



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 Breerton	Vice Chairman Public Safety

AGENDA

April 27, 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. Public Safety, Unfinished Business: None.
2. Public Safety, New Business:
 - (A) Police - Renewal of software license for XRY.
 - (B) Fire - Rapid Response Vehicle.

(C) Fire- Hendrickson and Scarpetta vacation carryover.

3. Finance & Personnel, Unfinished Business: None.

4. Finance & Personnel, New Business:

(A) Budget and Finance Director Becky Tobin – Update.

5. Other:

(A) Special Use Extension – 1930-1960 Chrysler Drive.

6. Adjournment:

Belvidere Police Department



Shane Woody - Chief of Police

Matthew Wallace - Deputy Chief, Investigations

Patrick Gardner - Deputy Chief, Patrol

615 N. Main Street - Belvidere, IL 61008 - Phone 815-544-9626 - Fax 815-544-9603 - www.ci.belvidere.il.us

TO: Mayor Chamberlain and City Council

FROM: Chief Shane Woody

DATE: April 27, 2020

RE: Authorization to renew software license for XRY

The Belvidere Police Department is requesting authorization to renew the department's XRY software license. XRY is an investigative tool that allows trained detectives to use the XRY hardware and software to extract and copy forensically secure cellphone data which can be entered as evidence in a court of law with either consent from the owner or through a judge's order.

The Belvidere Police Department has used this technology over the last 5 years for approximately 250-500 cases ranging from murders, sex assaults, robberies, suspicious deaths, and narcotic investigations, to name a few.

The software license is a yearly renewal that provides software updates including the ability to access cellphones new to the market over the last year or any maintenance issues that the end user may encounter due to software or hardware malfunction. The cost of the XRY software renewal is 3,250.00

Motion: To approve the renewal of the XRY software license. The cost is not to exceed \$3,250.00 and will be taken out of the contractual line item #01-5-210-6020.

QUOTATION

Date	Quote ID	Revision	Effective From	Effective To	
4/2/2020	QUO-26880-F0G0T0	0	4/2/2020	5/2/2020	
Customer Contact		MSAB Contact			
Chris Washburn Belvidere Police Department +1 815-547-6393 washburn@belviderepolice.com		Elizabeth Neal Customer Success Manager +1 856-285-0888 elizabeth.neal@msab.com			
Bill To		Ship To			
Belvidere Police Department		Electronic Delivery			
Part No	Item Description	Qty	Unit	Unit Price (\$ USD)	Line Total (\$ USD)
8904R	XRY Logical & Physical License Renewal License #: 2-2659553 POP: 05/31/2020 - 05/31/2021	1	1-YEAR	3,250.00	3,250.00
				Sub-Total	3,250.00
				Tax (0 %)	0.00
				Grand Total (USD)	3,250.00

This quote is subject to the MSAB Terms & Conditions of Sale;
www.msab.com/terms

CONFIDENTIAL PROPRIETARY INFORMATION

MSAB Inc. Crystal Plaza One
 2001 Jefferson Davis Highway
 Suite 801, Arlington, VA 22202
 Tel +1 703 750 0068 | Fax +1 800 371 9215
 Tax ID # 33-1211059 | Duns #831301762
www.msab.com | sales@msab.com

MSAB Terms & Conditions of Sales

Terms of Pricing and Payment

- For the license to the Software for the defined period, Customer agrees to pay MSAB the fees as outlined above. Payment is due prior to shipping unless other terms have been agreed and specified in the purchase order.
- The license fee provided to use the Software shall also include the right to make use of the Hardware needed to access the Software as provided by MSAB.
- Fees for installation and/or training courses are in addition to the license fee provided above and must be paid prior to execution of installation and/or attendance of training, as applicable.
- All prices and payments shall be in the currency stipulated in this quotation in immediately available funds and without any set-off or deduction.
- All payments are to be made to MSAB by way of wire transfer, credit card or by check made payable to MSAB with reference to the corresponding invoice.
- All prices quoted exclude transportation, insurance, VAT, and other taxes or duties now in force or hereafter enacted. Customer agrees to pay, in addition to the prices quoted or invoiced, all taxes, fees, or charges of any nature whatsoever (including but not limited to withholding taxes and business taxes, imposed by any governmental authority on, or measured by, the transaction between buyer and MSAB) excluding taxes based on MSAB's income. If MSAB is required to collect or withhold the foregoing, the buyer will pay such amounts unless the buyer has provided MSAB with a valid tax exemption certificate authorized by the appropriate taxing authority.
- All quoted prices herein are confidential and shall remain valid for 30 days from the specified submission date (above). MSAB reserves the right to adjust prices after the expiry of such 30 day period.
- Fees may be increased by MSAB (after the Initial License Period noted above).

Terms of Delivery

- Hardware and Software shall be delivered by MSAB to Customer upon execution of these Terms & Conditions of Sales and receipt of payment in full of all fees owed by Customer. All Hardware and Software shall be sent to the address designated by Customer on the Purchase Order.
- Shipment will be Incoterm FCA from the MSAB location unless other terms have been agreed between Customer and MSAB and specified in the purchase order. Shipping and handling costs are extra and will be separately itemized and invoiced to Customer.

Terms for Software and Cable Updates

- Customer shall be entitled to receive software updates and new cables released by MSAB during the License Period specified above so long as Customer is in compliance with the Terms & Conditions of Sales including the payment of all applicable license fees.

Limited Warranty

- Hardware purchased from MSAB as specified above includes a 24 month warranty from the date of purchase. In the unlikely event of an equipment defect caused by normal usage in accordance with any accompanying terms and conditions, MSAB shall either repair or replace the defective product, at its sole discretion, with the same or equivalent product without charge to the customer.
- The foregoing limited warranty for MSAB manufactured hardware may be extended for addition license periods as specified above if the customer continues to purchase a MSAB Software License without interruption. This limited warranty does not apply to computer equipment or any other components that already have a guarantee from a third party supplier.
- The warranty for computer equipment supplied by MSAB can be extended to a maximum of 36 months, provided the customer continues to purchase a MSAB Software License without interruption.

Other Applicable Terms

- All use of the Software and Hardware is subject to Customer's compliance with the terms and conditions of MSAB's End User License Agreement (the "EULA") (read here: <https://www.msab.com/terms/#toc-eula>), which is incorporated herein by this reference and may be updated from time to time at MSAB's discretion.
- All training courses purchased from MSAB either pursuant to these Terms & Conditions of Sales or separately at a future date are subject to MSAB's Terms & Conditions of Training Courses (read here: <https://www.msab.com/terms/#toc-training>), which are incorporated herein by this reference and may be updated from time to time at MSAB's discretion.

Export Restriction License regarding the XRY Software component ("XRY") (Declaration of End User):

- MSAB is obliged to pay particular attention to issues of re-export as XRY is classed as a "Dual-Use" product. End users are therefore specifically prohibited from the re-export of XRY outside of their original nation state.
- Customer does not have the right to reproduce, amend, install, copy, lend or in any way make available XRY or any part thereof to any third party without the prior written consent of MSAB.
- By accepting these terms Customer hereby certifies that XRY for this license ordered and purchased by Customer from MSAB:
 1. Will be exclusively used by Customer.
 2. Will not be transferred or re-exported to a third party.
 3. Will be used in accordance with international human rights norms.
- MSAB will not be held liable to Customer or any other third party for an action or damages claim made arising out of the use of XRY without obtaining the proper consent or approvals. Any use or operation of XRY shall be permitted only after Customer of the XRY System has obtained any relevant consent or approval required pursuant to applicable law in the jurisdiction in which such use is made.
- Customer agrees to indemnify and hold MSAB (without any limitation whatsoever), its directors, shareholders and employees against any damages, claims, liabilities and expenses (including legal fees) arising as a result of using XRY in such circumstances

This Agreement between MSAB and the entity name above (along with the EULA) shall become effective and Customer agrees and accepts the terms set forth herein by signing a copy of this document, or accepts by way of email or other written form the MSAB quote to which this document is attached, (along with credit card authorization form, or wire transfer reflecting the above terms) and returns the same to MSAB and continues for the period set forth above, unless terminated earlier as set forth herein. Thank you for choosing MSAB and for executing and delivering this Agreement.

This quote is subject to the MSAB Terms & Conditions of Sale:

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**BELVIDERE
FIRE
DEPARTMENT**

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

Fire Chief and Administration Offices
(815)544-2242
Fax (815)544-2278

Motion...

From:	Chief Hyser	Today's Date:	April 14, 2020
To:	Sarah Turnipseed	Meeting Date:	April 27, 2020
Subject:	Agenda Item: (Rapid Response Vehicle) for Committee of the Whole – Public Safety Meeting		

Belvidere Fire Department seeks to move forward with the build of its Rapid Response Vehicle (BTAC-2). In review the council approved the purchase of a 2020 Ford F550 4x4 Crew Cab. The Ford chassis arrived in February and the Department has been working on the specifications for the fire/rescue unit phase of the project. We have now determined the specifications and requested quotes from three (3) fire equipment manufacturers. Alexis Fire Equipment was able to provide us with a quote of \$180,332 to finish the build of the fire/rescue unit. The project as it stands right now will come in under the original \$250,000 projected figure by \$17,780.

**Belvidere Fire Department
Rapid Response Vehicle
BTAC-2**

2020 Ford F-550 4x4 Crew Cab Chassis	\$51,828
2020 Alexis Fire Rescue/Suppression Unit	<u>\$180,392</u>
Total:	\$232,220

How it would be paid for:

Public Safety Impact Fees:	\$125,000
FY21 Capital Fund:	\$107,220

Three prior bid proposal requests were sought:

UnRuh Fire – Not able to provide due to specifications and other conditions

MacQueen Group – Not able to provide due to specifications and other conditions

Alexis Fire Equipment – Provided proposal and bid

Additional points about Alexis:

- Familiarity with the manufacturer; they built Belvidere's Ladder 150 and Engine 101
- Excellent customer service response
- Illinois Fire Apparatus Manufacturer building fire apparatus for over 70 years.

Motion to approve the proposal from Alexis Fire Equipment for the purchase of one Rapid Response Fire/Rescue Unit at a cost of \$180,332. This purchase will be financed through Public Safety Impact Fees (\$73,172) with the balance (\$107,220) coming from FY21 Capital Fund.

Respectfully,



Chief Al Hyser



**BELVIDERE
FIRE
DEPARTMENT**

123 S. State St.
Belvidere, IL 61008

Fire Chief and Administration Offices

(815)544-2242

Fax (815)544-2278

Memo...

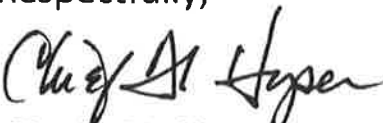
From:	Chief Hyser	Today's Date:	April 20, 2020
To:	Sarah Turnipseed	Effective Date:	May 01, 2020
Subject:	Agenda Items for Committee of the Whole – April 27, 2020		

Carry over vacation time

The following Fire Department member will have to carryover vacation days into the new fiscal year due to reasons beyond his control.

<u>Name</u>	<u>Carryover</u>	<u>Reason</u>
Jake Hendrickson	5 Shifts (120 hours)	Hendrickson started on 11/1/19. From 12/4/19 until 4/7/20 he has been at FF academy. During that time, he earned 5 vacation days and was unable to use them in fiscal 2020.
Mike Scarpetta	1 shift (24 hours)	Scheduled surgery 2 days prior to last vacation day.

Respectfully,


Chief Al Hyser

Gina Delrose

From: Jean Bunge <Jean.Bunge@civilideas.com>
Sent: Thursday, April 9, 2020 11:38 AM
To: Gina Delrose
Cc: Jean Bunge; Kevin Bunge
Subject: Special Use Permit - Renewal Request 1930-1960 W. Chrysler Dr

Hi Gina,

We are requesting a 1 year extension of the Special Use Permit for a personal storage facility at 1930-1960 Chrysler Dr in Belvidere, IL.

The storage facility hasn't been built yet due to adverse market conditions.

Please let me know if you have any questions and when this extension can be granted.
Thanks and have a great day!

Jean Bunge
Special Studies Coordinator



Civil Engineering & Surveying

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