



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**

July 22, 2024  
6:00 p.m.  
City Council Chambers  
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.
2. Public Safety, New Business:
  - (A) Police Department – Update.
  - (B) Police Department – Acceptance of Donation.
  - (C) Fire Department – Update.
  - (D) Fire Department – GEMT Intergovernmental Agreement.
3. Finance & Personnel, Unfinished Business: None.
4. Finance & Personnel, New Business:
  - (A) Finance Department – Update.
5. Other:
  - (A) Appointment of Maegen English to the IDA Public Library Board of Trustees.
  - (B) ARPA Funds – Ald. Albertini.
  - (C) Garbage Services – Ald. Snow.
  - (D) Water & Sewer – Step 2 Rate Increase.
  - (E) Execution Session to Review Executive Session Minutes pursuant to 2(c)(21) of the Open Meetings Act.
6. Adjournment:



**BELVIDERE**  
***POLICE***

*Daniel Smaha*  
*Deputy Chief—Investigations*

*Shane Woody*  
*Chief of Police*

*David Bird*  
*Deputy Chief—Patrol*

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615 N. Main Street - Belvidere, IL 61008 - Phone: 815-544-9626 - Fax: 815-544-9603 - [www.ci.belvidere.il.us](http://www.ci.belvidere.il.us)

**TO: MAYOR MORRIS AND CITY COUNCIL**  
**FROM: CHIEF SHANE WOODY**  
**DATE: JULY 18, 2024**  
**RE: MOTION TO ACCEPT DONATION**

Please be advised that the Belvidere Police Department has received a \$50.00 donation from the Boone Retired Teachers for the Department's K9 Unit:

**Motion: To accept the donation of 50.00, check #1533, from the Boone Retired Teachers for the purchase of supplies/equipment for our K9 Unit.**

SW/sd



**BELVIDERE  
FIRE  
DEPARTMENT**

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

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**MEMORANDUM**

**TO:** Mayor and Council Members  
**FROM:** Shawn Schadle, Chief, Belvidere Fire Department  
**DATE:** July 12, 2024  
**SUBJECT:** Authorization to Execute Intergovernmental Agreement with Illinois Department of Healthcare and Family Services

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The agreement aims to provide greater cost coverage for emergency ambulance services provided by our local emergency medical services (EMS). This IGA will enable the City of Belvidere to receive supplemental payments for Advanced Life Support (ALS) and Basic Life Support (BLS) emergency ground ambulance services provided to Medicaid beneficiaries. The agreement is designed to cover costs that exceed the current fee schedule rates set by HFS, ensuring that our EMS can continue delivering high-quality care while minimizing financial shortfalls.

**Key Provisions:**

1. **Interim Rates Calculation:** HFS will calculate interim rates using cost data from our most recent cost reports and Medicaid paid claims data. These interim rates will cover costs above the base rates for ALS and BLS services.
2. **Quarterly Payments:** The City will transfer to HFS 50% of the total interim rates received for the prior quarter, as specified in quarterly invoices sent by HFS.
3. **Reconciliation:** Annual cost reports will determine if the interim rates accurately covered our service costs. Adjustments will be made if there are underpayments or overpayments.
4. **Term and Termination:** The agreement will commence on January 1, 2025, and continue annually, subject to compliance with program requirements. It may be terminated by either party with a 30-day notice or immediately if funding is insufficient.

**Requested Motion:** *Authorization for the Mayor to execute the Intergovernmental Agreement between the Illinois Department of Healthcare and Family Services and the City of Belvidere for supplemental ambulance rates, as outlined in the attached agreement.*

Sincerely,

Chief Shawn Schadle

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES  
AND**

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2025

The Illinois Department of Healthcare and Family Services (the "Department" or "HFS") and City of Belvidere (Local Government) pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (the "IGA Act"), hereby enter into this Intergovernmental Agreement (the "Agreement") in connection with supplemental ambulance rates. HFS and the Local Government are collectively referred to herein as "Parties" or individually as a "Party."

**ARTICLE I  
INTRODUCTION**

1.01 **Background.** Article XII of the Illinois Public Aid Code, 305 ILCS 5/5 *et seq.* (the "Public Aid Code"), authorizes the Department to make use of, aid and co-operate with State and local governmental agencies, and the IGA Act provides for cooperation between units of government. Local Government operates an emergency ambulance service (Provider) that is enrolled in the Medical Programs (as defined below) and provides Covered Ambulance Services (as defined below) to individuals eligible for benefits under the Medical Programs (as defined below); however, the costs of providing the referenced services is not covered by the fee schedule pursuant to which the Department and its agents pay for such services.

1.02 **Purpose.** In order to provide greater cost coverage to Provider for Covered Ambulance Services, the Parties enter into this Agreement.

1.03 **Definitions**

- (a) **Agent** means Managed Care Organizations and Administrative Services Organizations.
- (b) **ALS** means Advanced Life Support billed under CPT Code A0427.
- (c) **BLS** means Basic Life Support billed under CPT Code A0429.
- (d) **Base Rate** means the fee-schedule rate for Provider on the Department's rate sheet for the Provider as of September 30, 2019.
- (e) **Covered Ambulance Services or Services** means all ALS and BLS emergency ground ambulance services trips reimbursable under the Illinois Medicaid state plan, provided to beneficiaries of Medical Programs, and does not include mileage or oxygen.
- (f) **Interim Rate** means the payments to Provider for Covered Ambulance Services in addition to the Base Rate and calculated pursuant to Article III.
- (g) **Medical Programs** means programs administered by the Department under the Public Aid Code, the Children's Health Insurance Program Act (215 ILCS 106/1 *et seq.*) and the Covering All Kids Health Insurance Act (215 ILCS 170/1 *et seq.*).
- (h) **Quarterly Invoice** means an itemized statement provided to the Local Government by the Department regarding the agreed upon transfer amount pursuant to Article II.
- (i) **Rate Year** means calendar year.

**ARTICLE II**

**INTERGOVERNMENTAL AGREEMENT**

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**INTERGOVERNMENTAL TRANSFER**

2.01 Local Government will transfer to the Department on a quarterly basis an amount equal to 50% of the total Interim Rates, as described in Article III, received by Provider from the Department and its agents for the prior quarter.

2.02 The Department will send a Quarterly Invoice to Local Government for the transfer of 50% of the supplemental payments described in Article III and transfer shall be made within 30 days after the receipt of the Quarterly Invoice by the Local Government.

**ARTICLE III  
INTERIM RATES FOR SERVICES**

3.01 Calculation. The Interim Rate will be determined as follows:

- (a) Department will calculate, using data from each Provider's most recent timely filed approved cost report, Provider's total costs for Covered Ambulance Services.
- (b) Using data from the cost report and the Department's data on Medicaid paid claims for covered ambulance services and provider's charges for those services, the Department will calculate an interim rate for ALS and BLS services that covers the cost above the Base rate for those services.

3.02 Reimbursement. The Department shall pay or cause its agents to pay Interim Rates to Provider for Covered Ambulance Services pursuant to this Article III in addition to payments made at the Provider's Base Rate. The Interim and Base Rates will be added together during claims processing and paid as a single rate.

3.03 Cost Reports. The Department will annually notify Provider of the cost report template to be used and provide instructions and a due date for submission in order for Provider to be eligible for an Interim Rate the next Rate Year.

3.04 Reconciliation. Once the Department has a cost report covering a Rate Year in which Provider received an Interim Rate, it will calculate the actual cost per trip during the Rate Year and determine whether the Interim Rate underpaid or overpaid Provider for the cost of the Services. If Provider was underpaid, the Department will make a further payment to cover costs. If Provider was overpaid, the Department will notify Provider of the net amount due to the Department, taking into account amounts already transferred to the Department pursuant to Article II.

**ARTICLE IV  
TERM**

4.01 Term. This Agreement shall commence January 1, 2025, provided Provider's Cost Report was received by the Department on or before October 1, 2024, and shall continue in subsequent years provided all program requirements are met until otherwise terminated by the Parties.

**ARTICLE V  
TERMINATION**

5.01 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

## INTERGOVERNMENTAL AGREEMENT

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5.02 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

5.03 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Provider of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

### ARTICLE VI MISCELLANEOUS

6.01 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.02 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.03 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

6.04 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

6.05 No Personal Liability. No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.

6.06 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

**INTERGOVERNMENTAL AGREEMENT**

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6.07 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.08 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.09 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To HFS: [HFS.GEMT@illinois.gov](mailto:HFS.GEMT@illinois.gov)

To Local Government: [cityclerk@belvidereil.gov](mailto:cityclerk@belvidereil.gov)

6.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.



**INTERGOVERNMENTAL AGREEMENT**

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**LOCAL GOVERNMENT**

**SIGNATURE** \_\_\_\_\_

**NAME:** Clinton Morris \_\_\_\_\_

**TITLE:** Mayor \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES**

\_\_\_\_\_  
**ELIZABETH M. WHITEHORN**  
**DIRECTOR**

**DATE:** \_\_\_\_\_

# Memo

**To:** City Council

**From:** Clint Morris

**cc:**

**Date:** July 18, 2024

**Re:** Appointment of Maegen English to the Board of Library Trustees of the City of Belvidere

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I offer my appointment, for the Council's consideration and approval, of Maegen English to the Board of Library Trustees of the City of Belvidere. The appointment is to fill a current vacancy on the Board, created by the resignation of James Lee, which term will expire on July 1, 2026. I thank Mr. Lee for his dedicated service to the Library Board and the City of Belvidere.

**RECOMMENDED MOTION:** Motion consenting to the appointment of Maegen English to the Board of Library Trustees of the City of Belvidere with to fill the remaining term created by the resignation of James Lee with a term expiring July 1, 2026.

To: Mayor and City Council

From: John Albertini, 1<sup>st</sup> Ward Alderman

Date: 7/12/24

I would like to make a motion to use the remaining ARPA funds (\$21,356.69) to remodel the council chambers. I believe it would look better when holding a public meeting. As the current furniture is greatly outdated.

Regards,

John Albertini

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 7/12/2024  
**Re:** Water & Sewer – Step 2 Rate Increase

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As outlined in the Water & Sewer Rate Review Memo for the FY 2025 budget (copy attached), I would recommend approval of the second step increase to the water rate, in the amount of \$0.15/HCF, to be effective August 1, 2024. The new rate of \$1.87/HCF represents an 8.7% increase and the average monthly bill would increase \$1.20 or \$0.04 per day.

On the sanitary sewer side, I would recommend the second step increase, in the amount of \$0.20/HCF, to be effective September 1, 2024. The new rate of \$3.16/HCF represents a 6.8% increase and the average monthly bill would increase \$1.60 or \$0.05 per day.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 2/16/2024  
**Re:** Water & Sewer Rate Review – FY 2025 Budget

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The FY 2025 proposed budget projects a \$291,733 deficit in water and a \$306,436 deficit in sewer.

Currently, Belvidere's water and sewer rates are the lowest in the region. The average water and sewer bill for 6,000 gallons of water per month in our region is \$75.48. Belvidere's bill is \$41.12.

I would recommend a two-step increase in the water rate to overcome the projected deficit. The first step increase, in the amount of \$0.15/HCF would be effective April 1, 2024. The new rate of \$1.72/HCF represents a 9.6% increase and the average monthly bill would increase \$1.20 or \$0.04 per day. The second step increase, in the amount of \$0.15/HCF would be effective August 1, 2024. The new rate of \$1.87/HCF represents a 8.7% increase and the average monthly bill would increase \$1.20 or \$0.04 per day. Total proposed water rate increase would be \$28.80 per year for the typical household.

On the sanitary sewer side, I would recommend a three-step increase in the sewer rate to overcome the projected deficit and the required increase for repayment of the IEPA Wastewater Facilities Loan Project. The first step increase, in the amount of \$0.20/HCF, would be effective May 1, 2024. The new rate of \$2.96/HCF represents a 7.2% increase and the average monthly bill would increase \$1.60 or \$0.05 per day. The second step increase, in the amount of \$0.20/HCF, would be effective September 1, 2024. The new rate of \$3.16/HCF represents a 6.8% increase and the average monthly bill would increase \$1.60 or \$0.05 per day. The third step increase, in an amount to be determined based upon actual experience and the amount required by the IEPA Loan Project, would be effective December 1, 2024. Total proposed sewer increase for the first two steps would be \$38.40 per year for the typical household.