



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

December 12, 2022
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. Building, Planning & Zoning, Unfinished Business: None.
2. Building, Planning & Zoning, New Business:
 - A. Building Department - Update.

- B. Planning & Zoning Department - Update.
- 3. Public Works, Unfinished Business: None.
- 4. Public Works, New Business:
 - A. Public Works – Update.
 - B. Easement Request – Frontier North.
- 5. Other:
 - A. Fire – FY 22 Assistance to Firefighters Grant.
 - B. Discussion on Tax Levy.
- 6. Adjournment:

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 12/6/2022
Re: Easement Request – Frontier North

Frontier North's existing conduit in North State Street has been compromised and instead of excavating in State Street to replace it, they have requested an easement from the City across Municipal Parking Lot #7. Attached to this memo is the proposed easement document. The easement will avoid any conflicts with existing or proposed utilities in Parking Lot #7.

I would therefore recommend approval of the Frontier North utility easement across Municipal Parking Lot #7.

Easement No.	22-15001
Exchange Name	Belvidere
Exchange No.	50258
Order No.	2493335
Located:	Private Easement
Acc. Code	2423 201
Linear Length	553.20'
Co Statement Date	11/21/2022

Instrument Prepared by:
 Name Paulo Javier
 Address 2239 Newburg Rd
Belvidere, IL 61008
 Tel. No. 309-820-1242

After Recording:
Return to: Right of Way Administrator
 Frontier North Inc.
 2239 Newburg Rd
 Belvidere, IL 61008

EASEMENT GRANT

For good and valuable consideration, City of Belvidere

 Grantor, hereby grants, conveys, and warrants unto Frontier North Inc. Grantee, its successors and assigns, the right, privilege, easement and authority to construct, operate, patrol, maintain and replace its communication lines, including the necessary underground cables, wires, conduits, markers and appurtenances upon, over, under and across the land hereinafter described, some of which said land may be included in the public highway, to form a part of a communication system to be owned and operated by said corporation, its successors and assigns, together with the rights of ingress and egress to said land and the right to trim now and hereafter all brush and trees along the said lines as may be necessary for the installation, operation and maintenance of said lines. The property of the undersigned over which this easement is granted and the location of the lines to be constructed thereon are described as follows: Pin # 05-26-434-008, 05-26-434-018, 05-26-434-019
05-26-434-016, 05-26-434-017

BOONE County, Illinois: SE 1/4, Section 26

Twp 44N, Range 3E, more specifically described as:

SEE UTILITY EASEMENT EXHIBIT "A" FOR EASEMENT LOCATION

- 1) This Easement Grant includes the right to place, replace, operate, and maintain additional communication lines and appurtenances, subsequent to those initially installed
- 2) The surface of the ground altered by any work or maintenance by Grantee or Grantee's agents shall be restored to the same or better condition, as nearly as may be, as existed prior to commencement of any work or maintenance. Any pavement disturbed shall be repaired promptly upon completion of any work or maintenance. During any work or maintenance, Grantee shall erect suitable barricades to protect motorists and the general public.
- 3) Grantee agrees to indemnify, defend and hold harmless the Grantor, its officers, officials and employees from any loss, damage, or expense in the nature of any legal liability which said Grantor may suffer, incur, or sustain, arising out of or as a result of Grantee's use or maintenance of the easement.
- 4) Grantor only grants Grantee an easement to place underground fiberoptic cable within the easement area as shown in Exhibit A. Grantee shall in no way, other than is permitted in this Easement, interfere with Grantor's use of the easement premises and Grantor is specifically entitled to continue utilizing the easement premises for vehicular parking and any other use that does not interfere with the purpose of the easement to install underground fiberoptic cable.

Witness his / her / their hand and seal this _____ day of _____
 A.D. _____.

(Witness) _____
(Grantor's Signature)

(Grantor's Printed Name)

(Witness) _____
(Grantor's Signature)

(Grantor's Printed Name)

(Grantor's Address including City, State, and Zip Code) _____
(Grantor's Telephone)

State of Illinois)
)
County of: Boone)

I, _____, a Notary Public in and for said
County and State, do hereby certify that _____
_____ is known to be the same person(s) who subscribed to
the foregoing instrument, and acknowledged the voluntary act, for the uses and purposes therein set
forth.

Given under my hand and notorial seal this _____ day of _____
A.D. _____.

(Notary Public's Signature)

(Notary Stamp)
Received via U.S. Mail: Yes Date , 20 No

UTILITY EASEMENT EXHIBIT "A"

CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS
 P.I.N. 05-26-434-016, 05-26-434-017, 05-26-434-018, 05-26-434-019, 05-26-434-008



LEGAL DESCRIPTION OF 5.0 FOOT UTILITY EASEMENT:
 PART OF LOTS 3, 18, 21 AND 22, IN ASSESSOR'S SURVEY OF BLOCK 2 OF
 JOEL WALKER'S ADDITION TO BELVIDERE, IN BOONE COUNTY, ILLINOIS,
 AS SHOWN ON PLAT THEREOF RECORDED IN BOOK 28 OF
 SURVEYS ON PAGE 451.

DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEASTERLY
 CORNER OF SAID LOT 3; THENCE SOUTHWESTERLY ALONG THE
 WESTERLY LINE OF SAID LOT 3, ALSO BEING THE SOUTHERLY RIGHT
 OF WAY OF LINCOLN AVENUE, SOUTH 53 DEGREES 18 MINUTES 53
 SECONDS WEST, 58.16 FEET, TO THE POINT OF BEGINNING; THENCE
 SOUTH 53 DEGREES 18 MINUTES 53 SECONDS WEST, 231.47
 FEET, TO THE WESTERLY LINE OF SAID LOT 18, ALSO BEING THE
 EASTERLY RIGHT OF WAY OF NORTH STATE STREET; THENCE NORTH
 35 DEGREES 52 MINUTES 20 SECONDS WEST, 5.00 FEET, ALONG SAID
 RIGHT OF WAY AND LOT LINE; THENCE NORTH 53 DEGREES 21
 MINUTES 55 SECONDS EAST, 228.47 FEET; THENCE NORTH 35
 DEGREES 51 MINUTES 33 SECONDS WEST, 310.73 FEET TO THE
 WESTERLY LINE OF SAID LOT 3; ALSO BEING THE SOUTHERLY RIGHT
 OF WAY OF LINCOLN AVENUE, SOUTH 53 DEGREES 18 MINUTES 53
 SECONDS WEST, 5.00 FEET, TO THE POINT OF BEGINNING
 SITUATED IN THE CITY OF BELVIDERE, COUNTY OF BOONE COUNTY
 AND STATE OF ILLINOIS.
 SAID PARCEL CONTAINS 0.062 ACRES MORE OR LESS

LEGAL DESCRIPTION PARCEL:
 SAID THE SOUTHERLY 12 FEET OF LOT 25 IN
 ASSESSOR'S SURVEY OF BLOCK 2 OF JOEL WALKER'S ADDITION TO
 BELVIDERE, IN BOONE COUNTY, ILLINOIS, ACCORDING TO THE PLAT
 THEREOF RECORDED IN BOOK 28 OF SURVEYS ON PAGE 451, ALSO A
 STRIP OF LAND 33 FEET IN LENGTH, ADJOINING THE NORTH SIDE OF
 LOT 25, IN ASSESSOR'S SURVEY OF BLOCK 2 OF JOEL WALKER'S
 ADDITION TO BELVIDERE, MORE PARTICULARLY DESCRIBED AS
 FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID
 LOT 25; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF
 LOT 24 EXTENDED, THENCE NORTHEASTERLY ALONG THE NORTHERLY
 LINE OF SAID LOT 24 EXTENDED, 22 FEET TO THE NORTHWESTERLY
 CORNER OF SAID LOT 24; THENCE SOUTHEASTERLY ALONG THE
 WESTERLY LINE OF SAID LOT 24 TO THE NORTHEASTERLY CORNER OF
 SAID LOT 25; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE
 OF SAID BELVIDERE, COUNTY OF BOONE COUNTY AND STATE OF ILLINOIS
 SAID PARCEL CONTAINS 1.704 ACRES MORE OR LESS

NOTES:

1. THERE MAY BE UNDERGROUND UTILITIES THAT ARE NOT SHOWN HEREON.
2. COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DIFFERENCE TO THE SURVEYOR AT ONCE.
3. NO DIMENSIONS ARE TO BE ASSUMED BY SCALE MEASUREMENTS.
4. THIS EASEMENT EXHIBIT IS VOID WITHOUT THE SEAL AND ORIGINAL SIGNATURE OF THE SURVEYOR.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
 COUNTY OF BOONE)

I, JEFFERSON J. BRAZAS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT AN EASEMENT EXHIBIT HAS BEEN MADE UNDER MY DIRECTION AND SUPERVISION OF THE PROPERTY SHOWN HEREON, AND THAT THE EXHIBIT PLAT DRAWN HEREON IS A CORRECT REPRESENTATION OF SAID EASEMENT. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. FIELD WORK COMPLETED NOVEMBER 17, 2022.

DATED THIS 17TH DAY OF NOVEMBER, A.D., 2022.

Jefferson J. Brazas
 JEFFERSON J. BRAZAS
 ILLINOIS PROFESSIONAL LAND SURVEYOR #33398



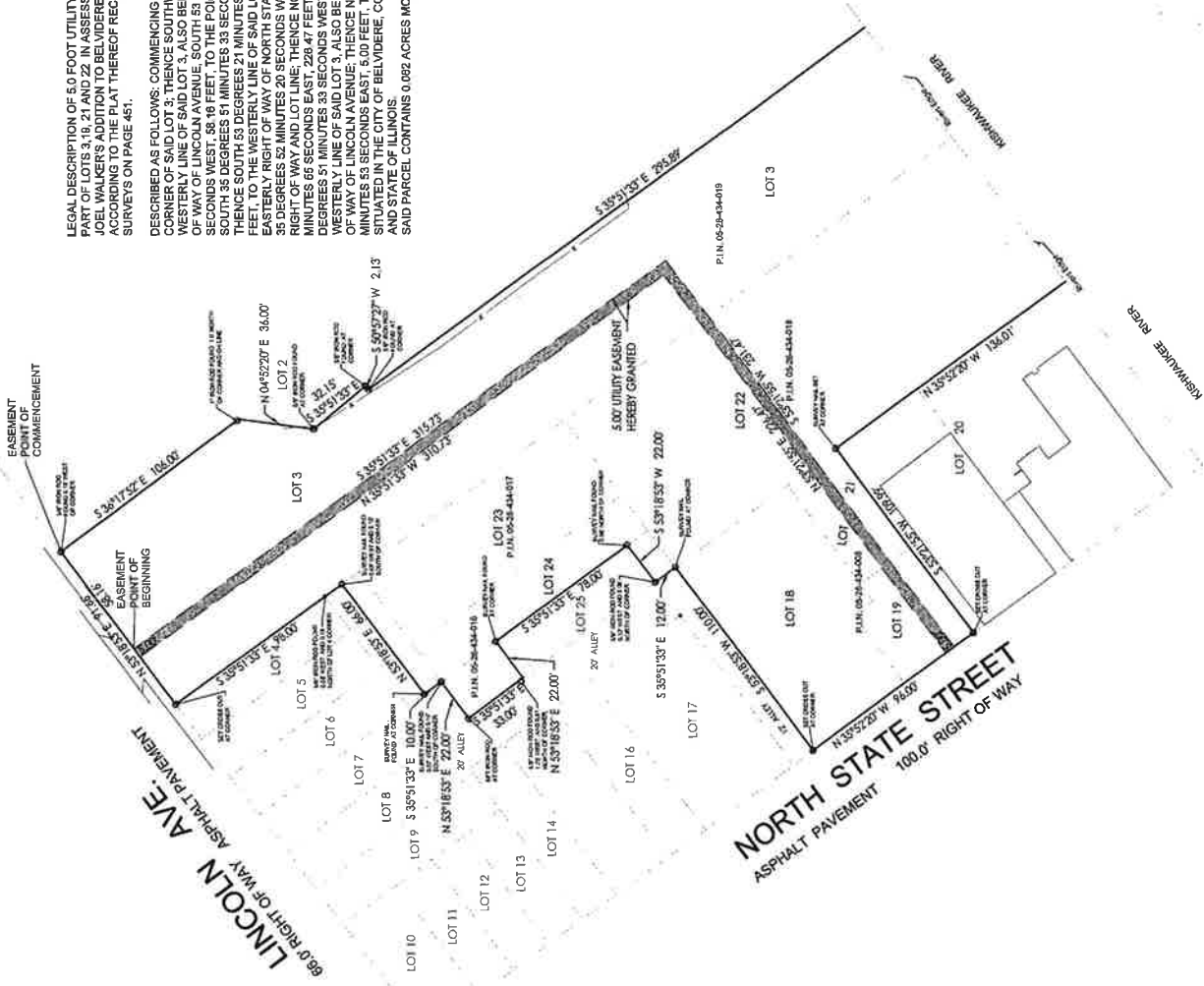
EXPIRES 11/30/2022
 700 WEST LOCUST ST., BELVIDERE, ILLINOIS 61008
 PHONE: (815) 547-8435, FAX: (815) 544-0421
 ILLINOIS DESIGN FIRM NO. 184-007260



CLIENT: FRONTIER

CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS

DATE:	11-17-2022	DRAWN BY:	JJB	SHEET	1 of 1
PROJECT NUMBER:	C111-22	DWG:	Utility Easement Exhibit		





**BELVIDERE
FIRE
DEPARTMENT**

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

From the Office of the Fire Chief

(815)544-2242

Fax (815)544-2278

Memorandum

From:	Chief Schadle	Today's Date:	12/07/2022
To:	Mayor and Council	Subject:	FY22 Assistance to FF Grant

Dear Mayor and Council,

Currently, the fire departments in Boone County utilize analog VHF communications equipment for dispatching. Analog equipment, although required on the fireground, is limited in reach. The Boone County 911 dispatch has taken steps to bolster our communications within the county in the short term, but the long term solution is to change dispatch communications to digital systems. Our current analog system does not provide portable radio coverage in areas that are greater than 3 miles from the public safety building at 615 N. Main. More powerful vehicle mobile radios have near 100% coverage countywide.

On scene radio communications are on analog systems, and this is not anticipated to change for the foreseeable future. This is due to the fact that analog systems are radio to radio and not radio to tower to radio. Therefore, all the radios that have been purchased in the past are still in use and still valuable, even if dispatch moves fire dispatch to digital.

Due to firefighters needing both analog and digital radios, there are dual band radios. The Belvidere Fire department currently has 3 dual band radios. If dispatch were to move to digital communications for dispatch we would need 14 more dual band radios to ensure our frontline vehicles had appropriate equipment.

The cost of the dual band portable radios is \$10,956.29 each. Fortunately, there is a grant available to cover 90% of the cost if approved. Boone County 911 has paid \$4,000 for a grant writer to assist us with the application.

I have been working with Boone County 911 dispatch and the other Boone County fire departments to prepare an application on behalf of all our agencies to provide the radio equipment. We all need permission from our governing bodies to authorize us to apply for this grant, and to agree to the 10% cost share if awarded.

If the grant is approved our cost will be \$15,530.06 for \$155,306.38 worth of equipment. If approved, we would find out in summer of 2023. I am requesting the following motion:

Motion to execute the memorandum of understanding to apply for the FY 2022 AFG Regional Communications Grant.

Respectfully Submitted,

Chief Shawn Schadle

MEMORANDUM OF UNDERSTANDING
Fiscal Year (FY) 2022 Assistance to Firefighters Grant
Boone County Illinois REGIONAL GRANT APPLICATION

The purpose of the grant is to move dispatch communications from VHF to Starcom (analog to digital) to improve reliability, redundancy, and interoperability.

This Memorandum of Understanding ("MOU") sets forth the terms and understanding by and between the Parties identified below regarding applying for and administering a regional FEMA Assistance to Firefighters Grant. This MOU is being entered into by and between the following listed participants (hereinafter referred to collectively as the "Parties" or individually as a "Party"):

Boone County Fire Protection District #1

120 W. Ogden St.
Capron, IL 61012
Chief Greg Holmes

Boone County Fire Protection District #2

1777 Henry Luckow Ln.
Belvidere, IL 61008
Chief Brian Kunce

North Boone Fire Protection District #3

305 W. Grove St.
Poplar Grove, IL 61065
Chief Dan Zaccard

City of Belvidere

City of Belvidere Fire Department

123 S. State St
Belvidere, IL 61008
Chief Shawn Schadle

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

WHEREAS, the City of Belvidere (the City) is a home rule unit of government within the meaning of Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Parties, through the chiefs of their respective fire departments, have formed a working committee and developed a course of action to apply for and administer a potential regional grant under the Department of Homeland Security ("OHS") Federal Emergency Management Agency's ("FEMA") Fiscal Year (FY) 2022 Assistance to Firefighters Grants Program ("AFG"); and

WHEREAS, the Parties have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the AFG program; and

WHEREAS, the City, through its Fire Department, has been selected, through this MOU, to be the host agency to prepare and file a Fiscal Year (FY) 2022 Assistance to Firefighters Grant Application (the "Application") on behalf of the Parties, to administer the potential Fiscal Year (FY) 2022 Assistance to Firefighters Grant program award, and to procure and disburse all equipment purchased under the AFG program award in the event of approval; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the Parties agree as follows:

PURPOSE

This MOU establishes the relationship between the Parties in a Regional Fiscal Year (FY) 2022 Assistance to Firefighters Grant Program grant award (the Grant) in the event of approval of the Application.

PROCEDURES

1. The City of Belvidere Fire Department will serve as the host agency to submit the Application and serve as grant administrator for the Parties in the event of approval of the Grant.
2. Pursuant to the AFG program guidelines, all items approved under the Application will be procured and administered through the City of Belvidere Fire Department in the event of approval of the Application.
3. The City of Belvidere Fire Department agrees, as the host agency, to provide accountability for the assets acquired under the regional AFG award and provide reporting requirement deliverables. As such, the Parties agree to provide the City of Belvidere Fire with this information on a timely basis to remain in compliance with the requirements of the grant. Each Party shall own and be responsible for maintenance, replacement and continuing support or licensing for each asset acquired under the Grant and provided to the Party. The City shall not be responsible in any manner for the condition, maintenance, replacement, or support for any such asset and any such asset will be tendered in "as is" condition with respect to the City of Belvidere. The City of Belvidere specifically disclaims all warranties, including but not limited to, the warranties of merchantability and fitness for a particular purpose.
4. Each Party agrees to accept the Fiscal Year (FY) 2022 Assistance to Firefighters Grant program award and accept their respective equipment as listed in the Application in the event of approval.
5. Each Party agrees to provide a required cash match in the amount of 10% of the total cost of their requested items as detailed in the Application as required under the regional AFG program guidelines. The required match shall be paid by the Parties within thirty (30) days after receipt of notice from the City of Belvidere Fire Department, and in advance of equipment procurement.
6. The grant award to each Party will be distributed as shown on the attached Appendix "A."
7. In the event of a reduced award, the Parties agree to accept this reduced amount and each Party shall provide a 10% cash match on the total reduced award amount of their approved items.

8. The 10% cash match plus any expenditure beyond the grant award for a Party's approved item(s) remains the sole responsibility of that Party.
9. The Parties agree to allow The City of Belvidere Fire Department to procure and distribute their respective assets, if awarded under the regional AFG program.
10. Each Party agrees to promptly provide any additional documentation to the City of Belvidere Fire Department, as requested, that may be necessary in connection with the grant.
11. Each Party agrees to promptly return to The City of Belvidere Fire Department any equipment or deliverables that are received in error.
12. The Parties will implement this potential collaboration during the one-year period commencing on the effective date of the potential grant award plus any potential grant extension period and grant close-out period. Unless renewed by the Parties, this MOU will expire at the end of the grant period, including the close-out period.
13. The Parties agree to indemnify, defend and hold harmless the City of Belvidere, and its officers, employees and officials from any claim, action, or liability in any way related to the City's service as the host agency, including but not limited to any action or claim by the State of Illinois or the Federal Government relating to the Grant and the Application.
14. This Agreement embodies the entire agreement between the parties with respect to the Grant and the Application. No extension or amendment of this Agreement shall be made or claimed by any party to have any force or effect whatsoever, unless such extension or amendment shall be set forth in writing and signed by all the parties hereto.
15. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
16. Any headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
17. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflicts of law rules. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, such invalidation shall not render invalid any other provisions of this Agreement which can be given effect without the invalid provision.
18. Each person signing this Agreement certifies that they have the authority to execute the Agreement and that the Agreement together with all related expenditures and actions has been properly approved by their respective governing bodies.

[The remainder of this page is left blank intentionally]

Appendix A Equipment Requested and Costs

2022 Boone County Communications Grant			ALL DEPTS TOTAL	
ITEM	QTY	Unit Cost	COST	
Dual Band Radios	68	\$ 10,298.48	\$	700,296.64
Batteries	68	\$ 188.71	\$	12,832.28
Remote Speaker Microphones	68	\$ 469.10	\$	31,898.80
Single Charging Devices	16	\$ 151.21	\$	2,419.36
Bank Chargers	4	\$ 1,313.48	\$	5,253.92
			TOTAL	\$ 752,701.00
BCFPD 1				
Dual Band Radios	14	\$ 10,298.48	\$	144,178.72
Batteries	14	\$ 188.71	\$	2,641.94
Remote Speaker Microphones	14	\$ 469.10	\$	6,567.40
Single Charging Devices	4	\$ 151.21	\$	604.84
Bank Chargers	1	\$ 1,313.48	\$	1,313.48
			TOTAL	\$ 155,306.38
BCFPD 2				
Dual Band Radios	22	\$ 10,298.48	\$	226,566.56
Batteries	22	\$ 188.71	\$	4,151.62
Remote Speaker Microphones	22	\$ 469.10	\$	10,320.20
Single Charging Devices	4	\$ 151.21	\$	604.84
Bank Chargers	1	\$ 1,313.48	\$	1,313.48
			TOTAL	\$ 242,956.70
BCFPD 3				
Dual Band Radios	18	\$ 10,298.48	\$	185,372.64
Batteries	18	\$ 188.71	\$	3,396.78
Remote Speaker Microphones	18	\$ 469.10	\$	8,443.80
Single Charging Devices	4	\$ 151.21	\$	604.84
Bank Chargers	1	\$ 1,313.48	\$	1,313.48
			TOTAL	\$ 199,131.54
Belvidere Fire				
Dual Band Radios	14	\$ 10,298.48	\$	144,178.72
Batteries	14	\$ 188.71	\$	2,641.94
Remote Speaker Microphones	14	\$ 469.10	\$	6,567.40
Single Charging Devices	4	\$ 151.21	\$	604.84
Bank Chargers	1	\$ 1,313.48	\$	1,313.48
			TOTAL	\$ 155,306.38

MEMORANDUM OF UNDERSTANDING
Fiscal Year (FY) 2020 Assistance to Firefighters Grant
Boone County Illinois REGIONAL GRANT APPLICATION

SIGNATURE PAGE:

Boone County Fire Protection District #1
Chief Greg Holmes

Signature Date:

Boone County Fire Protection District #2
Chief Brian Kunce

Signature Date:

North Boone Fire Protection District #3
Chief Dan Zaccard

Signature Date:

City of Belvidere Fire Department
Chief Shawn Schadle

Signature Date: