



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
Open Seat	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

December 9, 2019

6:00 p.m.

City Council Chambers, 401 Whitney Blvd. Belvidere, Illinois

Call to Order: Mayor Chamberlain:

Roll Call:

Public Comment:

Public Forum: (A) Jax Tlusty – Monarch Butterfly.

(B) Introduction of interested persons for 2nd Ward Alderman.

(C) Forward to full City Council a motion to waive Section 2-88 of the City of Belvidere Municipal Code as it relates to an appointment to fill the vacancy for Ward 2 Alderman.

Reports of Officers, Boards, and Special Committees:

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

2. Building, Planning & Zoning, New Business:

(A) Intergovernmental Agreement between the Northern Illinois Land Bank Authority and City of Belvidere.

3. Public Works, Unfinished Business: None.

4. Public Works, New Business: None.

5. Other:

(A) Appointment of Laurie Mann to the Ida Public Library Board of Trustees.

(B) New telephone system.

(C) Review of Tax Levy.

(D) Review of motion to direct City Attorney to draft an ordinance imposing a 3% tax on the sale of cannabis products and direct the City Attorney and City Planner to process a text amendment restricting cannabis dispensaries/sales to the general business and planned business districts as a special use and license growers of cannabis to an appropriate industrial zoning district. These ordinances will come to the full City Council in early 2020.

6. Adjournment:

INTERGOVERNMENTAL AGREEMENT

Between the Northern Illinois Land Bank Authority and the City of Belvidere for the Acquisition of Certain Properties Through Abandonment Proceedings

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is entered into between the Northern Illinois Land Bank Authority (“NILBA”) and the City of Belvidere, an Illinois municipal corporation (“City”) (collectively, “Parties”), and shall commence on the date that the last signatory executes this IGA (“Effective Date”).

Recitals

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes cooperative arrangements between public agencies of the State of Illinois; and

WHEREAS, NILBA is an intergovernmental agency formed by numerous Winnebago and Boone County municipalities, including the City, to assist in the redevelopment and neighborhood stabilization efforts of its member municipalities; and

WHEREAS, NILBA, through its counsel, works to acquire, manage, and repurpose vacant, abandoned, and tax delinquent properties within the City and surrounding municipalities;

WHEREAS, the City is an Illinois municipal corporation authorized to acquire, manage, and convey real property in order to facilitate the redevelopment and rehabilitation of vacant, abandoned, and tax delinquent properties; and

WHEREAS, Section 11-31-1(d) of the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, authorizes the City to petition the circuit court to have property declared abandoned, and may thereafter petition for a judicial deed to property so declared (collectively “Abandonment Proceedings”), provided that the property is delinquent in real estate taxes or water bills for two or more years, is unoccupied by persons legally in possession, and contains a dangerous or unsafe building; and

WHEREAS, NILBA is authorized to exercise the statutory authority of its member communities to take removal action, lien property, foreclose on liens, and petition a circuit court for a declaration of abandonment pursuant to 65 ILCS 5/11-31-1(d), as an agent of an individual member community; and

WHEREAS, the City and NILBA seek to enter into this IGA to use Abandonment Proceedings to encourage economic redevelopment and rehabilitation of vacant, abandoned, and tax delinquent properties; and

WHEREAS, the City and NILBA are authorized to execute this IGA by act(s) of their respective duly constituted governing bodies.

NOW, THEREFORE, the parties set forth their mutual understandings as follows:

1. Incorporation of Recitals: The foregoing recitals are made a part of and incorporated into this IGA.

2. Authority to File and Prosecute Abandonment Petitions: The City authorizes and engages NILBA and its counsel to file and prosecute, on its behalf, petition(s) for a declaration of abandonment (pursuant to 65 ILCS 5/11-31-1(d)), or in the alternative, demolition or repair authority (pursuant to 65 ILCS 5/11-31-1(a)) ("Petition") for all parcels identified in **Exhibit A** ("Parcels"). Exhibit A may be amended from time to time by written agreement of the Parties' Contacts, as defined herein.

3. Costs: So long as a Parcel is eligible for a declaration of abandonment, NILBA shall pay for all fees, including attorneys' fees and court costs, required to file and prosecute the Petition filed under this Agreement.

4. Title to Abandoned Parcels: If the City obtains a judicial deed to a Parcel as a result of a declaration of abandonment under this Agreement, the City agrees to immediately convey fee simple title to the Parcel to NILBA.

5. Management of Abandoned Parcel: NILBA shall manage and dispose of the Parcel in accordance with the NILBA by-laws and policies and in consultation with the City Contact, as defined herein.

6. Proceeds of Future Sale: NILBA shall be entitled to all proceeds from any future sale of any Parcel acquired by the City and conveyed by the City to NILBA under this Agreement. NILBA shall use any proceeds to further its mission.

7. Properties Ineligible for Abandonment: In the event that NILBA, or its counsel, notifies the City Contact, in writing, that a Parcel is ineligible for a declaration of abandonment, the City may elect to:

- a. Dismiss the Petition; or
- b. Proceed with the Petition and seek demolition or repair authority for the City pursuant to 65 ILCS 5/11-31-1(a). If the City elects to proceed with the Petition, the City shall either:

- i. Engage its own counsel and pay all future costs associated with the Petition;
or
- ii. Enter into a separate agreement with NILBA and its counsel regarding the future costs associated with the Petition.

8. Contacts: The Parties' contacts for implementation of this Agreement are as follows ("Contacts"):

For the City:

Contact (City Official): _____
Email Address _____
Phone Number: _____

Contact (City Attorney): _____
Email Address _____
Phone Number: _____

For NILBA:

With a copy to:

Brent Denzin, Partner
Denzin Soltanzadeh LLC
190 S. LaSalle, Suite 2160
Chicago, Illinois 60603
bdenzin@denzinlaw.com
(312) 380-7260

9. Incorporation/Survival: This IGA sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, expressed or implied, oral or written, with respect to the subject hereof. Changes, extensions or modifications to this IGA shall only be made by mutual agreement between the parties and shall be in writing. No term of this IGA may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term. Any terms and conditions contained in this IGA that by their express terms, sense or context are intended to survive the termination or expiration of this IGA shall so survive.

10. Subject to Northern Illinois Land Bank Authority IGA. The terms and conditions of this Agreement are subject to, and in no way supersede, the terms and conditions of that Intergovernmental Agreement and By-Laws to Establish the Northern Illinois Land Bank Authority (herein, "NILBA IGA") dated January 14, 2019. This Agreement establishes additional terms and conditions to govern the NILBA's authority to utilize the City's authority under 65 ILCS 5/11-31-1(d) on behalf of the City and the NILBA.

11. No Third-Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IGA.

12. Counterparts. This IGA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

13. Force and Effect; Termination. This Agreement shall be in force and effect as of the Effective Date and shall remain in effect thereafter until terminated by either Party. Either Party may terminate this IGA, for any reason, by the Contact providing thirty (30) days written notice of its intent to terminate to the other Contact. However, in the event Petitions are pending at the time notice of the termination is sent, the termination shall not be effective until the Parties agree, in writing, to a resolution for each pending Petition, including the costs associated with each pending Petition. A Petition is pending so long as a final order has not been entered in the circuit court and so long as the conveyance described in Paragraph 4, above, has not been completed.

[Remainder Left Blank]

IN WITNESS WHEREOF, this IGA is hereby executed on behalf of the parties through their authorized representatives as set forth below.

CITY OF BELVIDERE

NORTHERN ILLINOIS LAND BANK
AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PARCEL(S) APPROVED FOR ABANDONMENT PETITIONS

1. 1000 Nettie, Belvidere – PIN 05-36-202-007
2. 407 Allen, Belvidere – PIN 05-35-231-039
3. 1031 Garfield, Belvidere – PIN 05-36-151-026



Library Board of Trustees Application

The Ida Public Library Board of Trustees is seeking applicants to serve on the Library Board of Trustees. If you are interested in serving on the Library Board, please fill out this application and return it to the Library.

Responsibilities for the Public Library Trustee

To advocate for the library in the community, to oversee the general operation of the library and monitor its effectiveness, to establish policy, to determine the budget, to conduct public relations, and to plan for the future of the library.

Duties

Attend all board meetings and participate appropriately. Read board minutes and other materials sent out before the board meeting. Be informed about all phases of the library operation. Serve on committees as assigned by the board president. Lend your experience and leadership to the board for the good of the library. Actively participate in workshops and activities. Participate in fundraising activities. Visit the library often and be acquainted with its services by using them. Be an advocate for the library.

Qualifications

Possess a true sense of the library's enormous importance to the economic, social and educational life of the community. Have an appreciation for the library and a desire to provide the best possible services for the community. Maintain a sensitivity to the political conditions in the community. Must reside in the city of Belvidere.

Skills, beliefs, abilities:

- The ability to work with people.
- The skill to lead and preside at board meetings.
- The ability to plan.
- The belief in the importance of access to the materials of lifelong independent learning for everyone.
- The ability to communicate effectively.

Appointments

The trustee is accountable to the taxpayers and the people served by the library. Library Trustees are appointed by the Mayor and confirmed by the City Council. There is no monetary compensation for this position. Trustees serve a three year term and may be eligible to serve multiple terms. The Ida Public Library Board of Trustees meets on the fourth Tuesday of each month at 7:00pm. Special meetings are sometimes called, and committee meetings may be held in addition to Board meetings.

Please direct questions to Ashley Bryant, Library Director, at 815-544-3838 or ashleyb@idapubliclibrary.org

Date 07/21/2019

Name Laurie Mann

Address 907 Taylor Ridge Belvidere, IL 61008

**Must reside in Belvidere*

Phone 815-575-7571

Email lauriemann09@gmail.com

Why are you interested in serving on the Library Board of Trustees?

As a previous employee of the Ida Public Library I wish to continue serving the library in any way that I can.

How often do you use the Belvidere Public Library? What other libraries are you familiar with?
A few times a month. I'm familiar with the McHenry Public Library & the Sycamore Public Library.

Continued

Please share your opinion on the importance of libraries.

Public libraries are the last place in the community where residents can go for free, not be expected to buy anything, and can stay as long as they like. Public libraries can be community centers, information spaces, a place to gather, and so much more. Library employees are truly selfless individuals who are dedicated to the betterment of the community.

What challenges do you think our library faces?

The biggest challenge our library faces is support from the community. Even though support has increased, there is still a majority of Boone county that does not truly understand the importance of the public library or what the library has to offer.

Please describe any experience or expertise you have that you feel would be beneficial to the Board of Trustees.

I am a trained librarian with over 10 years of experience working in public libraries. I am a mother to two small children as well.

How long have you lived in Belvidere?

4 years this November.

What segment(s) of the Belvidere community do you feel you represent? (Possible examples: retiree, parent of young children, small business owner, etc.)

Parent of young children, full time working parent, working class family.

Do you presently serve in any other appointed position on a Board, Commission or Committee?

If yes, what position? If no, do you have previous experience on a Board or Commission?

No. Yes, I was previously part of the Bridge Committee for Belvidere.

Please add any other information you would like to share.

Thank you for your interest in service to the community of Belvidere.

Applicant Signature Laurie Mann

Laurie Mann
Lauriemann09@gmail.com
815.575.7571

Experience

SwedishAmerican **Rockford, Illinois**
Administrative Assistant **07/2019-Current**

Volunteer Services & Pastoral Care Department

Provide quality care in a compassionate patient- and family- centered environment.

Provide administrative support to the department director and others as assigned.

Recruit, process, and onboard new volunteers.

Function as an integral member of the department, enhancing communication, teamwork and Unit operations.

Participate in continuous quality improvement activities and educational experiences in support of departmental philosophy and objectives as well as Health System initiatives.

In addition to hospital reporting systems, prepares and maintains all financial and operational reports needed by contractor in accordance with contractor policies and procedures.

Ida Public Library **Belvidere, Illinois**
Assistant Director **08/2018-07/2019**

Works with the Director to develop policies, procedures, and fiscally responsible budgets.

Assists in evaluating the services being provided by the library in relation to goals and standards.

Assists with coordinating adult services functions including collection development and programming.

Assists with supervising and evaluating staff, and coordinates staff training.

Recruits, trains and manages volunteers.

Assists with public relations including a monthly newsletter, managing library website, and updating the library's social media accounts.

Assumes Director's duties in Director's absence.

Sycamore Public Library **Sycamore, Illinois**
Manager of Adult Services **02/2017-08/2018**

Set departmental goals, assesses staff performance, and provides reports and statistics to the Director.

Develops a proposed budget to meet the Department's goals.

Selects, purchases and weeds adult materials in accordance with the library's Collection Development Policy.

Develops and implements programs and special events that capture the interest of adults in the community.

Coordinates marketing and promotion of all departmental programs with the Marketing Coordinator.

Seeks external funds, including donations and grants, to support adult services.

Develops and maintains effective relationships with local businesses and other community agencies.

McHenry Public Library **McHenry,**
Illinois **02/2011—02/2017**
Reference Librarian & Outreach Coordinator

Deliver library services to all people through the development of outreach programs, policies, and practices.

Create and maintain relationships with community organizations to further library services with special emphasis on retired and assisted living facilities.

Provide reference and readers advisory services at a joint reference desk.

Develop social media presence to connect, engage, and build rapport with the community.

Foster workplace camaraderie through creation of staff days and social events.

Train and supervise volunteers for outreach services.

Education

Dominican University

Master's Degree, Library and Information Sciences

River Forest, Illinois

08/2013

Northern Illinois University

Bachelors of Arts, History

DeKalb, Illinois

05/2011

TIG Price Sheet Breakdown:

Breakdown is figured based off 276 phones for City and County.

The number is divided up on phone needs for each and infrastructure is a split shared cost.

City –	65	23.55%
County -	211	76.45%

Price Sheet- Purchase Total System

(\$130,961.00 without wireless LAN, needed to connect all buildings)

Total System Price w/Wireless LAN \$143,571.00

page 38 on Proposal Response

City -	\$	33,811.00
County-	\$	109,760.00

Price Sheet -Maintenance

page 40 on Proposal Response

1st year maintenance is covered with warranty, below is chart for yearly Maintenance.

	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>	<u>5th year</u>
Base Phone System	\$10,407.70	\$10,407.70	\$10,407.70	\$10,407.70
Wireless LAN	\$692.50	\$692.50	\$1,828.50	\$1,828.50
Total	\$11,100.20	\$11,100.20	\$12,236.20	\$12,236.20
City Cost	\$2,614.10	\$2,614.10	\$2,881.63	\$2,881.63
County Cost	\$8,486.10	\$8,486.10	\$9,354.57	\$9,354.57

Price Sheet – Lease Cost

page 41 on Proposal Response

60 Month Lease-Purchase

System Price and Maintenance

\$2,711.00 per month

City \$638.44 per month

County \$2,072.56 per month

60 Month Total Investment

City \$38,306.40

County \$124,353.60

Total \$162,660.00

<u>Price Point calculation</u>	<u>1st Year Cost</u>	<u>Total 5 Year System Cost</u>	<u>Points</u>
Frontier	\$162,998	\$205,341	8.5
Telcom Innovations Group	\$133,141	\$174,772	10.0

<u>Vendor Premise/Hosted</u>	<u>Frontier Premise</u>	<u>Telcom Innovations Group Premise</u>
Platform Manufacturer	Mitel	Mitel
Platform System	MiVoice Business	MiVoice Business

System Cost-Non-recurring

Base System	\$109,320	\$104,188
Installaton	\$50,119	\$19,773
Cabling	included	\$6,000
Training	\$0	\$0
Shipping	\$0	\$0
SIP gateway at City Hall		\$2,180
<u>1st Year Warranty</u>	<u>\$3,559</u>	<u>\$1,000</u>
Base System Total	\$162,998	\$133,141

Total Recurring Costs

Annual Maintenance Charges

1st Year	\$0	\$0
2nd Year	\$10,586	\$10,408
3rd Year	\$10,586	\$10,408
4th Year	\$10,586	\$10,408
5th Year	\$10,586	\$10,408
5 Year Annual Maintenance Charges	\$42,344	\$41,631
Total 5 Year System Cost	\$205,341	\$174,772

Optional Applications

Wireless WAN	\$46,649	\$9,978	This is needed for the project
	\$2,307.38-included	\$3,840	This is not needed for the project
credit for NuPoint vs MCAM	-\$12,851	\$8,346	This is not needed for the project

The breakdown that was on the RFP is for 276 phones. I broke them into 3 categories:

PSB (everything inside the PSB building regardless of city or county),

City (every city phone outside the PSB in other buildings), and

County (every county phone outside the PSB in other buildings).

This was done for the consultant cost because I was able to pay for the PSB share out of the 2018/2019 PSB budget.

Breakdown:

County –	191	69.202%
City -	37	13.405%
*PSB –	48	17.391%

*PSB has 3 categories also: City, County, Shared

City –	22
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County –	14
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Shared –	12
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(50/50 split – 6 city/6 county)

If you wanted to break it down to a % for just City and County

City –	65	23.55%
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County -	211	76.45%
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The amount per phone is .3623% of the total amount of the project.