

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
AGENDA

September 5, 2023

Convened in the Council Chambers, 401 Whitney Blvd, Belvidere IL at 6:00 p.m.

(1) Roll Call:

(2) Pledge of Allegiance:
Invocation:

(3) Public Comment: (Please register with the City Clerk):

(4) Approval of Minutes:

(A) Approval of Minutes of the regular meeting of the Belvidere City Council of August 21, 2023; as presented.

(5) Public Hearing: None.

(6) Special Messages and Proclamations: None.

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Approval of Minutes of Committee of the Whole – Public Safety, Finance & Personnel of August 28, 2023; as presented.

(9) Unfinished Business:

(A) Ord. #634H – 2nd Reading: An Ordinance Amending Section 110-91, Stop Streets, of the City of Belvidere Municipal Code to add West 5th Street at 8th Avenue as Two-Way Stop.

(B) Ord. #635H – 2nd Reading: An Ordinance Amending Section 110-92, Yield Intersections of the City of Belvidere Municipal Code to Add Willow Street as a Two-Way Yield at Beacon Drive.

(C) Ord. #636H – 2nd Reading: An Ordinance Amending Section 74-221 of the City of Belvidere Municipal Code Relating to Fireworks.

(10) New Business:

(A) Ord. #637H – 1st Reading: An Ordinance Amending the Investment Policy of the City of Belvidere, Illinois.

- (B) Motion to Waive Section 2-88, Referral to Committees, of the City of Belvidere Municipal Code with respect to Ord. #638H.
- (C) Ord. #638H – 1st & 2nd Reading: An Ordinance Authorizing the City of Belvidere, Boone County, Illinois to Borrow Funds from the Illinois Public Water Supply Loan Program.
- (D) Res. #2023-21 – A Resolution Approving an Intergovernmental Agreement Between School District 100 and the City of Belvidere for EMS Non-Transport Services.

Motions forwarded from Committee of the Whole – Public Safety, Finance & Personnel of August 28, 2023.

Motions of Public Safety – Chairman Matthew Fleury:

- (A) Motion to approve the street closure request for State Street from Lincoln Avenue to 1st Street, as well as Logan Avenue between State and Main Street on Wednesday, October 25, 2023, between 3pm and 7:30pm.
- (B) Motion to approve Lulac Belvidere Parade Request.

(11) Other:

- (A) Executive Session for appointment, employment, compensation, discipline, performance, or dismissal of a specific employee pursuant to 2(c)(1) of the Open Meetings Act and for litigation, either pending or imminent pursuant to 2(c)(11) of the Open Meetings Act.

(12) Adjournment:

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
MINUTES

Date: August 21, 2023

Convened in the Belvidere Council Chambers, 401 Whitney Blvd, Belvidere Illinois
at 7:00 p.m.

Call to order by Mayor Morris.

(1) Roll Call: Present: J. Albertini, M. Fleury, W. Frank, M. Freeman, S. Gramkowski,
M. McGee, N. Mulhall and D. Snow.

Absent: R. Brereton and T. Porter.

Other staff members in attendance:

Public Works Director Brent Anderson, Fire Chief Shawn Schadle, Police Chief Shane
Woody, Director of Buildings Kip Countryman, Community Development Planner Gina
DelRose, Budget and Finance Officer Shannon Hansen, City Attorney Mike Drella and
City Clerk Sarah Turnipseed.

(2) Pledge of Allegiance:
Invocation: Mayor Morris.

(3) Public Comment:

(A) Fire Chief Shawn Schadle commented on the new Fire Engine (2022 Pierce
Saber urban side mount pumper) is officially in service.

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of
August 7, 2023; as presented.

Motion by Ald. McGee, 2nd by Ald. Mulhall to approve the minutes of the regular
meeting of the Belvidere City Council of August 7, 2023. Aye voice vote carried.
Motion carried.

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

(A) Proclamation for Constitution Week presented to Laura Przybylski.
(B) Proclamation for Star – Spangled Banner Day presented to Kathy Hughes.

Belvidere City Council
August 21, 2023

(C) Report of Growth Dimensions by Executive Director Pam Lopez-Fettes.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$2,367,004.20
Water & Sewer Fund Expenditures: \$1,353,178.70

Motion by Ald. Snow, 2nd by Ald. Albertini to approve the General & Special Fund Expenditures in the amount of \$2,367,004.20. Roll Call Vote: 8/0 in favor. Ayes: Albertini, Fleury, Frank, Freeman, Gramkowski, McGee, Mulhall and Snow. Nays: None. Motion carried.

Motion by Ald. Fleury, 2nd by Ald. Albertini to approve the Water & Sewer Fund Expenditures in the amount of \$1,353,178.70. Roll Call Vote: 8/0 in favor. Ayes: Fleury, Frank, Freeman, Gramkowski, McGee, Mulhall, Snow and Albertini. Nays: None. Motion carried.

(8) Committee Reports and Minutes of City Officers:

- (A) Monthly Report of Belvidere Police Department Overtime Pay for July 2023.
- (B) Monthly Report of Belvidere Fire Department Overtime Pay for July 2023.
- (C) Monthly Report of Community Development Department/Planning Department for July 2023.
- (D) Monthly Report of Building Department Revenues, Residential Building Permits, Commercial Permits and Case Reports for July 2023.
- (E) Monthly General Fund Report for July 2023.
- (F) Monthly Water/Sewer Fund Report July 2023.
- (G) Monthly CD Investments for July 2023.

Let the record show these reports were placed on file.

- (H) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of August 14, 2023.

Motion by Ald. Fleury, 2nd by Ald. Snow to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of August 14, 2023. Aye voice vote carried. Motion carried.

(9) Unfinished Business:

- (A) Ord. #633H – 2nd Reading: An Ordinance Amending Section 2-61 Meetings Time and Place of the City of Belvidere Municipal Code.

Motion by Ald. Albertini, 2nd by Ald. Fleury to pas Ord. #633H. Discussion took place concerning meeting time. Roll Call Vote: 6/2 in favor. Ayes: Freeman, McGee, Mulhall, Snow, Albertini and Fleury. Nays: Frank and Gramkowski. Motion carried.

(10) New Business:

- (A) Ord. #634H – 1st Reading: An Ordinance Amending Section 110-91, Stop Streets, of the City of Belvidere Municipal Code to add West 5th Street at 8th Avenue as Two-Way Stop.
- (B) Ord. #635H – 1st Reading: An Ordinance Amending Section 110-92, Yield Intersections of the City of Belvidere Municipal Code to Add Willow Street as a Two-Way Yield at Beacon Drive.
- (C) Ord. #636H – 1st Reading: An Ordinance Amending Section 74-221 of the City of Belvidere Municipal Code Relating to Fireworks.

Let the record show that Ordinances #634H, #635H and #636H were placed on file for first reading.

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of August 14, 2023.

- (A) Motion to approve the Special Use Extension for 2061-2115 North State Street for one year. Roll Call Vote: 8/0 in favor. Ayes: Freeman, Gramkowski, McGee, Mulhall, Snow, Albertini, Fleury and Frank. Nays: None. Motion carried.
- (B) Motion to approve the cost of the NBIS biennial bridge inspections on a time and material basis, not-to-exceed \$13,500.00. This work will be paid for from Line Item #01-5-360-6140 Engineering Services. Roll Call Vote: 8/0 in favor. Ayes: Gramkowski, McGee, Mulhall, Snow, Albertini, Fleury, Frank and Freeman. Nays: None. Motion carried.
- (C) Motion to approve Amendment #1 to the Engineering Services Agreement with Strand Associates for Well #11, in the amount not-to-exceed \$8,550.00. This work will be paid for from the Water Plant Depreciation Fund. Roll Call Vote: 8/0 in favor. Ayes: McGee, Mulhall, Snow, Albertini, Fleury, Frank, Freeman and Gramkowski. Nays: None. Motion carried.
- (D) Motion to approve the use of \$816,000.00 of ARPA funds in FY24 for the construction costs related to the Primary Clarifier Upgrades. Roll Call Vote: 8/0 in favor. Ayes: Mulhall, Snow, Albertini, Fleury, Frank, Freeman, Gramkowski and McGee. Nays: None. Motion carried.
- (E) Motion to accept the donation of \$100.00, check #4566 from Paul and Dorothy Hale, to be used for the Qualification Banquet this October. Roll Call Vote 8/0 in favor. Ayes: Snow, Albertini, Fleury, Frank, Freeman, Gramkowski, McGee and Mulhall. Nays: None. Motion carried.

(F) Motion to approve the proposal from Aldos Inc. in the amount of \$40,933.00 to replace the concrete approach at Station 2 and repair the Station 2 drains. This work will be paid for from Capital Funds. Roll Call Vote: 8/0 in favor. Ayes: Albertini, Fleury, Frank, Freeman, Gramkowski, McGee, Mulhall and Snow. Nays: None. Motion carried.

(G) Motion to approve the proposal from Aldos Inc. in the amount of \$25,636.50 to replace the concrete approach at Station 1. This work will be paid for from Capital Funds. Roll Call Vote: 8/0 in favor. Ayes: Fleury, Frank, Freeman, Gramkowski, McGee, Mulhall, Snow and Albertini. Nays: None. Motion carried.

(H) Motion to approve the proposal from Lifestyle- Garage for \$18,000.00 to resurface the Station 2 apparatus bay floor. This work will be paid for from Capital Funds. Roll Call Vote: 8/0 in favor. Ayes: Frank, Freeman, Gramkowski, McGee, Mulhall, Snow, Albertini and Fleury. Nays: None. Motion carried.

(11) Adjournment:

Motion by Ald. Fleury, 2nd by Ald. Albertini to adjourn meeting at 7:43p.m. Aye voice vote carried. Motion carried.

Mayor

Attest:

City Clerk

Minutes
Committee of the Whole
Public Safety and Finance and Personnel
August 28, 2023
6:00 p.m.

Date: August 28, 2023

Convened in the Belvidere Council Chambers, 401 Whitney Blvd., Belvidere, Illinois at 6:00p.m.

Call to Order – Mayor Clinton Morris:

Roll Call:

Present: J. Albertini, M. Fleury, W. Frank,
S. Gramkowski, M. McGee N. Mulhall and D. Snow.

Absent: R. Brereton, M. Freeman and T. Porter.

Other staff members in attendance:

Public Works Director Brent Anderson, Budget and Finance Officer Shannon Hansen, Police Chief Shane Woody, Fire Chief Shawn Schadle, City Attorney Mike Drella and City Clerk Sarah Turnipseed.

Public Comment: (A) Derrick Williams spoke concerning excessive speeding on East 2nd Street.

Public Forum: (A) Boone County Public Health Administrator Amanda Mehl, Police Chief Shane Woody and Boone County Clerk and Recorder Julie Bliss presented an update on the Community Law Enforcement Officer Grant Program.

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.
2. Public Safety, New Business:
(A) Police Department – Update.

Police Chief Shane Woody presented an update.

(B) Fire Department - Update.

Fire Chief Shawn Schadle presented an update.

(C) Fire Department – Intergovernmental Agreement for EMS Non-Transport Services Between School District 100 and the City of Belvidere.

Motion by Ald. Albertini, 2nd by Ald. Snow to enter into an Intergovernmental Agreement for EMS Non-Transport Services Between School District 100 and the City of Belvidere. Discussion took place concerning agreement. Aye voice vote carried. Motion carried.

3. Finance & Personnel, Unfinished Business: None.

4. Finance & Personnel, New Business:

(A) Finance Department – Update.

Budget and Finance Officer Shannon Hansen presented an update.

(B) City of Belvidere Investment Policy.

Motion by Ald. Fleury, 2nd by Ald. McGee to approve amending the Investment Policy of the City of Belvidere as presented on August 28th, 2023. Aye voice vote carried. Motion carried.

5. Other:

(A) Public Works – IEPA Public Water Supply Loan Program – Well #11.

Motion by Ald. Snow, 2nd by Ald. McGee to forward the debt authorization ordinance for IEPA Project #L174188 to City Council. Aye voice vote carried. Motion carried.

(B) Public Works – Waive the 2-week layover requirement of Section 2-87(g) of the City of Belvidere Municipal Code with respect to IEPA Public Water Supply Loan Program – Well #11.

Motion by Ald. Frank, 2nd by Ald. Fleury to Waive the 2-week layover requirement of Section 2-87(g) of the City of Belvidere Municipal Code with respect to IEPA Public Water Supply Loan Program. Aye voice vote carried. Motion carried.

(C) Belvidere Area Chamber Commerce – Street Closure for Downtown Business Trick or Treat Event.

Motion by Ald. Snow, 2nd by Ald. Mulhall to approve the street closure request from the Belvidere Area Chamber of Commerce for State Street from Lincoln Avenue to 1st Street, as well as Logan Avenue between State and Main Street on Wednesday, October 25, 2023, between 3:00pm and 7:30pm. Discussion took place including Lee Revels with the Belvidere Area Chamber of Commerce concerning request. Aye voice vote carried. Motion carried.

(D)LULAC Belvidere Parade Request.

Motion by Ald. Snow, 2nd by Ald. McGee to approve Lulac Belvidere Parade Request. Aye voice vote carried. Motion carried.

6. Adjournment:

Motion by Ald. McGee 2nd by Ald. Frank to adjourn meeting at 7:14p.m. Aye voice carried. Motion carried.

_____ Mayor

Attest: _____ City Clerk

ORDINANCE #634H
 AN ORDINANCE AMENDING SECTION 110-91, STOP STREETS,
 OF THE CITY OF BELVIDERE MUNICIPAL CODE
 TO ADD WEST 5th STREET AT 8th AVENUE
 AS TWO-WAY STOP

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belvidere as follows:

SECTION 1: Section 110-91, Stop Streets, of the City of Belvidere Municipal Code is hereby amended to add the intersection of Garfield Ave. and West 5th St. as a two-way stop intersection on West 5th St. as follows:

West 5 th St.	8 th Ave.	2 Way Stop on West 5 th Ave. at 8 th Ave.	
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SECTION 2: The Official Traffic Regulation Map shall be amended in conformance with this Ordinance.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Voting Aye: .
 Voting Nay: .
 Absent: .

APPROVED:

Mayor Clinton Morris

ATTEST:

City Clerk Sarah Turnipseed

(SEAL)

Passed:
Approved:
Published:

ORDINANCE #635H
AN ORDINANCE AMENDING SECTION 110-92, Yield Intersections,
OF THE CITY OF BELVIDERE MUNICIPAL CODE
TO ADD WILLOW STREET AS A TWO-WAY YIELD
AT BEACON DRIVE

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belvidere as follows:

SECTION 1: Section 110-92, Yield Intersections, of the City of Belvidere Municipal Code is hereby amended to add the intersection of Willow St. and Beacon Drive as a two-way yield intersection on Willow St. as follows:

Willow St.	Beacon Drive	2 Way Yield on Willow Street Yielding to Beacon Drive.	
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SECTION 2: The Official Traffic Regulation Map shall be amended in conformance with this Ordinance.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Voting Aye:

Voting Nay:

Absent:

APPROVED:

Mayor Clinton Morris

ATTEST:

City Clerk Sarah Turnipseed

(SEAL)

Passed:
Approved:
Published:

ORDINANCE #636H
AN ORDINANCE AMENDING SECTION 74-221 OF THE CITY OF BELVIDERE
MUNICIPAL CODE
RELATING TO FIREWORKS

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belvidere as follows:

SECTION 1: Section 74-221 of the City of Belvidere Municipal Code is amended read as set forth in the Attached Exhibit A which is incorporated herein increasing the minimum fine for a violation to \$500.00.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

Voting Aye:
Voting Nay: .
Absent:

APPROVED:

Mayor Clinton Morris

ATTEST:

City Clerk Sarah Turnipseed

(SEAL)

Passed:
Approved:
Published:

Sec. 74-221. Fireworks.

- (a) *Fireworks defined:* The term fireworks shall mean and include any explosive composition, or any substance or combination of substances, or article prepared for the purpose of producing a visible or audible effect of a temporary exhibitional nature by explosion, combustion, deflagration or detonation, and shall include blank cartridges, toy cannons, in which explosives are used, the type of balloons which require fire underneath to propel the same, firecrackers, torpedoes, skyrockets, Roman candles, bombs, or other fireworks of like construction and any fireworks containing any explosive compound, or any tablets or other device containing any explosive substance, or containing combustible substances producing visual effects, provided, however, that the term "fireworks" shall not include snake or glow worm pellets, smoke devices, trick noisemakers known as "party poppers," "booby traps," "snappers," "trick matches," "cigarette loads" and "auto burglar alarms," sparklers, toy pistols, toy canes, toy guns or other devices in which paper or plastic caps containing 25 hundredths grains or less of explosive compound are used, providing they are so constructed that the hand cannot come in contact with the cap when in place for the explosion, and toy pistol paper or plastic caps which contain less than twenty hundredths grains of explosive mixture, the sale and use of which shall be permitted at all times.
- (b) Sale, use or explosion prohibited. Except as hereinafter provided, it shall be unlawful for any person, firm, co-partnership, or corporation to knowingly possess, offer for sale, expose for sale, sell at retail, or use or explode any fireworks, provided that the corporate authorities grant permits for supervised public displays of fireworks. Every such display shall be handled by a competent individual who is licensed as a lead pyrotechnic operator. Application for permits shall be made in writing at least 15 days in advance of the date of the display. After such privilege shall have been granted, sales, possession, use and distribution of fireworks for such display shall be lawful for that purpose only. No permit granted shall be transferable.

No permit shall be required, under the provisions of this section, for supervised public displays by the city.

The governing body shall require proof of insurance from the permit applicant in a sum not less than \$1,000,000.00 conditioned on compliance with the provisions of this law and the regulations of the state fire marshal which are hereby adopted by this reference.

Possession by any party holding a certificate of registration under "The Fireworks Regulation Act of Illinois," [FN1] filed July 20, 1935, or by any employee or agent of such party or by any person transporting fireworks for such party, shall not be a violation, provided such possession is within the scope of business of the fireworks plant registered under that act.

- (c) *Protected areas:* No fireworks shall be discharged, ignited or exploded at any point in the city within 600 feet of any hospital, asylum or infirmary.
- (d) *Fireworks showers:* The use of what are technically known as fireworks showers or any mixture containing potassium chlorate, and sulphur in theatres or public halls is hereby prohibited.
- (e) Transportation signals or fuses. Nothing in these regulations shall be construed as prohibiting the manufacture, storage or use of signals or fuses necessary for the safe operation of railroads, trucks, aircraft, or other instrumentalities of transportation.
- (f) *Public property:* The sale and use of sparklers or similar items on public property is hereby prohibited.
- (g) *Nuisance declared and penalties:*
- (1) Any violation of this section is hereby declared to be a public nuisance.
 - (2) Any person violating this section shall pay a fine of not less than \$500.00 nor more than \$750.00. In sentencing, the court shall consider the amount and type of fireworks as well as any prior violations of this section.
 - (3) Upon a finding or plea of guilty, the court shall direct, by appropriate order, the city to safely destroy the confiscated fireworks without compensation to the owner or defendant.

ORDINANCE #637H

AN ORDINANCE AMENDING THE INVESTMENT POLICY
OF THE CITY OF BELVIDERE, ILLINOIS

NOW, THEREFORE, be it ordained by the City Council of the City of Belvidere as follows:

Section 1: The Corporate Authorities of the City of Belvidere hereby adopt the Investment Policy, which is attached hereto and incorporated herein as Exhibit A.

Section 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict. Ordinance 71H and Resolution 1042-2010 are hereby repealed and replaced with this Ordinance.

Section 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Ayes:

.

Nays:

APPROVED:

Mayor Clinton Morris

ATTEST:

City Clerk Sarah Turnipseed

(SEAL)

Passed:
Approved:
Published:

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THE
INVESTMENT POLICY
of the City of
Belvidere, Illinois
2023

1.01 Policy:

It is the policy of the City of Belvidere to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

1.02 Scope:

This policy includes all funds governed by the City Council.

1.03 Prudence:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio.

1.04 Objective:

The primary objective, in order of priority, shall be:

- Legality - conformance with federal, state, and other legal requirements
- Safety - preservation of capital and protection of investment principal
- Liquidity - maintenance of sufficient liquidity to meet operating requirements
- Yield - attainment of market rates of return

The portfolio should be reviewed periodically as to its effectiveness in meeting the entity's needs for safety, liquidity, rate of return, diversification and its general performance.

1.05 Delegation of Authority:

Management and administrative responsibility for the investment program that is not under the statutory authority of the City Treasurer is hereby delegated to the Financial Manager who, under the delegation of the City Council, shall establish written procedures for the operation of the investment program.

1.06 Ethics and Conflicts of Interest:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions.

1.07 Authorized Financial Dealers and Institutions:

The Finance Manager will maintain a) a list of financial institutions authorized to provide investment services; and b) a list of approved security broker/dealers selected by credit worthiness. See Attachment A

1.08 Authorized and Suitable Investments:

Investments may be made in any type of security allowed for in Illinois statutes regarding the investment of public funds.

Investments shall be made that reflect the cash flow needs of the fund type being invested.

1.09 Collateralization:

Funds on deposit (checking accounts, certificates of deposit, etc.) in excess of FDIC limits must be secured by some form of collateral, witnessed by a written agreement and held at an independent third-party custodian designated by the Finance Manager and evidenced by safekeeping receipts and a written custodial agreement.

1.10 Safekeeping and Custody:

All security transactions, including collateral for repurchase agreements, entered into by the City of Belvidere, shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by an independent third-party custodian designated by the Finance Manager and evidenced by safekeeping receipts and a written custodial agreement.

1.11 Diversification:

The City of Belvidere shall diversify its investments to the best of its ability based on the type of funds invested and the cash flow needs of those funds. Diversification can be by type of investment, number of institutions invested in, and length of maturity.

1.12 Maximum Maturities:

To the extent possible, the City of Belvidere shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City of Belvidere will not directly invest in securities maturing more than three (3) years from the date of purchase.

Reserve funds may be invested in securities exceeding three (3) years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

1.13 Internal Control:

The Finance Manager is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The integral control structure shall be designed to provide reasonable assurance that these objectives are met. The integral controls shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting

- Custodial safekeeping
- Written confirmation of telephone transactions for investments and wire transfers

1.14 Performance Standards:

This investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a comparable rate of return during a market/economic environment of stable interest rates. Portfolio performance should be compared to benchmarks with similar maturity, liquidity, and credit quality as the portfolio. Benchmarks to be used by the City of Belvidere shall be the 90-day T-Bill, the 6-month T-Bill, and the Illinois Fund.

1.15 Reporting:

The Treasurer and the Finance Manager shall prepare an investment report at least monthly. The report should be provided to the City Council and available on request. The report should be in a format suitable for review by the general public. (An annual report should also be provided to the City Council.)

1.16 Marking to Market:

A statement of the market value of the portfolio shall be issued "to the City Council quarterly.

1.17 Investment Policy Adoption:

The investment policy shall be adopted by the City Council. The policy shall be reviewed on an annual basis by the Treasurer and the Finance Manager and any modifications made thereto must be approved by the City Council.

Attachment A (Investment Policy)

Authorized Financial Institutions

Blackhawk State Bank
Byron Bank
First National Bank
Midland States Bank
Stillman Bank
US Bank (Illinois Funds)
Illinois Metropolitan Investment Fund (IMET)

Security Brokers/Dealers

MB Financial
Wachovia, a Wells Fargo Company

ORDINANCE NUMBER #638H

AN ORDINANCE AUTHORIZING THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS TO BORROW FUNDS FROM THE ILLINOIS PUBLIC WATER SUPPLY LOAN PROGRAM

WHEREAS, the City of Belvidere, Boone County, Illinois, operates its sewerage system (“the System”) and in accordance with the provisions of Section 6 of Article VII of the 1970 Constitution of the State of Illinois and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the City adopts this ordinance and approves the loan contemplated herein pursuant to its home rule authority as opposed to any authority granted pursuant to the Illinois Municipal Code, including but not limited to division 139 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-139 et seq.).

WHEREAS, the Mayor and City Council of the City of Belvidere (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

Drilling and construction of a new potable water well, Well 11.

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the City of Belvidere, which Project has a useful life of greater than twenty years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$1,800,000.00, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in twenty years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City of Belvidere from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid solely from revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City of Belvidere is authorized to borrow funds, pursuant to its home rule authority and without regard to the Illinois Municipal Code, from the Public Water Supply Loan Program in the aggregate principal amount of \$1,800,000.00 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City of Belvidere shall be made pursuant to a Loan Agreement in substantially the same form as the Loan Agreement attached hereto as Exhibit A, including certain terms and conditions between the City of Belvidere and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the City of Belvidere, Boone County, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the City of Belvidere to construct the Project for the public health, safety, and welfare, in accordance with the plans and

specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City of Belvidere in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$1,800,000.00.

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City of Belvidere may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City of Belvidere to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF THE CITY OF BELVIDERE

Repayment of the loan to the Illinois Environmental Protection Agency by the City of Belvidere pursuant to this Ordinance is to be solely from the revenue derived from revenues of the System, and the loan does not constitute an indebtedness of the City of Belvidere within the meaning of any constitutional or statutory limitation and is non-recourse to other funds or sources of revenue for the City of Belvidere.

SECTION 5. APPLICATION FOR LOAN

The Director of Public Works is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the Project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. RESERVE ACCOUNTS

As long as the City of Belvidere has outstanding senior bonds that are payable from revenues of the system, the City of Belvidere shall maintain an account, coverage, and reserves equivalent to the account(s), coverage(s) and reserve(s) required by the outstanding ordinance(s).

**SECTION 8. AUTHORIZATION OF MAYOR TO EXECUTE
LOAN AGREEMENT**

The Mayor is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 9. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

PASSED by the Corporate Authorities on

APPROVED _____.

Mayor
City of Belvidere
Boone County, Illinois

AYES:

.

Nays:

Absent:

Date Passed:

Date Approved:

Date Published:

ATTEST:

City Clerk
City of Belvidere
Boone County, Illinois

LENDER:

Illinois Environmental Protection Agency
Bureau of Water
Infrastructure Financial Assistance Section
P.O. Box 19276
1021 North Grand Avenue, East
Springfield, IL 62794-9276

RECIPIENT:

City of Belvidere
401 Whitney St.
Belvidere, IL 61008

FEIN:

TERMS OF THE LOAN

Loan amount:	\$ [REDACTED]	Construction start:	<u>Estimated Dates</u>	8/7/2023
Annual fixed loan rate:	[REDACTED] %	Construction complete:		1/8/2024
Term:	20 years	Initiation of operation:		11/6/2023
Repayments:	Semi-Annual	Initiation of repayment period:		11/6/2023
		First repayment due:		5/6/2024
		Final repayment due:		11/6/2053

LOAN OFFER AND ACCEPTANCE

Offer by the State of Illinois Environmental Protection Agency

The Director (herein called the "Director") of the Illinois Environmental Protection Agency (herein called the "Agency") pursuant to the Environmental Protection Act, hereby offers to make a loan from the Water Revolving Fund, up to and not exceeding the above specified amount, at the fixed loan rate and repayment period given above, for the support of the efforts contained in the Project Description, herein. This Loan Offer is subject to all applicable State and Federal statutory and regulatory provisions, Standard and Special Loan Conditions, Procedures For Issuing Loans From the Public Water Supply Loan Program (35 Ill. Adm. Code 662) and the terms specified in the Letter of Transmittal, attached hereto and included herein by reference.

	Director	John J. Kim	
Agency Signature	Title	Name	Date

This offer must be accepted on or before ____.

Acceptance on behalf of the Borrower

Authorized Representative (Signature)	Date
---------------------------------------	------

Name and Title of Authorized Representative (Type or Print)

PROJECT DESCRIPTION

This project will...

PROJECT BUDGET

	TOTAL	ELIGIBLE
Design Engineering -	██████████	██████████
Construction Engineering -	██████████	██████████
Construction -	██████████	██████████
Contingency	██████████	██████████
TOTAL	██████████	██████████

The loan amount is \$ ██████████.

OTHER FUNDING SOURCES/COSTS EXCLUDED

None

SPECIAL CONDITIONS

1. In accordance with the Procedures for Issuing Loans from the Public Water Supply Loan Program Title 35 Ill. Adm. Code 662. 250 (Loan Rules), \$ ██████████ of the loan amount will be forgiven by the State of Illinois (State) pursuant to principal forgiveness provisions contained in the Loan Rules.

STANDARD CONDITIONS

Please see Attachment A.

Attachment A

Loan Recipient: City of Belvidere
L17XXXX

Loan Agreement –Standard Conditions Illinois EPA Public Water Supply Loan Program

1. PROJECT SCHEDULE

For the purposes of this agreement, the start date will be the date the agreement is executed by the loan recipient and the complete date will be the date of final repayment. Any obligation of the State of Illinois and the Agency to make any disbursement of loan funds shall terminate unless this project work is initiated and completed in accordance with the schedule contained in the Loan Agreement.

2. AVAILABILITY OF APPROPRIATIONS; SUFFICIENCY OF FUNDS

This Loan Agreement is contingent upon and subject to the availability of sufficient funds. The Agency may terminate or suspend this Loan Agreement, in whole or in part, without penalty or further disbursements being required, if (i) sufficient State funds have not been appropriated to the Agency or sufficient Federal funds have not been made available to the Agency by the Federal funding source, (ii) the Governor or the Agency reserves appropriated funds, or (iii) the Governor or the Agency determines that appropriated funds or Federal funds may not be available for payment. The Agency shall provide notice, in writing, to the loan recipient of any such funding failure and its election to terminate or suspend this Loan Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the loan recipient's receipt of notice. Should the Agency terminate or suspend this Loan Agreement as described above, the loan recipient shall still be required to repay to the Agency in accordance with this Loan Agreement the total amount of loan disbursements made by the Agency.

3. DISBURSEMENTS

Disbursement requests for project work will be processed based on costs incurred, subject to the appropriation of funds by the Illinois General Assembly. Such disbursement requests shall be submitted quarterly and will be monitored for compliance with applicable state and federal laws and regulations, including Section 705/4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705), and shall constitute quarterly reports as required therein by describing the progress of the project and the expenditure of the loan funds related thereto. Any loan funds remaining unexpended in the project account after all application loan conditions have been satisfied and a final loan amendment has been executed shall be returned to the State within forty-five (45) days of the execution date on the final loan amendment. If the loan recipient reimburses their contractor(s) prior to requesting funds from Illinois EPA, the Loan Recipient shall request as quickly as possible, but in no event later than dictated by Section 5 of the submitted Tax Compliance Certificate and Agreement, reimbursement from the Agency.

4. REPAYMENT SCHEDULE – Nature of Obligations, Fixed Loan Rate, Interest, Loan Support, Principal Payments and Principal Forgiveness.

a) In accordance with Ill. Adm. Code 662.210, the fixed rate is comprised of interest and loan support, both of which are established annually. The term "interest" is used in this Loan Agreement as well as future correspondence, repayment schedules, etc. to reflect both interest and loan support.

b) This Loan Agreement has been issued and entered into pursuant to an authorizing ordinance of the loan recipient. The recipient recites that it has taken all required actions to enter into the Loan Agreement and has complied with all provisions of law in that regard.

c) By this Loan Agreement, the loan recipient agrees to repay to the Agency (or, upon notice by the Agency to the loan recipient, the Agency's assignee) the principal amount of the loan with interest on the outstanding and unpaid principal amount of the loan from time to time until repaid in full, all as provided in this Loan Agreement.

d) For purposes of determining the repayment amount, the principal amount of the loan shall be the total amount of loan disbursements made by the Agency under this Loan Agreement, plus interest treated as principal as provided in paragraph (g) below, less the amount of principal forgiveness as may be defined in the special condition(s) of this loan agreement. The amount financed shall not exceed the amount identified in the approved authorizing ordinance.

e) The final principal amount will be determined by the Agency after a final disbursement request and project review have been made to ensure all applicable loan conditions have been satisfied.

f) Simple interest on each loan disbursement will begin on the day after the date of the issuance of a warrant by the Comptroller of the State of Illinois.

g) Interest and principal on the loan will be due on the dates and in the amounts as set forth in repayment schedules provided for in this paragraph. Upon the initiation of the loan repayment period, the Agency shall establish and notify the loan recipient of an interim repayment schedule in accordance with the terms of this loan. After the Agency conducts the final review of the costs of the project to establish the final principal amount, the Agency shall establish and notify the loan recipient of a final repayment schedule. For purposes of calculating the repayment schedules, the Agency shall consider principal of the loan to consist of all unrepaid disbursements plus all unrepaid interest accrued on these disbursements at the time the schedule period begins. Each of these repayment schedules shall provide for repayment installments consisting of principal plus simple interest on the unpaid principal balance. The installment repayment amount may change when the interim repayment schedule is replaced by the final repayment schedule.

h) Interest on each loan disbursement shall be calculated on the basis of the total number of days from the date the interest begins to accrue to the beginning of the repayment period and will be calculated on a daily basis using a 365 day year. All interest due on the principal of the loan during the repayment period is calculated on a periodic basis.

i) The Loan Agreement shall be subject to prepayment at any time in whole or in part, at the option of the loan recipient, by payment of the outstanding principal plus accrued and unrepaid interest on that principal accrued to the date of prepayment.

5. MODIFIED OR SUBSEQUENT ORDINANCES

The ordinance authorizing entry into this Loan Agreement or dedicating the source of revenue shall not be amended or superseded substantively or materially without the prior written consent of the Agency.

6. DBE REPORTING REQUIREMENTS

The loan recipient is required to comply with the Disadvantaged Business Enterprise (DBE) reporting requirements as established and mandated by federal law and implemented in federal code: 40 CFR Part 33. Compliance with the code will necessarily involve satisfaction of the six (6) good faith efforts as set forth in the federal DBE program, and will require the use of the particular contract specifications and language for advertising of the project. More information and guidance on the DBE requirements is available on the IEPA web site.

7. COMPLIANCE WITH ACT AND REGULATIONS

The Agency shall not make any payments under this loan offer if the construction project has been completed and is being operated in violation of any of the provisions of the Safe Drinking Water Act, Environmental Protection Act (415 ILCS 5/1 et seq.) or Public Water Supply Regulations of Illinois (Title 35: Subtitle F: Chapter I: Pollution Control Board Regulations and Chapter II: Agency Regulations) adopted thereunder.

8. CONSTRUCTION COMPLETION- FINAL INSPECTION.

The loan recipient shall notify the Agency's Infrastructure Financial Assistance Section's (IFAS) Post Construction Unit in writing within 30 days from the construction completion date and shall submit the final change order, along with the contractor's final costs. Within 90 days from the construction completion date the loan recipient shall forward one (1) copy of the final plans of record to the appropriate Agency regional field office and one (1) copy to the Agency's IFAS Post Construction Unit. In addition, a completed "Certificate Regarding O & M" (available on the Agency website) shall be sent to the Agency's IFAS Post Construction Unit. The regional field office may contact the loan recipient to schedule a final inspection following submittal of the final plans of record.

9. OPERATION AND MAINTENANCE OF THE PROJECT

The Agency shall not approve the final loan closing for the project unless the loan recipient has certified that the training and operation and maintenance documents have been provided in accordance with 35 Ill. Adm. Code 662.460.

10. FLOOD INSURANCE

Evidence must be provided that flood insurance has been acquired on eligible structures constructed under this Loan Agreement as soon as structures are insurable.

11. DELINQUENT LOAN REPAYMENTS

a) In the event that a repayment is not made by a loan recipient according to the loan schedule of repayment, the loan recipient shall notify the Agency in writing within 15 days after the repayment due date in accordance with 35 Ill. Adm. Code 662.510 Delinquent Loan Repayments.

b) After the receipt of this notification, the Agency shall confirm in writing the acceptability of the loan recipient's response or take appropriate action.

c) In the event that the loan recipient fails to comply with the above requirements, the Agency shall promptly issue a notice of delinquency which requires a written response within 15 days.

d) Failure to take appropriate action shall cause the Agency to pursue the collection of the amounts past due, the outstanding loan balance and the costs thereby incurred, either pursuant to the Illinois State Collection Act of 1986 (30 ILCS 210) or by any other reasonable means as may be provided by law.

12. SINGLE AUDIT ACT

Federal funds from Capitalization Grants for the Drinking Water State Revolving Fund (i.e. see Catalogue of Federal and Domestic Assistance number 66.468), which the Agency receives from the U.S. Environmental Protection Agency, may be used for this loan. Receipt of federal funds may require an annual audit which conforms to the Single Audit Act and O.M.B. Circular A-133. If a Single Audit is required, all loans from both the Drinking Water and Wastewater State Revolving Fund receiving federal funds must be audited and included in the audit report. The Agency will notify the recipient of any federal funds disbursed during the recipient's fiscal year.

13. SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by such prime contractor in awarding or executing such subcontracts shall comply with:

- a) All provisions of federal, State and local law.
- b) All provisions of 35 Ill. Adm. Code 662 with respect to fraud and other unlawful or corrupt practices.
- c) All provisions of 35 Ill. Adm. Code 662 with respect to access to facilities, records and audit of records.

14. REQUIREMENTS OF BOND ORDINANCE

If the dedicated source of revenue is pledged in a subordinate position to an existing revenue bond ordinance, the covenants regarding coverage and reserve shall be in accordance with 35 Ill. Adm. Code 662.350(a)(9)(C).

15. RECORDS RETENTION

The loan recipient agrees to establish and maintain the books and other financial records pertaining to this project in accordance with Generally Accepted Accounting Principles as issued by the Governmental Accounting Standards Board (GASB), including standards relating to the reporting of infrastructure assets per GASB Statement No. 34. The loan recipient shall maintain all books and records pertaining to this project for a period not less than 3 years from the date of the final loan closing. All records pertaining to the issuance of bonds and the repayment of this loan shall be maintained for a period not less than 3 years from the final repayment date. The loan recipient agrees to permit the Agency or its designated representatives, including the Illinois Auditor General and the Illinois Attorney

General, to inspect and audit the books and financial records pertaining to the project and the expenditure of the loan funds related thereto.

16. CONTINUING DISCLOSURE

The recipient covenants and agrees that, if at any time the Agency shall notify the recipient that the recipient is deemed to be an “obligated person” for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Rule”), the recipient shall promptly execute an undertaking in form acceptable to the Agency in compliance with the Rule in which the recipient shall agree, among other things, to provide annual financial information (as defined in the Rule) with respect to the recipient to all required information repositories for so long as the recipient shall be deemed an obligated person. The recipient shall be deemed to be an obligated person at any time the aggregate principal amount of one or more of the recipient’s outstanding loans with the Agency, which are pledged to secure bonds issued on behalf of the Agency, exceeds a percentage (currently 20%) of the aggregate principal amount of all loans of the Agency pledged to secure such bonds.

17. WAGE RATE REQUIREMENTS

The loan recipient is required to comply with Wage Rate requirements established in rules issued by the U.S. Department of Labor to implement the Davis-Bacon Wage Act and other related acts (29 CFR Parts 1, 3 and 5). These rules require a number of specific actions by the federal funding recipient (the IEPA), the sub-recipient (the loan recipient) and the contractor, including payroll record certification and reporting as required. More information and guidance on the Davis-Bacon Wage Act requirements are available on the IEPA web site.

18. USE OF AMERICAN IRON AND STEEL

The loan recipient will be required to comply with the “Use of American Iron and Steel” requirements as contained in Section 436 (a) – (f) of H.R. 3547, the “Consolidated Appropriations Act, 2014”.

19. REPORTING REQUIREMENTS

The loan recipient will be required to comply with the volume and frequency of reporting requirements that may be required by the federal or State funding authority.

20. ADDITIONAL COMPLIANCE ITEMS

The loan recipient, prime contractor(s) and subcontractor(s) shall comply with applicable federal funding certifications, non-discrimination statutes, regulations and environmental standards, including but not limited to the following:

- a) The Americans with Disabilities Act of 1990, as amended, and 42 USC 12101
- b) New Restrictions on Lobbying at 40 CFR, Part 34
- c) Immigration and Naturalization Service Employment Eligibility Rules, (I-9 Forms)
- d) False Claims Act – Prompt referral to USEPA’s Inspector General of any credible evidence of a false claim or criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds under this loan (Loan Recipient Only)
- e) The Coastal Zone Management Act of 1972, 16 U.S.C. 1451 (Loan Recipient Only)
- f) Section 504 of the Rehabilitation Act of 1973 - Prohibits exclusion and employment discrimination based on a disability.
- g) Title VI of the Civil Rights Acts of 1964 - Prohibits discrimination or exclusion based on race, color, or national origin.

21. CERTIFICATION

By accepting this loan offer, the loan recipient certifies under oath that all information in the loan agreement and the related loan application is true and correct to the best of the loan recipient’s knowledge, information and belief, and that the loan funds shall be used only for the purposes described in the loan agreement. This offer of loan funds is conditioned upon such certification.

22. FISCAL SUSTAINABILITY PLAN REQUIREMENTS

The loan recipient shall comply with the Fiscal Sustainability Plan (FSP) requirement contained in Section 603(d)(1)(E) of the Federal Water Pollution Control Act by submitting a certification that they have developed and implemented a FSP. This provision applies to all loans for which the borrower submitted a loan application on or after October 1, 2014. The Agency will send the loan recipient a FSP Development Certification form prior to final loan closing which shall be submitted and returned as directed. This condition only applies to loans issued from the Water Pollution Control Loan Program. This condition does not apply to Public Water Supply loans.

23. SIGNAGE REQUIREMENT

The loan recipient shall meet a signage requirement by posting a sign at the project site or making an equivalent public notification such as a newspaper or newsletter publication; utility bill insert; or online posting for the project duration. After the signage requirement is met, documentation must be submitted to the IEPA using the Public Notification/Signage Requirement Certificate of Completion. Guidance is available on the IEPA website.

24. ILLINOIS WORKS JOBS PROGRAM ACT (30 ILCS 559/20-1 et seq)

For loans with an estimated total project cost of \$500,000 or more, the loan recipient will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification whichever is less. Loan recipients will be permitted to seek a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20 (b). The loan recipient must ensure compliance for the life of the entire project, including the term of the loan and after the term ends, if applicable, and will be required to report on and certify its compliance.

- a. The loan recipient will shall submit to IEPA an IL Works Apprenticeship Initiative Budget Supplement form within 90 days of executing the loan agreement. The form is available at:
<https://www2.illinois.gov/dceo/WorkforceDevelopment/Pages/IllinoisWorksJobsProgramAct.aspx>.
- b. Compliance includes submitting quarterly reporting of apprenticeship goals until the project is complete even if the project extends beyond the original term of the loan agreement. Quarterly reports must be submitted to the Agency within 20 days after a quarter ends. Quarterly reports shall be submitted using the reporting form available at the website listed in 24a. (above).
- c. All State contracts and grant agreements funding State contracts shall include a requirement that the contractor and subcontractor shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel.

RESOLUTION #2023-21

A RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN SCHOOL DISTRICT 100
AND THE CITY OF BELVIDERE
FOR EMS NON-TRANSPORT SERVICES

IT IS THEREFORE RESOLVED by the Mayor and City Council for the City of Belvidere as follows:

1. The Intergovernmental Agreement between the City of Belvidere and School District 100 for EMS Non-Transport Services, attached hereto as Exhibit A, is approved.
2. The Mayor is authorized to execute and the Clerk to attest an Intergovernmental Agreement with School District 100 for EMS Non-Transport Services in substantially the same form as the attached Exhibit A.

Adopted by the City Council of the City of Belvidere, Illinois, this day of , 2023.

Approved: _____
Mayor

Attest: _____
City Clerk

(SEAL)

Ayes: .
Nays: .
Absent: .

Date Approved:

INTERGOVERNMENTAL AGREEMENT FOR
EMS NON-TRANSPORT SERVICES BETWEEN
SCHOOL DISTRICT 100 AND THE CITY OF BELVIDERE

THIS AGREEMENT is entered into on this _____ day of _____, 2023 between the City of Belvidere (the City) and the Board of Education of the Belvidere Community Unit School District No. 100 (District 100), Boone County, Illinois (District 100), both located within Boone County, State of Illinois.

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

WHEREAS, District 100 desires to have the services of City Emergency Medical Services (EMS), non-transportation only, available at the Belvidere High School (the High School) during certain school events; and

WHEREAS, the City determines that it is in the City's best interest to provide said services to the High School.

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

1. RECITALS:
The foregoing recitals are incorporated herein by this reference as if fully set forth.
2. SERVICES PROVIDED:
 - A. The City shall provide two EMT-P personnel and an Advanced Life Support Vehicle (ALS), when available, to service as EMS-ALS providers at the High School events upon request from District 100. District 100 understands that the City must rely upon City EMT-P personnel agreeing to provide the services on an overtime basis. As such, the City cannot guarantee services for every requested High School event.
 - B. District 100 shall provide the City Fire Chief (the Chief) with not less than ten (10) days written notice of all High School events for which they desire EMS services. The Chief will notify District 100 as early as possible if the City is unable to provide services as requested.
 - C. The City will not provide static ALS transport services for High School events. The City and District 100 agree that the City will only provide EMT-P personnel and an ALS vehicle to be present at High School events and provide EMS services. In the event a patient needs transport an appropriate emergency vehicle will be summoned.

D. District 100 agrees that the City may withdraw the EMT-P personnel and the ALS vehicle in the event of a mass emergency or natural disaster.

3. EMT-P EMPLOYMENT:

The EMT-P personnel shall remain City employees and shall be supervised and remain subject to the City of Belvidere Fire Department chain of command. All activities of the EMT-Ps shall be taken as City employees and pursuant to applicable laws and the Fire Department's rules and regulations.

The Fire Chief, or his designee, shall coordinate the provision of EMS - ALS services with District 100.

4. COMPENSATION:

District 100 shall reimburse the City for 100% of the overtime costs incurred by the City in providing the EMT-P personnel. Further, District 100 will reimburse the City for any costs for supplies and materials incurred by the City in providing the services under this Agreement. District 100 shall reimburse the City within thirty (30) days of invoice from the City.

6. SERVICES TO BE SUPPLEMENTAL:

The parties agree that the services provided by this Agreement are in addition to general fire / EMS services provided by the City in the regular course of operating its Fire Department.

7. MISCELLANEOUS:

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

8. EFFECTIVE DATE:

This Agreement shall take effect on _____ and shall remain in effect until June 30, 2024. Either party may cancel this Agreement at any time prior to the expiration of the Agreement with sixty (60) days advance written notice of cancellation.

9. NOTICE:

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

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

CITY OF BELVIDERE

BELVIDERE COMMUNITY UNIT
SCHOOL DISTRICT NUMBER 100

By: _____
Mayor

By: _____
Its Board of Education President

Date: _____

Date: _____

Attest:

Attest:

By: _____
City Clerk

By: _____
Its Board of Education Secretary