



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

March 25, 2024
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

3D Mapping for Land Use Planning – Sherry Branson.

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.
2. Public Safety, New Business:
 - (A) Police Department – Update.
 - (B) Police Department – Request to Accept \$3000 donation from Perryville Pet Hospital.
 - (C) Fire Department – Update.
 - (D) Fire Department – Sale of 2003 Ford E-350.
 - (E) Fire Department – Metro First Amendment.
 - (F) St. James Catholic Church - Corpus Christi Procession June 2, 2024.
3. Finance & Personnel, Unfinished Business: None.
4. Finance & Personnel, New Business:
 - (A) Finance Department – Update.
 - (B) Consultant Agreement for DCEO Economic Development Grant.
 - (C) Liquor License Fees.
5. Other:
 - (A) Public Works- Newburg Rd. STBG Grant Project – Bid Tabulation.
 - (B) Public Works – Rock Salt Contract Joint Participation Agreement.
 - (C) Deer Hills Renewal of Annexation Agreements.
6. Adjournment:



BELVIDERE
POLICE

Matthew Wallace
Deputy Chief—Investigations

Shane Woody
Chief of Police

Daniel Smaha
Deputy Chief—Patrol

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

Date: 3-25-2024
To: Mayor Morris and City Council
From: Chief Shane Woody
Re: Request to Accept \$3000 donation from Perryville Pet Hospital

Perryville Pet Hospital has graciously offered to donate \$3000.00 to the Belvidere Police K-9 program to cover dog food expenses as well as any expenditures that may be necessary to purchase for the program.

In addition to the dog food the Police Department is requesting approval to purchase a Demanet Bite Suit. The training partner (Decoy) puts on the bite suit which is made of Kevlar and padding to protect against punctures and bite pressure and covers the arms, legs and torso.

In 2023 K-9 Solo cracked his tooth during training and needed to have it repaired. This particular bite suit has been recommended for K-9 Solo because it is thinner than our current bite suits and will help K-9 Solo apprehend the assailant with reduced risk of additional dental issues associated with bite training.

The Demanet Bite Suit, including shipping, costs \$1,820.00. The remainder for the dog food for both canines is \$1,120.00.



Motion: Accept the \$3,000-dollar donation from Perryville Pet Hospital for the purchase of \$1,120.00 dollars' worth of dog food and \$1,820.00 for a Demanet Bite Suit.



**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:	03/25/2024
To:	Mayor and Council	Subject:	Sale of 2003 Ford E-350

Dear Mayor and Council,

Our 2015 Ford 350, originally utilized solely as a utility truck for pulling our response trailers, underwent a transformation in its operational role following the sale of the mini pumper, which was utilized for Advanced Life Support (ALS) response. Subsequently, the 2015 Ford 350 adopted the role of an ALS response vehicle, contingent upon staffing availability. Concurrently, the 2003 Ford E-350 (current mileage 128,466) was designated for water rescue operations.

In a strategic move to optimize our fleet's functionality and response capability, a topper addition to the 2015 Ford 350 has now enabled it to accommodate all necessary water rescue equipment in addition to ALS equipment and medicines. This enhancement effectively consolidates the operational capabilities of both ALS response and water rescue into a single vehicle, thereby superseding the need for the 2003 E350 .

Given the successful integration of ALS and water rescue capabilities into the 2015 Ford 350, the 2003 E350 is identified as surplus to our operational needs. It is proposed that the City Council authorizes the sale of this vehicle through any legal means available, aiming to optimize the department's resource allocation and operational efficiency.

Requested Motion:

Motion to approve the sale of the 2003 E350 VIN# 1FDXE45F63HA74691 by any legal means necessary.

Respectfully Submitted,



Chief Shawn Schadle



**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:	03/25/2024
To:	Mayor and Council	Subject:	Metro First Amendment

Subject: Request for Authorization to Execute the First Amendment to the Public-Private Partnership Agreement for EMS Staffing and Ambulance Vehicles

Dear Mayor and council,

The City of Belvidere has been engaged in a Public-Private Partnership Agreement with Metro Paramedic Services, Inc. (hereinafter referred to as "METRO" or "Contractor"), for the provision of EMS staffing and ambulance vehicles. This partnership, initiated on May 1, 2023, was set to enhance our emergency medical services, ensuring prompt and reliable medical responses to meet our community's needs.

First Amendment Overview:

Our agreement with METRO included provisions for price adjustments not to exceed 3% except for certain extraordinary circumstances. The first amendment revises the financial terms for the second year of service (Year Two), beginning May 1, 2024, and ending April 30, 2025. This amendment increases the consideration to be paid to METRO for the continued provision of essential EMS services by 3%.

Key Terms of the First Amendment:

Article 5 - Consideration Amendment:

- The amendment introduces a new paragraph under Article 5, stipulating the City of Belvidere will compensate METRO a total of \$1,709,524.99 for Year Two. This amount is to be paid in twelve equal monthly installments of \$142,460.42, invoiced by METRO on a monthly basis. All payments will adhere to the Illinois Prompt Payment Act. This represents a 3% increase over the previous year.
- Continuation and Precedence:
Except for the specified amendment to Article 5, all other terms and conditions of the original agreement remain unchanged and in full effect. Should any conflict arise between this First Amendment and the original contract, the terms of the First Amendment will prevail.

Request for Motion:

Authorization to execute the First Amendment to the Public-Private Partnership Agreement between the City of Belvidere and Metro Paramedic Services, Inc., as outlined, effective May 1, 2024."

Respectfully submitted,

Chief Schadle

**FIRST AMENDMENT
to
PUBLIC-PRIVATE PARTNERSHIP AGREEMENT
FOR EMS STAFFING AND AMBULANCE VEHICLES**

This First Amendment to the Public-Private Partnership Agreement for EMS Staffing and Ambulance Vehicles is entered into by and between METRO PARAMEDIC SERVICES, INC., an Illinois Corporation (hereinafter referred to as "METRO" or "Contractor") and the CITY OF BELVIDERE, a municipal corporation, (hereinafter referred to as "DISTRICT" or "Client") is effective on May 1, 2024.

WITNESSETH:

WHEREAS METRO and the CLIENT are parties to a certain Public-Private Partnership Agreement for EMS Staffing and ambulance vehicles effective May 1, 2023 (referred to as "Contract", "Agreement", and/or "Personnel Services Contract"), whereby METRO contracted to supply personnel and ambulance vehicles to CLIENT in accordance with the terms of the Contract for five years, beginning May 1, 2023, and ending April 30, 2028; and

WHEREAS, the Parties have met and negotiated in good faith to establish the consideration to be paid to METRO for services provided by METRO to the CLIENT for Year Two (2) of the Contract beginning May 1, 2024, and ending April 30, 2025; and

NOW, THEREFORE, in accordance with Article 23 of the Contract and in consideration of the mutual covenants herein contained, the Parties hereby amend the Contract as follows:

1. ARTICLE 5: Consideration.

Article 5 shall be amended by inserting the following paragraph as the second paragraph of Article 5: Consideration as follows:

In consideration for the services to be provided by METRO to the CITY pursuant to the provisions of this Agreement, the CITY will pay METRO the total sum of \$1,709,524.99 in Year Two (2). This sum shall be paid in twelve equal monthly payments of \$142,460.42 as invoices by METRO on a monthly basis. All payments shall be made by CITY in accordance with the Illinois Prompt Payment Act.

Unless specifically changed in this First Amendment, the provisions of the Contract remain in full force and effect. If any provision of this First Amendment conflicts with the Contract, this First Amendment shall control.

IN WITNESS WHEREOF: The Parties have executed this Second Amendment to be effective on the date first stated above this _____ of _____, 2024.

CITY OF BELVIDERE

By: _____
Mayor

Date: _____

Attest:

(title)

METRO PARAMEDIC SERVICES, INC.

By: _____
(title)

Date: _____

Attest:

(title)



Wednesday, February 28, 2024

Application for Belvidere Parade Permit

City of Belvidere

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

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

Name of Event: Corpus Christi Procession

Name of event organizer: Christopher Aune

Address 402 Church Street
Belvidere, IL, 61008

Phone Number

Email

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

St. James Catholic Church
402 Church Street
Belvidere, IL 61008
815-547-6397

The date when the event is to be conducted: Sunday, June 2, 2024

The hours when event will start and terminate: 1:00 PM - 2:00 PM

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

Begin 402 Church St.
West on Church street
Turn north onto Main street
Turn east onto Julien
Turn south onto Warren
Turn west onto Church St
End 402 Church St.

Total number of participants expected: 700

Total number and type of anticipated floats: 0

Total number and type of anticipated vehicles: 0

Total number and type of anticipated bands: 0

Total number and type of anticipated animals: 0

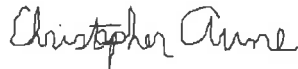
Number of spectators anticipated along route: 0

The time and location at which units of the event will begin to assembly: 1:00 at 402 Church St., main entrance

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

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

Signature





MEMORANDUM

To: Council Members
Clinton Morris, Mayor

From: Shannon Hansen, Budget & Finance Officer

Date: March 20, 2024

Re: Consultant Agreement for DCEO Economic Development Grant

As you know, the City applied for and has been awarded a \$1mm grant from the Illinois Department of Commerce and Economic Opportunity (DCEO) to be used by Midwest Refrigerated Services towards the purchase of a racking system for its facility currently under construction on Irene Road. The grant is a Community Development Block Grant (CDBG) for Economic Development and requires work and documentation above and beyond the scope of a typical state grant. As a result, DCEO requires recipients to work with an approved grant consultant.

The City has met with Ellen Burgeson of Ellen Burgeson Inc. with regard to consulting work. Ms. Burgeson has worked with the City on past CDBG grants and is familiar with Belvidere, Director Anderson, DCEO staff, and the requirements of a CDBG Economic Development grant.

Attached is a draft agreement letter outlining Ms. Burgeson's responsibilities. The proposal includes services through grant close out with costs not to exceed \$25,000. The City will be reimbursed by Midwest Refrigerated Services for all funds paid to Ms. Burgeson.

Recommended Motion:

Motion to enter into an agreement with Ellen Burgeson Inc. in an amount not to exceed \$25,000 for administration of a \$1mm CDBG Economic Development grant for the purchase of a racking system to be used by Midwest Refrigerated Services. Funds shall be paid from line item 01-5-110-6190 (Other Professional Services).

Ellen Burgeson
Ellen Burgeson Inc.
P.O. Box 4394
Rockford, IL 61110
815/484-8067

March 19, 2024

Ms. Shannon Hansen
City of Belvidere
401 Whitney Blvd.
Belvidere, IL 61008

Dear Ms Hansen:

I have prepared this letter to serve as the agreement between the City of Belvidere (hereinafter referred to as the "CLIENT") and my firm (hereinafter referred to as the "CONSULTANT") for services required to administer CDBG Economic Development grant #22-241001. Specifically, the services covered by this agreement are those actions needed to comply with all applicable state and federal regulations imposed upon CDBG grant #22-241001 from this date until the grant is closed out. Please note however that any services related to preparation of an Environmental Review Record; any services related to clearing any of the grant conditions imposed by the NOSAF issued by DCEO and dated December 13, 2023; and submittal of any documentation requested by DCEO if it chooses grant #22-241001 for monitoring are excluded from this agreement but may be provided by "CONSULTANT" if requested by the "CLIENT". If those services are provided, the "CONSULTANT'S" time will be billed at the hourly rate established by this agreement.

The services included in this agreement may include, but are not limited to:

- Establish and maintain comprehensive filing system in accordance with DCEO's CDBG requirements
- Obtain required documentation of expenditures by private, for-profit business for both expenditures to be reimbursed with grant funds and leveraging expenditures
- Prepare vouchers and expenditure summary reports for drawdown of CDBG funds. Request drawdowns and verify receipt of grant funds and deposit into non-interest bearing account by "CLIENT"..
- Prepare quarterly reports and required attachments for submittal to DCEO
- Monitor the expenditure of CDBG funds for compliance with the uses stated in the grant application and grant agreement
- Monitor the expenditure of leveraging funds for compliance with the uses stated in the grant application
- Obtain documentation of job creation and submit documentation to DCEO
- Prepare close-out documents upon expenditure of all funds, completion of construction activities, and creation of jobs by the private, for-profit company as described in the grant application and in accordance with Department of Commerce and Economic Opportunity requirements
- Schedule required close-out public hearing and prepare notice of public hearing for

- publication. Attend public hearing if requested by "CLIENT".
- If applicable, review bid documents and contract documents to ensure inclusion of required information for compliance with federal labor standards and equal opportunity requirements. Obtain a federal wage rate determination for all labor classifications to be used on the project (NOTE - it is the "CLIENT"'s responsibility to provide a copy of the bid documents and contract documents to the "CONSULTANT" for her review at least two weeks prior to the date of the first bid advertisement)
 - If applicable, monitor bidding process to ensure that the wage rate determinations used in the bid documents are applicable
 - If applicable, monitor contract award to ensure that recommended low bidder is in compliance with HUD's eligibility standards
 - If applicable, monitor contractor's weekly payrolls and compliance reports for compliance with labor standards requirements
 - If applicable, monitor employee interviews for compliance with labor standards requirements. Please note that the services necessary to conduct employee interviews on the job site during construction are excluded from this Agreement's Scope of Work and Compensation.
 - If applicable, resolve discrepancies between payrolls, employee interviews, and wage rate determination

Please note that the "CONSULTANT" is not responsible for submittal of audit(s) to DCEO. "CONSULTANT" will deliver project records to "CLIENT" upon completion of grant activities, submission of closeout reports to DCEO, and payment in full for all services provided. The "CLIENT" will be solely responsible for retaining records after grant activities are completed and closeout reports are submitted to DCEO. "CONSULTANT's" responsibilities under this Agreement end with close out of grant.

For the services of my firm as outlined above, we will be compensated at the following hourly rates:

<u>Classification of Employee</u>	<u>Hourly Rate</u>
Grants Consultant	\$ 105.00
Clerical	\$ 65.00

These rates shall remain in effect through the term of this contract. My firm will also be reimbursed for expenses incurred in performance of my duties such as clerical services, mileage, postage and shipping costs, etc. Invoices for services provided will be submitted periodically, with payment being due within 30 days of the date of the invoice.

A maximum of \$25,000 of the Grants Consultant's time, billed at the hourly rate shown above, shall be billed under this agreement. It is the understanding of both the "CONSULTANT" and the "CLIENT" that the desired outcome of the services provided under this agreement is DCEO's determination that all grant activities have been completed satisfactorily and that the grant is successfully closed out. If additional hours are needed to obtain that determination, the "CONSULTANT" will advise the "CLIENT", estimate the time needed to complete the tasks listed, and submit an extension to this agreement for the

"CLIENT'S" approval. This agreement may not be amended orally, but only by a written document signed by the parties hereto.

Indemnity - The "CLIENT" and "CONSULTANT" shall each hold the other harmless from any acts or decisions made by either of them, with the exception of acts performed at the direction of the other, with regard to services provided hereunder for the administration of CDBG grant #22-241001.

Termination of Agreement - This agreement may be terminated by either party by written notice of termination. If such notice is issued, and except for a breach of this Agreement by the "CONSULTANT", monies due to the "CONSULTANT" for all work done prior to the date of receipt of the notice of termination shall immediately become due and payable, and upon payment the "CONSULTANT" shall deliver all work products to the "CLIENT". A breach of this Agreement shall include but not be limited to such acts as the failure by either party to perform its obligations hereunder this contract. Notice shall be deemed properly given if hand-delivered or sent by United States mail, postage prepaid to the addresses listed above.

If this agreement meets with your approval, please sign and date as indicated below and return one copy to me.

Sincerely,
Ellen Burgeson Inc.



By: Ellen Burgeson
President

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the City of Belvidere for services required to administer CDBG Economic Development grant #22-241001 from this date through completion of all grant project activities and close out of grant 22-241001. The services included in this agreement may include but are not limited to:

- Establish and maintain comprehensive filing system in accordance with DCEO's CDBG requirements
- Obtain required documentation of expenditures by private, for-profit business for both expenditures to be reimbursed with grant funds and leveraging expenditures
- Prepare vouchers and expenditure summary reports for drawdown of CDBG funds. Request drawdowns.
- Prepare quarterly reports and required attachments for submittal to DCEO
- Monitor the expenditure of CDBG funds for compliance with the uses stated in the grant

- application and grant agreement
- Monitor the expenditure of leveraging funds for compliance with the uses stated in the grant application
 - Obtain documentation of job creation and submit documentation to DCEO
 - Prepare close-out documents upon expenditure of all funds, completion of construction activities, and creation of jobs by the private, for-profit company as described in the grant application and in accordance with Department of Commerce and Economic Opportunity requirements
 - Schedule required close-out public hearing and prepare notice of public hearing for publication. Attend public hearing if requested by "CLIENT".
 - If applicable, review bid documents and contract documents to ensure inclusion of required information for compliance with federal labor standards and equal opportunity requirements. Obtain a federal wage rate determination for all labor classifications to be used on the project (NOTE - it is the "CLIENT's" responsibility to provide a copy of the bid documents and contract documents to the "CONSULTANT" for her review at least two weeks prior to the date of the first bid advertisement)
 - If applicable, monitor bidding process to ensure that the wage rate determinations used in the bid documents are applicable
 - If applicable, monitor contract award to ensure that recommended low bidder and all subcontractors are in compliance with HUD's eligibility standards
 - If applicable, monitor contractor's weekly payrolls and compliance reports for compliance with labor standards requirements
 - If applicable, monitor employee interviews for compliance with labor standards requirements. Please note that the services necessary to conduct employee interviews on the job site during construction are excluded from this Agreement's Scope of Work and Compensation.
 - If applicable, resolve discrepancies between payrolls, employee interviews, and wage rate determination

By: _____
City of Belvidere

Date

Memo

To: Mayor & City Council
From: Brent Anderson, Director of Public Works
Date: March 20, 2024
Re: Newburg Road STBG Grant Project – Bid Tabulation

IDOT opened the following bids for the Newburg Road Functional Overlay Project:

- | | |
|---|--------------|
| 1. Rock Road Companies, Inc\
P.O. Box 1818
Janesville, WI 53547 | \$636,212.16 |
| 2. Curran Contracting Company
286 Memorial Court
Crystal Lake, IL 60014 | \$653,052.30 |

Region 1 Planning Council has awarded the City of Belvidere \$334,000 in Surface Transportation Block Grant Funds for this project. The City's portion of \$302,212.16 will be paid for from MFT Funds. The project will provide a new bituminous surface and paved shoulders on Newburg Road from Irene Road to the Kishwaukee River bridge.

I would recommend approval of the low bid from Rock Road Companies, in the amount of \$636, 212.16 and the City's share of \$302,212.16 to be paid from MFT funds, for the Newburg Road STBG Project.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 3/20/2024
Re: Rock Salt Contract Joint Participation Agreement

Due to new regulations, the Illinois Department of Central Management Services (CMS) requires a Certificate of Authority by vote to enter into contracts, to include joint participation agreements, with the State of Illinois. In order to for the City to participate in the solicitation for the CY2024-CY2025 Joint Purchase Master Contract for Rock Salt, the Certificate of Authority is required to be voted on and approved. The resulting joint purchase master contract will be for a one (1) year contract with no options to renew.

Certificate of Authority by Vote

I, Sarah Turnipseed, hereby certify that I am duly elected Clerk/Secretary of
(Name)
the City of Belvidere ("Governmental Unit"). I hereby certify the following is a true
(Name of Governmental Unit)

copy of a vote taken at a meeting of the Board of Directors (or equivalent governing body), duly called and held on _____, 20____, at which a quorum of the Members were present and voting.

Voted: That Brent Anderson, Director of Public Works (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts, to include joint participation agreements, on behalf of the City of Belvidere with the State of Illinois and any of
(Name of Governmental Unit)

its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract or joint participation agreement to which this certificate is attached. I further certify that it is understood that the State of Illinois will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the Governmental Unit. To the extent that there are any limits on the authority of any listed individual to bind the Governmental Unit in contracts with the State of Illinois, all such limitations are expressly stated herein.

Dated: _____

Attest: _____

(Name & Title)

Certificate of Authority by Bylaws

I, Sarah Turnipseed, hereby certify that I am duly elected Clerk/Secretary of
(Name)
the City of Belvidere. I hereby certify the following is a true copy of the
(Name of Governmental Unit)

current Bylaws (or equivalent law or ordinance) and that the Bylaws authorize the
following person or position to bind the Governmental Unit for contractual obligations, to
include joint participation agreements: Director of Public Works

(List title or position)

I further certify that the following individuals currently hold the office or positions
authorized: Brent Anderson
(List individuals holding positions authorized)

I further certify that it is understood that the State of Illinois will rely on this
certificate as evidence that the person listed above currently occupies the position
indicated and that they have full authority to bind the Governmental Unit for contractual
obligations, to include joint participation agreements with the State of Illinois.

Dated: _____

Attest: _____
(Name & Title)