021

**THE CITY OF BELVIDERE, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2020**

INDEX OF ASSUMPTIONS

- 1) Total Cash and Investments - as Reported at Market Value in the Audited Financial Statements for the Periods Ended April 30, 2021 and 2020.

Total Net Position - as Reported in the Audited Financial Statements for the Periods Ended April 30, 2021 and 2020.

- 2) Estimated Receipts - Employee Contributions as Reported in the Audited Financial Statements for the Year Ended April 30, 2021 plus 3.25% Increase (Actuarial Salary Increase Assumption) Rounded to the Nearest \$100.

Estimated Receipts - All Other Sources:

Investment Earnings - Cash and Investments as Reported in the Audited Financial Statements for the Year Ended April 30, 2021, times 7% (Actuarial Investment Return Assumption) Rounded to the Nearest \$100.

Municipal Contributions - Recommended Tax Levy Requirement as Reported by Lauterbach & Amen, LLP, Actuarial Valuation for the Year Ended April 30, 2021.

- 3) (a) Pay all Pensions and Other Obligations - Total Non-Investment Deductions as Reported in the Audited Financial Statements for the Year Ended April 30, 2021, plus a 25% Increase, Rounded to the Nearest \$100.

(b) Annual Requirement of the Fund as Determined by:

Illinois Department of Insurance - No April 30, 2021 Actuarial Valuation available at the time of this report.

Private Actuary - Lauterbach & Amen, LLP:

Recommended Amount of Tax Levy as Reported by Lauterbach & Amen, LLP in the April 30, 2021 Actuarial Valuation.

Statutorily Required Amount of Tax Levy as Reported by Lauterbach & Amen, LLP in the April 30, 2021 Actuarial Valuation.

**THE CITY OF BELVIDERE, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2020**

INDEX OF ASSUMPTIONS

7) The funded ratio of the fund:

Illinois Department of Insurance - Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the April 30, 2020 Actuarial Valuation. No April 30, 2021 Actuarial Valuation available at the time of this report.

Private Actuary - Current and Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the April 30, 2021 and 2020 Actuarial Valuations.

8) Unfunded Liability:

Illinois Department of Insurance - Deferred Asset (Unfunded Accrued Liability) - No April 30, 2021 Actuarial Valuation available at the time of this report.

Private Actuary - Deferred Asset (Unfunded Accrued Liability) as Reported by Lauterbach & Amen, LLP in the April 30, 2021 Actuarial Valuation.

**THE CITY OF BELVIDERE, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2020**

INDEX OF ASSUMPTIONS

7) The funded ratio of the fund:

Illinois Department of Insurance - Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the April 30, 2020 Actuarial Valuation. No April 30, 2021 Actuarial Valuation available at the time of this report.

Private Actuary - Current and Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the April 30, 2021 and 2020 Actuarial Valuations.

8) Unfunded Liability:

Illinois Department of Insurance - Deferred Asset (Unfunded Accrued Liability) - No April 30, 2021 Actuarial Valuation available at the time of this report.

Private Actuary - Deferred Asset (Unfunded Accrued Liability) as Reported by Lauterbach & Amen, LLP in the April 30, 2021 Actuarial Valuation.

Memo

To: Mayor and City Council
From: Mike Drella
CC: City Clerk
Date: 11/17/2021
Re: Comcast Cable Franchise Agreement

As I previously informed the Council the Comcast Franchise Agreement is set to expire in 2022 and they are seeking to renew that Franchise Agreement. Attached is the proposed new Franchise Agreement. While it appears somewhat different, in substance it is the same as the previous agreement. It provides for the same franchise fee, requires continued provision of the City's Channel 20 and incorporates the State of Illinois customer service standards required by the Cable and Video Competition Law of 2007.

Recommended Motion:

Motion to forward to City Council the renewal of the City of Belvidere and Comcast Franchise Agreement in ordinance form.

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
CITY OF BELVIDERE
And
COMCAST OF ILLINOIS/INDIANA/OHIO, LLC**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the City of Belvidere, Illinois (hereinafter, the “City”) and Comcast of Illinois/Indiana/Ohio, LLC, (hereinafter, “Grantee”) this _____ day of _____, _____ (the “Effective Date”). The City and Grantee are collectively referred to as the “Parties”.

The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the City’s home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and

associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 (47 USC 573) of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“City” means the City of Belvidere, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois/Indiana/Ohio, LLC

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that

such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the City's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the **City**.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video Channel designated for non-commercial use by the City, the public, and/or educational institutions such as public or private schools, but not "home schools," community colleges, and universities.

"Public, Educational and Government (PEG) Access Programming" shall mean non-commercial programming produced by any City residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

"Public Way" shall mean pursuant and in addition to the City's Right of Way Ordinance (Chapter 98, Article VIII, Construction of Utility Facilities in the Rights-Of-Way, Belvidere, Illinois Municipal Code) the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City in the Franchise Area, to the extent that the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City. Public Way shall not include any real or personal City property that is not specifically described in this definition and shall not include City buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"Video Programming" or "Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Illinois Constitution, and Ordinance/Resolution No. _____ approving and authorizing the execution of this Agreement, the City hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the City grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

2.6.3. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the City while used in the course of installation, repair and maintenance work on the Cable System. The foregoing shall not apply to fire lanes or designated handicapped parking spaces.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Chapter 98, Article VIII, entitled “Construction of Utility Facilities in the Rights-of-Way” of the Municipal Code, City of Belvidere, Illinois, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems’ transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee’s cable and other equipment without technical degradation of the Cable System’s signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the City requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility’s exercise of authority granted under its tariff to charge consumers for the said utility’s cost of the project that are not reimbursed by the City shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee’s facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee’s Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this

Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the City in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the City shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the City shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The City may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A, and shall specify the

requested level of services and number of outlets for each location. The City shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the franchise fee payment due pursuant to this franchise. In the event the FCC Third 621 Order is reversed on appeal on the issue of complimentary services (pending at the 6th Circuit at the time of this Agreement) and that reversal becomes final, the City and the Grantee will revert to the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service, one Digital Transport Adapter (or its current equivalent if equipment is necessary to receive the service) and a free Standard Installation at one outlet to all eligible buildings as defined in the state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan” – as may be amended from time to time. The City must become qualified and authorized to activate the EAS, through the authorized State EAS plan. The City agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the City, its employees or agents in using such system.

4.8. Customer Service Obligations. The City and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Chapter 26, Article VI of the Belvidere Municipal Code. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.* Should the State repeal 220 ILCS 5/22-501 and not provide a succeeding customer protection process, the Parties agree to follow the terms of 220 ILCS 5/22-501 until the conclusion of this Franchise Agreement.

SECTION 5: Oversight and Regulation by Village

5.1. Franchise Fees. The Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid

during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the City to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the City to increase the Franchise Fee above five percent (5%), and the City actually proposes to increase the Franchise Fee in exercise of such authority, the City may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the City shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the City) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the City increases said Franchise Fee, the Grantee shall notify its Subscribers of the City's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the City to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the City pursuant to the Cable Act, and Section 11-42-11, of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the City approves the amendment by ordinance; and (c) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The City and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 65 ILCS 5/11-42-11.05 (k), the City shall provide on an annual basis, a complete list of addresses within the corporate limits of the City. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from siting errors.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the City has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the City from and against any claims arising from the City’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the City with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the City containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee’s request for consent within one

hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the City may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the City's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the City certificates of insurance in accordance with Chapter 98, Article VIII of the Belvidere Municipal Code.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing, maintaining, and operating its Cable System within the City. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The City shall give the Grantee timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. If the City elects in its own discretion to employ additional counsel, the costs for such additional counsel for the City shall be the responsibility of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from any conduct for which the City, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1 EG Capacity. The Grantee shall provide capacity for the City's noncommercial educational and governmental ("EG") programming through Grantee's Cable System consistent with the requirements set forth herein. The City's EG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time. As of the Effective Date of this Agreement, the City utilizes one (1) EG channel. Notwithstanding Section 8.8., below, Grantee shall provide said EG Channel at all times throughout this

Franchise Agreement. The City may request, and Grantee shall provide, a second EG channel upon one hundred eighty (180) days advance written notice by the City and sufficient proof that the current channel is inadequate for all programming offered. "Sufficient proof" shall include a verified program log of all original, non-repeat, first-run, non-character generated, locally produced programs that are carried on the existing channel for the prior six month period during the times of noon to midnight. In the event that eighty percent (80%) of the programming on the channel meets the criteria of being original, non-repeat, first-run, non-character generated, locally produced programming, Grantee shall provide a second channel. Any cost for the activation of the additional channel shall be paid for by the City. The Grantee may offer the City's entire EG programming on its basic digital tier of service.

8.2. The Grantee does not relinquish its ownership of or ultimate right of control over a channel by designating it for EG use. However, the EG channel is, and shall be, operated by the City, and the City may at any time allocate or reallocate the usage of the EG channel among and between different non-commercial uses and Users. The City shall be responsible for the editorial control of the Video Programming on the EG Channel except to the extent permitted in 47 U.S.C. §531(e).

8.3. Origination Point. At such time that the City determines that it wants the capacity to allow subscribers in the City to receive EG access programming (video and character generated) which may originate from schools, City facilities and/or other government facilities (other than those having an Origination Point as established pursuant to Paragraph 1 above); or at such time that the City determines that it wants to establish or change a location from which EG access programming is originated; or in the event the City wants to upgrade the connection to Grantee from an existing signal point of origination, the City will give Grantee written notice detailing the point of origination and the capability sought by the City. Grantee agrees to submit a cost estimate to implement the City's plan within a reasonable period of time. After an agreement to reimburse Grantee for its expenditure, Grantee will implement any necessary system changes within a reasonable period of time.

8.4. EG Signal Quality. Provided EG signal feeds are delivered by the City to the designated signal input point without material degradation, the EG channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.5. EG Capital. The City may designate a PEG access capital project to be funded by the City as provided for herein. The City shall send written notice of the City's desire for Grantee to collect a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month to be passed on to each Subscriber pursuant to Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall make the PEG Capital Fee payments to the City at the same time and in the same manner as Franchise Fee payments. The City's notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment (PEG Access capital costs) and the Grantee shall have the opportunity to review and make recommendations upon the City's plan prior to agreeing to collect and pay to the City the requested amount. Consistent with the description of the intended utilization of the PEG Capital Fee, the City shall be permitted to hold all or a

portion of the PEG Capital Fee from year to year as a designated fund to permit the City to make large capital expenditures, if necessary, provided that if the entire amount is not expended during the term of this agreement, any remaining funds shall be credited against PEG Capital requests from the City in subsequent franchise renewals. Moreover, if the City chooses to borrow from itself or a financial institution for large PEG capital purchases or capital expenditures, the City shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty (120) days of the City's written request. On an annual basis, the City shall provide the Grantee with a report detailing how the prior year's funding was spent or confirming it is being held in a capital reserve account for future PEG capital needs.

8.6. Interest. For any payments owed by Grantee in accordance with this Section 13.E. which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JPMorgan Chase & Co., or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.7. Grantee and City agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542 and Sections 13.E.(3) and (4) above.

8.8. Grantee Use of Unused Time. Because the City and Grantee agree that a blank or under utilized Access Channel is not in the public interest, in the event the City does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the City upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion

of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the City determines that the Grantee is in default of any material provision of the Franchise, the City may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the City shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the City shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the City's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the City's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the City as Municipal Code, City of Belvidere, Illinois, Chapter 26, Article VI; and, pursuant to Section 3.1 of this Franchise Agreement and Chapter 98, Article VIII of the Belvidere Municipal Code, to enforce the Grantee's compliance with the City's requirements regarding "Construction Of Utility Facilities In The Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the City to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the City.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee’s ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee’s cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties’ rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

City of Belvidere
401 Whitney Boulevard, Ste. 100
Belvidere, Illinois 61008
ATTN: City Clerk

To the Grantee:

Comcast
1500 McConnor Parkway
Schaumburg, Illinois 60173
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The City may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance

adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable without regards to conflict of law provisions.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the 17th Circuit Court of the State of Illinois, Boone County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois Western Division.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate ordinance or resolution by the City, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights or obligations, substantive or procedural, that the City or the Grantee may have under Federal or State law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the City that it is authorized to

execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the City that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

10.11. No Waiver. The Franchise Agreement does not relieve the Grantee from the obligation of obtaining any required municipal, state, county or federal permits, licenses or approvals for the construction, maintenance, or operation of the Cable System nor from complying with any relevant Federal, State or local ordinance, statute or regulation of general applicability. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the City of Belvidere:

For Comcast of Illinois/

Indiana/Ohio, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

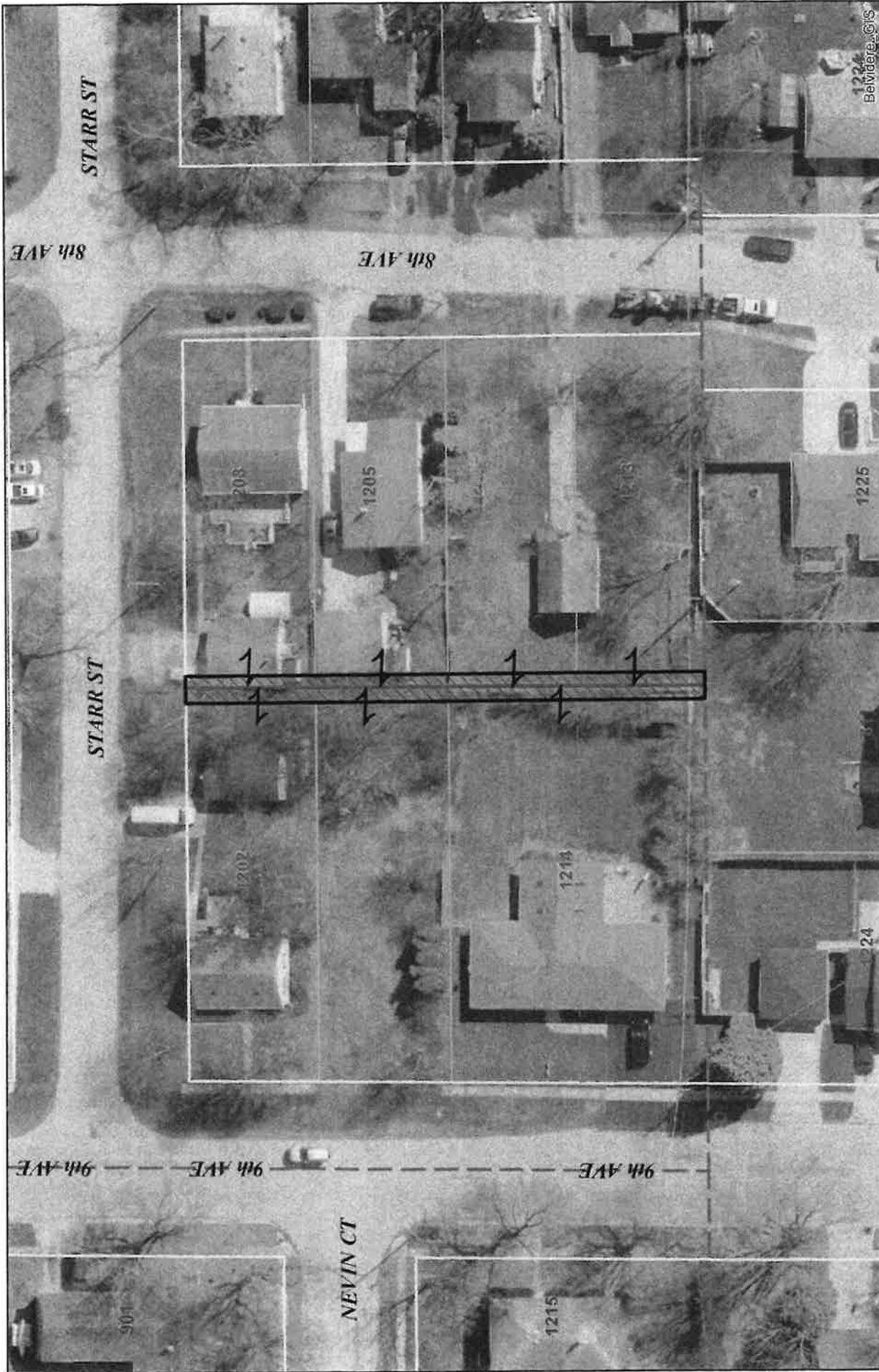
Date: _____

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: November 17, 2021
Re: Request to Vacate Alley

We have received a request to vacate the unimproved alley off of Starr Street between 8th Avenue and 9th Avenue. It is identified as alley SW5 in our inventory of alleys and recommended to be vacated. Notices of proposed vacation were sent to all of the adjoining property owners and no comments have been received to date. The alley is 10 feet in width and there are no city owned utilities located within the alley.

I would recommend that this alley be vacated at this time.



Legend

- Remain ROW
- Vacate
- Non Improved Alley



1 inch = 50 feet

Length: 196
 Width: 10
 Alley Type: Grass No Improvement
 Recommended Action: Vacate

SW5

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 11/17/2021
Re: Air Handling Makeup Unit Replacement – WWTP Chemical/Centrifuge Building

The existing air handling unit in the Chemical/Centrifuge building at the WWTP can no longer be repaired and needs to be replaced. We have received the following proposals to replace this equipment, including installation:

- | | |
|--|-------------|
| 1. Ceroni Piping Company
7770 Ceroni Road
Cherry Valley, IL 61016 | \$22,602.00 |
| 2. Nelson Carlson Mechanical Contractors
1417 22 nd Street
Rockford, IL 61108 | \$31,290.00 |
| 3. Helm Mechanical
900 Oakmont Lane
Westmont, IL 60559 | \$44,700.00 |

I would recommend approval of the proposal from Ceroni Piping, in the amount of \$22,602.00, for furnishing and installing a new air handling unit in the Chemical/Centrifuge building at the WWTP. This equipment will be paid for from the plant depreciation fund.