



City Council  
**COMMITTEE OF THE WHOLE**  
*City of Belvidere, Illinois*

Alderman Natalie Mulhall	Chairman Building
Alderman Sandra Gramkowski	Vice-Chairman Building
Alderman Wendy Frank	Chairman Finance and Personnel
Alderman Ric Brereton	Vice -Chairman Finance and Personnel
Alderman Mike McGee	Chairman Planning & Zoning
Alderman Tom Porter	Vice-Chairman Planning & Zoning
Alderman Matthew Fleury	Chairman Public Safety
Alderman John Albertini	Vice-Chairman Public Safety
Alderman Daniel Snow	Chairman Public Works
Alderman Marsha Freeman	Vice-Chairman Public Works

**AGENDA**

August 28, 2023  
6:00 p.m.  
City Council Chambers  
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

(A) Community Law Enforcement Officer Grant Program Update.

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.

2. Public Safety, New Business:
  - (A) Police Department – Update.
  - (B) Fire Department – Update.
  - (C) Fire Department – Intergovernmental Agreement for EMS Non-Transport Services Between School District 100 and the City of Belvidere.
3. Finance & Personnel, Unfinished Business: None.
4. Finance & Personnel, New Business:
  - (A) Finance Department – Update.
  - (B) City of Belvidere Investment Policy.
5. Other:
  - (A) Public Works – IEPA Public Water Supply Loan Program – Well #11.
  - (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.
  - (C) Belvidere Area Chamber Commerce – Street Closure for Downtown Business Trick or Treat Event.
  - (D) LULAC Belvidere Parade Request.
6. Adjournment:



**BOONE COUNTY**  
BEHAVIORAL HEALTH TASK FORCE



City Council Presentation

Amanda Mehl, Public Health Administrator

Boone County Health Department

Behavioral Health Taskforce Chair

# Taskforce Partners

## **Executive Agencies:**

Boone County Health Department (Chair)  
Boone County Probation (Co-Chair)  
Boone County State's Attorney  
Boone County Drug Prevention Coalition

## **Contracted Partners:**

Belvidere Police Department  
Boone County Sheriff's Department  
Crusader Community Health  
Rosecrance Inc.  
Remedies Renewing Lives  
Miles Square-LP Johnson Health Center

**TOTAL AWARDED: \$2.6 MILLION DOLLARS**

**TOTAL NUMBER OF STAFF: 8**



COAR Grant: Awarded in 2019, renewed in 2022.

- Manager
- Navigator
- Strategist
- Partial Jail Nurse

SORT Grant: Awarded in 2020, renewal has been submitted.

- Community Law Enforcement Officer (CLEO)
- Addictions Counselor

CAP Grant: Awarded in 2021

- Remedies- Community Mental Health Clinician
- Rosecrance- Community Mental Health Clinician

For media purposes, the entire program was rebranded as “COAR” in 2022



## The Team

- Provides case management, access to care and overall support to individuals in the community with mental health or substance use diagnosis.
- Day to day duties include providing transportation, food, clothing, housing and employment assistance and links to healthcare or treatment facilities.



- Decrease:
- Police contact
  - Arrests
  - Community Tension
  - Barriers to care



- Increase:
- Access to Care
  - Productivity in society
  - Engagement in resources

## City Council Involvement- 2021

- Approved the SORT (Support Outreach Recovery Team) grant application
- Associated with an Intergovernmental Agreement (IGA) between Boone County, BCHD and Belvidere Police Department for CLEO
- Approved a COAR team member: Community Law Enforcement Officer (CLEO)

# Why is this program important?

In 2021, Illinois Criminal Justice Information Authority (ICJIA) completed a study by surveying individuals with a behavioral health diagnosis that were currently NOT in treatment....

- 40% reported they were not ready to stop using
- 60% reported they were not in treatment due to a perceived barrier
  1. Not knowing where to go
  2. Not having health insurance
  3. Not being able to afford it

Imagine if 60% of the individuals with a behavioral health diagnosis were engaged and active in treatment?

Source: <https://icjia.illinois.gov/researchhub/articles/a-preliminary-outcome-evaluation-of-lake-county-illinois-police-referral-to-substance-use-disorder-treatment-program>

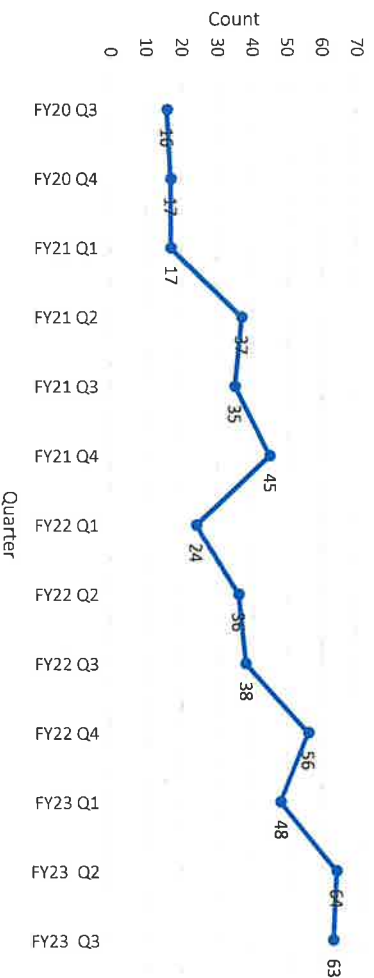


# Why connect with law enforcement?

- Creation of the 900 Badge Number
  - Badge Number is tied to the COAR team
  - Tags 900 badge number when a patrol officer or deputy comes in contact with an individual with a substance use or mental health concern
  - Officer Michelle Schwartz (CLEO) is the lead on the 900 badge number and uses it to assign the appropriate team member and begin the process for the rest of the team
- 900 Badge Number was tagged 361 times in the first year
  - May 2022 – May 2023
  - This badge number is responsible for more than 50% of COAR referrals

# Outcomes

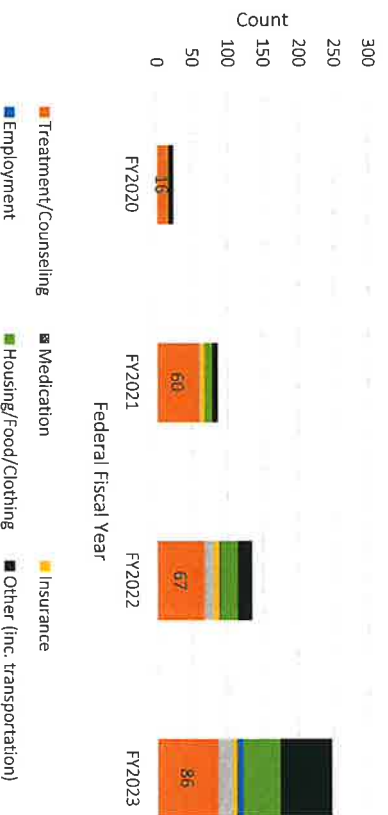
Boone County COAR Program Opened Cases



Last year, 231 individuals accepted our services

- ✓ 104 connections to treatment
- ✓ 61 connections to basic needs, such as housing or food
- ✓ 25 connected to medications
- ✓ 11 connected to health insurance
- ✓ 9 connected to employment

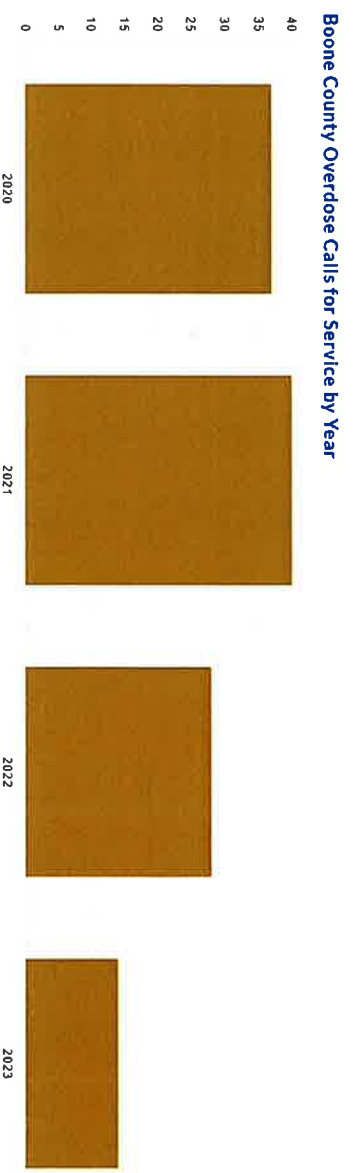
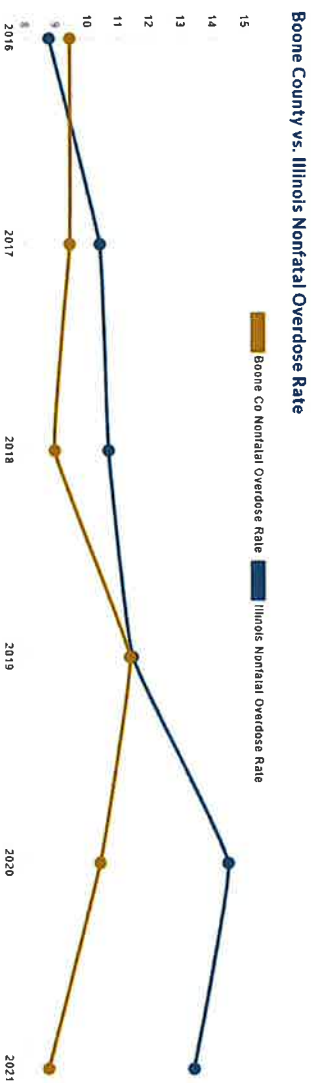
Boone County COAR - Successful Links By Year



**BCBHTF.org**

# Community Impact

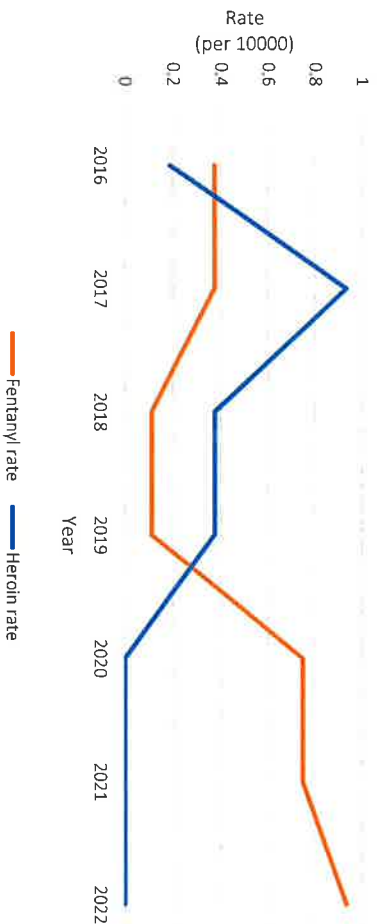
Police Led Responder Programs, similar to the COAR model, show a significant cost savings, Quality Adjusted Life Years, and overall societal costs.



Source: OD MAP  
 Note: This data is for calls initially coded as overdoses by law enforcement 911 dispatch and may not represent all County Overdoses.

# The Future of COAR

Overdose Death Rate with Heroin vs. Fentanyl



APRIL 12, 2023

Biden-Harris Administration  
Designates Fentanyl Combined with  
Xylazine as an Emerging Threat to the  
United States

**Illinois becomes first state to end cash bail as  
part of criminal justice reform law**

Speaker

## Upcoming Steps

- SORT Renewal
- Revision to the Intergovernmental Agreement
- Future sustainability: Opioid Settlement Fund



**BELVIDERE  
FIRE  
DEPARTMENT**

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

From the Office of the Fire Chief

(815)544-2242

Fax (815)544-2278

## Memorandum

<b>From:</b>	Chief Schadle	<b>Today's Date:</b>	08/28/2023
<b>To:</b>	Mayor and Council	<b>Subject:</b>	D100 ALS IGA

Dear Mayor and Council,

Josh Sternquist , the athletic director at Belvidere High School (BHS), has requested that we provide ALS non-transport services for the BHS home games and events. To be clear we are not providing dedicated ambulance transport services, but would provide staffing for initial care before the ambulance arrives. We would utilize two of our staff and 160, which is our ALS non-transport pickup truck to provide the services.

Josh and I believe that the partnership would be mutually beneficial as our vetted members provide this service to our community's children, school staff, and fans.

The following IGA was created stating that we would provide those services, when possible, and D100 would reimburse us 100% of our related labor and supply costs. Therefore, this would be cost neutral to the City.

Please consider the following motion:

*Motion authorizing the agreement titled, "INTERGOVERNMENTAL AGREEMENT FOR EMS NON-TRANSPORT SERVICES BETWEEN SCHOOL DISTRICT 100 AND THE CITY OF BELVIDERE."*

Respectfully Submitted,

Chief Shawn Schadle

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 17<sup>th</sup> 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

THE  
INVESTMENT POLICY  
of the City of  
Belvidere, Illinois  
20102023

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 ~~are~~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 ~~insure~~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 Advisory Board:

- ~~a) There is hereby created the City of Belvidere Investment Advisory Board. The Board shall include the Mayor, City Treasurer, and the Finance Manager. Furthermore, the Investment Advisory Board shall also include no more than five but not less than three representatives of local financial institutions authorized to conduct business with the city. Such representatives shall serve at the request of the Mayor.~~
- ~~b) The purpose of the Investment Advisory Board is to assist the City of Belvidere with compliance with this Investment Policy.~~
- ~~c) The Investment Advisory Board shall meet at least annually and shall be subject to the Illinois Open Meeting Act.~~

1.151.14 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.

1.161.15 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.)

1.171.16 Marking to Market:

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

1.181.17 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

~~Alpine Bank~~

Blackhawk State Bank

Byron Bank

CastleFirst National

Bank

Midland States Bank-

~~Harris Bank PNC~~

**Bank**

~~Poplar Grove State Bank~~

US Bank (Illinois Funds)

Illinois Metropolitan Investment Fund (IMET)

### Security Brokers/Dealers

MB Financial

Wachovia, a Wells Fargo Company

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** August 21, 2023  
**Re:** IEPA Public Water Supply Loan Program – Well #11

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We have been advised by IEPA that Belvidere has 1.3 million dollars in emerging contaminants principal forgiveness reserved for FY2024 for the drilling of well #11 (Project #L17 4188). Attached to this memo is an authorizing debt ordinance required as part of the IEPA loan application process in order to receive our loan offer. The ordinance authorizes \$1,800,000.00 in debt and the final debt amount will be based on the actual costs of the completed project.

I would recommend approval of the debt authorization ordinance for IEPA Project #L17 4188.

**ORDINANCE NUMBER #**

**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:

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City Clerk  
City of Belvidere  
Boone County, Illinois

**CERTIFICATION**

I, \_\_\_\_\_, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of Belvidere. I do further certify that the above and foregoing, identified as Ordinance Number #499H, is a true, complete and correct copy of an ordinance otherwise identified as Ord. No. 499H An Ordinance Authorizing the City of Belvidere, Boone County, Illinois to Borrow Funds from the Illinois Water Pollution Control Program, passed by the City Council of the City of Belvidere on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and approved by the Mayor of the City of Belvidere on the same said date, the original of which is part of the books and records within my control as Clerk of the City of Belvidere.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of the City of Belvidere

**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**

**Estimated Dates**

Loan amount:	\$ [REDACTED]	Construction start:	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
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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.



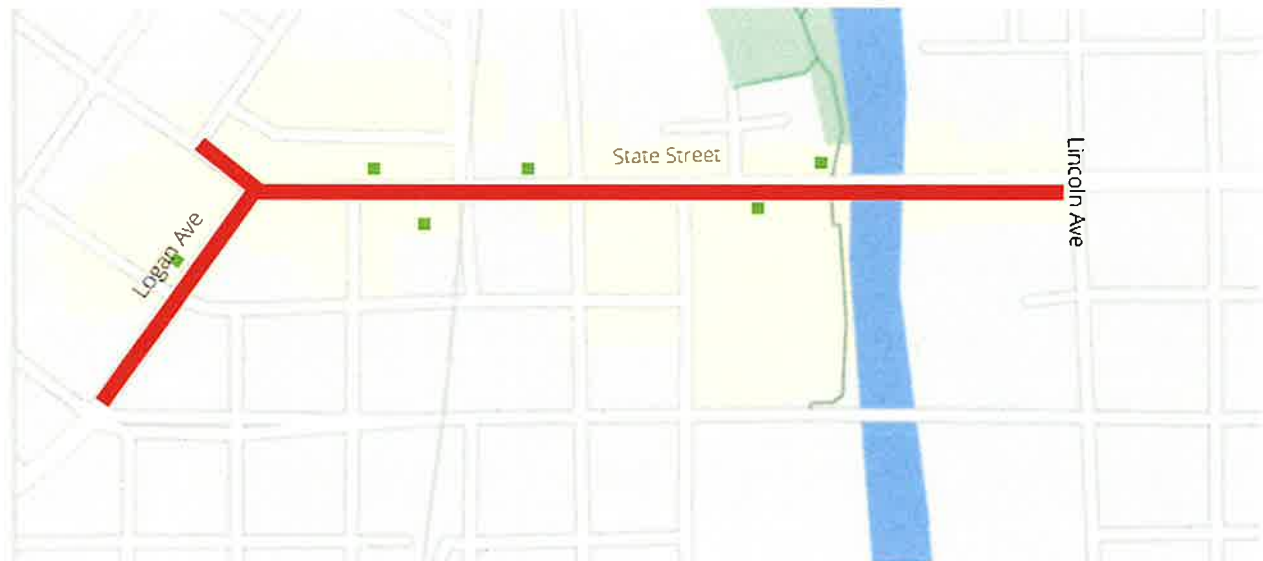
August 14, 2023

Belvidere Area Chamber of Commerce  
404 S State Street  
Belvidere, IL 61008  
(815) 544-4357  
To whom it may concern,

We are writing this correspondence to request temporary street closure for an upcoming event. Wednesday October 25<sup>th</sup>, from 4-7 PM we are holding a Downtown Business Trick or Treat event. Last year this event was very well received by the community with nearly 3,000 guests in our downtown area. The purpose of this event is to bring customer traffic to downtown businesses while also offering a fun event to Belvidere citizens. The request for temporary closure is to ensure the safety of the pedestrians participating in this event.

Our request is to temporarily close State St. from Lincoln Avenue to 1<sup>st</sup> Avenue., as well as Logan Ave between State St. and Main St. (please see the image below) on Wednesday, October 25<sup>th</sup>, 2023, between 3 PM and 7:30 PM.

We are also requesting large trash receptacles be placed in 6 locations along this path. Those locations are indicated on the map below with a green square.



Thank you for your consideration of this matter.

Respectfully,

Amy Nord, Executive Director

Lee Revels, Director of Marketing and Member Support



Wednesday, August 23, 2023

## Application for Belvidere Parade Permit

### City of Belvidere

401 Whitney Blvd., Belvidere, IL 61008 (815)544-2612

To the City Council of the City of Belvidere, Illinois: The organizer(s) named in this application hereby apply to the Belvidere City Council for a permit to hold a parade or procession as specified below. I/we represent that the information stated in this application is true to the best of my/our knowledge, information and belief.

**Name of Event:** LULAC BELVIDERE

**Name of event organizer:** Jennifer Mora

**Address**

**Phone Number**

**Email**

**If the event is proposed to be conducted for, on behalf of, or by an organization, the name, address, telephone number of the local headquarters of the organization:**

Jennifer Mora President, Nancy Razon Secretary of LULAC Belvidere Organization 5303.

**The date when the event is to be conducted:** Sunday, September 24, 2023

**The hours when event will start and terminate:** 1pm-2pm

**The route to be traveled, the starting point, and the termination point:**

Starting point: Lincoln/State

Ending: Logan/State

**Total number of participants expected:** 25

**Total number and type of anticipated floats:** 25

**Total number and type of anticipated vehicles:** 25

**Total number and type of anticipated bands:** 3

**Total number and type of anticipated animals:** 10

**Number of spectators anticipated along route:** 10

**The time and location at which units of the event will begin to assembly:** 12pm

**Any special traffic, parking, or law enforcement problems anticipated (give details):** Police, Fire, Sheriff departments (No parking along the sides of parade)

The organizer(s) understands that they are responsible for the proper conduct of the parade or procession and agree to cooperate with all law enforcement personnel in conducting a safe, orderly and lawful parade or procession. They further understand that they and all participants and spectators will be subject to all applicable statutes, ordinances and official parade regulations.

Any person signing on behalf of an organization represents that he/she is authorized to sign this application on behalf of the organization.

**Signature**

A handwritten signature in black ink, appearing to be "Jennifer M.", written in a cursive style.