



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 Clayton Stevens	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

January 22, 2024
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:

Pam Lopez-Fettes – Growth Dimensions.

1. Public Safety, Unfinished Business: None.

2. Public Safety, New Business:

- (A) Police Department – Update.
- (B) Police Department – Request to Purchase a 2024 Dodge Durango.
- (C) Fire Department – Update.
- (D) Fire Department – Replacement of Flooring at Station 2.
- (E) Fire Department – Sale of Jacob’s Ladder (Fitness Equipment).

3. Finance & Personnel, Unfinished Business: None.

4. Finance & Personnel, New Business:

- (A) Finance Department – Update.
- (B) Aldermanic Pay Per Meeting – Ald. Stevens.
- (C) Amendment to Belvidere Local Motor Fuel Tax Code.
- (D) Scannell Properties Recapture Agreement.
- (E) Committee Appointment - Ald. Clayton Stevens to the Boone County Council on Aging Board.

5. Other:

- (A) Resolution Authorizing certain Annual Parades for 2024.
- (B) Intersection Review Union Avenue & 6th Street. – Ald. Stevens.
- (C) Executive Session to discuss Collective Bargaining Matters pursuant to Section 2(c)(2) of the Open Meeting Act.
- (D) Local 150 Grievance/Employee Discipline.

6. Adjournment:



BELVIDERE POLICE

Matthew Wallace
Deputy Chief—Investigations

Shane Woody
Chief of Police

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 Morris and City Council
FROM: Chief Shane Woody
DATE: January 22, 2024
RE: Request to Purchase 2024 Dodge Durango

On November 16, 2023 Officers were responding to a fight in progress from the area of Genoa and Chrysler Drive. They were northbound on Genoa and as they entered into the intersection of Genoa and Bypass Rte 20 with their emergency lights and siren activated they were struck by a vehicle travelling eastbound on Bypass Rte 20.

The City’s insurance carrier assessed the damage to squad 13, 2019 Dodge Charger, VIN 2C3CDXKT3KH635928, and determined the repairs to the squad car exceeded its’ value and deemed it to be totaled. The insurance payout is \$18,113.00 after the City’s insurance deductible.

A replacement 2024 Dodge Durango and associated equipment and expenses are as follows:

- 1. Vehicle - \$41,343.00
- 2. 5-year warranty - \$3,429.00
- 3. Equipment & Upfitting - \$21,750.00
 - a. Total – \$66,522.00

The unfunded amount for a new squad car and related expenses comes to \$48,409.00. I would request to pay the balance using the Police Departments DUI Equipment Fund. These funds come to the City as a direct result of traffic surcharges when traffic violators are convicted of a DUI traffic offense.

Motion: To authorize the purchase of (1) 2024 Dodge Durango, equipment and upfitting at a cost not to exceed \$66,522.00 with payment coming from the following:

Insurance Check:	\$18,113.00
DUI Equipment Fund:	<u>\$48,409.00</u>
	\$66,522.00



**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:	01/17/2024
To:	Mayor and Council	Subject:	Station 2 Flooring

Dear Mayor and Council,

Station 2 living quarters flooring is aged and worn and in need of replacement. Additionally, the locker/bedroom area is carpeted, which is not ideal for a firehouse. The carpet holds debris and anything else that might be on a responders boots. The carpeted section will be replaced by vinyl tile.

The 2% board has approved funding for 50% of the quoted amount of this project, and will pay for any additional costs.

The City cost share of this project will be paid for by line item 01-5-220-8200. We budget annually \$10,000 toward cost share projects with 2% of which we have \$7,333 remaining.

Therefore I request the following motion:

Motion to approve an expenditure of \$4,713.23 to complete the livingquarters reflooring of Station 2.

Respectfully Submitted,

Chief Shawn Schadle

LONNIE'S CARPET MAX

6551 E. RIVERSIDE BLVD. ROCKFORD IL 61114
815-282-5454

Quote Number: ES302995
PO Number:

Date: Dec 18, 2023 12:21 PM
Salesperson: ANDREW GOLICH

Sold To:
JEFF VAUGHAN
123 S STATE ST
353 E 6TH ST
BELVIDERE, IL 61008

Ship To:
JEFF VAUGHAN
123 S STATE ST
353 E 6TH ST
BELVIDERE, IL 61008

jvaughan@belviderefire.com

Item	Qty	Unit Price	Amount
GRASS VALLEY 20 - VINYL TILE - 8 X 48 - 13 PER CASE: TO BE DETERMINED	1,178.78 SF	\$3.65	\$4,302.55
LVT INSTALLATION GLUE DOWN	1,178.78 SF	\$2.25	\$2,652.26
REMOVAL, CARPET, CUSHION, TACK STRIP, GLUE DOWN OR RUBBER BACK	583.83 SF	\$0.45	\$262.72
FLOOR PREP	1 SF	\$500.00	\$500.00
APPLIANCES MOVE AND RESET	2 EA	\$50.00	\$100.00
BASE SHOE GUNSTOCK: 1/2 X 3/4	312 LF	\$2.58	\$804.96
BASE SHOE INSTALLATION, NEW MATERIAL	312 LF	\$2.00	\$624.00
TBD REDUCER: TBD	3 EA	\$59.99	\$179.97

Material: \$5,287.48
Services: \$4,138.98
Quote Total: \$9,426.46



**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:	01/17/2024
To:	Mayor and Council	Subject:	Sale of Jacob's Ladder

Dear Mayor and Council,

About six years ago 2% purchased a Jacob's Ladder, which is a piece of cardiovascular fitness equipment. This is housed at Station 2. At a recent 2% meeting the board was presented a department survey showing that the equipment was rarely used. The 2% board requested that we sell or trade in the Jacob's Ladder and utilize the proceeds towards fitness equipment that is more desired. The 2% board has agreed to cover any additional costs if the new equipment is more than the proceeds.

Therefore I request the following motion:

Motion to sell or trade in the Jabob's Ladder by any legal means and purchase fitness equipment.

Respectfully Submitted,

Chief Shawn Schadle

To: Mayor Morris, City Clerk and the City Council

Re: Aldermanic pay per meeting

Date: 01-17-2024

I would like to continue the discussion about Aldermanic pay. For the topic of that if an Alderperson does not show up for a meeting they do not get paid for at least one quarter for their monthly pay per month, per meeting missed.

I am requesting that this matter be placed on the applicable agenda for discussion.

Ward One Alderman

A handwritten signature in blue ink, appearing to read 'Clayton Stevens', is written over the typed name. The signature is stylized and cursive.

Clayton Stevens

Memo

To: Mayor and City Council

From: Mike Drella

cc: City Clerk

Date: January 5, 2024

Re: Amendment to Belvidere Local Motor Fuel Tax Code

In 2018 the City of Belvidere adopted a local motor fuel tax at the rate of 2 cents per gallon of fuel purchased at retail within the City of Belvidere. Importantly, it only established the tax upon the retail purchase of the fuel, but excluded the “use” of the fuel. As such, a large fleet operator who purchases fuel in bulk for use of its vehicles operated from the City of Belvidere is not subject to that tax.

The City of Chicago, has established a local motor fuel tax that includes not just the purchase at retail, but also the use of fuel within the community, thus capturing bulk purchases of fuel that are used in large scale operations within the communities. Such an ordinance was upheld by the Appellate Court of the First District, Illinois in Ford Motor Co. v Chicago Dept. of Revenue, 14 NE3d 667 (2014).

Attached is a possible amendment to the City of Belvidere LMFT tax that would capture 2 cents per gallon for fuel used within the City. It does not apply to anyone who has already paid the 2-cent tax at retail. It also does not apply to those who simply buy gas outside the City and simply fuel other equipment other than motor vehicles (snowblowers, lawnmowers, snowmobiles etc.). Use is defined as actually putting the fuel into the gas tank of a motor vehicle. As such, it also would not affect those who buy gas for their motor vehicle outside of the City of Belvidere. In short, the only persons affected would be those who transfer fuel to a motor vehicle within the City of Belvidere and who have not paid the 2-cent tax at retail. The entities affected would really include bulk purchasers, such as those who operate fleets and fill them from their own bulk stores of fuel within the City.

The City should consider adoption of the proposed amendment to eliminate the loophole in the current ordinance for bulk purchasers of fuel.

Sec. 106-300. Definitions.

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City means the City of Belvidere, Boone County Illinois.

Department means the budget officer or finance director of the city or such other city department or individual as assigned by the mayor.

Motor fuel means any volatile and inflammable liquid or gas produced, blended or compounded for the purpose of or which is suitable for operating any combustion engine or a vehicle, or which is used in propelling a vehicle. "Vehicle fuel" includes, but is not limited to, gasoline, gasohol, diesel fuel, ethanol, motor benzol, motor benzene, propane gas fuel, kerosene and "special fuel" as defined in the Illinois Motor Fuel Tax Law, as amended [ILCS Ch. 35, Act 505 § 1.13], and blends thereof.

Person means any individual, firm, trust, estate, partnership, association, corporation, limited liability company, joint venture, joint stock company, receiver, trustee, conservator, legal representative, or other legally recognized entity.

Retail vehicle fuel dealer means any person who is engaged in the business of selling motor fuel in the city to a purchaser for the purchaser's use or consumption, and not for resale in any form.

Sale, resale, or purchase means any transfer of ownership or title or both, any exchange or any barter, whether conditional or otherwise, in any manner or by any means whatsoever for consideration.

Sale at retail means any sale to a person for that person's use or consumption and not for resale to another.

Use means the exercise of any right to or power over vehicle fuel incident to the ownership thereof, including, but not limited to, the receipt of vehicle fuel by any person into a fuel supply tank of a vehicle. A user of motor fuel means any person using or causing to be used the motor fuel as described herein and in section 106-301.

Vehicle means any machine or device in, upon or by which any person or property is or may be transported or drawn upon a rail, street, road highway or otherwise upon land, in or upon water, or through the air. "Vehicle" includes, but is not limited to, motor vehicles as defined in the Illinois Vehicle Code, automobiles, trucks, buses, trains, motorcycles, boats, and aircraft.

Sec. 106-301. Local motor fuel tax imposed.

- (a) A local motor fuel tax is hereby imposed upon the privilege of purchasing or using each gallon of motor fuel, or fraction thereof, ~~sold at retail~~ purchased in a sale at retail or used within the corporate limits of the city, at the rate of two cents per gallon, ~~effective September 1, 2018~~. The ultimate incidence of and liability for payment of the tax is to be borne by the retail purchaser or user of motor fuel. Nothing in this chapter shall be construed to impose a tax upon the occupations of persons engaged in the retail sale of vehicle fuel. It shall be the duty of every retail vehicle fuel dealer to secure the tax from the purchaser at the time the retail vehicle fuel dealer collects the purchase price for the motor fuel and to pay over the tax to the city through the department.
- (b) In the event motor fuel is dispensed in a unit of measure other than the gallon, the tax shall be imposed at the same ratio to one cent as the unit is to the gallon. The tax shall be paid in addition to any and all other taxes and charges.
- (c) It shall be presumed that all sales and uses of motor fuel in the city are subject to the local motor fuel tax until the contrary is established, by clear and convincing evidence. The burden of proving that a sale or use is not taxable under this article shall be upon the retail vehicle fuel dealer, purchaser or user so claiming.
- (d) The local motor fuel tax imposed by this article shall not be applicable to the privilege of purchasing or using vehicle fuel when such fuel is purchased or used, as the case may be, by the federal government, or any of its instrumentalities.
- (e) Use of motor fuel shall be deemed to occur only at the place within the City of Belvidere where the motor fuel is transferred into a motor vehicle, subject to registration and licensing under the Illinois Vehicle Code, by which it is to be consumed. To the extent that a person has paid the tax imposed by this Article on the retail purchase of motor fuel, such person shall be exempt from the payment of and liability for said tax on the use of such fuel.

Sec. 106-302. Collection and remittance of local motor fuel tax.

- (a) The local motor fuel tax shall be collected by each retail vehicle fuel dealer, who shall have the duty to collect the local motor fuel tax from the purchaser of the ~~vehicle-motor~~ fuel, and thereafter remit such local motor fuel tax to the city.
- (b) If any retail vehicle fuel dealer fails to collect the local motor fuel tax, such retail vehicle fuel dealer shall remain liable for the local motor fuel tax not collected and shall pay the amount of the local motor fuel tax due to the city in accordance with this article.
- (c) On the 20th day of each calendar month the retail vehicle fuel dealer or each user, as described in Section 106-301 shall transmit a report of sale or use of all vehicle fuel in the previous month, on forms to be created and approved by the department, together with a sum of money equal to the amount of the local motor fuel tax owing for the applicable month. A retail vehicle fuel dealer may retain one percent of the total sum of motor fuel tax owed for the applicable month as a credit to reimburse the retail vehicle fuel dealer for the time and expense incurred in connection with collecting and remitting the local motor fuel tax.
- (d) Failure by the retail vehicle fuel dealer to file sales and use tax returns with the Illinois Department of Revenue shall not relieve the retail vehicle fuel dealer from the responsibility to pay the local motor fuel tax to the city. The Department may require each retail vehicle fuel dealer and each user to file with the Department copies of the corresponding sales and use tax returns submitted to the Illinois Department of Revenue. The Department may require each user of motor fuel to file copies of invoices or paid receipts representing the user's purchase of motor fuel used in the City under this Article.
- (e) Late or unpaid payments of the local motor fuel tax shall, in addition to penalties as set forth in this article or in Section 1-9 of the City of Belvidere Municipal Code, be subject to interest at the rate of one and one-half percent per month or each fraction thereof. Further, a retail vehicle fuel dealer will not be entitled to the one percent credit set forth in subsection (c) above if a payment is late or unpaid.

(Ord. No. 405H, § 1(Exh. A), 7-16-18)

Sec. 106-303. Registration.

Each retail vehicle fuel dealer shall register as a retail vehicle fuel dealer with the upon forms created and approved by the department. Each person who maintains or operates an above ground storage tank or below ground storage tank for the dispensing of motor fuel, not at retail, into a motor vehicle subject to registration under the Illinois Vehicle Code shall register as a vehicle fuel dispenser upon forms created and approved by the department.

(Ord. No. 405H, § 1(Exh. A), 7-16-18)

Memo

To: Mayor and City Council
From: Mike Drella
CC:
Date: 1/12/2024
Re: Scannell Properties Recapture Agreement

As a part of the Scannell Properties annexation and subdivision process (General Mills), Scannell has constructed watermains that will benefit properties to the west of Irene Road (MRS). As such, Scannell is entitled to recapture a portion of that costs from the future development to the West. Attached is a recapture agreement, drafted by the City, providing for that recapture. Please note that it is non-recourse to the City meaning it is only paid if we receive the money from the property to the west.

Recommended Motion: Motion to approve the recapture agreement between the City of Belvidere and Scannell Properties #554 LLC.

SCANNELL PROPERTIES #554, LLC
RECAPTURE AGREEMENT

WATER EXTENSION
IRENE ROAD AND US Route 20

THIS RECAPTURE AGREEMENT (this “Agreement”) is made and entered into this day of January, 2024, by and between the City of Belvidere, a municipal corporation of the State of Illinois, Boone County, (“City”) and Scannell Properties #554, LLC, an Indiana limited liability company (hereinafter “Owner” or “Developer”).

RECITALS

A. Developer and City entered into that certain Annexation Agreement on or about May 2, 2022 (the “Annexation Agreement”), which was recorded in the Official Records of the Boone County Clerk and Recorder on May 26, 2022 as Instrument Number 2022R03066; and

B. Pursuant to the Annexation Agreement, and the City of Belvidere Municipal Code, Developer constructed and dedicated, or will dedicate, to the City potable water utilities (the “Utilities”) which will benefit other properties (collectively, the “Benefited Properties”) in proximity to the Owner’s property; and

C. The Benefited Properties are the parcels fronting the West side of Irene Road from the south right of way line of the Union Pacific Railroad extending south along Irene Road a distance of 794.29 feet as shown in the attached Exhibit A, which is incorporated herein by this reference; and

D. Owner agreed to construct and has constructed the Utilities to the City’s specifications to serve the Benefited Properties if the City agreed to recapture an equitable portion of the cost of such construction from the Benefited Properties; and

E. The City agrees that Owner is entitled to recapture a portion of the cost of constructing the Utilities that is allocable to the Benefited Properties from the Recapture Fees that are paid from time to time by the owners or developers of the Benefited Properties.

NOW, THEREFORE, in consideration of mutual promises and agreements contained herein, the City and Developer agree as follows:

1. Recitals: The foregoing recitals are incorporated herein by this reference.
2. Recapturable Improvements: The Recapturable Improvements are the Utilities. Owner represents and warrants that it has fully completed and paid for all costs of the Utilities in accordance with the Annexation Agreement, the approved Plat of Subdivision, and the approved

construction plans for the Utilities. The City and Owner agree that the total cost of constructing the Utilities is \$614,112.00.

3. Recapture Fees: The City and Owner agree that the entire amount subject to recapture is \$121,566.08 (the "Recapture Fees"), which represents that portion of the total construction cost of the Utilities that benefits the Benefited Properties.

4. The Benefited Properties shall pay the recapture fee based upon their frontage upon that portion of Irene Road lying 794.29 feet south of the Union Pacific Railroad as shown on Exhibit A at the rate of \$153.05 per linear foot.

5. The City will use its best efforts to collect the Recapture Fees provided herein from each parcel of the Benefited Properties at the time they seek to connect to the City's potable water system, or earlier at the City's discretion based upon the applicable parcel's frontage upon that portion of Irene Road subject to recapture as set forth above. The City shall not be liable to Developer if the City is, for any reason, unable to collect said costs. The City's responsibility to reimburse Developer shall be limited to payments from funds actually collected from Benefited Property owners and as such the City's obligations under this Agreement are non-recourse to the City's other general and special funds.

6. Developer agrees to indemnify, defend and hold harmless, the City, its officials, officers, employees and agents, in both their official and individual capacities, from and against any claim, demand, liability and/or litigation arising out of, or in any way related to, this Agreement or the City's collection of the Recapture Fees contemplated herein, from any third party, except to the extent of the City's negligence or willful misconduct.

7. Either party may enforce this Agreement by any action or proceeding at law or in equity. The parties agree that any action relating to this Agreement shall be brought in the 17th Judicial Circuit, Boone County, Illinois, and both parties submit to jurisdiction and venue in that Court. This Agreement shall be construed under Illinois law without regard to conflicts of law provisions.

8. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement.

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

WHEREFORE, the parties hereto have set their hands this _____ day of ____, 2023.

CITY:

City of Belvidere,
an Illinois municipal corporation

By: _____
Mayor Clinton Morris

DEVELOPER:

Scannell Properties #554, LLC,
an Indiana limited liability company

By: 
Marc D. Pflieger, Manager

ATTEST:

City Clerk

EXHIBIT A

Scannell Recapture

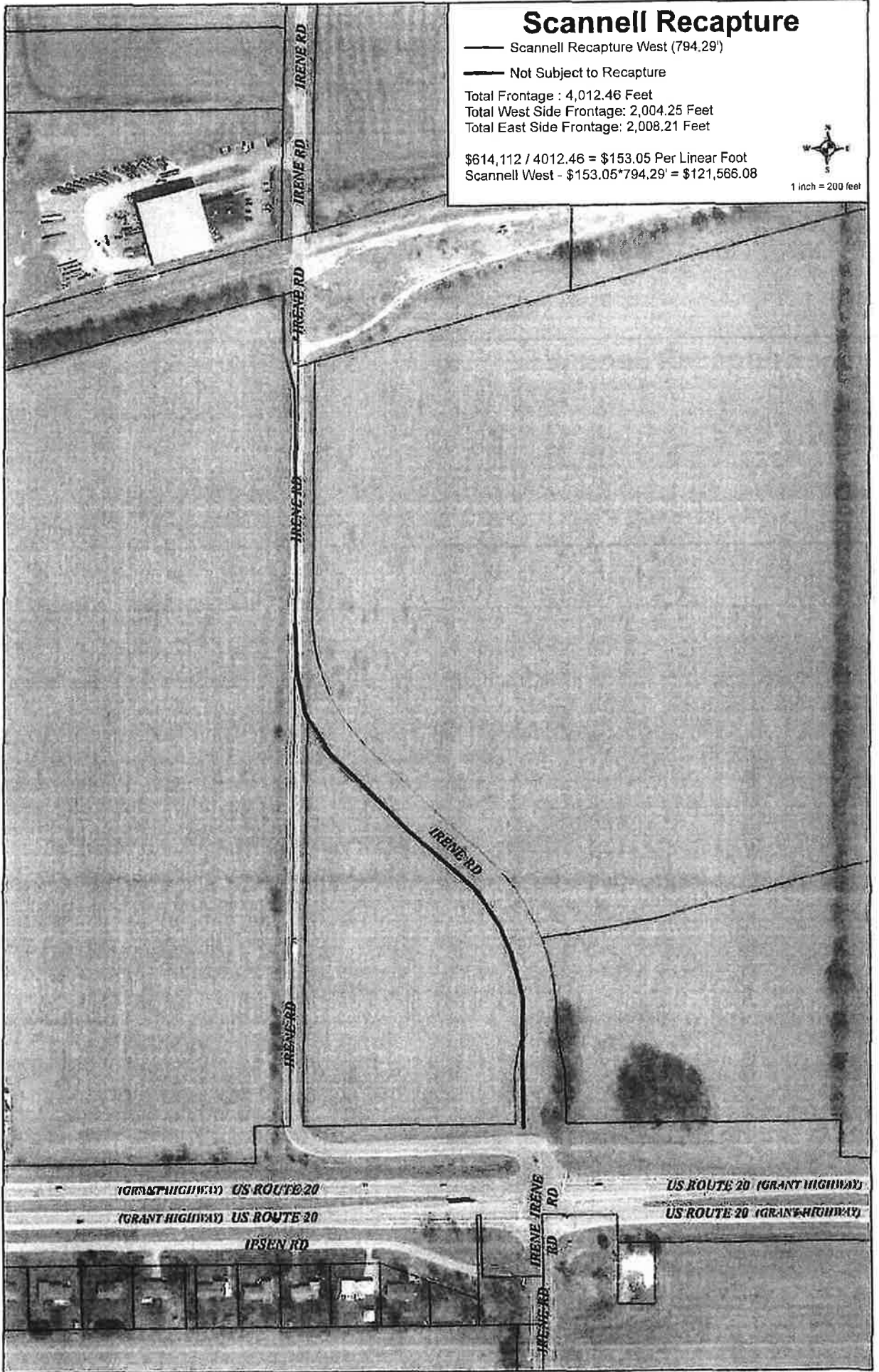
- Scannell Recapture West (794.29')
- Not Subject to Recapture

Total Frontage : 4,012.46 Feet
Total West Side Frontage: 2,004.25 Feet
Total East Side Frontage: 2,008.21 Feet

$\$614,112 / 4012.46 = \153.05 Per Linear Foot
Scannell West - $\$153.05 * 794.29' = \$121,566.08$



1 inch = 200 feet



Resolution #2024-2

A RESOLUTION AUTHORIZING CERTAIN ANNUAL PARADES FOR 2024

WHEREAS, the City of Belvidere allowed certain organizations to conduct parades on city streets in 2023, and

WHEREAS, the City Council finds it to be in the best interest of the City to allow the same parades in 2024,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BELVIDERE, ILLINOIS AS FOLLOWS:

SECTION 1: That the Mayor and City Council of the City of Belvidere approve the annual parades as set forth in Exhibit A, which is incorporated herein by reference.

SECTION 2: That the Mayor is authorized to approve amendments to the parade routes and the times and dates of the parades.

SECTION 3: The Police, Fire, and Public Works Departments are directed to provide such parade assistance as the Mayor directs.

Ayes:

Nays:

Absent:

Date Approved:

Approved:

_____ Mayor

Attest:

_____ City Clerk

ANNUAL PARADES
EXHIBIT A

- EVENT:** **GOOD FRIDAY**
SPONSOR: Members of St James Church
ROUTE: Assembles on Church Street right on Main Street right Buchanan Street right on Warren Avenue and ending at Church Street.
- EVENT:** **MEMORIAL DAY**
SPONSOR: Veteran's Memorial Commission
ROUTE: Assembles at City Lot #5, proceeds West on Pleasant to State St. Brief ceremony at State Street Bridge.
- EVENT:** **4TH OF JULY/HERITAGE DAY CELEBRATION**
SPONSOR: Heritage Day Committee
ROUTE: Assembles at Harrison St., proceeds to State Street, heading south ending at Logan Ave.
- EVENT:** **HOMECOMING PARADE**
SPONSOR: Belvidere High School
ROUTE: Assembles at the Community Building and proceeds South on Pearl Street to 6th Street, East on 6th Street to East Avenue to High School.
- EVENT:** **HOMECOMING PARADE**
SPONSOR: Belvidere North High School
ROUTE: Assembles at the corner of Buchanan Street and Main Street and proceeds north on Main Street ending at West Street.
- EVENT:** **ANNUAL HALLOWEEN PARADE**
SPONSOR: IOU Club
ROUTE: Assembles on North State Street between Perry and Boone and proceeds to the Community Building.
- EVENT:** **VETERAN'S DAY PARADE**
SPONSOR: Veteran's Memorial Commission
ROUTE: Assembles at State Street and Lincoln Avenue, March to WWII Memorial in Belvidere Park then to VFW for ceremony.
- EVENT:** **CHRISTMAS PARADE**
SPONSOR: Belvidere Park District
ROUTE: North of Ida Public Library proceed south on State Street ending at Community Building.

To: Mayor Morris, City Clerk and the City Council

Re: New stop sign at W. 6TH Street and Union Avenue

Date: 01-11-2024

I have had resident express their dissatisfaction with the new stop sign at W. 6TH Street and Union Avenue. Some of the complains are that it is too close to Pearl Street. I would like to discuss moving it to W. 6TH and 5TH Avenue where there is a crosswalk used by the children from Washington School.

I am requesting that this matter be placed on the applicable agenda for discussion.

Ward One Alderman

A handwritten signature in black ink that reads "Clayton Stevens". The signature is written in a cursive style with a large initial 'C' and a long, sweeping tail.

Clayton Stevens