

City Council COMMITTEE OF THE WHOLE

City of Belvidere, Illinois

Alderman Sheryl Prather

Alderman Natalie Mulhall

Alderman Wandy Fronts

Alderman Wendy Frank

Alderman Tom Porter

Alderman Mike McGee Alderman Clayton Stevens

Alderman Matthew Fleury

Alderman Marsha Freeman

Alderman Daniel Snow

Chairman Building

Vice-Chairman Building

Chairman Finance and Personnel

Vice -Chairman Finance and Personnel

Chairman Planning & Zoning

Vice-Chairman Planning & Zoning

Chairman Public Safety

Vice-Chairman Public Safety

Chairman Public Works

Vice-Chairman Public Works

AGENDA

April 10, 2023 6:00 p.m. City Council Chambers 401 Whitney Blvd., Belvidere, Illinois

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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.
- C. Welcome Spring Festival 2023 Temporary Use.
- D. Special Use Extension for 425 Beloit Road (Casey's).
- E. Reappointment of Sonya Dobberfuhl to the Belvidere Historic. Preservation Commission.
- 3. Public Works, Unfinished Business: None.
- 4. Public Works, New Business:
 - A. Public Works Update.
 - B. Public Water Supply Loan Program.
 - C. Irene Road Realignment Project Bid Tabulation.
- 5. Other:
 - A. Life & AD&D Insurance Renewal.
 - B. Belvidere Fire Department Scannell Properties Training Agreement.
 - C. Appointment of Carlos Villarreal to the Fire & Police Commission.
- 6. Adjournment:

CITY OF BELVIDERE

Community Development

BUILDING DEPARTMENT

PLANNING DEPARTMENT

401 WHITNEY BLVD. SUITE 300 BELVIDERE. IL 61008 * PH (815)547-7177 FAX (815)547-0789

April 4, 2023

Mr. Eddy Batres Total Insurance 400 Chrysler Drive Belvidere, Illinois 61008

Re: Case: 2023; Temporary Use, Welcome Spring Festival 23

Dear Mr. Batres:

This letter is to inform you of the upcoming meetings being held in regard to your cases.

Your case will be heard at the following meetings:

City of Belvidere:

BPZ Committee

April 10, 2023

@ 6:00 P.M. City Council Chambers

City Council (1st reading) April 17, 2023

@ 7:00 P.M. City Council Chambers

You or your representative shall plan to attend the above noted meetings to respond to questions that may be asked by the City Council members. Enclosed is a copy of the Planning Department's staff advisory reports. If you have any questions about the above information, please feel free to call me at (815) 544-5271.

Sincerely,

Gina DelRose

Community Development Planner

All FeSI

Enc.

CC: R. P. Lumber

Belvidere Fiesta Market

CITY OF BELVIDERE

Community Development

BUILDING DEPARTMENT

PLANNING DEPARTMENT

401 WHITNEY BLVD. SUITE 300 BELVIDERE. IL 61008 * PH (815)547-7177 FAX (815)547-0789

April 4, 2023

ADVISORY REPORT

CASE NUMBER: 2023

APPLICANT: Batres, 400 West Chrysler Drive

REQUEST:

The applicant is requesting a temporary use permit to hold the "Welcome Spring Festival 23 Festival" on May 27th, 28th and 29th, 2023 in the parking lots of Fiesta Market and R.P. Lumber.

LOCATION AND DESCRIPTION OF SITE:

The three-day festival sponsored by the Latino Business Committee of Boone County will be held in the parking lots of Fiesta Market and R.P. Lumber. The event will feature a carnival, entertainment, food and booths for businesses and local organizations as well as a health fair (see attached site plan). No alcohol will be served. The sponsors are requesting hours from 11:00am to 10:30pm.

BACKGROUND:

The subject property is zoned General Business District; outdoor assembly is an allowable temporary use in the GB District. Section 150.204(I)(2)(A)(4) of the Belvidere Zoning Ordinance states that if the subject property is located adjacent to a residential area, activities shall be limited to day-light hours, unless otherwise specifically approved by the city.

SUMMARY OF FINDINGS:

Provided that the suggested conditions of approval are met, the temporary use is in conformance with the City of Belvidere's Zoning Ordinances.

RECOMMENDATION:

Planning staff recommends approval of the temporary use permit for the Welcome Spring Festival 23 subject to the following conditions:

- 1. Event hours are Saturday, May 27, 2023 thru Sunday, May 28, 2023 from 11:00am to 10:30pm and Monday, May 29, 2023 from 11:00am to 8:00pm.
- 2. Volume levels shall be monitored and supervised by the applicant. Sound shall not exceed 60 decibels at the property line.
- 3. Adequate drinking water, hand-washing facilities and toilet facilities shall be provided.

- 4. All food vendors shall be property licensed by the City of Belvidere and Boone County Health Department.
- 5. Open alcohol is prohibited.
- 6. Parking along Chrysler Drive is prohibited.
- 7. Fire suppression systems located at the site shall be accessible at all times. Vendor and organization booths shall be located so as to not impede fire department access to the building.

Submitted by:

Gina DelRose, Community Development Planner

ATTACHMENTS

- 1. Location map by Planning Staff.
- 2. Aerial Photo by Planning Staff.
- 3. Narrative submitted by applicant.
- 4. Site Plan submitted by applicant.
- 5. Letter submitted by the Boone County Health Department, Amanda Mehl, March 27, 2023.





"WELCOME SPRING FESTIVAL 23"

BELVIDERE ILLINOIS

The "Welcome Spring 2023 Festival" will be taking place on Saturday the 27, Sunday the 28 and Monday the 29 (Memorial Day) at the Fiesta Market & RP Lumber Parking lots, 400 and 500 W. Chrysler Dr. Belvidere IL 61008.

These is a Festival of for all the families of Belvidere and surrounding neighboring and cities. Festival hours will start at 11:00 AM to 10:30 PM

It will be an alcohol free event.

There will be vendors including for food.

There will be Carnival rides and Entertainment for the whole family.

This year we will have a HEALTH FAIR, where the Boone County Health Department along with other nearby clinics and hospitals will be present to do free health checks while informing our community about their health and available services the Health Fair will be only on Saturday and will be from 11:00 am to 4:00 pm. There will be artistic presentations by kids/youth folkloric ballet groups, musical groups, raffles, food, piñatas, clowns and lots of family fun.

The Festival will have several sponsors and this is being organized by the "Latino Business committee of Boone County"

Contact: Eddy Batres :

Freddy De La Trinidad

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"Welcome SPRING Festival 22"



Boone County Health Department

1204 Logan Avenue, Belvidere, Illinois 61008 Main Office 815.544.2951 Clinic 815.544.9730 Fax 815.544.2050 www.boonehealth.org

Email: gdelrose@ci.belvidere.il.us

The mission of the Boone County Health Department is to serve our community by preventing the spread of disease, promoting optimal wellness & protecting the public's health.

March 27, 2023

City of Belvidere Community Development Gina DelRose 401 Whitney Blvd Suite 300 Belvidere, IL 61008

Re: Case: 2023 Temporary Use, 400 W. Chrysler Drive and 500 W. Chrysler Drive

Dear City of Belvidere,

We are in receipt of a copy of a temporary use permit for outdoor assembly at 400 W. Chrysler Drive and 500 W. Chrysler Drive. Specifically, the applicant is requesting to hold a Spring Festival May 27-29, 2023 from 11am to 10:30pm in the parking lots in front of Fiesta Market and R.P. Lumber. PIN's: 07-02-200-010 and 07-02-200-016.

If prepared or temperature controlled foods are served, prior to operation of the establishment a to-scale plan and a food application must be submitted to the Boone County Health Department for review. The plan review fee would be determined when menu information is submitted. Below is the county code explaining this further.

Sec. 30-35. Submission and review of plans; permits.

- (a) Generally, whenever a food service establishment or retail food store is constructed or extensively remodeled and whenever an existing structure is converted to use as a food service establishment, properly prepared plans and specifications for such construction, remodeling, or conversion shall be submitted to the regulatory authority for review and approval before construction, remodeling, or conversion is begun. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans, construction materials of work areas, and the type and model of proposed fixed equipment and facilities.
- (b) Permit required. Any business or organization desiring to operate as a food service establishment or retail food establishment must have a current food service permit.
- (c) Plans, inspection and approval. Before issuing a food service permit to a new establishment, plans must be submitted to and approved by the health authority. Plans submitted for review must be accompanied by the appropriate plan review fee as listed in section 38-31.

RE: Case: 2023 Temporary Use, 400 W. Chrysler Drive and 500 W. Chrysler Drive

Date: March 27, 2023

Page: 2 of 3

Food establishment classifications. All food service establishments or retail food establishments shall be categorized according to their type of operation, size of operation, and risk category of the food prepared and/or served and shall obtain a permit for the class of operation as hereinafter defined. The listing of various types of operation is not intended to be all inclusive, but typical and not limited to those mentioned. If a food establishment is not specifically listed, it shall be classified according to the class to which it most closely resembles.

- (1) Category I High Risk Facility: is a food establishment that presents a high relative risk of causing foodborne illness based on the large number of food handling operations typically implicated in foodborne outbreaks and/or type of population served by the facility. The following criteria shall be used to classify facilities as Category I High Risk facilities:
 - a. whenever cooling of potentially hazardous foods occurs as part of the food handling operations at the facility;
 - b. when potentially hazardous foods are prepared hot or cold and held hot or cold for more than 12 hours before serving:
 - c. if potentially hazardous foods which have been previously cooked and cooled must be reheated;
 - d. when potentially hazardous foods are prepared for off-premises service for which time-temperature requirements during transportation, holding and service are relevant;
 - e. whenever complex preparation of foods, or extensive handling of raw ingredients with hand contact for ready to eat foods, occurs as a part of the food handling operations at the facility;
 - f. if vacuum packaging and/or other forms of reduced oxygen packaging are performed at the retail level; or
 - g. whenever serving immunocompromised individuals, where these individuals compromise the majority of the consuming population.
- (2) Category I High Risk Multi-Department Facility: is a food establishment that presents a high relative risk of causing foodborne illness based on the large number of food handling operations typically implicated in foodborne outbreaks. These facilities have the same criteria as Category I High Risk facilities, and have 3 or more departments within their facilities which need inspection including but not limited to main grocery, bakery, deli, meat and seafood departments.
- (3) Category II Medium Risk Facility: is a food establishment that presents a medium risk of causing foodborne illness based upon a few food handling operations typically implicated in foodborne illness outbreaks. The following criteria shall be used to classify facilities as Category II Medium Risk facilities:

RE: Case: 2023 Temporary Use, 400 W. Chrysler Drive and 500 W. Chrysler Drive

Date: March 27, 2023

Page: 3 of 3

a. if hot or cold foods are not maintained at that temperature for more than 12 hours and are restricted to same day service;

b. if preparing foods for service from raw ingredients uses only minimal assembly; and

c. foods served at an establishment that require complex preparation (whether canned, frozen, or fresh prepared) are obtained from an approved food processing plants, (high risk) food service establishments or retail food stores.

- (4) Category III Low Risk Facility: is a food establishment that presents a low relative risk of causing foodborne illness based on few or no food handling operations typically implicated in foodborne illness outbreaks. The following criteria shall be used to classify facilities as Category III Low Risk facilities:
 - a. only prepackaged foods are available or served in the facility, and any potentially hazardous foods available are commercially pre-packaged in an approved food processing plant;
 - b. only limited preparation of non-potentially hazardous foods and beverages, such as snack foods and carbonated beverages occurs at the facility; or
 - c. only beverages (alcoholic and non-alcoholic) are served at the facility.

If you have any questions or concerns, please contact us at (815) 544-2951 ext. 2 or at info@boonehealth.org.

Sincerely,

Amanda Mehl

Public Health Administrator

Boone County Health Department

AT



March 23, 2023

City of Belvidere Attn: Gina DelRose 401 Whitney Blvd., Ste. 300 Belvidere, IL 61008

Casey's #3598 located at 425 Beloit Road is on the waiting list for a video gaming license with the state. Our outside counsel that Casey's hired for this process has stated that certain companies have priority over convenience store getting the video gaming licenses. Casey's Retail Company would like this letter to serve as our request to extend our Special Use request (case 2021-09).

Sincerely,

1

Jessica Fisher-Comstock, Senior Licensing Specialist Casey's Legal Department

MEMO

DATE: March 29, 2023

TO: City Council and Clerk

FROM: Mayor Clinton Morris

RE: Reappointment of Sonya Dobberfuhl

The Belvidere Historic Preservation Commission is comprised of seven (7) members, each serving a 3-year term. Sonya Dobberfuhl is serving a term that expires April 30, 2023. Sonya Dobberfuhl is currently the acting chair of the Commission and has experience writing a book about the historic Maywood Fire Department and volunteering at the Boone County Museum of History. Ms. Dobberfuhl has agreed to serve another three-year term (ending in 2026).

Requested Motion: Motion to consent to and approve the appointment of Ms. Sonya Dobberfuhl to the Belvidere Historic Preservation Commission for a three-year term, ending in April 30, 2026.

RESOLUTION # 2023-14

A RESOLUTION AUTHORIZING A CITY REPRESENTATIVE TO SIGN LOAN DOCUMENTS

WHEREAS, application provisions for loans from the Public Water Supply Loan Program for construction of public water supply facilities require that the City of Belvidere authorize a City representative to sign the loan application forms and supporting documents.

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

The Finance Director is authorized sign all loan application forms and documents.

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

Approved:	Mayor	
Attest:	City Clerk	
		(SEAL)
Ayes:		
5 T		
Nays:	31	
Absent:	·	
Date Approv	ved: inances\water loan application authorization.doc	

Public Works Department

Memo

To: Mayor and City Council

From: Brent Anderson, Director of Public Works

Date: 4/4/2023

Re: Irene Road Realignment Project – Bid Tabulation

The following bids were opened today for the Irene Road Realignment Project:

1. N-Trak Group, LLC \$1,432,009.73

1523 Windsor Road Loves Park, IL 61111

2. Fischer Excavating \$1,468,887.92

1567 Heine Road Freeport, IL 61032

3. Rock Road Companies \$1,534,372.38

P.O. Box 1818 Janesville, WI 53547

4. Northern Illinois Service Co \$1,598,897.20

4781 Sandy Hollow Road Rockford, IL 61109

5. Stenstrom Excavation & Blacktop Group \$1,663,066.15

2420 20th Street Rockford, IL 61125

I would recommend approval of the low bid from N-Trak Group, in the amount of \$1,432,009.73, for the Irene Road Realignment Project. This work will be paid for from IDOT EDP Funds, DCEO Grant Funds and IDOT TARP Funds.



2023 Renewal & Marketing Presentation

Prepared for

Boone County, City of Belvidere, Belvidere Schools

Presented by

Tim Knauf, Sr. Area Vice President

Justin McGrane, Area Executive Vice President

March 8, 2023

IMPORTANT: This proposal (analyses, report, etc.) is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual (analyses, report, etc.) is not a contract and offers no contractual obligation on behalf of Gallagher. This analysis is for illustrative purposes only, and is not a proposal for include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.

City of Belvidere Life & AD&D - Basic Plan Analysis

Priced as a group City of Belvidere, Boone County and Belvidere Schools

ER Contrib to EE: 100%	Current	Renewal	Option 1
Weiller Belied: 30 down after DOU	Unum	Unum	Voya
waiting Period: 30 days after DOT	Basic Life	Basic Life	Basic Life
Benefits			
Eligibility	All Full Time Employees	All Full Time Employees	All Full Time Employees
EE Life Benefit	\$15,000	\$15,000	\$15,000
EE Guaranteed Issue	\$15,000	\$15,000	\$15,000
EE AD&D Benefit	\$15,000	\$15,000	\$15,000
Other Features			
Reduction Schedule	To 65% @ 70, to 55% @ 75	To 65% @ 70, to 55% @ 75	To 65% @ 70, to 55% @ 75
EAP Included (Yes/No)	Yes	Yes	Yes
Travel Assist (Yes/No)	Yes	Yes	Yes
Identity Theft Services (Yes/No)	Yes	Yes	No
Waiver of Premium			Yes
Minimum Participation	100%	100%	100%
Rate Guarantee	2 Years - Renews 5/1/2021	2 Years - Renews 5/1/2023	3 Years - Renews 5/1/2026
Rates Volume			
Life Rate per \$1,000	080.0\$	\$0.090	\$0.025
AD&D Rate per \$1,000	\$0.010	\$0.010	\$0.010
Estimated Monthly Premium	\$114.75	\$127.50	\$44.63
Estimated Annual Premium	\$1,377.00	\$1,530.00	\$535.50
Percentage Change From Current		11.1%	-61.1%

Rates are not final until approved by insurance carrier. Illustration is for comparative purposes only. Please see carrier brochure/certificate for exact coverage.

Accepted Opt.

_ Client Signature

Date

GBS Auth Agent

Date

The information contained herein is subject to the disclosures and disclaimers on the final page of this presentation.

Gallagher

Insurance | Risk Management | Consulting

Belvidere Community Unit School District 100

Life & AD&D - Basic Plan Analysis

May 1, 2023 Renewal

Priced as a group City of Belvidere, Boone County and Belvidere Schools



-61%	11%		Percentage Change From Current
#10, 101,000	₩1.;01.:0F	\$04,7 c.00	rominate Amai - reminin
\$25 192 06	\$71 977 32	\$64 779 59	Estimated Annual Premium
\$2,099.34	\$5,998.11	\$5,398.30	Estimated Monthly Premium
\$0.01	\$0.01	\$0.01	AD&D Rate per \$1,000
\$0.025	\$0.09	\$0.08	Life Rate per \$1,000
			Rates Volume
3 Years - Renews 5/1/2026	2 Years - Renews 5/1/2023	2 Years - Renews 5/1/2023	Rate Guarantee
100%	100%	100%	Minimum Participation
Yes			Waiver of Premium
Yes	Yes	Yes	Identity Theft Services (Yes/No)
Yes	Yes	Yes	Travel Assist (Yes/No)
Yes	Yes	Yes	EAP Included (Yes/No)
To 65% @ 70, to 55% @ 75	To 65% @ 70, to 55% @ 75	To 65% @ 70, to 55% @ 75	Reduction Schedule
			Other Features
2x's BAE to max \$350k	2x's BAE to max \$350k	2x's BAE to max \$350k	Class 2 EE AD&D Benefit
Equal to overall max	Equal to overall max	Equal to overall max	Class 2 EE Guaranteed Issue
2x's BAE to max \$350k	2x's BAE to max \$350k	2x's BAE to max \$350k	Class 2 EE Life Benefit
Superintendent	Superintendent	Superintendent	Class 2 Definition
1x's BAE to max \$295k, min \$25k	1x's BAE to max \$295k, min \$25k	1x's BAE to max \$295k, min \$25k	Class 1 EE AD&D Benefit
Equal to overall max	Equal to overall max	Equal to overall max	Class 1 EE Guaranteed Issue
1x's BAE to max \$295k, min \$25k	1x's BAE to max \$295k, min \$25k	1x's BAE to max \$295k, min \$25k	Class 1 EE Life Benefit
All FT EE's, PT Teachers	All FT EE's, PT Teachers	All FT EE's, PT Teachers	Class 1 Definition
			Benefits
Basic Life	Basic Life	Basic Life	following date of hire
Voya	UNUM	CNOM	Waiting Period: First of the month
Option 1	Renewal	Current	ER Contrib to EE: 100%

Rates are not final until approved by insurance carrier. Illustration is for comparative purposes only. Please see carrier brochure/certificate for exact coverage.

Accepted Opt.

Client Signature

Date

GBS Auth Agent

Date

rb 2/27/23

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Boone County Government

Life & AD&D - Basic Plan Analysis

May 1, 2023

Priced as a group City of Belvidere, Boone County and Belvidere Schools

Insurance | Risk Management | Consulting **Gallagher**

ER C	ER Contrib to EE:	100%	Current	Renewal	Option 1
Waiti	Waiting Period: *See below		UNUM Basic Life	UNUM Basic Life	Voya Basic Life
Benefits					
Class 1 Definition			County Officials	County Officials	County Officials
Clas	Class 1 EE Life Benefit		\$30,000	\$30,000	\$30,000
Clas	Class 1 EE Guaranteed Issue	lе	\$30,000	\$30,000	\$30,000
Clas	Class 1 EE AD&D Benefit		\$30,000	\$30,000	\$30,000
Class 2 Definition			All Other Employees	All Other Employees	All Other Employees
Clas	Class 2 EE Life Benefit		\$30,000	\$30,000	\$30,000
Clas	Class 2 EE Guaranteed Issue	ue	\$30,000	\$30,000	\$30,000
Clas	Class 2 EE AD&D Benefit		\$30,000	\$30,000	\$30,000
Other Features					
Reduction Schedule			To 65% @ 70, to 55% @ 75	To 65% @ 70, to 55% @ 75	To 65% @ 70, to 55% @ 75
EAP Included (Yes/No)			Yes	Yes	Yes
Travel Assist (Yes/No)			Yes	Yes	Yes
Identity Theft Services (Yes/No)	s/No)		Yes	Yes	Yes
Waiver of Premium					Yes
Minimum Participation			100%	100%	100%
Rate Guarantee			2 Years - Renews 5/1/2023	2 Years - Renews 5/1/2025	3 Years - Renews 5/1/2026
Rates		Volume			
Life F		\$5,120,000	\$0.08	\$0.09	\$0.025
AD&I	AD&D Rate per \$1,000		\$0.01	\$0.01	\$0.01
Estimated Monthly Premium	um		\$460.80	\$512.00	\$179.20
Estimated Annual Premium	m		\$5,529.60	\$6,144.00	\$2,150.40
Percentage Change From Current	1 Current			11%	-61%
Dates are not final until appround by incura	non carrior Illustration is for compar	tive purposes or	Pates are not final until approach by increases approach in the responsible process and a Please see partial tracking for a year coverage		rh 2/27/23

Rates are not final until approved by insurance carrier. Illustration is for comparative purposes only. Please see carrier brochure/certificate for exact coverage.
*County officials have no waiting period / All others 1st of month after 60 days

rb 2/27/23

Accepted Opt. Client Signature Date GBS Auth Agent Date

Boone County, City of Belvidere and Belvidere Schools

Voluntary Life & AD&D - Plan Analysis

May 1, 2023 Renewal

Priced as a group City of Belvidere, Boone County and Belvidere Schools

	Current	Renewal	Option 1
רא כפוניום ופרר:			
Waiting Period: First of the month following date of hire	Voluntary Life	Voluntary Life	Voluntary Life
Benefits			
Eligibility	All FT EE's (30 hrs min)	All FT EE's (30 hrs min)	All FT EE's (30 hrs min)
EE Life Benefit	\$10k Increments to lesser of 5x's BAE or \$300k	\$10k Increments to lesser of 5x's BAE or \$300k	\$10k Increments to lesser of 5x's BAE or \$300k
EE Guaranteed Issue	\$150,000	\$150,000	\$200,000
EE AD&D Benefit	\$10k Increments to lesser of 5x's BAE or \$500k	\$10k Increments to lesser of 5x's BAE or \$500k	\$10k Increments to lesser of 5x's BAE or \$500k
Dependent Coverage			
Spouse Life Benefit	\$5k Increments to lesser of 100% of EE Benefit or \$150k	\$5k Increments to lesser of 100% of EE Benefit or \$150k	\$5k Increments to lesser of 100% of EE Benefit or \$150k
Spouse Guaranteed Issue	\$25,000	\$25,000	\$25,000
Spouse AD&D Benefit	Matches Life Benefit	Matches Life Benefit	Matches Life Benefit
Child(ren) 0-14 d	\$0	\$0	\$2k Increments to \$10k
Child(ren) 15 d to 6 mo.	\$250	\$250	\$2k Increments to \$10k
Child(ren) 6 mo. to 19 yr.	\$2k Increments to \$10k	\$2k Increments to \$10k	\$2k Increments to \$10k
Max Dependent Age	19, FT Student to 26	19, FT Student to 26	Age 26
Other Features			(4)
Reduction Schedule	To 65% @ 65, 40% @ 70, 25% @ 75	To 65% @ 65, 40% @ 70, 25% @ 75	*To 65% @ 65, 40% @ 70, 25% @ 75
Minimum Participation	Greater of 20% of 10 Enrolled	Greater of 20% of 10 Enrolled	25%
Rate Guarantee	2 Years - Renews 5/1/2023	2 Years - Renews 5/1/2025	3 Years - Renews 5/1/26
Rates	The second second		
Life Rate per \$1,000	Age Rated	Age Rated	Age Rated
AD&D Rate per \$1,000 See Attached Rate Grid See Attached R	See Attached Rate Grid	See Attached Rate Grid	See Attached Rate Grid

Rates are not final until approved by insurance carrier. Illustration is for comparative purposes only. Please see carrier brochure/certificate for exact coverage.

*Boone County does not have an age reduction The information contained herein is subject to the disclosures and disclaimers on the final page of this presentation.

Accepted Opt.

Client Signature

Date

GBS Auth Agent

Boone County/City of Belvidere and Belvidere Community Schools

Gallagher
Insurance | Risk Management | Consulting

Voluntary Life & AD&D - Plan Analysis

May 1, 2023 Renewal

Current Renewal Option 1
UNUM Voya
Rate Per \$1,000 Rate Per \$1,000 Rate Per \$1,000

• | EE | SP | Age | EE | SP | Age | EE | \$2

Age

\$ 0.034

\$ 0.034

\$ 0.053

\$ 0.053

Child AD&D	Child L	AD&D	75+	70-74	65-69	60-64	55-59	50-54	45-49	40-44	35-39	30-34	25-29	<25	Age
\D&D	_ife	\$ 0.020	\$ 4.103	\$ 2.020	\$ 1.135	\$ 0.671	\$ 0.447	\$ 0.296	\$ 0.189	\$ 0.119	\$ 0.081	\$ 0.053	\$ 0.040	\$ 0.034	EE
\$ 0.030	\$ 0.200	\$ 0.025	\$ 4.103	\$ 2.020	\$ 1.135	\$ 0.671	\$ 0.447	\$ 0.296	\$ 0.189	\$ 0.119	\$ 0.081	\$ 0.053	\$ 0.040	\$ 0.034	SP
		<u></u>	<u> _ </u>	I - 1	<u> </u>		(5)	cn	_		(.)	(3)	N	Α	

\$ 0.081 \$ 0.081 \$ 0.119 \$ 0.119

\$ 0.189 | \$ 0.189

70-74

\$ 0.296 \$ 0.447 \$ 0.671 \$ 1.135

\$ 2.020 \$ 4.103

\$ 0.296 \$ 0.447 \$ 0.671 \$ 1.135 \$ 2.020 \$ 4.103 \$ 0.025

AD&D | \$ 0.020 Child Life Child AD&D

\$ 0.200 \$ 0.030

Age 65-69 60-64 AD&D 70-74 50-54 10-44 Child AD&D 55-59 35-39 Shild Life \$ 0.040 \$ 0.020 \$ 1.135 \$ 0.081 \$ 2.020 \$ 0.296 \$ 0.034 | \$ \$ 4.103 \$ 0.671 \$ 0.447 \$ 0.189 \$ 0.119 M ↔ 0.025 4.103 0.671 0.447 0.296 0.053 0.040 0.034 2.020 0.189 0.200 0.119 0.081 1.135

Rates are not final until approved by insurance carrier. Illustration is for comparative purposes only. Please see carrier brochure/certificate for exact coverage.

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rb 2/27/23

Accepted Opt. Client Signature Date GBS Auth Agent Date

Gallagher Benefit Services Disclaimers



Insurance | Risk Management | Consulting

Coverage

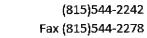
all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal (analyses, report, etc.) is not a contract and offers no contractual obligation on behalf of GBS. This proposal (analyses, report, etc.) is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include

Renewal/Financial

analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard. many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are

Legal

is based on current interpretation of the law and is not guaranteed. Questions regarding specific issues should be addressed by legal counsel who specializes in this employee benefits environment. It should not be construed as, nor is it intended to provide, legal advice. Laws may be complex and subject to change. This information The intent of this analysis [report, letter, etc.] is to provide you with general information regarding the status of, and/or potential concerns related to, your current





123 S. State St. Belvidere. IL 61008

Memorandum

From:	Chief Schadle	Today's Date:	3/8/2023
To:	Mayor and Council	Subject:	Acquired Structure Training

Dear Mayor and Council,

In your packets you will find an agreement to allow the fire department to train on the Scannell Properties on Business 20.

I respectfully request the following motion:

Motion to authorize signature of the Non-Exclusive License Agreement between Scannell Properties and City of Belvidere.

Respectfully Submitted,

Chief Shawn Schadle

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT (this "Agreement") is made and entered into as of this 10th day of April, 2023 (the "Effective Date"), by and between SCANNELL PROPERTIES #509, LLC, an Indiana limited liability company ("Licensor"), and CITY OF BELVIDERE, an Illinois Municipal Corporation ("City").

RECITALS:

WHEREAS, Licensor is the fee simple owner of certain real property located at 2424 and 2444 US Route 20, Belvidere, Illinois 61008 (the "Premises");

WHEREAS, City has requested the right to enter the Premises and use the existing structures thereon for training purposes for its Fire Department; and

WHEREAS, Licensor has agreed to grant to City a limited, temporary, non-exclusive license for the foregoing limited purposes, pursuant and subject to all of the terms and conditions set forth herein;

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing, the mutual agreement of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Recitals. The foregoing recitals are hereby incorporated herein by reference as if fully set forth herein.
- 2. Grant of License; Fee. Licensor hereby grants to City a limited, temporary, non-exclusive license (the "License") to enter the Premises for the sole and limited purposes of (i) conducting, at City's sole cost and expense, smoke drilling and other training exercises and related activities (such as preliminary and follow-up inspections) in the existing improvements on the Premises, and (ii) after completion of such training exercises and related activities and prior to expiration of the Term of this Agreement, removal of all debris and remnants from the activities in subsection (i) such that the Premises is in compliance with all applicable laws, all at the City's sole cost and expense. City shall pay Licensor a license fee of No Dollars (\$0.00).
- 3. <u>Term of License</u>. The License granted hereunder shall commence on the Effective Date hereof and shall terminate on April 30, 2023 (the "<u>Term</u>"), unless sooner terminated as provided herein. Upon expiration or earlier termination of the Term of the License, City's right to enter upon and use the Premises shall automatically cease without further action by the parties.
- 4. <u>License Only</u>. This Agreement creates a license only, and City acknowledges that City does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Premises or the Property (as defined herein) by virtue of this license or City's access to and use of the Premises or the Property pursuant hereto. This Agreement shall in no manner be construed to be a lease of the Premises and any remedies available to tenants under applicable landlord-tenant law shall be of no force or effect. City acknowledges and agrees that, upon expiration of the term of this Agreement, it shall have no further rights to access or use the Premises or the Property for the purposes contemplated herein or for any other purpose.
 - 5. <u>Use by City of the Premises</u>. During the term of this Agreement, City agrees that all of

its activities contemplated herein shall be performed in a good and workmanlike, lien-free manner in accordance with all applicable laws, rules, regulations and ordinances.

- 6. No Transfer by City. City shall not transfer any of its rights hereunder without the prior written consent of Licensor. Any such assignment made without the prior written consent of Licensor shall be null and void and of no force or effect and shall entitle Licensor to terminate this Agreement effective upon delivery of written notice of such termination to City.
- 7. Condition of Premises. City acknowledges that it (a) has physically inspected the Premises, and (b) accepts the Premises with full knowledge of the condition thereof in its "WHERE IS", "AS IS" condition and acknowledges that Licensor has made no representation, statement, warranty or agreement to City as to, and has no obligation for, the condition of the Premises or in connection with this Agreement or otherwise. Licensor disclaims any responsibility for determining whether the existing improvements on the Premises contain asbestos or other hazardous materials requiring removal in compliance with applicable environmental law prior to the destruction of the improvements by fire as contemplated herein.
- 8. <u>Insurance and Casualty</u>. Licensee shall pay the premiums for and maintain in effect at all times during the Term of this Agreement, a commercial liability insurance policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and shall provide a certificate evidencing the same to Licensor on the Effective Date hereof and upon each renewal of such policy. The certificate of insurance shall name Licensor as an additional insured, and Licensee's insurance shall be primary and noncontributory with any insurance Licensor may carry for the Premises.
- **Maiver of Claims.** City bears all risk of loss associated with its use of the Premises. City assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the condition of the Premises or the activities, operations or use of the Premises by City, its successors, grantees, employees, agents, invitees and assigns, and City, for and on behalf of itself and its successors, grantees, employees, agents, invitees and assigns, hereby releases Licensor of and from every right, claim and demand that City may have against Licensor for any accident, damage or injury caused to person or property on or about the Premises during the Term of this Agreement, whether or not due to the negligence of Licensor.
- 10. No Liens. City shall not permit any lien to be filed against the Property or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed on the Property at the direction or sufferance of City. In the event any such lien is filed against the Property or any improvements thereon, Licensor shall have the right, but not the obligation, to cause such lien to be released and City shall pay on demand all of Licensor's costs in connection therewith.
- 11. <u>Breach by City</u>. If City breaches any provision in this Agreement and fails to cure any such breach within two (2) days after written notice thereof, in addition to any other right or remedy available at law or in equity, Licensor may terminate this License by written notice to City.
- 12. Governing Law; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflict of laws principles. To the fullest extent allowed by law, Licensor and City waive the right to trial by jury with respect to any claims arising out of this Agreement.
 - 13. <u>Integration</u>. This Agreement embodies the entire understanding of the parties hereto and

there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof.

- 14. Prevailing Party. If any party commences a dispute, action or proceeding against another party hereunder to enforce its rights under or in connection with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its costs and expenses thereof (including reasonably attorney's fees, expenses and disbursements).
- Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed, on the next business day if deposited with a nationally recognized overnight courier service, or on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid or sent by email, as follows:

If to Licensor:

Scannell Properties #554, LLC

c/o Scannell Properties

8801 River Crossing Blvd., Suite 300

Indianapolis, IN 46240

Attention: Courtney Kanzinger, Counsel Email: courtneyk@scannellproperties.com

If to City:

City of Belvidere

City Clerk

401 Whitney Blvd. Belvidere, IL 61008

City Clerk@ci.belvidere.il.us

Copy To:

Fire Chief

City of Belvidere 123 S. State St. Belvidere, IL 61008 firechief@ci.belvidere.il.us

Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. The parties agree that signatures transmitted by electronic scan and email (including by way of DocuSign or other similar electronic signature exchange software or service) shall have the legal effect of original signatures.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Licensor and City have duly executed the foregoing Non-Exclusive License Agreement by their duly authorized signatories as of the Effective Date first above written.

"LICENSOR":

SCANNELL PROPERTIES #509, LLC, an Indiana limited liability company

By: Marc D. Pfleging, Manager

"CITY":

CITY OF BELVIDERE, an Illinois Municipal Corporation



Memo

To: Aldermen and Fire and Police Commission

From: Mayor Clinton Morris

cc: City Clerk

Date: April 6, 2023

Re: Appointment of Carlos G. Villarreal to the Fire and Police Commission

Please be advised I am appointing Carlos G. Villareal to the Fire and Police Commission to fill the unexpired term of Mr. Edward Gonzalez upon his retirement pursuant to section 10-2.1-1 of the Illinois municipal Code. I request that the Council consent to his appointment.

Recommended Motion: Motion to consent to the appointment of Mr. Carlos G. Villareal to the Fire and Police Commission to fulfill the remaining term of Mr. Edward Gonzalez.