



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

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

AGENDA

November 13, 2023
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Building, Planning & Zoning, Unfinished Business: None.

2. Building, Planning & Zoning, New Business:
 - A. Building Department - Update.
 - B. Planning & Zoning Department - Update.
 - C. Appointment of William J. Biebar to the Planning and Zoning Commission.
3. Public Works, Unfinished Business: None.
4. Public Works, New Business:
 - A. Well #9 Air Handling Unit.
 - B. Business 20 (Genoa Road) and East 6th Street Signal Upgrade -Video Detection.
 - C. Street Department Truck Repairs
5. Other:
 - A. Health Renewal CY 2024 – Tim Knauf of Gallagher.
 - B. Contract for Cleaning Services – City Hall.
 - C. Illinois Paid Leave for All Act.
 - D. Appointment of Wendy Frank to the Board of Library Trustees of the City of Belvidere.
 - E. Appointment of Timothy Ratburn to the City of Belvidere Fire and Police Commission.
 - F. Fire Dept. – Dairy Queen donation.

Memo

To: Aldermen and Planning and Zoning Commission

From: Mayor Clinton Morris

cc: City Clerk

Date: November 7, 2023

Re: Appointment of William J. Biebar to the Planning and Zoning Commission

Commissioner Brad Anderson has resigned his position from the City of Belvidere Planning and Zoning Commission as he has relocated out of the area. I thank Commissioner Anderson for his service

I offer the appointment of William J. Biebar to fill the remaining term of Commissioner Anderson expiring April 30, 2026.

Requested Motion: Motion to consent to the appointment of Mr. William J. Biebar to the City of Belvidere Planning and Zoning Commission for the remainder of the term of office expiring April 30, 2026.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 11/8/2023
Re: Well #9 Air Handling Unit

We have received the following proposals to furnish and install an air handling unit at Well #9 to replace the portable units we have been using in order to increase reliability and performance:

- | | |
|---|------------|
| 1. Ceroni Piping Company
7770 Ceroni Road
Cherry Valley, IL 61016 | \$5,805.00 |
| 2. Helm Service
2279 Yellow Creek Road
Freeport, IL 61032 | \$9,794.00 |

Both firms have successfully completed projects for us in the past and are familiar with Well #9.

I would recommend approval of the proposal from Ceroni Piping, in the amount of \$5,805.00, to furnish and install a Goodman Air Handling Unit at Well #9. This work will be paid for from Line Item #61-5-810-6040.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 11/8/2023
Re: Business 20 (Genoa Road) and East 6th Street Signal Upgrade – Video Detection

The traffic detection loops need to be repaired at the intersection of Business Route 20 (Genoa Road) and East 6th Street. Instead of replacing the existing loops, we have received the following proposals to install video detection at this intersection:

- 1. William Charles Electric \$29,562.50
833 Featherstone Road
Rockford, IL 61107

- 2. Helm Electric \$29,747.00
5280 11th Street
Rockford, IL 61109

Maintenance of this intersection is shared with IDOT. IDOT is responsible for 67% and the City 33%.

I would recommend approval of the proposal from William Charles Electric for the installation of video detection at the intersection of Business Route 20 (Genoa Road) and East 6th Street in the amount of \$29,562.50.

The City's share of the cost, \$9,756.00, will be paid from Public Benefit Fund Line Item #41-5-110-7900.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 11/8/2023
Re: Street Department Truck Repairs

Street Department Truck #2072 is a 1999 Navistar 10-yard dump truck with 81,308 miles and 19,315 hours on it. The frame rails have a couple of cracks and will no longer pass state inspection. The cost of a new replacement truck is currently about \$250,000 and a two-year wait or longer for delivery. We have received a cost estimate from Botts Welding and Truck Service in the amount of \$23,556.08 to make the necessary chassis repairs. The truck also needs to have the injectors replaced, which we will do in-house. The cost of the new injectors and related materials is approximately \$10,000.00. The estimated time to complete the repairs is 60-90 days.

I would recommend approval of the repairs to Street Department Truck #2027 at an estimated total cost of \$33,556.08. This cost will be paid for from Line Item #01-5-310-6020.

City of Belvidere

Medical | Fully-Insured Market Options | Effective 01/01/2024

	CARRIER	NEGOTIATED RENEWAL	MARKET OPTION 1
	Carrier Name Plan Name	BlueCross BlueShield of Illinois BPPE2313	BlueCross BlueShield of Illinois MIBPP2140
PLAN DESIGN*			
In-Network Benefits		BluePrint PPO	Nexus OAP
Calendar Year (CY) Deductible (Individual / Family)		\$3,500 / \$10,500	\$3,000 / \$6,000
CY Out-of-Pocket Max (Individual / Family)		\$4,500 / \$13,500	\$6,000 / \$12,000
Coinsurance (member pays after deductible)		10%	0% / 20%
Preventive Care		\$10 Copay	Covered 100%
Primary Care Visit		\$10 Copay	Desig. Ntwk-\$10, PPO-\$40, \$0 Kids under 19
Specialist Visit		\$30 Copay	Desig. Ntwk-\$40, PPO-\$100
Urgent Care		10% after deductible	\$50 Copay
Emergency Room		\$150 Copay (Copay waived if admitted)	\$300 Copay then Ded and Coinsurance
Inpatient Hospital		10% after deductible	Desig. Ntk-Deductible, PPO-\$500 + Ded + 20%
Outpatient Surgery		10% after deductible	Desig Ntwk - Deductible, PPO- \$250 Copay+Ded+20%
Chiropractic (visit limits may apply)		Covered	\$10 Copay (20 visits)
Phys/Occ/Speech Therapy (visit limits may apply)		10% after deductible	\$10 Copay
Diagnostic Test (X-ray, blood work)		10% after deductible	20% after deductible
Imaging (CT/PET scan, MRI)		10% after deductible	20% after deductible
Prescription Drug Benefit			
Retail		30 Days	31 Days
Tier I / Tier II / Tier III / Ter IV		\$0 / \$15 / \$30 / \$50	Preferred: \$0 / \$10 / \$50 / \$100; Non-Preferred: \$10 / \$20 / \$70 / \$120
Specialty		Covered	\$125
Mail Order		90 Days	90 Days
Tier I / Tier II / Tier III / Ter IV		\$0 / \$30 / \$60 / \$100	\$25 / \$100 / \$187.50 / \$312.50
Out-of-Network Benefits			
CY Deductible (Individual / Family)		\$7,000 / \$21,000	\$7,500 / \$15,000
CY Out-of-Pocket Max (Individual / Family)		\$9,000 / \$27,000	\$15,000 / \$30,000
Coinsurance (member pays after deductible)		30%	30%
COST ANALYSIS			

PEPM Rates - Enrollment per Renewal	Plan 1	BPPE2313	MIBPP2140	CFMM Nexus Rx:EUx
Employee (EE) Only	61	\$653.82	\$730.96	\$570.57
EE + Spouse	16	\$1,338.15	\$1,471.23	\$1,148.41
EE + Child(ren)	4	\$1,471.81	\$1,701.94	\$1,328.49
EE + Family	42	\$2,156.13	\$2,442.22	\$1,906.34
Total Enrollment	123			
Estimated Monthly Premium		\$157,738	\$177,509	\$138,560
Estimated Annual Premium		\$1,892,857	\$2,130,111	\$1,662,715



MEMORANDUM

To: City Council and Mayor Clinton Morris

From: Shannon Hansen, Budget & Finance Officer

Date: November 8, 2023

Re: Contract for Cleaning Services

The current contract for cleaning services at City Hall expires December 31.

Morgan Building Maintenance has very satisfactorily provided these services for the past few years and we would like to continue this relationship. Therefore, it is recommended the City enter into the attached contract for calendar year 2024. Current rates are \$1054 per month and the proposed '24 rate is \$1132.63 which takes into consideration the increase in minimum wage and the Paid Leave for All Workers Act. As we are mindful of costs, we suggest moving from three cleanings per week currently to two, which would reduce the calendar year monthly rate to \$1,057.

I recommend a motion to enter into a one-year contract with Morgan Building Maintenance for cleaning services at City Hall at a rate of \$1057 per month. Fees shall be paid from line item 01-5-110-6010 Repairs and Maintenance – Buildings.

Thank you.

CONTRACT

This agreement made and entered into as of _____ between Belvidere City Hall (client) and MORGAN BUILDING MAINTENANCE INC. (Contractor) provides for the building maintenance services.

- I. LOCATION: This contract shall cover that portion of the building located at 401 Whitney Blvd Belvidere IL 61008.
- II. TERMS AND CONDITIONS: For a period of one year and annually renewing, commencing on the 1st day of January 2024, the contractor agrees to perform the certain labor as listed in the Schedule of Services.
- III. PERFORMANCE AND CONTROL: The contractor shall furnish at his own cost and expense, all labor, services, materials, (except as indicated in the specifications) machinery and appliances which may be necessary or appropriate in the performance of this labor and work in a good workmanlike manner. This work shall be done and performed under the sole supervision, management, and control of MORGAN BUILDING MAINTENANCE, INC. as an independent contractor.
- IV. INSURANCE: The contractor agrees to maintain in force during the terms of this contract, insurance coverage in the following amounts and additional insurance as specified in the client's specifications. Certificate of insurance will be mailed or emailed to client if Morgan Building Maintenance is awarded the contract.

WORKMAN'S COMPENSATION	Statutory Limits
COMPREHENSIVE GENERAL LIABILITY	
BODILY INJURY & PERSONAL INJURY	PROPERTY DAMAGE
\$1,000,000.00 Each Occurrence	\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate	\$2,000,000.00 Aggregate

NOTE: \$10,000.00 Employee dishonest endorsement which is made a part of their package policy.

- V. TERMINATION: The client may cancel this contract for any reason, effective thirty (30) days after notice in writing is delivered to us at MORGAN BUILDING MAINTENANCE, INC., 1120 Allen Street, Belvidere, Illinois, 61008. In the event of total destruction of the premises to be serviced, this contract shall be automatically canceled and client will be billed only for the services to the date of destruction.

The contractor may cancel this contract at any time, effective thirty (30) days after delivery in writing to Belvidere City Hall 401 Whitney Blvd Belvidere IL 61008.

Client agrees not to employ, in any capacity whatever, any person who has been employed by contractor in the performance of the tasks hereunder until at least 120 days or six months have elapsed after termination of the agreement or of the employment with contractor, whichever occurs first.

- VI. CONSIDERATION: For the services rendered and mentioned, the client agrees to pay \$1,057.00 based on two day per week service.
- VII. This will be due and payable thirty days from the date of the invoice for services rendered for that month.

VIII. DAYS NOT WORKED: It is understood the contractor will not provide cleaning services on days that the client will be closed per your holidays. The Contractor will clean on the days per week agreed upon and according to the schedule of services.

IX. ADDENDUM: Schedule of Services.

This contract is binding upon the heirs, administrators and assigns of both parties, and represents the understanding of both parties hereto. The services will be performed according to the list of scheduled services provided under this agreement.

Date: _____

MORGAN BUILDING MAINTENANCE

Signed By Paul Lopez

Title: _____ V.P. Sales _____

APPROVED AS TO CONTENT AND FORM, AND ACCEPTED:

Date: _____

Client: _____

Title: _____

Memo

To: Mayor and City Council
From: Mike Drella
CC:
Date: 11/8/2023
Re: Illinois Paid Leave for All Act

As you know, the General Assembly adopted the Paid Leave for All Workers Act (PA 102-1143) which is effective 1/1/2024. The Act is onerous but essentially requires most employers (including municipalities) to provide 40 hours of paid time off for all employees (even part time). As drafted, the leave must be available within 90 days of hire. However, if an employer makes the leave immediately upon hire, then it is not required to allow a carry over of leave from one year to the next. The Act does not apply to employees subject to a collective bargaining agreement until that agreement expires after 1/1/2024.

Importantly the Act requires:

- All employees, including part time, may earn up to 40 hours of paid time off per year at the rate of one hour for every 40 hours worked. Paid leave begins to accrue upon the first day of work.
- Employers may not require that the leave be taken in increments of greater than 2 hours. As such, an employee can use the leave intermittently and essentially go home 2 hours early (or come in 2 hours late) when they wish.
- The leave may be carried over from year to year unless the employer “front loads” the leave (makes it available on the first day of work and at the beginning of each leave year) in which case the employer can require the leave be on a use it or lose it basis.
- The Act creates some confusion as to whether it is in addition to existing paid time off provided. The IDOL asserts that it does not. However, the Act in one section provides that the Act does not provide compensation for unused leave upon separation of employment unless the employer deems that the leave under the Act is a part of an employee’s paid time off / vacation bank. As such, if the City implements the Act, I recommend crediting the Act leave as a part of the existing vacation leave allowed by the City. While it creates the possibility of pay out upon termination, we are already paying out existing leave so the cost will be non-existent to negligible. However, it would then be clear that an employee that currently receives two weeks’ vacation will still only receive two weeks’ vacation.
- There are several other requirements that do not have a direct economic impact upon the City. The fine for violating any part of the Act is \$2,500.00 per offense.

One of the COG's from the collar counties is lobbying the legislature to pass a trailer bill to exempt municipalities. The Act already exempts park districts, school districts, and the construction industry if they have a collective bargaining agreement. However, the Act specifically includes municipalities. As such, I do not know if the push to exempt municipalities will gain ground.

The Act also excludes any employer that is covered by a municipal ordinance that already mandates paid time off within its jurisdiction. This is a nod to Chicago which previously adopted a paid time off ordinance. The Act is silent as to whether that ordinance must be equivalent to the Act.

As stated previously, many municipal lawyers believe that a home rule municipality may opt out of the Act using home rule powers. However, the IDOL specifically states that is not the case. Further, some municipal attorneys advocate adopting an ordinance mandating paid leave for all municipal lawyers which simply codifies their existing leave policies. They believe this will effectively utilize section 15(p) of the Act to negate its effect.

While the foregoing discussion implies a significant additional cost to the City, that is not actually likely to be the case, so long as a Court does not rule that the Act provides additional leave for all employees above what is already provided. On the non-union side, all City full time non-union employees already receive paid time off.¹ The only employees initially affected will be newly hired employees who would receive one weeks' vacation upon the date of hire as opposed to two weeks on their one-year anniversary. The City only has two part time employees who would also now be entitled to one week of paid time off annually. Union employees are not covered by the act until the current CBA expires. Even then, the Act would only really affect newly hired employees. The library will be impacted to a greater extent as they use part time employees at a much higher level.

Conclusion: The City must take action prior to January 1, 2024. It has four options:

- 1) Modify the City's leave policies to comply with the Act.
- 2) Adopt an ordinance utilizing home rule authority to opt out of the Act. Again, while the Act does not pre-empt home rule authority explicitly, there could be extensive litigation as to whether the leave requirements pertain to the City's own government and affairs or whether it would be deemed a matter of state wide concern thus negating use of home rule authority.
- 3) Adopt an ordinance requiring paid time off which mirrors our current paid leave policies to attempt to use the Chicago clause in the Act.
- 4) Adopt an ordinance which combines 2 and 3 above essentially opting out of the Act, but also adopting our own ordinance in case a court rules home rule authority does not apply.

If the City wishes to move forward with options 2-4 it must adopt the appropriate ordinance prior to January 1, 2024. Option 1 technically requires a modification to our personnel policy prior to January 1, 2024, however there is no likely liability if we are somewhat late.

¹ Of course, the Acts requirement of allowing employees to use time off in 2 hour increments coupled with limiting the City's control over when leave may be taken may have operational impacts upon the departments and indirect additional expenses if it leads to overtime.

Memo

To: City Council

From: Clint Morris

cc:

Date: November 9, 2023

Re: Appointment of Wendy Frank to the Board of Library Trustees of the City of Belvidere

I offer my appointment, for the Council's consideration and approval, of Wendy Frank to the Board of Library Trustees of the City of Belvidere. The appointment is to fill a current vacancy on the Board, created by the resignation of Ms. Dawn Brooks, which term will expire on July 1, 2024. I thank Ms. Brooks for her dedicated service to the Library Board and the City of Belvidere.

RECOMMENDED MOTION: Motion consenting to the appointment of Wendy Frank to the Board of Library Trustees of the City of Belvidere with to fill the remaining term created by the resignation of Dawn Brooks with a term expiring July 1, 2024.

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Memo

To: Aldermen and Fire and Police Commission
From: Mayor Clinton Morris
cc: City Clerk
Date: November 7, 2023
Re: Appointment of Timothy Rathburn to the City of Belvidere Fire and Police Commission

Currently Commissioner Michael Phillips serves as a member of the City of Belvidere Fire and Police Commission as a holdover appointment. His term as Commissioner expired April 30, 2018. Section 10-2.1-1 of the Illinois Municipal Code provides that a member of the Board of Fire and Police Commissioner is to serve a three (3) year term and "...until their respective successors are appointed and have qualified...".

As required by Section 10-2.1-1, I offer my appointment, for the Council's consideration and consent, of Timothy Rathburn to fill the vacancy created by the expiration of Mr. Phillips' term of office. This appointment shall be for the remaining term of the office set to expire April 30, 2024.

I thank Commissioner Phillips for his many years of dedicated service to the Fire and Police Commission and the City of Belvidere.

Requested Motion: Motion to consent to the appointment of Mr. Timothy Rathburn to the City of Belvidere Fire and Police Commission for the remainder of the term of office expiring April 30, 2024.



**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

From:	Chief Schadle	Today's Date:	11/07/2023
To:	Mayor and Council	Subject:	Dairy Queen Donation

Dear Mayor and Council,

Dairy Queen of Belvidere (DQ) and we collaborated to raise funds for public education related to public safety and prevention.

On Tuesday, October 24th, 2023, from 3-7pm DQ allowed us to set up a table inside their restaurant to pass out safety materials. Also, during this time, the owner Neal Patel pledged to contribute 30% of net sales to further our mission to educate our community on public safety.

During the event, over \$850 was raised for our community. Neal pledged to add to that amount and donate an even \$1000.

Therefore, I request the following motion:

Motion to accept the donation from Dairy Queen of Belvidere in the amount of \$1,000 to be used to purchase public safety and prevention materials.

Respectfully Submitted,

Chief Shawn Schadle