



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

June 24, 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:

1. Public Safety, Unfinished Business: None.
2. Public Safety, New Business:
 - (A) Police Department – Update.
 - (B) Police Department – Acceptance of Donation.
 - (C) Police Department – Purchase of 47 Motorola APX N70 Radios.
 - (D) Fire Department – Update.
 - (E) LULAC Belvidere Parade Request.
3. Finance & Personnel, Unfinished Business: None.
4. Finance & Personnel, New Business:
 - (A) Finance Department – Update.
 - (B) Residential Electric Aggregation Program.
 - (C) Acceptance of Grants Funds from The Morton Arboretum.
 - (D) Distribution of Impact Fees.
5. Other:
 - (A) Ordinance Adding Certain Territory to Ward 1 of the City of Belvidere.
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

TO: MAYOR MORRIS AND CITY COUNCIL
FROM: CHIEF SHANE WOODY
DATE: JUNE 20, 2024
RE: MOTION TO ACCEPT DONATION

Please be advised that the Belvidere Police Department has received a donation in the amount of \$10,000 from a donor who wishes to remain anonymous. This donor has donated in the past and the Mayor is aware of the identity of this donor.

The Department has a couple of initiatives to use this donation for but is currently waiting for a possible grant award for one of them before deciding how to use this donation.

Motion: To accept this donation of \$10,000 from an anonymous donor to be used for a purchase to be determined at a later date.

SW/sd



BELVIDERE
POLICE

Daniel Smaha
Deputy Chief—Investigations

Shane Woody
Chief of Police

David Bird
Deputy Chief—Patrol

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

Date: 6-24-2024

To: Mayor Morris and City Council

From: Chief Shane Woody

Re: Approval to Purchase 47 Motorola APX N70 Radios

The City of Belvidere was awarded funds through the Illinois Department of Commerce and Economic Opportunity grant and on March 18, 2024 the City Council accepted those funds earmarked, in part, for Motorola radios for the Belvidere Police Department.

The Police Department is requesting to purchase 47 Motorola APX N70 radios, batteries, chargers, hand mics and service at a cost of \$368,020.58. The Department is requesting to use \$367,717.00 awarded to the City for the purchase of the Motorola radios for the Police Department through the Illinois Department of Commerce and Economic Opportunity grant. The remaining \$303.58 will be taken from the Police Department's miscellaneous fund line item.

Motion: Approve the Mayor to sign the contract authorizing the purchase of 47 Motorola APX N70 portable radio packages for \$368,020.58 and authorize the use of \$367,717.00 from the Illinois Department of Commerce and Economic Opportunity grant with the remaining \$303.58 to be taken from the Police Departments miscellaneous funds line item.

Billing Address:
 BELVIDERE POLICE DEPT
 615 N MAIN ST
 BELVIDERE, IL 61008
 US

Quote Date:05/06/2024
 Expiration Date:08/05/2024
 Quote Created By:
 Dominick Storelli
 Dominick.Storelli@
 motorolasolutions.com

End Customer:
 BELVIDERE POLICE DEPT

Contract: 37987 - STARCOM 21, IL
 CMT2028589

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70					
1	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	47		\$5,014.00	\$3,610.08	\$169,673.76
1a	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US*	47		\$0.00	\$0.00	\$0.00
1b	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS*	47		\$0.00	\$0.00	\$0.00
1c	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	47		\$0.00	\$0.00	\$0.00
1d	QA03399AK	ADD: ENHANCED DATA	47		\$0.00	\$0.00	\$0.00
1e	H38DA	ADD: SMARTZONE OPERATION	47		\$0.00	\$0.00	\$0.00
1f	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	47		\$0.00	\$0.00	\$0.00
1g	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	47		\$0.00	\$0.00	\$0.00
1h	QA00580BA	ADD: TDMA OPERATION	47		\$0.00	\$0.00	\$0.00
1i	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	47		\$6.00	\$4.32	\$203.04



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc., 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1j	QA09113AA	ADD: BASELINE RELEASE SW	47		\$0.00	\$0.00	\$0.00
1k	BD00001AA	ADD: CORE BUNDLE	47		\$3,106.00	\$2,236.32	\$105,107.04
1l	H499KC	ENH: SUBMERSIBLE (DELTA T)	47		\$0.00	\$0.00	\$0.00
1m	Q361CD	ADD: P25 9600 BAUD TRUNKING	47		\$0.00	\$0.00	\$0.00
1n	QA09001AM	ADD: WIFI CAPABILITY	47		\$0.00	\$0.00	\$0.00
1o	Q387CB	ADD: MULTICAST VOTING SCAN	47		\$0.00	\$0.00	\$0.00
1p	QA09028AA	ADD: VIQI VC RADIO OPERATION	47		\$0.00	\$0.00	\$0.00
1q	BD00010AA	ADD: SECURITY BUNDLE	47		\$1,023.00	\$736.56	\$34,618.32
1r	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	47		\$0.00	\$0.00	\$0.00
1s	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	47		\$0.00	\$0.00	\$0.00
2	PSV00S01424A	APX NEXT PROVISIONING*	1		\$0.00	\$0.00	\$0.00
3	PSV01S02944A	PROVISIONING SUPPORT*	1		\$0.00	\$0.00	\$0.00
4	LSV01S03060A	APX N70 DMS ESSENTIAL	47	5 YEARS	\$343.20	\$247.10	\$11,613.70
5	SSV01S01406A	SMARTCONNECT	47	1 YEAR	\$75.00	\$75.00	\$3,525.00
6	PMNN4816A	BATT IMPRES 2 LIION IP68 3200T	47		\$225.50	\$162.36	\$7,630.92
7	LSV01S03082A	RADIOCENTRAL PROGRAMMING	47	1 YEAR	\$32.04	\$23.07	\$1,084.29
8	PMMN4141A	XVP750 REMOTE SPEAKER MICROPHONE WITH CHANNEL KNOB, FOR APX N RADIOS	47		\$507.60	\$365.47	\$17,177.09
9	PSV01S02940A	SMARTMAPPING ENABLEMENT*	1		\$0.00	\$0.00	\$0.00
10	SSV01S01407A	SMARTPROGRAMMING	47	1 YEAR	\$75.00	\$75.00	\$3,525.00
11	SSV01S01476A	SMARTLOCATE	47	1 YEAR	\$75.00	\$75.00	\$3,525.00



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 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
12	SSV01S01907A	SMARTMAPPING	47	1 YEAR	\$75.00	\$75.00	\$3,525.00
	CommandCentral Aware Starter						
13	ISV00S02379A	DELIVERY SERVICES	1		\$0.00	\$0.00	\$0.00
14	PSV00S04007A	CC AWARE PATROL STARTER VIRTUAL TRAINING*	1		\$0.00	\$0.00	\$0.00
15	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	1	1 YEAR	\$0.00	\$0.00	\$0.00
16	SSV00S03369A	CC AWARE PATROL STARTER BUNDLE*	1	1 YEAR	\$3,400.00	\$2,448.00	\$2,448.00
17	SSV00S03371A	INTEGRATION: APXNEXT*	1	1 YEAR	Included	Included	Included
	Product Services						
18	LSV00Q00202A	DEVICE PROGRAMMING	47		\$92.86	\$92.86	\$4,364.42

Grand Total **\$368,020.58(USD)**

Pricing Metric :

Price is indicative of the following -

of Named Users for - 20

of Location Devices for - 50

of Learner LxP Subscriptions for - 3

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.



Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



COMMANDCENTRAL AWARE PATROL STARTER OFFER

SOLUTION DESCRIPTION

OVERVIEW

CommandCentral Aware is a situational awareness software solution designed to deliver real-time intelligence across the public safety workflow. The Patrol Starter offering of CommandCentral Aware provides a map-based and list view of location data and resource details from V300 Body-Worn Cameras, 4RE In-Car Video Systems, CAPE-equipped drones, license plate recognition (LPR) cameras sourced from Vigilant VehicleManager, and compatible APX radios. These resources can also send status information, such as a radio entering an emergency state, a body-worn camera recording activation, or an LPR camera registering a hot hit, to CommandCentral Aware that can trigger an alert. Live video from enabled camera resources can also be viewed. This offer is designed to help command staff and patrol or shift supervisors gain valuable visibility to the field, more quickly identify emergency situations and provide supervision.

CommandCentral Aware is hosted in the Microsoft Azure Government cloud and is offered as-a-service for an annual subscription cost.

Solution Elements

CommandCentral Aware is comprised of a series of core, functional modules and integrated systems that power the solution. The CommandCentral Aware Patrol Starter offer includes the following:

Modules:

- ESRI-based unified map
- Configurable event monitor
- Workflow automation rules engine

Integrations:

- Vigilant VehicleManager - LPR camera locations and details, hot hit alerts, search
- APX Next, XE, XN and N70 radios - Radio locations, details and statuses
- CAPE-equipped drones - Drone locations, details and livestreams
- V300 Body-Worn Cameras - Camera locations, details and livestreams
- 4RE In-Car Video Systems - System locations, details and livestreams

Cloud anchor server hardware and required software is also available if not already present, to establish a connection between on-premises systems and the CommandCentral cloud.

MODULES INCLUDED WITH THE COMMANDCENTRAL AWARE PATROL STARTER OFFER

The CommandCentral Aware Patrol Starter offer includes the following modules, described in the sections below.



Unified Map

CommandCentral Aware offers a unified mapping interface, powered by ESRI, to display resource and event locations and alerts. Users can view all location-based data on the map display. The CommandCentral Aware map also includes the following:

- Custom Map Layers - Add your custom map layers from ArcGIS, Mapbox or GeoServer.
- Data Layer Panel – Show or hide data and custom map layers to refine the map view.
- Event Detail Display – View details associated with each event on the map.
- Incident Recreation – Replay a timelapse of mapped events over a set period of time for up to 90 days. This history can be exported and viewed in Google Earth or ESRI ArcGIS Pro.
- Traffic and Weather - Overlay real-time traffic data and a weather radar map layer.
- Building Floor Plans - Enhance your map view with the addition of static indoor floor plans.
- Collaborative Drawing Tools - Draw polygons, polylines and points onto the map. Annotations are visible by all users as a data layer.
- Zones of Interest - Create geofences that geographically filter information in a defined area.
- Directed Patrol Alerts - Specify geographic areas, set alerts and define rules for resources to enter and remain in for a user-determined period of time.
- Unit Management - From CommandCentral Admin, affiliate various resources into a single unit that can be named and intelligently tracked based on data from all affiliated resources.

Event Monitor

CommandCentral Aware offers an event monitor to display a running list of event and resource alerts. The event monitor is highly configurable to meet the needs and preferences of each user. Filter events by type, create separate tabs for different event types and show, hide or reorder columns of event information within the tabs. Pin an event to the top of your monitor as well as apply your event monitor filter to the map to maintain a consistent view of information. Details from any event can be opened in a dialogue box to give users all information about an event provided by the source system.

Rules Engine

CommandCentral Aware's workflow automation rules engine allows users to create rule-sets with "AND" or "OR" operators to trigger actions based on event types. For example, rows in the Event Monitor can be highlighted, and audible alerts for critical events can be customized. These visual or auditory triggers reduce the number of steps needed to support an incident.

INTEGRATIONS INCLUDED WITH THE COMMANDCENTRAL AWARE PATROL STARTER OFFER

The CommandCentral Aware Patrol Starter offer provides a specific set of integrations, described in the sections below.

4RE In-Car Video Systems

The CommandCentral Aware Patrol Starter offer comes with integration to 4RE In-Car Video Systems. With this integration, users can view real-time location, system details and livestreams from systems in the field that are actively recording. Your agency can provision up to 500 4RE systems in CommandCentral Aware, and administrators can add, edit, or remove systems as needed.



When 4REs are active in the field and the in-vehicle modem is on, the CommandCentral Aware user can view the system's location on the map, see it listed in the event monitor and open up a video livestream - upon recording being initiated in the field. CommandCentral Aware users can control the livestream to see front, side, rear, and panoramic views of events both in and outside of the patrol car. CommandCentral Aware users can access up to ten simultaneous 4RE live-streams.

V300 Body-Worn Cameras

The CommandCentral Aware Patrol Starter offer comes with integration to V300 Body-Worn Cameras. This integration brings V300 location, device details and the livestream from an actively recording camera into CommandCentral Aware on the map and in the event monitor. When the body-worn camera is on and within WiFi range of a vehicle or other agency authorized hotspot, the location of the V300 will be displayed on the CommandCentral Aware map. When the V300 is recording, you can view the video livestream remotely from CommandCentral Aware.

APX Next, XN, XE and N70 Radios

The CommandCentral Aware Patrol Starter offer comes with integration to APX NEXT, XN, XE and N70 radios equipped with an active SmartLocate subscription. Once SmartLocate is activated, these APX radios can send device location, details and status over a broadband network. This data is available in CommandCentral Aware on the map and event monitor. Broadband connectivity via SmartLocate increases the frequency of location reporting beyond the capability of an LMR system to improve location accuracy and enable more devices to be tracked.

CAPE-Equipped Drones

The CommandCentral Aware Patrol Starter offer comes with integration to CAPE-equipped drones. This integration brings any active drone's location, device details and a link to the livestream into CommandCentral Aware on the map and in the event monitor.

Vigilant VehicleManager

The CommandCentral Aware Patrol Starter offer comes with integration to Vigilant VehicleManager. The locations of LPR cameras integrated with Vigilant VehicleManager can be viewed on the map in CommandCentral Aware as a data layer that can be toggled on or off. In addition to LPR camera locations, hits that match a hot list are also displayed on the map at the location of the camera that generated the scan. Hits are also displayed in the event monitor and can trigger an alert.

Additionally, with the Vigilant VehicleManager, CommandCentral Aware users have the ability to initiate a search for historical license plate data directly from within CommandCentral Aware. By simply highlighting a license plate and right clicking, an option will be presented to run a search. This will open up a new window displaying the results directly within Vigilant VehicleManager. From there, users can conduct additional searches or analysis on the vehicle of interest.



CLLOUD SECURITY & COMPLIANCE

Proactive Security Design

Security is proactively incorporated into the design of our applications, not applied reactively when incidents occur. Applications undergo security reviews at each phase of their development, and continue with ongoing assessments after deployment to find and repair vulnerabilities.

Compliance with Industry Best Practices

Our cloud solutions comply with key industry best practices for security, including: NIST Security and Privacy Controls for Information Systems and Organizations (800-53), ISO 27001, 27017, 27018 - Specification for an Information Security Management System, Open Web Application Security Project (OWASP), and Center for Internet Security (CIS) and Criminal Justice Information System (CJIS) Security Policy. We are also annually audited for Service Organization Control (SOC) 1 and 2.

We conduct continuous and comprehensive risk assessments following the guidelines and best practices provided by NIST, OWASP, CIS and ISO.

Expert Knowledge on Your Team

Over 350 specially trained and certified Cybersecurity Champions ensure that a culture of cybersecurity is instilled into the fabric of our product and services teams. Programmers receive ongoing security training and updates on the latest hacker tactics so they can layer security into every stage of the application development process.

Enhancing Cybersecurity Awareness

Our CISA-recognized Public Safety Threat Alliance shares threat information and raises cybersecurity awareness across Public Safety member organizations. Our Threat Intelligence team shares a holistic view of the cyber threat landscape to provide decision makers with the information needed to make better security decisions.



COMMANDCENTRAL AWARE STARTER STATEMENT OF WORK

OVERVIEW

In accordance with the terms and conditions of the Agreement, this Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. ("Motorola") system as presented in this offer to Customer. When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations.

Motorola's Project Manager will use the SOW to guide the deployment process and coordinate the activities of Motorola resources.

The scope of this project is limited to supplying the contracted equipment and software as described in the Product Description and system integration and or subscription services as described in this SOW and contract agreements.

Contract Administration and Project Initiation

After the contract is dually executed, the project is set up in Motorola's information and management systems, project resources are assigned, and Project Planning activities commence. Motorola and Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon and executed project schedule. Any changes in the project schedule will be mutually agreed upon via change order in order to avert delay.

Completion and Acceptance Criteria

Motorola's work is considered complete upon Motorola completing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. Customer task completion will occur in a way that enables Motorola to complete its tasks without delay.

The Customer will provide Motorola with written notification that it does not accept the completion of a task or rejects a Motorola deliverable within five (5) business days of completion or receipt of a deliverable.

As CommandCentral Aware is provided as a subscription service, the subscription service period will begin upon activation of service unless mutually agreed otherwise by project change order. Customer will not unreasonably delay beneficial use. In any event, absent a written notice of non-acceptance, beneficial use will be deemed to have occurred thirty (30) days after functional demonstration of the product.

Note - Motorola has no responsibility for the performance and/or delays caused by other contractors or vendors engaged by the Customer for this project, even if Motorola has recommended such contractors.

Project Roles and Responsibilities

Motorola Roles and Responsibilities

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote methods in fulfilling its commitments as outlined in this SOW.



The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and validation required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for the organization. The Project Manager's responsibilities include the following:

- Manage the Motorola responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Measure, evaluate, and report the project status against the Project Schedule.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

Solutions Architect

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. Specific responsibilities include the following:

- Confirmation that the delivered technical elements and enablement of applications meets contracted requirements.
- Delivery of interfaces and integrations between Motorola products.
- Engagement throughout the duration of the delivery.

Customer Success Advocate

A Customer Success Advocate will be assigned to the Customer post Go Live event. By being the Customer's trusted advisor, the Customer Success Advocate's responsibilities include the following:

- Assist the Customer with maximizing the use of their Motorola software and service investment.
- Actively manage, escalate, and log issues with Support, Product Management, and Sales.
- Provide ongoing customer communication about progress, timelines, and next steps.
- Liaise with the Customer on industry trends and Motorola evolutions.

Customer Support Services Team

The Customer Support Services team provides ongoing support following commencement of beneficial use of the Customer's System(s) as defined in the Agreement.

Customer Core Team, Roles and Responsibilities Overview

The success of the project is dependent on early assignment of a Customer Core Team. During the Project Planning review, the customer will be required to deliver names and contact information for the below listed roles that will make up the Customer Core Team. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Core Team should be engaged from project initiation through beneficial use



of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The Customer Core Team must be committed to participate in activities for a successful implementation. In the event that the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third party vendors that are the Customer's subcontractors. In the event that the project involves multiple agencies, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as scheduled.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the Project Schedule.
- Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for CommandCentral Aware and one or more representative(s) from the IT department.
- Identify the resource with authority to formally acknowledge and approve change orders, approval letter(s), and milestone recognition certificates, as well as approve and release payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Provide signatures of Motorola-provided milestone certifications and Change Orders within five business days of receipt.

System Administrator

The System Administrator manages the technical efforts and ongoing tasks and activities of their system, as defined in the Customer Support Plan ("CSP").



Application Administrator(s)

The Application Administrator(s) manage the Customer-owned provisioning maintenance and Customer code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Project Kickoff stage of the project. They are engaged throughout the project to ensure they are able to maintain the provisioning post-handoff. The Application Administrator's responsibilities include the following:

- Participate in overall delivery activities to understand the software, interfaces, and functionality of the system.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.

Subject Matter Experts

The Subject Matter Experts ("SME" or Super Users) are the core group of users involved with the Business Process Review ("BPR") and analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, real time crime center, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and screen layouts.

IT Personnel

IT personnel provide required information related to LAN, WAN, and wireless networks. They will provide required information related to the devices and infrastructure related to servers, clients, radio, video, and other devices ancillary to the implementation. They must also be familiar with connectivity to internal, external, and third party systems to which the Motorola system will interface.

User Agency Stakeholders

User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of the Customer's agency. These resources will provide provisioning inputs to the Customer Core Team if operations for these agencies differ from that of the Customer. The Customer will manage User Agency Stakeholder involvement, as needed, to fulfill Customer responsibilities.

General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, radios, cameras, sensors, or TDD equipment and the like.
- Configuration, maintenance, testing, and supporting the third party systems the Customer operates that will be interfaced to as part of this project.
- Customer is responsible for providing the Applications Programming Interface ("API") or Software Development Kit ("SDK") software licenses and documentation that details the integration process and connectivity for the level of interface integration defined by Motorola.
- Communication between Motorola and Customer's third party vendors, as required, to enable Motorola to perform its duties.
- All necessary third-party upgrades of their existing system(s) as may be required to support the solution. Motorola does not include any services, support, or pricing to support Customer third-party upgrades in this proposal.
- Mitigate the impact to third-party systems, to include interfaces that result from Customer upgrading a third-party system. Motorola strongly recommends working with Motorola to understand the impact of such upgrades prior to taking any upgrade action.



- Motorola will have no responsibility for the performance and/or delays caused by other contractors or vendors engaged by Customer for this project, even if Motorola has recommended such contractors.
- Active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- The provisioning of Customer code tables and GIS map services as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.
- Electronic versions of any documentation associated with the business processes identified.
- Provide a facility with the computer and audio-visual equipment for work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

Project Planning and Pre-Implementation Review

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to the successful implementation and ongoing operation of CommandCentral. In order to establish initial expectations for system deployment and to raise immediate visibility to ongoing operation and maintenance requirements, Motorola will work with the Customer to help understand the impact of introducing a new solution and your preparedness for the implementation and support of the CommandCentral system.

Shortly after contract signing, Motorola will conduct a one-on-one teleconference with the Customer Project Manager to review the task requirements of each phase of the project and help to identify areas of potential risk due to lack of resource availability, experience, or skill.

The teleconference discussion will focus on the scope of implementation requirements, resource commitment requirements, cross-functional team involvement, a review of the required technical resource aptitudes and a validation of existing skills, and resource readiness.

Motorola Responsibilities

- Make initial contact with the Customer Project Manager and schedule the Pre-Implementation Review.
- Discuss the overall project deployment methodologies, inter-agency/inter-department decision considerations and third party engagement/considerations, as applicable.
- Discuss Customer involvement in system provisioning and data gathering to understand scope and time commitment required.
- Discuss the Learning eXperience Portal ("LXP") training approach.
- Review the Implementation Packet.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the resource and scheduling requirements.
- Review the teams' interactions (meetings, reports, milestone acceptance) and Customer participation.
- Obtain and complete all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to gain access to each of the sites identified for this project.
- Coordinate enabling designated Customer Application Administrator with access to the LXP and CommandCentral Admin Portal.

Customer Responsibilities

- Provide Motorola with the names and contact information for the designated LXP and application administrators.
- Acknowledge understanding of the Implementation Packet.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Provide VPN access to Motorola staff to facilitate delivery of services described in this SOW.



- Validate any necessary non-disclosure agreements, approvals, and other related issues are complete in time so as not to introduce delay in the project schedule. Data exchange development must adhere to third party licensing agreements.
- Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to obtain access to each of the sites identified for this project.
- Provide the contact information for the license administrator for the project; i.e. IT Manager, CAD Manager, and any other key contact information as part of this project.

Completion Criteria

Implementation Packet.

ENVIRONMENTAL DESIGN CONSIDERATIONS

The following environmental requirements must be met by Customer before enablement finish in order to enable Motorola to complete installation activities presented in this SOW:

- Provide connectivity between the various networks.
- Provide VPN remote access for Motorola deployment personnel to configure the system and for Customer Support to conduct diagnostics
- Provide backup power, as necessary.
- Provide Internet access to CommandCentral Aware server(s). This includes software licenses and media and installation support from the Customer's IT personnel.
- Perform any electrical or infrastructure improvements required at the Customer's facility.
- Provide backhaul equipment, installation, and support costs.
- Provide devices such as workstations, tablets, and smartphones with Internet access in order to use the CommandCentral Aware solution. Chrome Browser is recommended for optimal performance. CommandCentral Aware workstations to support MS Windows 10 Enterprise.
- Provide Antivirus software for the CommandCentral Aware client.
- Ensure existing APX subscribers will be at software version R15.00.00 or later and equipped with GPS and IV&D options in order to use the Location on PTT feature.
- Provide Motorola access with administrative rights to Active Directory for the purpose of installation/configuration and support.
- If interfaces are being included in this offer, the Customer is responsible for all necessary third party upgrades of their existing system(s) as may be required to support the CommandCentral solution. Our offer does not include any services, support, or pricing to support Customer third party upgrades.
- If interfaces are being included in this offer, the Customer is responsible to mitigate the impact to third party systems, to include CommandCentral interfaces that result from the customer upgrading a third party system. Motorola strongly recommends working with Motorola to understand the impact of such upgrades prior to taking any upgrade action.
- Provide all environmental conditions as outlined in the Product Description; such as power, firewall, and network requirements.

COMMANDCENTRAL ENABLEMENT

The Customer will work with Motorola on setup and configuration of the Customer's firewall in order to allow traffic from CommandCentral.

Agency and User Setup



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The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Portal. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

Motorola Responsibilities

- Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

Customer Responsibilities

- Identify a System Administrator(s).
- Ensure all System Administrators complete the CommandCentral Admin training.
- Ensure needed traffic is allowed through Customer's firewall as requested by Motorola.
- Use the CommandCentral Admin Portal to set up CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

Completion Criteria

Initial agencies and users have been configured.

SOFTWARE INSTALLATION AND CONFIGURATION

CloudConnect Installation and Configuration

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.

Customer Responsibilities

- Give Motorola two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the CloudConnect Server.

Completion Criteria

CloudConnect Virtual Machine configuration is complete.

INTERFACES AND INTEGRATION

The installation, configuration, and demonstration of interfaces may be an iterative series of activities depending upon access to third party systems. Interfaces will be installed and configured in accordance with the project schedule. Integrations of functionality between Motorola developed products will be completed through software installation and provisioning activities in accordance with the Project Schedule dates. Integration activities that have specific requirements will be completed as outlined in this SOW.



Integration Activities

Proprietary processes enable the transfer and receipt of data between Motorola systems, as described in the Product Description.

Motorola Responsibilities

- Establish and validate connectivity between the Motorola systems.
- Validate that each system can transmit and/or receive data.

Customer Responsibilities

- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between the Motorola systems.

CommandCentral Solution Geospatial Mapping Configuration

Motorola Responsibilities

- Installation and configuration of the connection to the Customer mapping system (ArcGIS Online, ESRI ArcGIS Server, or ArcGIS Portal).
- Validate mapping layers and links to validate CommandCentral Solution is accessing and using Customer-published GIS data.

Customer Responsibilities

- Provide access to ESRI/GIS system and/or GIS personnel.
- Provide published GIS map services.
- Publish specific maps beneficial to the Customer use.

COMMANDCENTRAL SOLUTION PROVISIONING

Motorola will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for CommandCentral Solution.

Motorola Responsibilities

- Using the CommandCentral Admin Portal, provision users, groups, and rules based on Customer Active Directory data.

Customer Responsibilities

- Supply the access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.
- Respond to Motorola inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.

Completion Criteria



CommandCentral Solution provisioning is complete upon Motorola completing provisioning activities.

FUNCTIONAL DEMONSTRATION

The objective of functional demonstration is to validate Customer access to the CommandCentral features and functions and system integration via configured interfaces (as applicable).

Motorola Responsibilities

- Update functional demonstration script.
- Provide script to Customer for review and acknowledgement.
- Conduct functional demonstration.
- Correct any configuration issues impacting access to cloud based features, such as map display, location updates, video display and/or interface and integrations.
- Document, in the Implementation Packet, any corrective actions taken by Customer or Motorola during the demonstration
- Provide Customer instruction on using the Customer Feedback Tool for feature/enhancement requests.

Customer Responsibilities

- Review and agree to the scope of the demonstration script.
- Witness the functional demonstration and acknowledge its completion.
- Resolve any provisioning impacting the functional demonstration.

Completion Criteria

Conclusion of the functional demonstration.

SYSTEM TRAINING

The objective of this task is to prepare for and deliver the contracted training. Motorola training consists of both computer-based (online) and instructor-led.

Learning eXperience Portal (LXP Online Training)

Training is made available to Customer, in part, via Motorola's LXP. This subscription service provides your users with continual access to Motorola's library of online learning content and allows your users the benefit of learning at times convenient to them.

Motorola Responsibilities

- Configure a Customer specific portal view.
- Create learner access account to the portal for each user name provided by the Customer.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide Motorola with names (first and last) and email addresses for each learner.
- Complete LXP Administrator training.



- Advise users of the availability of the LXP.
- Build groups as desired.

Instructor-Led Training (On-site and/or Remote)

Motorola Responsibilities

- Deliver training materials in electronic format.
- Deliver Remote Training.
- Deliver On-Site Training.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations.

Customer Responsibilities

- Supply classroom, one login per attendee, and one workstation per attendee.
- Designate a single point of contact who will work with Motorola to ensure training environment is ready for training delivery.
- Facilitate training of all Customer end users in accordance with Customer's training delivery plan.

Motorola Deliverables

- Electronic versions of Training Materials.
- Attendance Rosters.

COMPLETION MILESTONE

Following the conclusion of delivery of the functional demonstration, the project is considered complete and the completion milestone will be recognized.

TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone or by emailing support.

Motorola Responsibilities

- Transition Customer to Motorola Customer Support.
- Supply Customer with instructions when engaging support.

Customer Responsibilities

- Provide Motorola with specific contact information for those users authorized to engage Motorola's support.
- Engage the Motorola support organization as needed.



APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders’ focus and safety.

Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new



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software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, *via* secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services (“DMS”) packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions’ cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a “peek-in” device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning (“TKP”), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70’s faster provisioning process.



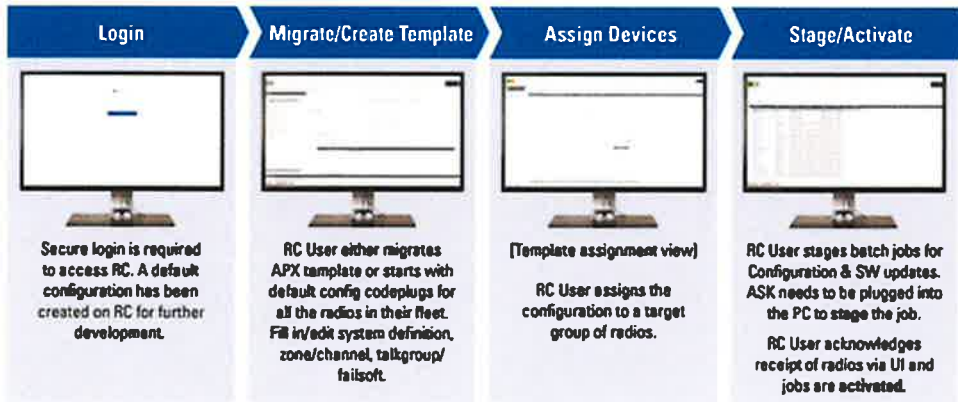


Figure 1: APX N70 Provisioning via Radio Central



APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.



- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DEVICE TECHNICAL SUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may



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contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

CUSTOMER RESPONSIBILITIES

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.



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MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.





Tuesday, June 11, 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: Mexico Independence Day Parade

Name of event organizer: LULAC Belviere

Address 7281 Thomas Dr
Loves Park, IL, 61111

Phone Number (815) 912-2510

Email jennifer_mora09@icloud.com

The date when the event is to be conducted: Saturday, September 14, 2024

The hours when event will start and terminate: 2-3pm

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

*Municipal Parking Lot #5 on to main St.
heading north ending at E. Marshall St.*

Total number of participants expected:

Total number and type of anticipated floats: 25?

Total number and type of anticipated vehicles: 30?

Total number and type of anticipated bands: 3?

Total number and type of anticipated animals: 10?

Number of spectators anticipated along route: 100

The time and location at which units of the event will begin to assembly:

12pm
Municipal Lot #5

Any special traffic, parking, or law enforcement problems anticipated (give details):

N/A

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: Mayor Clinton Morris and City Council Members

From: Shannon Hansen, Budget & Finance Officer

Date: June 19, 2024

Re: Residential Electric Aggregation Program

Municipal aggregation is a program whereby the City can use bulk purchasing to help provide different options for residents' electric suppliers. The City started its first municipal aggregation program in 2012.

For the past three years the City has contracted with MC Squared (MC²) to supply electricity at ComEd rates and residents are billed by ComEd. In return, the supplier provides a civic contribution to the City for each month during the term of the agreement. That agreement expires in October, NIMEC worked with multiplier suppliers, and once again MC² offered the best civic contribution of \$36,000 annually.

- Residents currently with MC² will receive a letter informing them of the renewal.
- Residents who are not part of the program will not receive a letter.
- All residents have the option to opt-out of the program at any time without penalty or cancellation fee.
- Non-MC² residents can opt into the program but should check with their current supplier prior to making any changes.

Recommended Motion:

Motion to authorize the Mayor and City Clerk to execute a Resolution authorizing the Mayor's execution of a Master Supply Agreement with MC Squared pursuant to the City of Belvidere municipal electric aggregation program.

Resolution #2024-

A RESOLUTION AUTHORIZING THE MAYOR'S EXECUTION OF A MASTER SUPPLY AGREEMENT WITH MC SQUARED PURSUANT TO THE CITY OF BELVIDERE MUNICIPAL ELECTRIC AGGREGATION PROGRAM

WHEREAS, the City of Belvidere (the City) operates an Electric Aggregation Program (the Program) for its residents on an opt out basis pursuant to ordinances previously enacted, including but not limited to Ordinance 206H, a referendum approving the program approved March 20, 2012, and section 1-92 of the Illinois Power Agency Act; and

WHEREAS, the City previously joined and engaged the Northern Illinois Municipal Collaborative (NIMEC) for the purpose of managing the Program; and

WHEREAS, the City through its participation in the NIMEC bid process has previously entered into contracts with the lowest bidder of electric energy for its residents which rates were lower than that offered by Commonwealth Edison; and

WHEREAS, the current contract for electricity supply is expiring and alternative bidders are no longer able to beat the Commonwealth Edison (Com Ed) rates for the supply of electricity; and

WHEREAS, NIMEC has identified electric suppliers who will match the Com Ed rates for the City's residents while supplying the City with a monetary civic contribution which will provide the City an additional source of revenue, decreasing the City's reliance upon tax-imposed revenue sources; and

WHEREAS, MC Squared offered the most competitive civic contribution; and

NOW, THEREFORE, BE IT RESOLVED, that the Master Supply Agreement between the City of Belvidere and MC Squared, attached hereto, is approved. The Mayor is authorized to execute, and the Clerk to attest, the Agreement.

yes: .

Nays: .

Absent .

Date Approved:

Mayor Clinton Morris

ATTEST:

City Clerk

EXTENDED TERM AGREEMENT AMENDMENT NO. 1

This Extended Term Agreement Amendment No. 1 (hereinafter the "ETA No. 1"), is entered as of this _____ day of _____, 2024 between the City of Belvidere, Boone County, Illinois, an Illinois municipal corporation (hereinafter the "City") and MC Squared Energy Services, LLC (hereinafter the "Supplier") (each a "Party" and collectively, the "Parties").

WHEREAS, Supplier and City are the Parties to a Master Power Supply Agreement dated May 25, 2021, and amended on _____, 2024 (hereinafter the "MPSA" which is hereby incorporated by reference).

WHEREAS, pursuant to the terms of the MPSA, including Section 5.1, the Parties mutually wish to extend the term of the MPSA.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties agree to replace Exhibit A with Amended Exhibit A to reflect the mutually agreed extended term of twenty-four (24) months.
2. The Parties agree that by executing this ETA No.1, Extended Term will last until October 2026, subject to future mutual extensions.
3. The Parties agree that Supplier has the right to conduct subsequent opt-out cycles to add eligible customer accounts to Supplier Service and/or return eligible accounts to ComEd's Tariffed Service during the spring months of March through June and fall months of October through December.
4. Article 2.20 will remain "Power Supply Bid" means the bidding process conducted by NIMEC on behalf of the Municipality."

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC

Municipality: City of Belvidere

Signed:

Signed:

Printed/Typed Name:
Charles C. Sutton

Printed/Typed Name:

Title:
President

Title:

Date: _____

Date: _____

Attest:

Signed

Sharon Alegado

Printed/Typed Name:

Vice President, Sales and Marketing

Title:

Attest:

Signed

Printed/Typed Name:

Title:

AMENDED EXHIBIT A

PRICE AND TERM

Eligible Customers as defined in Section 2.11 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES) including pending “with RES” status, and customers served under ComEd’s Hourly Tariffed supply service (Rate RRTP).

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier Service or Tariffed Service as defined in Section 2.38 of the Agreement (i.e., ComEd default tariff supply service) based on Supplier’s criteria including the customer’s usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price: Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

Termination Fee for Withdrawing Customers:

No Early Termination Fees - \$0 (zero) per utility account

Delivery Term: Twenty-four (24) months

October 2024 – October 2026

Percent of RECs:	Zero
Civic Contribution:	\$3,000 / Monthly

Supplier will provide a monthly \$3,000 civic contribution to the Municipality for the term of the agreement. The Civic Contribution will be payable to the Municipality within 30 days after the last meter read cycle of each delivery month (i.e. October 2024 payment would be paid in December 2024).

Supplier: MC Squared Energy Services, LLC

Municipality: City of Belvidere

Signed:

Signed:

Printed/Typed Name:

Printed/Typed Name:

Charles C. Sutton

Title:
President

Title:

Date: _____

Date: _____

Attest:

Attest:

Signed

Signed

Printed/Typed Name:

Printed/Typed Name:

Title:

Title:



MEMORANDUM

To: Mayor Clinton Morris and Council Members

From: Shannon Hansen, Budget & Finance Officer *sh*

Date: June 11, 2024

Re: Motion to Accept Grant Award

The City of Belvidere applied for, and has been awarded, a grant in the amount of \$76,650.00 from The Morton Arboretum. Funds will be used to create an inventory of all trees located on public property in the City of Belvidere, provide a canopy assessment to identify potential canopy expansion areas, and to complete a forestry management plan. The grant does not require matching funds from the City.

The Illinois Department of Natural Resources and the USDA Forest Service Eastern Region, State, Private, and Tribal Forestry are the funders of this grant.

Recommended Motion:

Motion to accept grant funds from The Morton Arboretum in the amount of \$76,650.00 to be used for the completion of a tree inventory, canopy assessment, and urban forest management plan for all publicly-owned property in the City, and to authorize the Mayor and Finance Director to execute any documentation necessary to facilitate the receipt of grant funds.



MEMORANDUM

To: Mayor Clinton Morris and City Council Members

From: Shannon Hansen, Budget & Finance Officer

Sh

Date: June 6, 2024

Re: Distribution of Impact Fees

As you know, the City has an impact fee ordinance in place under which it collects cash in lieu of land for the Park District, School District, and Conservation District, among others. This Ordinance requires each Benefitting Government to enter into a standard form Agreement Regarding the Receipt of Developer Subdivision Contributions. The Belvidere School District has submitted a formal request and an executed Agreement.

Included in the Agreement is language stating on or before May 1 of each year every Benefitting Government that receives payments from the City under the Agreement shall submit a report to the City describing the manner in which the payments have been used.

As the School District is seeking a distribution, we recommend execution of the Agreement and will request the required report. Approval of the payment itself will be considered by Council as part of payables.

Recommended Motion:

Motion to authorize the Mayor and City Clerk to execute an Agreement Regarding the Receipt of Developer Subdivision Contributions with Belvidere Community Unit School District #100.

AGREEMENT REGARDING THE RECEIPT OF
DEVELOPER SUBDIVISION CONTRIBUTIONS

WHEREAS, the City of Belvidere, Illinois, on behalf of itself, its officers, employees and independent contractors (the "City"), through its ordinances or through the provisions of its annexation agreements, has required that developers make contributions to the City, that the City, in turn, may make available for other governmental bodies that are affected by the subdivision improvements; and

WHEREAS, such contributions may be in land or in money and, when transferred or paid over to those governmental bodies, inure to the benefit of those governmental bodies and not entirely to the direct benefit of the City; and

WHEREAS, from time to time within the City, and within other municipalities, disputes have arisen regarding the validity and amount of such contributions; and

WHEREAS, the City is willing, at its discretion, to continue seeking the contribution of land or money but wishes to procure a commitment from other governmental bodies benefited by the receipt of such contributions that those governmental bodies will: (a) acknowledge that the requirement that such subdivision contributions be made are totally within the discretion of the City as to their existence, manner, and amount; (b) will pay the cost of defending any lawsuit that is filed challenging the appropriate amount of the contributions, the time at which they are to be made or any other aspect of the contributions; and (c) will comply with the terms of a final and non-appealable judicial determination by a court of competent jurisdiction rendered in connection with the lawsuit; and

WHEREAS, the City is willing, in its discretion, to pay over or require contributions only to other governmental bodies that execute this Agreement.

NOW, THEREFORE, the City and Community Unit School District #100, a governmental body within the State of Illinois (the "Benefitting Government"), in consideration for the collection of money or the transfer of the land to the Benefitting Government, pursuant to Sec. 151.48 of the City of Belvidere Municipal Code, which the City from time to time may, within its discretion, cause to be made by developers that are subdividing property, agree as follows:

1. The Benefitting Government acknowledges that, except as otherwise provided in the City's ordinances and/or annexation agreements, the City is not obligated to cause the payment of money or the transfer of land to the Benefitting Government. The Benefitting Government recognizes that the City may, at its sole discretion, amend its ordinances or annexation agreements or its practices to discontinue or modify the payment or transfer of subdivision contributions to the Benefitting Government.
2. Indemnity.
 - a. In the event a lawsuit is filed against the City, the Benefitting Government, and/or others by a developer that is subdividing property, or any other person, corporation, Owner/Developer, or entity that challenges the appropriateness, amount, timing, or any other aspect of a subdivision contribution that, pursuant to the terms of the City's ordinances or annexation agreements, has been paid or is due to the Benefitting Government, then the Benefitting Government agrees to pay the costs and litigation expenses (including reasonable attorneys' fees) incurred in defending such lawsuit. The costs and expenses shall be paid by the Benefitting Government when and as incurred by the City, but in no event more than once a month. As a condition precedent to the payment of these costs and expenses, the City shall submit to the Benefitting Government copies of the original statements reflecting the costs and expenses, together with the supporting documentation that may be reasonably requested by the Benefitting Government. The Benefitting Government agrees to indemnify and hold harmless the City from any and all liability arising from, or in any way connected with, Section 151.48 or its application, including but not limited to, the administration, handling, and disbursement of funds.
 - b. The City covenants and agrees that it shall employ competent and skilled legal counsel to represent the Benefitting Government and the City, and further covenants and agrees that it shall keep the Benefitting Government fully advised as to the progress and status of the litigation. In particular, the City shall provide, upon request, to the Benefitting Government copies of all pleadings filed in the litigation and shall consult regularly (and shall cause its attorneys to consult regularly) with the Benefitting Government or its attorneys, as applicable. However, if the Benefitting Government is not a co-defendant, then the City and its attorneys shall take such action necessary to preserve the attorney/client privilege. In no event may such litigation be compromised or settled by the City without at least thirty (30) days' prior written notice to the Benefitting Government. In the event that the Benefitting Government decides that it would prefer to be represented in the litigation by legal counsel of its own choosing, then the Benefitting

Government shall be free to retain its own legal counsel for that purpose and to intervene in the litigation. Prior to such intervention or retention of independent counsel, the Benefitting Government shall provide written notice to the City of its intent to obtain independent representation. In the event the Benefitting Government intervenes in the litigation, the City's obligations under this Agreement shall cease. However, the remaining provisions of this Agreement shall remain in full force, including, but not limited to, the Benefitting Government's obligations to pay the costs of the City's defense of Section 151.48 and its application, and its obligations under paragraph 3 below.

3. In the event that a final and non-appealable judicial determination is made by a court of competent jurisdiction that contributions of land or money received by the Benefitting Government are, in whole or in part, excessive, the Benefitting Government shall promptly repay to the person who procures such a judgment, together with all other amounts judged by the court to be owing from the Benefitting Government or the City, including but not limited to the court ordered Plaintiff's attorneys' fees and costs.
4. In further consideration of the continued payment by the City to the Benefitting Government of the subject contributions of land or money, the Benefitting Government agrees that its obligations under paragraphs 2 and 3 of this Agreement shall extend to both past and future cash and land contributions.
5. On or before May 1 of each year, every Benefitting Government that receives payments from the City under this Agreement shall submit a report to the City describing the manner in which the payments have been used. When this Agreement provides that money turned over to the Benefitting Government is to be used for a specific purpose or within a specific time period, the report shall address those issues. If the Benefitting Government should fail to file such a report with the City, the City may delay the payment of any additional funds due the Benefitting Government until such time as a full report containing adequate information is transmitted to the City. The Benefitting Government understands that it must execute and deliver a similar indemnity agreement, acceptable to the City, on a yearly basis, as set forth in Section 151.48, and that the City is not obligated to pay any funds to the Benefitting Government until it receives the annually executed Agreement.

6. This Agreement shall be terminable by either party for any reason or no reason at all upon thirty (30) days' prior written notice to the other party evidencing the intention to so terminate this Agreement. The termination of this Agreement shall not affect the continuing obligation of the Benefitting Government or the City with regard to claims or damages allegedly arising out of the City's efforts prior to termination to distribute or the actual distribution of subdivision contributions.

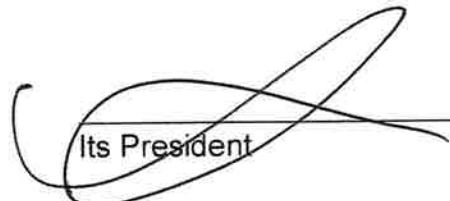
Dated this 18th day of March, 2024.

CITY OF BELVIDERE

BENEFITTING GOVERNMENT

Clinton Morris, Mayor

(SEAL)



Its President
(SEAL)

ATTEST:

Sarah Turnipseed, City Clerk

ATTEST:



Secretary



March 29, 2024

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

Dear Ms. Hansen,

In compliance with the City of Belvidere distribution of LAND CASH EXACTION FEES, the Board of Education of Belvidere Community Unit School District #100 is requesting all available funds collected through March 31, 2024.

These funds are critical for the completion of several essential projects within our school district, particularly to the maintenance and improvement of our athletic facilities and playgrounds. The projects earmarked for funding include repairs to our tracks and tennis courts, as well as the replacement of playground equipment. These initiatives not only enhance the educational experience for our students but also contribute to the overall well-being and recreational opportunities available to the community.

You will find the Agreement Regarding the Receipt of Developer Subdivision Contributions enclosed with this letter, signed by Belvidere Community Unit School District 100 Board President Ms. Sarah Brenner and Board Clerk Mr. Jorge Herrera.

Please use this letter as the official invoice for this distribution.

Thank you for your attention to this matter and for your continued support of our school district. We look forward to a prompt response regarding the release of the allocated funds. If you need additional information, please contact me.

Sincerely,

Jo Ann Armstrong
Chief Financial Officer
Belvidere CUSD #100

Encl.

cc: Mayor Morris, City of Belvidere
Dr. Cassandra Schug, Superintendent, Belvidere CUSD #100

Land/Cash Fees
(Don't delete this sheet as the totals transfer to Sheet 1)

forward from 4/30/24

as of

5/31/2024

(Don't delete this sheet as the totals transfer to Sheet 1)

(Deer Hills / Deer Woods Reimbursements)

Amount Collected	CUSD #100	Bevidere Park Dist.	BCCD	Ida Library	Police	Fire	Public Works	Admin	of Police and Fire	All of BCCD	City Admin/ Transportation	Does it total?
7,750,134.82	3,552,946.09	1,786,785.98	529,246.64	80,160.00	494,856.02	552,355.01	203,019.84	114,917.43	136,804.28	74,405.69	224,638.00	7,750,134.98
4,697.61	739.20	1,512.75	501.02	80.00	812.20	716.14	336.30	0.00	N/A	N/A	N/A	4,697.61

2006 Chamberlain - Wycliffe Estates 5/17

Gross Collections	7,754,832.43	3,553,685.29	1,788,298.73	529,747.66	80,240.00	495,668.22	553,071.15	203,356.14	114,917.43	136,804.28	74,405.69	224,638.00	7,754,832.59
Distributions:	7,128,468.45	3,553,685.29	1,761,469.93	530,579.54	64,880.00	384,776.91	455,097.91	146,703.15	84,034.04	49,079.89	36,396.32	61,763.47	7,128,468.45
Net Balance	626,363.98	0.00	26,828.80	(631.88)	15,360.00	110,889.31	97,973.24	56,652.99	30,883.39	87,724.39	38,009.37	162,874.53	626,364.14

ORDINANCE NO. ____.

**AN ORDINANCE ADDING CERTAIN
TERRITORY TO WARD 1
OF THE CITY OF BELVIDERE**

WHEREAS, the Corporate Authorities of the City of Belvidere, Boone County, Illinois, previously annexed certain territory, commonly known as the Kelly Farms annexation (Ordinance 576H) and the Midwest Refrigerated Services Annexation (ordinance 641H). Jointly, the territory annexed pursuant to Ordinances 576H and 641H may be referred to herein as the Annexed Territory; and

WHEREAS, it is necessary to incorporate the Annexed Territory into one of the existing City Wards; and

WHEREAS, a redistricting of the City under section 7-1-42(a) of the Illinois Municipal Code (65 ILCS 5/7-1-42(a)) is not necessary because the Annexed Territory is zoned industrial and will have no residential population; and

WHEREAS, the Annexed Territory is adjacent to the existing Ward 1; and

WHEREAS, section 7-1-42(b) of the Illinois Municipal Code (65 ILCS 5/7-1-42(b)) provides that the City shall make the Annexed Territory a part of the ward or wards that it adjoins.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Belvidere, Boone County, Illinois as follows:

SECTION 1: The foregoing recitals are incorporated herein as if fully set forth.

SECTION 2: The Annexed Territory is hereby incorporated into, and made a part of Ward 1 of the City of Belvidere.

SECTION 3: That all maps, journals and other records of the City be changed accordingly. The City Clerk shall file a copy of this Ordinance with the Boone County Clerk.

SECTION 4: 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 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Ayes:

Nays:

Abstentions:

Absentees:

APPROVED:

Mayor Clinton Morris

(SEAL)

ATTEST: _____
City Clerk Sarah Turnipseed

Passed: _____

Approved: _____

Published: _____