



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

| | |
|---------------------------|---|
| Alderman Clayton Stevens | Vice Chairman Public Works |
| Alderman Tom Porter | Chairman Building, Planning & Zoning |
| Alderman Daniel Snow | Co-Chairman City-County |
| Alderman Daniel Arevalo | Vice-Chairman Finance and Personnel |
| Alderman Wendy Frank | Vice Co-Chairman City-County |
| Alderman Thomas Ratcliffe | Chairman Finance and Personnel |
| Alderman George Crawford | Chairman Public Safety |
| Alderman Mike McGee | Vice Chairman Building, Planning & Zoning |
| Alderman Marsha Freeman | Chairman Public Works |
| Alderman Ric Brereton | Vice Chairman Public Safety |

AGENDA

April 13, 2020
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order – Mayor Mike Chamberlain.

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) Fee and Code Corrections.
 - (B) Special Use Extension – 982 Belvidere Road.
 - (C) Special Use Extension – 1550 Pearl Street.

Committee of the Whole
April 13, 2020

- (D) Special Use Extension – 300 South Main Street.
 - (E) Special Use Extension – Car Wash near Speedway Convenience Store/
Gas Station.
 - (F) Resolution #2107 -2020 – A Resolution Directing the Planning
Department to Publish the Zoning Map of the City of Belvidere.
3. Public Works, Unfinished Business: None.
4. Public Works, New Business:
- (A) WWTP Pretreatment Program – Industrial Users Review.
 - (B) WWTP Pretreatment Program – 2019 Annual Report.
 - (C) Wycliffe Lift Station Upgrade – Change Order #2.
 - (D) Water Rate Review – FY 21 Budget.
 - (E) Resolution 2113-2020 - A Resolution for Maintenance Under the Illinois
Highway Code.
 - (F) Biological Oxygen Demand (BOD).
 - (G) Tornado Sirens 2020 Maintenance Agreement – Braniff Communications.
5. Other:
- (A) Public Comment During Executive Order 07.
6. Adjournment:

Memo

To: Mayor and City Council
From: Kip Countryman
CC:
Date: April 3, 2020
Re: Fee and Code corrections

In reviewing our Building Codes and fees, we identified some inconsistencies and errors which resulted from various partial amendments over the years. We suggest remedying these issues as follows:

- 1) When the new International Building and Fire codes were adopted in 2016, Appendix A of the Municipal Code was not modified to reflect that the Fire Plan Review and Inspection fees that were previously adopted in ordinance 98H are now associated with Chapter 22, Buildings, of the Municipal Code as opposed to Chapter 46, Fire Department. As such, Sections 1 and 2, of the attached draft ordinance, clarify that those fees are actually associated with Chapter 22 of the Municipal Code.
- 2) Previously, the Council authorized the Building Department to increase the Electrical contractor fee from \$25.00 to \$50.00. Unfortunately, we believe this may have been done through the budget or some other process and the actual Municipal Code was not modified. As such, Sections 3 and 4, of the attached draft ordinance, modify the Municipal Code to reflect that actual \$50.00 fee.
- 3) Finally, the current fence permit fee for the City is \$15.00. I recommend raising that fee to \$30.00 to make it consistent with other similar fees charged by the City of Belvidere and to facilitate the processing of permit and permit fees. That modification is contained in Sections 5 and 6 of the draft ordinance.

RECOMMENDED MOTION: Motion to Adopt an Ordinance Amending Chapter 22 and Appendix A of the City of Belvidere Municipal Code as attached to Kip Countryman's memo of April 3, 2020.

ORDINANCE #
AN ORDINANCE AMENDING CHAPTER 22, AND APPENDIX A
OF THE CITY OF BELVIDERE MUNICIPAL CODE

WHEREAS, the City of Belvidere previously adopted ordinance 98H setting various plan review and other fees for the City of Belvidere Fire Department which fees are set forth in Appendix A of the City of Belvidere Municipal Code; and

WHEREAS, Appendix A contains a scrivener's error referring to an incorrect code section with respect to Fire Department fees.

WHEREAS, those fees are not referenced within Chapter 22, Buildings and Building Regulations of the City of Belvidere Municipal Code; and

WHEREAS, the Corporate Authorities find it advantageous to increase the fence permit fee set forth in Section 22-33 of the City of Belvidere Municipal Code from \$15.00 to \$30.00 so as to place it at a consistent level with other similar building permit fees; and

WHEREAS, the Corporate Authorities desire to clarify the City of Belvidere Municipal Code and to eliminate inconsistencies.

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

SECTION 1: Article II, Building Codes of Chapter 22 of the City of Belvidere Municipal Code is hereby amended to add a new subsection 22-37 as set forth below:

22-37 – Fire Plan Review and Inspection Fees.

Fees shall be assessed for Fire Department plan reviews and inspections as set forth in Appendix A of Ordinance 98H and Appendix A of the City of Belvidere Municipal Code.

SECTION 2: Appendix A of the City of Belvidere Municipal Code is amended to eliminate reference to Code Sections 46-85 and 46-86 and substituting Code Section 22-37 in their place. The fees associated with those code sections shall remain the same and simply be associated with section 22-37.

SECTION 3: Section 22-241(a) of the City of Belvidere Municipal Code is amended to read as set forth below:

(a) Any person desiring to engage in the business of electrical contractor in the city shall apply for registration to the electrical inspector and pay the fee for registration as set forth in Appendix A. Electrical

contractors must supply the electrical department with a certificate of insurance (original) made out to the city as holder. The application shall be on forms supplied by the building department and shall include evidence of the applicants training, education and/or competence as a professional electrician.

SECTION 4: Appendix A of the City of Belvidere Municipal Code is amended to include a fee as set forth below:

| | | | |
|-----------|-----------------------|---------|----------------|
| 22-241(a) | Electrical Contractor | \$50.00 | Building Dept. |
|-----------|-----------------------|---------|----------------|

SECTION 5: Section 22-33(2)(i) of the City of Belvidere Municipal Code is amended to read as follows:

- i. Fences. All fences or walls over 30 inches high require a permit. Fee shall be 15.00

SECTION 6: Appendix A is amended to modify the fee of section 22-33(i) from \$15.00 to \$30.00.

SECTION 7: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 8: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Voting Aye:
Voting Nay:
Absent:

APPROVED:

Mayor Michael W. Chamberlain

ATTEST:

City Clerk Sarah Turnipseed

(SEAL)

Passed:

Approved:

Published:

JBLH Properties
201 S. 8th St.
South Beloit, IL 61080

TO: Gina DelRose
Community Development Planner

RE: Special Use – 982 Belvidere Rd

Due to unexpected circumstances construction has not started at 982 Belvidere Rd. We are requesting an extension of the special use.

Please contact us at 815-200-9695 if you have any questions.

Thank You

Ryan Crombie

LHC Properties
201 S. 8th St.
South Beloit, IL 61080

TO: Gina DelRose
Community Development Planner

RE: Special Use – 1550 Pearl St.

Due to unexpected circumstances construction has not started at 1550 Pearl St. We are requesting an extension of the special use.

Please contact us at 815-200-9695 if you have any questions.

Thank You

Ryan Crombie

CCSIP Properties, Inc.

8642 US Hwy 20 Garden Prairie, IL, 61038

City of Belvidere
401 Whitney Blvd., Suite 300
Belvidere, IL 61008

March 19, 2020

RE: Case No.: 2017-15; 300 South Main Street

Ms. DelRose:

CCSI International, Inc. is requesting an extension of the special use for a planned development that was issued by the Belvidere City Council on 3 April 2017.

The project has been subject to unforeseen delays.

Should you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,



Russell L. Caldwell
President

CCSIP Properties, Inc.

8642 US Hwy 20 Garden Prairie, IL, 61038

City of Belvidere
401 Whitney Blvd., Suite 300
Belvidere, IL 61008

March 19, 2020

RE: Car Wash near Speedway Convenience Store/Gas Station

Ms. DelRose:

CCSI International, Inc. is requesting an extension of the special use for the car wash planned for the location near the Speedway Convenience Store/Gas Station.

This project has been delayed due to unforeseen delays with the developer of the site.

Should you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,



Russell L. Caldwell
President

RESOLUTION #2107-2020

**A RESOLUTION DIRECTING THE PLANNING DEPARTMENT
TO PUBLISH THE ZONING MAP OF THE CITY OF BELVIDERE**

WHEREAS, Illinois statute requires municipalities to publish a zoning map annually; and

WHEREAS, the City of Belvidere has compiled and attached hereto as Exhibit A, a zoning map (dated February 2020 and current with all approved map amendments and annexation) depicting zoning districts as required by state statute, and

WHEREAS, the Official Zoning Map is on file and available for public inspection and purchase at the Belvidere Community Development Department at 401 Whitney Boulevard, Belvidere.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Belvidere that the Planning Department is directed to publish the Official Zoning Map by posting a copy of the map on the office of the Planning Department's web site. The Planning Department is further authorized to make the Official Zoning Map available for purchase.

Approved:

_____ Mayor

Attest:

_____ City Clerk

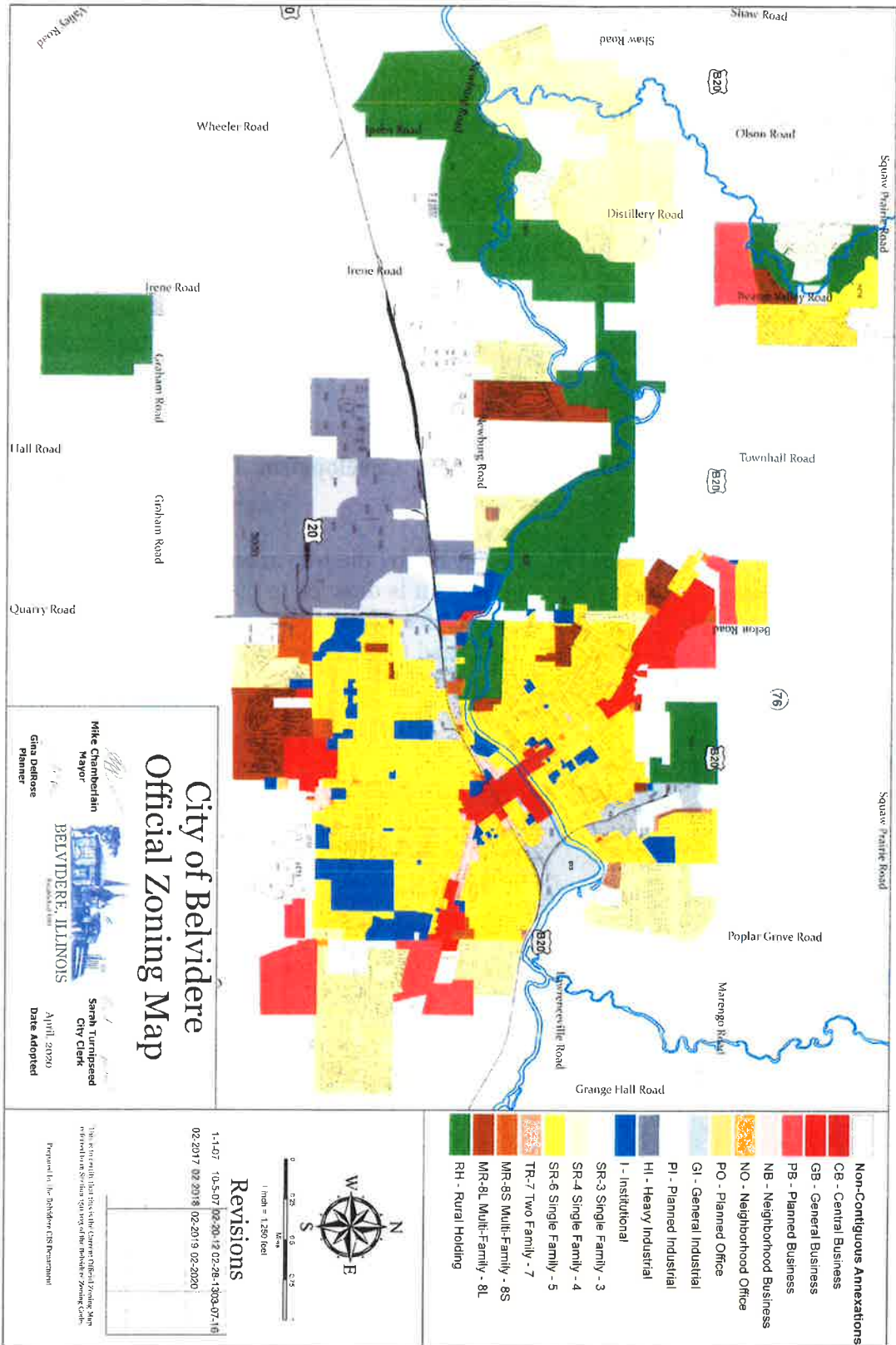
Ayes:

Nays:

Absent:

Approved:

EXHIBIT A



Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 4/7/2020
Re: WWTP Pretreatment Program - Industrial Users Review

Attached to this memo is work order from Baxter & Woodman for assisting WWTP staff in completing the following tasks in accordance with our pretreatment program:

1. Self-monitoring report review and update with each industrial user (4).
2. Update each industrial users Accidental Discharge and Slug Control Plan (4).
3. Complete annual site inspection of each industrial user and follow-up to resolve deficiencies, if needed (4).

I would recommend approval of the work order from Baxter & Woodman, in the amount not-to-exceed \$9,700.00, for the WWTP Pretreatment Program – Industrial Users Review. This work will be paid for from Line Item #61-5-820-6190.

**CITY OF BELVIDERE, ILLINOIS
PRETREATMENT INDUSTRIAL USER SITE INSPECTION ASSISTANCE
ENGINEERING SERVICES
WORK ORDER**

ENGINEERS' PROJECT No. 200402.31

Project Description:

Assist the City with the annual pretreatment site inspections at the four permitted industrial users including the tasks indicated in Attachment A.

Engineering Services:

The general provisions of this contract are enumerated in the Professional Engineering Services Agreement between the City and Engineers dated September 22, 2009.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated September 22, 2009. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, which in total will not exceed \$9,700.

Submitted by: **Baxter & Woodman, Inc.**

By: _____



Title: Vice President

Date: March 31, 2020

Approved by: **City of Belvidere, Illinois**

By: _____

Title: _____

Date: _____

Additional Comments and Conditions: None.

Scope of Services

The following is our scope of services for assisting the City with the annual pretreatment site inspections at the four permitted industrial users (IU): Camcar, Chrysler/FCA, Dean Foods, and Franklin Wire.

1. The self-monitoring reports for each permitted IU have been reviewed by Baxter & Woodman. During this review, submittal deficiencies were noted. Baxter & Woodman will:
 - a. Prepare a summary memo for each industry to document the deficiencies and corrections needed.
 - b. Provide draft summary memo to City for review. Address City comments.
 - c. Submit memo to each industry.
 - d. Phone call with each industry to review memo and answer questions.
2. The four permitted IUs are required to update their Accidental Discharge and Slug Control Plan (Spill Plan) every two years. This has not been done since their permits were renewed in 2016. Baxter & Woodman will:
 - a. Prepare and provide Spill Plan instruction and checklist forms.
 - b. Provide these forms to the permitted industries for them to use to review and update their Spill Plans.
 - c. Review updated Spill Plans.
 - d. Provide review comments to IU.
 - e. If comment are required, confirm comments were addressed by IU in final Spill Plan.
3. The City is required to site inspect the four permitted IUs annually. Baxter & Woodman will:
 - a. Coordinate site inspections with City and IU.
 - b. Prepare site inspection form.
 - c. Attend site inspection and document findings. City staff will be trained on the site inspection procedures.
 - d. Prepare site inspection follow up letter and submit to IU. This letter will outline any deficiencies found during the inspection and provide required items that the IU needs to submit to the City. Follow up to verify the required items were submitted.
 - e. Review follow up site inspection items submitted by IU to verify completeness.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 4/7/2020
Re: WWTP Pretreatment Program – 2019 Annual Report

Attached to this memo is a work order from Baxter & Woodman for assisting WWTP staff in completing the 2019 Annual Pretreatment Report with submittal to USEPA Region 5 and IEPA.

I would recommend approval of the work order from Baxter & Woodman, in the amount not-to-exceed \$5,500.00, to complete this project. This work will be paid for from Line Item #61-5-820-6190.

**CITY OF BELVIDERE, ILLINOIS
ANNUAL PRETREATMENT REPORT ASSISTANCE
ENGINEERING SERVICES
WORK ORDER**

ENGINEERS' PROJECT No. 200402.30

Project Description:

Prepare the 2019 Annual Pretreatment Report and submit to USEPA Region 5 and IEPA including the tasks indicated in Attachment A.

Engineering Services:

The general provisions of this contract are enumerated in the Professional Engineering Services Agreement between the City and Engineers dated September 22, 2009.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated September 22, 2009. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, which in total will not exceed \$5,500.

Submitted by: **Baxter & Woodman, Inc.**

By: _____



Title: Vice President

Date: March 31, 2020

Approved by: **City of Belvidere, Illinois**

By: _____

Title: _____

Date: _____

Additional Comments and Conditions: None.

Scope of Services

The following is our scope of services for preparation and submittal of the City's 2019 Annual Pretreatment Report.

1. Gather, manage, and screen Industrial User (IU) Self-Monitoring Data, and City of Belvidere IU monitoring data for 2019.
2. Track IU sample counts and evaluate five (5) required rolling six (6)-month timeframes quarterly for Significant Non-Compliance (SNC) status, both Chronic and Technical Review Criteria.
3. Gather, manage, and screen WWTP data and summarize for the report.
4. Evaluate IU's Self-Monitoring Data, Violations, and performance to complete the Pretreatment Report Form A for each IU.
5. Evaluate plant data and complete Pretreatment Report Form Cs.
6. Complete the Pretreatment Report Program Summary and report forms.
7. QA/QC of final report submittal.
8. Submit draft report to City for review. Address City comments.
9. Submit the 2019 Annual Pretreatment Report by April 28, 2020 to USEPA Region 5 and IEPA.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 4/7/2020
Re: Wycliffe Lift Station Upgrade – Change Order #2

When the Wycliffe Lift Station was last upgraded, the 8" discharge piping was disconnected and the 18" discharge piping was utilized. During construction of this latest upgrade, we have determined that having access to the 8" discharge line would be beneficial going forward. Stenstrom has submitted a cost of \$47,005.00 to install the additional valves and piping to make an auxiliary connection to the 8" discharge line. They have also submitted a cost of \$1,300.00 to extend the water service an additional 32 lineal feet. The total change order #2 amount is \$48,305.00 and has been reviewed and recommended for approval by CES, our engineer on this project. The original contract amount for this project is \$1,080,956.85 and the total change orders to date represent an increase of 4.7%.

I would recommend approval of Change Order #2 from Stenstrom Excavation and Blacktop Group, in the amount of \$48,305.00, for the Wycliffe Lift Station Upgrade project. This work will be paid for from Sewer Connection Fees #0510.



March 30, 2020

Mark Painter
C.E.S. Inc.
700 West Locust Street
Belvidere, IL 61008

Project:
Belvidere Wycliffe Lift Station
2000 Bridgewater Drive

Re: PCO – 2 Added Valve Pricing

Dear Mark Painter:

The following pricing modification is for the additional work at the connection point of the new and existing force main, work includes adding 1 18" Plug Valve, 1 8" Plug Valve, Valve boxes, Installation of approximately 32 lf of new ductile Iron sanitary pipe 8", installation of 8" portable pump connection, additional pavement removal within Bridgewater Drive, additional aggregate base and the additional hot mix asphalt patch with in Bridgewater Drive. Pricing includes all labor and materials for the installation. All pricing based on drawings provided by C.E.S. Inc with a revision date of 3/25/2020.

| | |
|--|-------------------|
| Pavement Removal Approximately 62 sy additional..... | \$2,117.00 |
| Saw cut (Subcontractor Minimum Charge)..... | \$604.00 |
| Labor..... | \$877.50 |
| Equipment..... | \$635.50 |

| | |
|---|--------------------|
| Sanitary Sewer Pipe 8" approximately 32 lf..... | \$18,985.00 |
| Material..... | \$8,120.00 |
| Stone..... | \$1,147.00 |
| Labor..... | \$5,659.00 |
| Equipment..... | \$4,059.00 |

Additional time is involved in this work due to existing utility locations, and new ComEd line already being installed.

| | |
|----------------------------------|--------------------|
| 18" Plug Valve Installation..... | \$15,373.00 |
| Material..... | \$10,272.00 |
| Labor..... | \$2,865.00 |
| Equipment..... | \$2,236.00 |



8" Plug Valve Installation.....**\$3,952.00**
Material.....\$1,850.00
Labor.....\$1,241.50
Equipment.....\$860.50

Aggregate Base Course, Type B, 10".....**\$1,518.00**
Stone.....\$64.00
Labor.....\$1,024.00
Equipment.....\$430.00

Hot Mix Asphalt Surface Course, 4".....**\$2,359.00**
Material.....\$827.00
Labor.....\$1,119.00
Equipment.....\$413.00

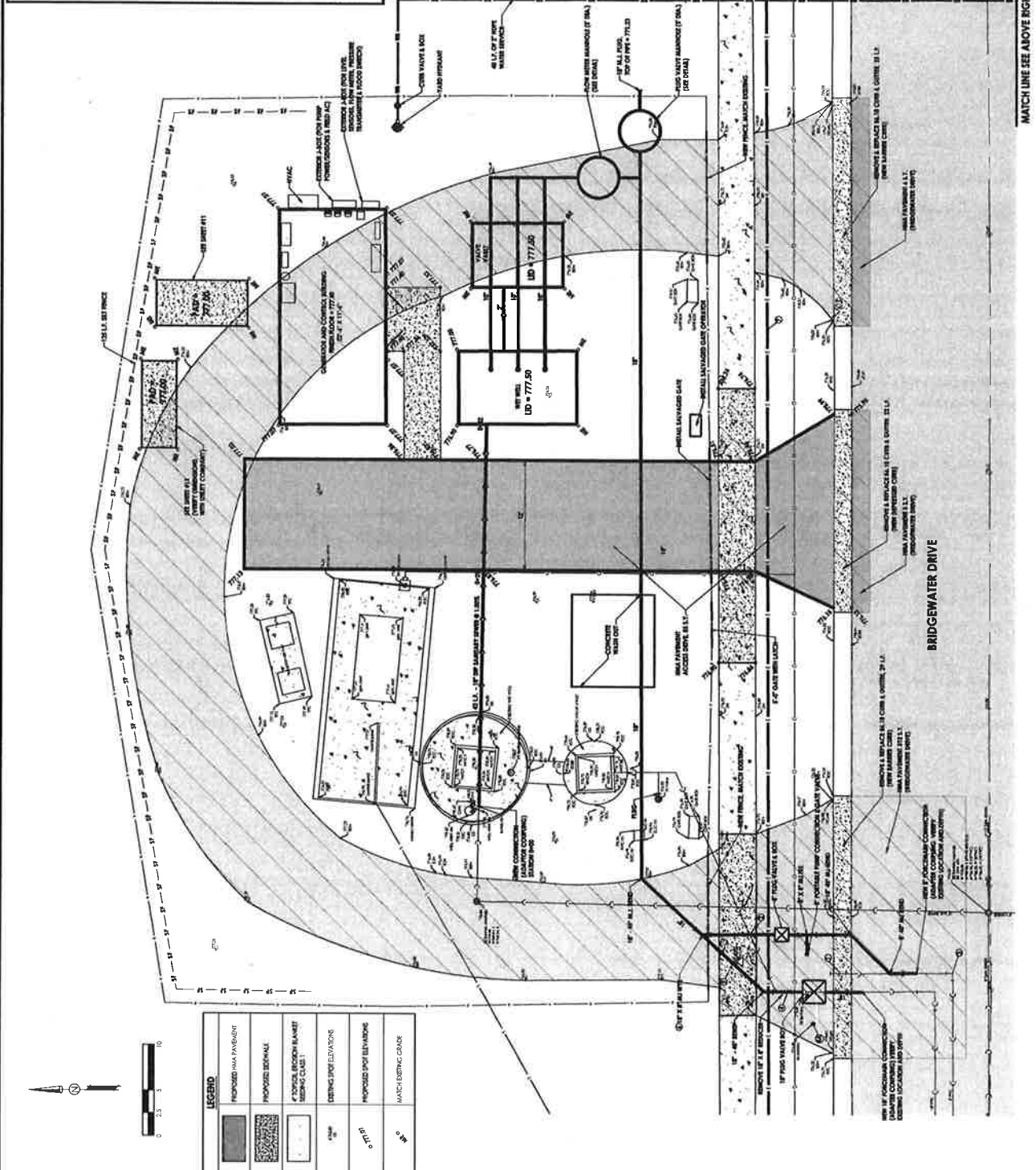
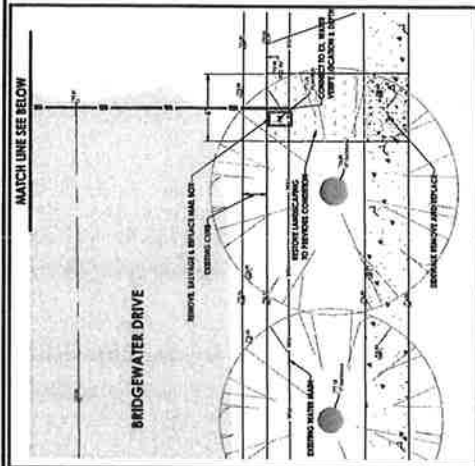
Mobilization (mobilization of additional equipment for pavement restoration and
delivery of additional parts and material).....**\$1,896.00**
Labor.....\$862.50
Equipment.....\$1,033.50

Diesel Fuel for start-up of new generator.....**\$805.00**

Total Add to Contract.....\$47,005.00

Sincerely,
Stenstrom Excavation and Blacktop Group


Jamin Jnger
Project Manager



24. ON EXISTING POTENTIAL PILING:
1. REMOVE EXISTING POTENTIAL PILING AND APPROXIMATELY 10' OF FOOTING. USE EXISTING POTENTIAL PILING AND APPROXIMATELY 10' OF FOOTING FOR CONNECTION TO EXISTING POTENTIAL PILING. VERIFY LOCATION AS SHOWN ON EXISTING POTENTIAL PILING AND APPROXIMATELY 10' OF FOOTING. VERIFY LOCATION AS SHOWN ON EXISTING POTENTIAL PILING AND APPROXIMATELY 10' OF FOOTING.
 2. EXCAVATE POTENTIAL CONNECTION LOCATION.
 3. PREPARE 18\"/>

CHANGE ORDER NO. 2

NOTES:

1. WHERE EXISTING STRUCTURES AND CONNECTIONS ARE BEING REMOVED, THEY SHALL BE CALLED TO MATCH THE EXISTING CONCRETE FINISH.



| LEGEND | |
|--------|--------------------------|
| | PROPOSED MANHOLE |
| | PROPOSED SEWAL |
| | |
| | EXISTING PIPE ELEVATIONS |
| | PROPOSED PIPE ELEVATIONS |
| | MATCH EXISTING GRADE |

| | | | |
|------------|------------------|--------------------|--------------|
| DATE | DESCRIPTION | BY | CHECKED |
| 10/15/2010 | ISSUE FOR PERMIT | J. J. [unreadable] | [unreadable] |
| 10/15/2010 | ISSUE FOR PERMIT | J. J. [unreadable] | [unreadable] |
| 10/15/2010 | ISSUE FOR PERMIT | J. J. [unreadable] | [unreadable] |
| 10/15/2010 | ISSUE FOR PERMIT | J. J. [unreadable] | [unreadable] |
| 10/15/2010 | ISSUE FOR PERMIT | J. J. [unreadable] | [unreadable] |
| 10/15/2010 | ISSUE FOR PERMIT | J. J. [unreadable] | [unreadable] |
| 10/15/2010 | ISSUE FOR PERMIT | J. J. [unreadable] | [unreadable] |
| 10/15/2010 | ISSUE FOR PERMIT | J. J. [unreadable] | [unreadable] |
| 10/15/2010 | ISSUE FOR PERMIT | J. J. [unreadable] | [unreadable] |
| 10/15/2010 | ISSUE FOR PERMIT | J. J. [unreadable] | [unreadable] |

CE.S. INC.
 ENGINEERS & ARCHITECTS
 100 WEST 10TH STREET, SUITE 1000
 DENVER, COLORADO 80202
 PHONE: (303) 733-1111
 FAX: (303) 733-1112
 WWW.CESINC.COM

LIFT STATION SITE PLAN
 WYCLIFF BRIDGE (Tripple)
 BRIDGEWATER DRIVE
 SHEET NO. 101
 DATE: 10/15/2010
 SCALE: AS SHOWN

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 4/7/2020
Re: Water Rate Review – FY '21 Budget

As previously discussed, the FY '21 Water Department budget shows a deficit of \$18,059.00 at the end of the fiscal year. Review of annual water usage indicates a decline of 300,000 gallons per day from 2014 to the present, which I believe represents the effects of water conservation efforts by our residents and industries. The last water rate increase was Ordinance 86H, passed on December 6, 2010.

Under normal circumstances, I would recommend a water rate increase be implemented as part of the FY '21 budget. Every \$0.01 increase generates about \$10,000 in revenue. Therefore, we would be looking at a \$0.02/hcf increase to eliminate the projected deficit. For the typical residential family of four using 15,000 cubic feet per year, a \$0.02/hcf water rate increase would equal an additional cost of \$3.00 per year.

However, the world we live in is not normal and now is not the time to be increasing our water rate. I would recommend that we postpone a rate increase until such time as the pandemic ends. In the meantime, I would recommend that we reduce the Water Depreciation Fund transfer in an amount necessary to maintain a balanced budget.



Resolution for Maintenance Under the Illinois Highway Code



| | | |
|-------------------|-----------------|----------------|
| Resolution Number | Resolution Type | Section Number |
| 2113-2020 | Original | 20-00000-00-GM |

BE IT RESOLVED, by the Council of the City of Belvidere Illinois that there is hereby appropriated the sum of One-Million Three-hundred Thousand and no/100 Dollars (\$1,300,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/20 to 12/31/20.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Belvidere shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I City Clerk in and for said City of Belvidere in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council of Belvidere at a meeting held on _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ Month, Year _____.

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Memo

To: City Council
From: Mike Drella
CC:
Date: April 8, 2020
Re: BOD Fee Correction

The City charges fees for the Biological Oxygen Demand and suspended solids for non-residential water users. These fees are required as part of permitting through IEPA with respect to the treatment of non-residential waste water users.

The fees were established in 1998 by Ordinance 213G. At some point one of the amendments to Appendix A of our code, which lists City fees, failed to include the BOD fees. The fees are still in place, but we wish to ensure they are also in Appendix A. As such, we have prepared the attached ordinance re-inserting the correct fees within Appendix A.

Recommended Motion: Motion to forward to City Council the Ordinance as presented to insert BOD fees pursuant to section 114-354 into Appendix A.

ORDINANCE #
AN ORDINANCE AMENDING APPENDIX A, FEES,
OF THE CITY OF BELVIDERE MUNICIPAL CODE

WHEREAS, The Corporate Authorities of the City of Belvidere enacted Ordinance 213G on April 20, 1998 establishing unit costs for the Biological Oxygen Demand (BOD) and suspended solids in non-residential wastewater users; and

WHEREAS, the Corporate Authorities re-codified the Belvidere Municipal Code including but not limited to Appendix A fees; and

WHEREAS, as a result of a scrivener's error, the fees established by Ordinance 213G were no listed in Appendix A.

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

SECTION 1: Appendix A of the City of Belvidere Municipal Code is amended to include the BOD and Suspended Solids fees established by Ordinance 213G and now codified at 114-354 of the City of Belvidere Municipal Code as follows:

| | | | |
|---------|--|------------------------|--------------|
| 114-354 | BOD: Annual cost proportioned to BOD divided by pounds of BOD per year x 100 pounds | \$19.50 per 100 pounds | Public Works |
| 114-354 | Suspended Solids: Annual cost proportioned to suspended solids divided by pounds of suspended solids per year x 100 pounds | \$9.36 per 100 pounds | Public Works |

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

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Voting Aye:

Voting Nay:

Absent:

APPROVED:

Mayor Michael W. Chamberlain

ATTEST:

City Clerk Sarah Turnipseed

(SEAL)

Passed:

Approved:

Published:

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 4/7/2020
Re: Tornado Sirens 2020 Maintenance Agreement – Braniff Communications

Attached is the proposal from Braniff Communications for the 2020 maintenance of the Tornado Warning Siren System. The maintenance agreement covers all nine sirens.

The following is a comparison of costs from previous agreements:

| <u>2015 Cost</u> | <u>2016 Cost</u> | <u>2017 Cost</u> | <u>2018 Cost</u> | <u>2019 Cost</u> | <u>2020 Cost</u> |
|------------------|------------------|------------------|------------------|------------------|------------------|
| \$5,140.00 | \$5,140.00 | \$5,140.00 | \$5,085.00 | \$5,265.00 | \$5,400.00 |

I would recommend approval of the 2020 Outdoor Warning Siren System annual preventative maintenance agreement with Braniff Communications in the amount of \$5,400.00. This cost will be paid for from Line Item #01-5-240-7900.



*Your Turn-Key Project Source for Audible and Visual Emergency Alerting,
Notification and Communications Systems*

April 1, 2020

Mayor Michael Chamberlain
City of Belvidere
401 Whitney Blvd
Belvidere, IL 61008

**RE: Outdoor Warning Siren System Annual Preventative Maintenance Agreement
Renewal - Agreement No.: PMA-050191B**

Dear Mayor Chamberlain:

Please find enclosed our Invoice #0032709 itemizing the renewal of our Preventative Maintenance Agreement for the Outdoor Warning Siren System in the City of Belvidere for the period from May 1, 2020 thru April 30, 2021. This will continue your coverage of your existing sirens for a period of one (1) year. We will continue our maintenance program as outlined on the enclosed Agreement and Addendum A documents.

Please sign both copies of the enclosed Agreement, as well as the applicable Addendum(s), retain one (1) signed original for your records and return one (1) signed original with a check or purchase order if required, no later than April 30, 2020 so that your coverage will not be interrupted. In the event we do not receive the signed agreement renewal prior to April 30, 2020, the agreement will expire and any requested service to the siren system will be performed on a time and material basis until the agreement is renewed.

On behalf of Braniff Communications, Inc., I would like to thank you for granting our firm the opportunity to provide the City of Belvidere with the enclosed Maintenance Agreement renewal and extend our sincerest interests in assisting you with the long-term future support and maintenance of the Outdoor Warning Siren System equipment. We truly appreciate your business.

Should you have any questions or if Braniff Communications, Inc. can offer any further assistance, please don't hesitate to contact us at your earliest convenience.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jeffrey M. Ryba', is written over a circular stamp.

Jeffrey M. Ryba
President

Encl.

BRANIFF COMMUNICATIONS, INC.
 4741 W. 136TH ST., CRESTWOOD, ILLINOIS 60418
 VOICE: (708) 597-3200 FAX: (708) 597-3307

AGREEMENT NO.: PMA-050191B
OUTDOOR WARNING SIREN SYSTEM
PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

| | | | | | | |
|---|--|------------------------------|--|--|--|--|
| CUSTOMER NAME CITY OF BELVIDERE | | | AGREEMENT DATE: 4/1/2020 | | AGREEMENT TYPE <input type="checkbox"/> NEW <input checked="" type="checkbox"/> RENEWAL | |
| BILL TO ADDRESS 401 WHITNEY BLVD | | | AGREEMENT COVERAGE PERIOD 5/1/2020 - 4/30/2021 | | | |
| CITY BELVIDERE | | STATE IL | ZIP CODE 61008 | | MAINTENANCE INSPECTION INTERVAL <input checked="" type="checkbox"/> ANNUAL <input type="checkbox"/> OTHER | |
| ADMINISTRATIVE CONTACT NAME MAYOR CHAMBERLAIN | | PHONE 815-547-5210 | FAX | | SERVICE TYPE/COVERGAGE <input type="checkbox"/> T&M <input checked="" type="checkbox"/> AGREEMENT | |
| INSPECTION REPORT CONTACT NAME SARAH TURNIPSEED | | | APPLICABLE ADDENDUMS <input type="checkbox"/> NONE <input checked="" type="checkbox"/> ADDENDUM A <input type="checkbox"/> ADDENDUM B | | | |
| INSPECTION REPORT CONTACT E-MAIL CITYCLERK@CI.BELVIDERE.IL.US | | | MAINTENANCE TO BE PERFORMED BY THE FOLLOWING FACILITY NAME BRANIFF COMMUNICATIONS, INC. ADDRESS 4741 WEST 136TH STREET CITY CRESTWOOD STATE IL ZIP CODE 60418 CONTACT SERVICE DEPT. PHONE 708-597-3200 FAX 708-597-3307 | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| QTY. | MODEL DESCRIPTION AND SITE LOCATION | PER UNIT | EXTENDED |
|--|---|----------|-------------------|
| 9.00 | FEDERAL SIGNAL 2001 SERIES, AC/DC OPERATED, OUTDOOR WARNING SIRENS COMPLETE WITH ALL RELATED POLE-MOUNTED SIREN MOTOR/RF CONTROLS AND ELECTRICAL DISTRIBUTION EQUIPMENT, INCLUDING BATTERIES, AT THE FOLLOWING SITE LOCATIONS: MAIN & PERRY (BOONE COUNTY COURTHOUSE) GENOA ROAD & PERSSONS WYCLIFF ESTATES ON GENOA RD. NEWBURG WATER TREATMENT PLANT 900 CRYSLER DRIVE LAKE SHORE & HIGHLINE NEWBURG @ IMRON BONUS AVENUE WATER BEND DR. & RUSTIC WATERS CT. | \$600.00 | \$5,400.00 |
| TOTAL AMOUNT OF MAINTENANCE AGREEMENT | | | \$5,400.00 |

PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT.

| | |
|--|---|
| CUSTOMER AGENT / REPRESENTATIVE (PRINT NAME) | BRANIFF COMMUNICATIONS, INC. JEFFREY M. RYBA, PRESIDENT |
| SIGNATURE | SIGNATURE  |
| DATE | DATE 4/1/2020 |

TERMS AND CONDITIONS

This Maintenance Service Agreement, (this Agreement), is between BRANIFF COMMUNICATIONS, INC., a corporation, ("BRANIFF") and the ("CUSTOMER") as indicated on the reverse side of this Agreement. In consideration of the mutual agreement herein contained, BRANIFF and the CUSTOMER agree as follows:

1.) Subject to the terms and provisions of this Agreement, BRANIFF, hereby agrees to maintain and service equipment, (the OUTDOOR WARNING SIREN EQUIPMENT), described on the reverse side of this Agreement including the referenced and/or attached Addendum(s) beginning and ending on the dates indicated.

2.) CUSTOMER hereby agrees to pay BRANIFF the total of annual charge(s) set forth on the reverse side for the term of this Agreement in one or more annual payment(s), due on the date(s) hereof. In addition CUSTOMER shall pay for any applicable sales, use, excise or other taxes, if any, which may be imposed upon the furnishings of parts, components or services pursuant of this Agreement. In cases where the CUSTOMER is exempt from such taxes, an exemption certificate must be furnished by CUSTOMER.

3.) After the term of this Agreement, this Agreement may be renewed by mutual agreement of the parties, in writing. BRANIFF shall have the option to change and/or revise annual charges for the Agreement renewal and shall notify CUSTOMER of such revisions within thirty (30) day written notice from end of the Agreement term.

4.) BRANIFF shall perform its obligation hereunder during normal business hours at the location(s) of the equipment as provided by the CUSTOMER and indicated on the reverse side of this Agreement in accordance with the referenced and/or attached Addendum(s) of this Agreement as outlined on our inspection reports pertaining to each siren.

5.) The service to be performed by BRANIFF hereunder shall consist of repair or replacement of the EQUIPMENT and parts and components thereof which have malfunctioned or become inoperative in normal wear and usage as outlined on referenced and/or attached Addendum(s), but shall not include interface equipment or, in the instance of radio products, antennas, external microphones and other accessory items. This Agreement does not extend to repair or replacement of the EQUIPMENT or parts or components thereof which have malfunctioned or become inoperative for any other reason, including but not limited to misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty, or modification or alteration by any party other than BRANIFF.

6.) BRANIFF'S obligation to service the EQUIPMENT pursuant to this Agreement shall consist of its obligation of repair or replacement herein above set forth. In the event of any breach of such obligation by BRANIFF, CUSTOMER'S sole remedy shall be to terminate this Agreement and receive from BRANIFF the lesser of: (i) the actual and reasonable cost of such repair or replacement by another party; or (ii) the monthly charges theretofore paid by CUSTOMER in respect of such of the EQUIPMENT for which breach is claimed by CUSTOMER. In no event shall BRANIFF be responsible for consequential damages or other damages, such as, but not limited to, loss of profits, cost of purchasing or renting replacement equipment, or loss of use of the EQUIPMENT or the site where the EQUIPMENT is installed. This limitation on the liability of BRANIFF shall not extend to any claim for damages arising out of injury to person or property directly and proximately caused by the EQUIPMENT.

7.) BRANIFF shall perform its obligation hereunder at the sites as designated by the CUSTOMER. The CUSTOMER shall be responsible for providing access to the EQUIPMENT as well as providing a safe and suitable working site, and shall be responsible for additional costs or expenses incurred by BRANIFF in performing services at such site(s), including, but not limited to transportation costs, temporary equipment rentals, employee overtime, and additional labor costs resulting from utilization of local union workmen to conform with any agreement or other requirements affecting such work site(s).

8.) Any item of the EQUIPMENT which is not new or which has not been subject to a maintenance service agreement with BRANIFF immediately prior to this Agreement shall be inspected by BRANIFF at CUSTOMER'S request and restored to operative condition at the expense of CUSTOMER. In the event that BRANIFF is unable to restore the EQUIPMENT to operative condition, then effective upon the date of notice of such fact to CUSTOMER, this Agreement shall be terminated as to such EQUIPMENT and the charges hereunder equitably reduced. Such termination shall have no effect as to any other EQUIPMENT herein above specified, and in addition, CUSTOMER shall pay BRANIFF its reasonable charges for parts and labor expended in its attempt to restore such EQUIPMENT to operative condition.

9.) BRANIFF warrants that parts, components and services furnished pursuant to this Agreement shall be commercially free from defects of material and workmanship at the time EQUIPMENT is being serviced. Any claim for breach of this warranty shall be ineffective unless written notice thereof shall be given to BRANIFF within the period of one year from the date hereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.

10.) BRANIFF shall use reasonable diligence to perform its obligation hereunder on a commercially timely basis but subject to delays or failure resulting from fire, war, labor disputes, acts of God, governmental regulations, commercial shortages, component or material unavailability, weather conditions, and other causes beyond its reasonable control. Performance by BRANIFF is further conditioned upon complete information or instructions being furnished by CUSTOMER regarding inoperative or malfunctioning conditions of the EQUIPMENT and possible causes thereof.

11.) BRANIFF shall be responsible for all loss of or damage to the EQUIPMENT while in the possession of BRANIFF and CUSTOMER shall be responsible for all loss of or damage to the EQUIPMENT while in transit to or from BRANIFF'S Service Shop designated pursuant to this Agreement. Notwithstanding the foregoing, unless otherwise instructed by CUSTOMER, BRANIFF shall insure return shipments of the EQUIPMENT to CUSTOMER for not less than replacement value thereof and the cost of such insurance shall be billed to and paid for by the CUSTOMER.

12.) CUSTOMER represents and warrants that: (i) CUSTOMER owns the EQUIPMENT or has full right of possession and use thereof throughout the term of this Agreement; (ii) CUSTOMER has full power and authority to enter into this Agreement; and (iii) the performance of this Agreement by BRANIFF as herein above set forth will not violate any contracts or arrangements to which CUSTOMER is a party or which may be binding upon CUSTOMER.

13.) This Agreement may be terminated: (i) by either party hereto in whole or in part as to less than all items of the EQUIPMENT upon giving the other party ninety (90) days advance written notice of its intent to terminate; or (ii) by CUSTOMER upon giving BRANIFF written notice thereof within 15 days after BRANIFF shall have designated a different service facility pursuant to paragraph 3 hereof. Upon the effective date of any such termination all rights and obligations hereunder shall cease and terminate except that: (i) BRANIFF shall complete all services herein required of it with respect to EQUIPMENT theretofore delivered to BRANIFF and shall return same to CUSTOMER; (ii) CUSTOMER shall pay for all charges or other costs accruing prior to the effective date of termination or with respect to EQUIPMENT thereafter returned to CUSTOMER by BRANIFF; and (iii) BRANIFF shall return to CUSTOMER all payments made by CUSTOMER applicable to terminated maintenance services to have been rendered by BRANIFF subsequent to the effective date of termination.

14.) This Agreement constitutes the only agreement between BRANIFF and CUSTOMER respecting the subject matter hereof and supersedes all prior agreements or understands, whether written or oral. This Agreement may not be amended or modified except in a writing signed by BRANIFF and CUSTOMER. Neither party may assign any rights hereunder without the prior written consent of the other. This Agreement shall be solely for the benefit of BRANIFF and CUSTOMER and no other party shall have any rights hereunder.

ADDENDUM A
AGREEMENT NO. PMA-050191B
OUTDOOR WARNING SIREN SYSTEM
PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

A.1 PREVENTATIVE MAINTENANCE INSPECTION INTERVAL AND COVERAGE

- A.1.1 Pricing itemized in this agreement includes an annual, on-site preventative maintenance inspection visit at each of the nine (9) warning siren sites in the City of Belvidere.
- A.1.2 Pricing itemized in this agreement includes all applicable travel time associated with the on-site, preventative maintenance inspections.
- A.1.3 In addition to the on-site preventative maintenance inspection(s), Braniff Communications, Inc. shall provide field service repair in the event of equipment failure(s) discovered during regular monthly testing of the system or other system testing and/or monitoring procedures and shall respond to such service requests within 72 hours, weather permitting. These repairs, caused by normal wear and tear and necessary to maintain the preparedness of the warning system, include all applicable travel and on-site repair labor. Also included, are all required minor replacement parts such as switches, relays, belts, fuses, semiconductors, or any minor part with a published list price of \$50.00 or less. The loss of electrical service power at/to the warning siren site is not a covered repair.
- A.1.4 This Preventative Maintenance Service Agreement does not include the replacement of major warning siren components, including the repair labor associated with the replacement of these components, including but not limited to;
 - A.1.4.1 RF Siren Controller including FM Receiver, Tone Decoder and Timer
 - A.1.4.2 Main Siren Horn Assembly
 - A.1.4.3 Siren Chopper Motor Assembly
 - A.1.4.4 Chopper Housing Assembly (T-1000/1003 & 2001 Series)
 - A.1.4.5 Siren Rotator Motor/Gear Reducer Main Assembly
 - A.1.4.6 Blower Motor/Pump/Housing Assembly (T1000/1003 Series)
 - A.1.4.7 Pole-Mounted Enclosures, including Motor Controls and Battery Storage
 - A.1.4.8 Treated Wooden Utility Pole / Galvanized Steel Pole.
- A.1.5 In the event of a non-covered repair, Braniff Communications, Inc. will submit a detailed labor and parts estimate of the repair cost in accordance to the rates itemized under items A.5 and A.6, and will delay such repair(s) until the City of Belvidere issues a repair purchase order. Such delay shall not interfere with the scheduled maintenance on the balance of the warning system.

A.2 WARNING SIREN SITE ACCESS

- A.2.1 The City of Belvidere shall be responsible to provide for, or facilitate, access by Braniff-owned vehicles including aerial bucket truck(s) and Service Van(s) at each warning siren site as required to perform the preventative maintenance inspection(s) or repairs.
- A.2.2 Site landscape restoration shall be incidental and is not provided for, nor included, in this agreement.

A.3 APPLICABLE MAINTENANCE INSPECTION SCHEDULE(S)

- A.3.1 Preventative maintenance inspections shall be performed in accordance with, as well as documented per, Braniff inspection schedule(s) #2001DC.

A.4 SIREN SYSTEM ACTIVATION CONTROL & STATUS MONITORING STATIONS

- A.4.1 Unless specified and listed on the Preventative Maintenance Service Agreement, any required or recommended equipment inspection and/or repair, including troubleshooting, training and re-alignment required at any applicable Municipal Police/Fire/EMA facility, and/or contracted dispatching agent's facility, should be referred to the equipment service provider under contract or shall be performed, by Braniff, in accordance to the rates itemized under items A.5 and A.6.

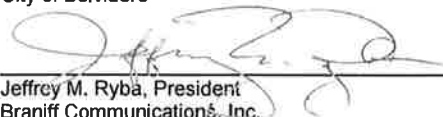
A.5 SERVICE LABOR RATES

- A.5.1 Warning siren site and/or activation control & monitoring station equipment repair, not covered under the Preventative Maintenance Service Agreement as listed under A.1 and A.4, shall be performed according to the labor rates listed herein.
- A.5.2 A Service Call or Travel Labor Charge of \$0.00 per hour shall apply to each hour of travel time and will be billed in 1/2 hour increments.
- A.5.3 Braniff Communications, Inc. shall supply, as required and requested by the, City of Belvidere a Field Service Technician / Service Van at a rate of \$120.00 per on-site hour billed in 1/2 hour increments.
- A.5.4 Braniff Communications, Inc. shall supply, as required and requested by the City of Belvidere, an Aerial Bucket Truck with Operator at a rate of \$145.00 per hour, portal to portal.
- A.5.5 Braniff Communications, Inc. shall supply, as required and requested by the City of Belvidere, an additional Field Service Technician at a rate of \$75.00 per hour, portal to portal.
- A.5.6 When and as applicable, Braniff Communications, Inc. shall conform to the regulations, requirements and rates set forth under the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

A.6 PARTS / MATERIAL DISCOUNT AND PROCUREMENT

- A.6.1 Any required replacement parts, including replacement batteries, shall be furnished by Braniff Communications, Inc. at a discounted rate of 15% off published list price.
- A.6.2 Any proprietary parts that may be required, other than those manufactured by, or utilized by, Federal Signal Corporation, may be available for sale to the end-user only. Under such circumstances, the City of Belvidere shall assist Braniff Communications, Inc. in securing any such applicable part(s) as required.
- A.6.3 In the event of part unavailability due to product obsolescence, Braniff Communications, Inc. shall diligently pursue the procurement of equivalent substitute, refurbished, or used part(s) to complete warning siren equipment repair(s). Under certain circumstances, equivalent substitute, refurbished, or used parts may not be available and replacement components or product shall be quoted.

Preventative Maintenance Service Agreement No. PMA-050191B, Addendum A
City of Belvidere


Jeffrey M. Ryba, President
Braniff Communications, Inc.
4/1/2020

Customer Agent / Representative
City of Belvidere

BRANIFF COMMUNICATIONS, INC.

4741 W. 136th St., Crestwood, Illinois 60418
 Voice: (708) 597-3200 Fax: (708) 597-3307

INVOICE

PLEASE CONTACT CUSTOMER SERVICE WITH ANY QUESTIONS REGARDING THIS INVOICE. THANK YOU FOR YOUR CONTINUED BUSINESS.

INVOICE NO.: 0032709
INVOICE DATE: April 1, 2020
CUSTOMER P.O.: PMA-050191B
SALES ORDER NO.: SO-
PAYMENT TERMS: Net 30 Days

PAGE 1

SOLD TO: 990000291
 City of Belvidere
 Attn: Accounts Payable
 401 Whitney Blvd.
 Belvidere, IL 61008
 USA
 Voice: 815-547-6332
 Fax: 815-544-9603

SHIP TO:
 City of Belvidere
 401 Whitney Blvd.
 Belvidere, IL 61008
 USA

| MODEL/PART NUMBER | DESCRIPTION | QTY. | UNIT PRICE | AMOUNT |
|-------------------|--|------|------------|----------|
| MAINT_AGREEMENT | Annual Preventative Maintenance Agreement Fee for the (9) Outdoor Warning Sirens in the City of Belvidere as per Agreement #PMA-050191B. | 1.00 | 5,400.00 | 5,400.00 |

Shipped Via: Field Service
 Ship Date: May 1, 2020

SUBTOTAL 5,400.00
 SALES TAX
 SHIPPING & HANDLING
 TOTAL INVOICE AMOUNT 5,400.00
 PAYMENT RECEIVED
 TOTAL 5,400.00

CHECK NO.:

ANY PAYMENT REQUIRED UNDER THIS INVOICE IS SUBJECT TO THE TERMS STATED ABOVE.

Memo

To: Mayor and City Council
From: Mike Drella
cc: City Clerk
Date: April 7, 2020
Re: Public Comment During Executive Order 07

As you know, Executive Order 2020-07, executed by the Governor on March 16, 2020, suspends the portions of the Open Meetings Act requiring the physical presence of the quorum and also suspends the conditions in section 7 of the Act which deals with the times when telecommunications may be used. We have already used this provision with Council members utilizing telecommunications for Council and Committee meetings. The Executive Order is silent with respect to the Open Meetings Act requiring a Public Comment period.

Recently, the Illinois Public Access Counselor (the AG appointee charged with enforcing the Open Meetings Act) issued a non-binding opinion suggesting that, during the COVID-19 crisis, it is appropriate to utilize different forms of public comment. The AG upheld a provision used in McHenry County that required persons wishing to make a public comment to do so in writing and not attend the meeting physically. The written comments were then read into the record at the meeting by an attendee at the meeting during public comment. Please note the opinion is limited to the exigent circumstances created by COVID-19.

I suggest we adopt a similar procedure for the duration of the Governor's Executive Order 2020-7, section 6.

Recommended Motion: A motion to limit public comment to written comment at any public meeting which will be read into the record during the public comment portion of the reading. Any such written public comment must be received by the City Clerk no later than 4:30 p.m. the day of the public meeting. The Clerk shall provide an email address for purposes of receiving public comment and post that address on the City's Web Site. Upon termination of the Governor's Executive Orders with respect to public gatherings during COVID-19, this policy shall immediately terminate and public comment will revert to its usual requirement of in person attendance.