



City Council  
**COMMITTEE OF THE WHOLE**  
*City of Belvidere, Illinois*

Alderman Clayton Stevens	Vice Chairman Public Works
Alderman Tom Porter	Chairman Building, Planning & Zoning
Alderman Daniel Snow	Co-Chairman City-County
Alderman Daniel Arevalo	Vice-Chairman Finance and Personnel
Alderman Wendy Frank	Vice Co-Chairman City-County
Alderman Thomas Ratcliffe	Chairman Finance and Personnel
Alderman Matt Fleury	Vice Chairman Public Safety
Alderman Mike McGee	Vice Chairman Building, Planning & Zoning
Alderman Marsha Freeman	Chairman Public Works
Alderman Ric Brereton	Chairman Public Safety

**AGENDA**

February 8, 2021  
6:00 p.m.  
City Council Chambers  
401 Whitney Blvd., Belvidere, Illinois

Call to Order – Mayor Mike Chamberlain.

Roll Call:

Public Comment:

Public Forum: Amanda Mehl, Boone County Health Department – Covid-19 Update.

Reports of Officers, Boards, and Special Committees:

1. Building, Planning & Zoning, Unfinished Business: None.
2. Building, Planning & Zoning, New Business:  
(A) Planning & Zoning Department - Update.

- (B) Special Use Extension – 1125 N. State Street (Car Wash).
  - (C) Special Use Extension – 2183 Crystal Parkway (Car Wash).
  - (D) Special Use Extension – Case#2017-15; 300 South Main Street (Iron & Coal Project).
  - (E) Special Use Extension – Case #2019-14; 300 South Main Street (Container Park).
  - (F) Building Department - Update.
  - (G) FY 2022- Community Development Budget.
3. Public Works, Unfinished Business:
- (A) Stormwater Utility Implementation Phasing.  
Tabled August 10, 2020.
4. Public Works, New Business:
- (A) Public Works - Update.
  - (B) Ordinance Amending Appendix A, Fees, Relating to Frozen Water Meters of the City of Belvidere Municipal Code.
  - (C) Ordinance Amending Section 114-303(f), Maintenance and Repair, of the City of Belvidere Municipal Code.
  - (D) Extension of TRC Annual Services Agreement for Landfill #2.
  - (E) Kishwaukee River Dam License Renewal.
  - (F) FY 2022- Public Works Budget.
  - (G) Water & Sewer Rate Review (For Information Only)
5. Other:
- (A) Police – Intergovernmental Agreement for a Community Law Enforcement Officer Between the County of Boone, the City of Belvidere and the Boone County Health Department.
  - (B) Fire – Memorandum of Understanding FY 2020 Assistance to Firefighters Grant Boone County IL Regional Grant Application.
6. Adjournment:

## Gina Delrose

---

**From:** Daniel Gunsteen <  
**Sent:** Tuesday, January 12, 2021 3:29 PM  
**To:** Gina Delrose  
**Subject:** Re: test

Gina,  
Thank you for taking my call today. as you and the rest of the city is aware this past year has been challenging to say the least. We had intended to get the new store open and be operational in 2020 but other forces moved us in a different direction. I want you to know that as we move into 2021 with some positive news and great outlook we intend to start this project this summer and we plan to be in operation by Oct / Nov 2021. I ask you to please extend the SUP approval for one year to ensure we are covered. Thank you again for your understanding and support

On Tue, Jan 12, 2021 at 3:23 PM Gina Delrose <[gdelrose@ci.belvidere.il.us](mailto:gdelrose@ci.belvidere.il.us)> wrote:

test

*Gina DelRose*

Community Development Planner

City of Belvidere

401 Whitney Boulevard, 61008

(o) 815-547-7177

(f) 815-547-0789

--  
Thank you,  
Dan Gunsteen

# CCSIP Properties, Inc.

8642 US Hwy 20 Garden Prairie, IL, 61038

City of Belvidere  
401 Whitney Blvd., Suite 300  
Belvidere, IL 61008

January 21, 2021

RE: Car Wash near Speedway Convenience Store/Gas Station  
2183 Crystal Parkway

Ms. DelRose:

CCSI International, Inc. is requesting an extension of the special use for the car wash planned for the location near the Speedway Convenience Store/Gas Station. The address shown on your letter dated December 31, 2020 shows the address as 2090 Keene Parkway, however the address given to me for this property is 2183 Crystal Parkway.

We intend to have the permitting completed for this project before the special use expires in April, but request the extension in case other issues arise.

Should you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,



Russell L. Caldwell  
President

# CCSIP Properties, Inc.

8642 US Hwy 20 Garden Prairie, IL, 61038

City of Belvidere  
401 Whitney Blvd., Suite 300  
Belvidere, IL 61008

January 21, 2021

RE: Case No.: 2017-15; 300 South Main Street

Ms. DelRose:

CCSI International, Inc. is requesting an extension of the special use for a planned development that was issued by the Belvidere City Council on 3 April 2017.

The project has been subject to unforeseen delays.

Should you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,



Russell L. Caldwell  
President

# CCSIP Properties, Inc.

8642 US Hwy 20 Garden Prairie, IL, 61038

City of Belvidere  
401 Whitney Blvd., Suite 300  
Belvidere, IL 61008

January 21, 2021

RE: Case No.: 2019-14; 300 South Main Street (Container Park)

Ms. DelRose:

CCSI International, Inc. is requesting an extension of the special use for a planned development that was issued by the Belvidere City Council on 4 November 2019.

The Container Park project has been delayed due to unforeseen issues.

Should you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,



Russell L. Caldwell  
President

ORDINANCE NO.

AN ORDINANCE AMENDING APPENDIX A, FEES,  
RELATING TO FROZEN WATER METERS  
OF THE CITY OF BELVIDERE MUNICIPAL CODE

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

**SECTION 1:** Appendix A, Fees, of the City of Belvidere Municipal Code is amended, only with respect to §114-210, to read as set forth below:

114-210	Frozen Metal Meter	Public Works	\$50.00
	Frozen IPERL Meter		\$195.00

**SECTION 2:** 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 3:** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Ayes:  
Nays:  
Absent:

APPROVED:

\_\_\_\_\_  
Mayor Michael W. Chamberlain

(SEAL)

ATTEST: \_\_\_\_\_  
Clerk Sarah Turnipseed

Passed:  
Approved:  
Published:

ORDINANCE #  
AN ORDINANCE AMENDING SECTION 114-303(f),  
MAINTENANCE AND REPAIR,  
OF THE CITY OF BELVIDERE MUNICIPAL CODE

WHEREAS, a scrivener's error exists in Section 114-303(f) of the City of Belvidere Municipal Code; and

WHEREAS, the Corporate Authorities of the City of Belvidere desire to correct that error.

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

**SECTION 1:** Section 114-303(f) of the City of Belvidere Municipal Code is amended to read as follows:

(f) *Maintenance and repair.* The owner of the premises served by the sanitary sewer system shall properly maintain the operation of and shall repair the building sewer or lateral line located on private property. The City owns and maintains the portion of the building sewer or lateral line located in the public right-of-way.

**SECTION 2:** 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 3:** This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Voting Aye: .  
Voting Nay: .  
Absent: .



APPROVED:

\_\_\_\_\_  
Michael W. Chamberlain  
Mayor

ATTEST:

\_\_\_\_\_  
Sarah Turnipseed  
City Clerk

(SEAL)

Passed:

Approved:

Published:

J:\Draft Ordinances\114.303(f) fix.doc

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 2/3/2021  
**Re:** Extension of TRC Annual Services Agreement for Landfill #2

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Attached to this memo is a proposal from TRC to extend their 2020 annual services agreement for Landfill #2 to July 31, 2021. Their annual services include statistical evaluation of monitoring well data, data analysis, groundwater assessment, preparation of the Corrective Action Evaluation Report, Air Emission Report, as well as operation and maintenance of the Leachate/Landfill Gas Recovery System.

I would recommend approval of extending the 2020 Landfill #2 Annual Services Agreement with TRC until July 31, 2021. This work is included in the proposed Landfill budget, account number 01-5-335-7900.



708 Heartland Trl.  
Suite 3000  
Madison, WI 53717

T 608 826 3600  
TRCcompanies.com

February 1, 2021

Mr. Kevin Catlin  
County Administrator  
Boone County Government  
1212 Logan Avenue, Suite 102  
Belvidere, IL 61008

Subject: Change Order to Extend the Approximate Completion Date of the  
2020 Annual Services Agreement, Belvidere (Boone County) Landfill #2

Dear Mr. Catlin:

In response to recent phone and email correspondence with you and Mr. Brent Anderson, it is TRC Environmental Corporation's (TRC's) understanding that the City of Belvidere and Boone County would like to extend the duration of TRC's 2020 Annual Services Agreement (2020 Agreement) into 2021.

At this time TRC is requesting that the remaining budget be utilized as detailed on the attached Change Order, and that the Approximate Completion Date of the 2020 Agreement be extended to July 31, 2021.

We are pleased to continue to offer this assistance to Boone County and the City of Belvidere.

Sincerely,

TRC

  
Joel V. Schiltone  
Project Manager

Attachment: Change Order

cc: Brent Anderson – City of Belvidere  
Ken Quinn – TRC



# CHANGE ORDER

TRC Environmental Corporation  
 708 Heartland Trl.  
 Suite 3000  
 Madison, WI 53717  
 Main 608.826.3600

<b>Date:</b> February 1, 2021	<b>TRC Client Number:</b>
<b>To:</b> Mr. Kevin Catlin County Administrator Boone County Government ("Client") 1212 Logan Avenue, Suite 102 Belvidere, IL 61008	<b>Client Contract Number:</b>
<b>Project Name:</b> Change Order 2020 Annual Services Agreement (2020 Agreement) Belvidere (Boone County) Landfill #2	
<b>Facility Location:</b> City of Belvidere, Boone County, Illinois	
<b>TRC Project Number:</b> 378907.0000	<b>Change Order Number:</b> 01

This document will become a supplement to the Work Authorization dated January 17, 2020.

**Schedule For This Change Order:**

Approximate Start Date: January 1, 2021  
 Approximate Completion Date: July 31, 2021

The impact of this Change Order on the time schedule for total project completion will be:

decrease      days       increase 7 Months       no change

**Description of Changes**

Description of Changes	Reason for Change	Change in Contract Price Estimated Cost
Extension of Approximate Completion Date of the 2020 Agreement from December 31, 2020, to July 31, 2021	Client request	\$0.00
<b>Total Net Change In Contract Price</b>		<b>\$0.00</b>

**Assumptions/Remarks:**

As of January 22, 2021, approximate budget amounts remaining in the 2020 Agreement include the following:

- Task 4 (Corrective Action Evaluation Report [CAER]): ~\$1,380
- Task 7 (Technical Support Services): ~\$4,740

Anticipated services in the near-term include the following:

- CAER. Responding to IEPA questions, if needed, for the CAER. IEPA requested and was provided an extension for their review of the October 2020 CAER. Their revised decision date is now April 13, 2021. If follow-up is needed, we recommend to invoice for our services utilizing the Task 4 remaining budget.
- Annual Air Emissions Report. The 2020 Annual Air Emissions Report is due by May 1, 2021. This report will not be required if Landfill #2 is accepted into the Registration of Smaller Sources



**CHANGE ORDER**

(ROSS) Program – which is anticipated. If a report is required, we recommend to invoice for our services utilizing the Task 7 remaining budget (backup would be the Task 4 remaining budget).

- C. Pursuit to Reduce Operation and Maintenance (O&M) Costs. As directed by the County/City during our Teams meeting on January 19, 2021, and subsequent e-correspondence, TRC is now in contact with the IEPA to set up a Teams meeting to open dialog to discuss the status of Landfill #2 from a regulatory perspective and how to reduce O&M costs until Corrective Action activities can be discontinued. The intent of this initial contact is to determine from the IEPA, their concerns and to help us identify ways to reduce the annual O&M costs at the site until a change in status can be made. Following this meeting, to be conducted by Kevin Catlin, Ken Quinn, and the IEPA, decisions will be made regarding next steps. Depending on the level of effort needed in the near-term, TRC recommends to invoice for our services utilizing the Task 7 remaining budget (backup would be the Task 4 remaining budget). If services are requested that exceed the available 2020 Agreement budget, a separate proposal or Change Order will be prepared.

**Contract Pricing**

Description	Amount (\$)
Original Work Authorization	\$40,100.00
Net Increase for this Change Order	\$0.00
<b>New Contract Price with all Approved Change Orders</b>	<b>\$40,100.00</b>

**Schedule Changes**

Description	Date
Original Approximate Completion Date	December 31, 2020
Change in Time Per this Change Order	7 months
<b>New Approximate Completion Date with all Approved Change Orders</b>	<b>July 31, 2021</b>

**Project Managers:**

TRC  
Joel Schittone

Boone County Government  
Kevin Catlin

**Acceptance:**

Authorization for TRC to commence work included in the changes hereunder constitutes acceptance of this Change Order. Acceptance can be made by signing in the place provided below or by receipt of written authorization from Client to TRC to commence work. Acceptance is limited to the terms stated herein, and any additional or different terms are rejected unless expressly agreed to in writing by TRC.



CHANGE ORDER

APPROVED AND ACCEPTED AS OF THE DATE SHOWN BELOW:

TRC Environmental Corporation

Boone County Government

By: Joel V. Schittone  
Signature

By: [Handwritten Signature]  
Signature

Joel V. Schittone  
Printed Name

KEVIN A. CATLIN  
Printed Name

Project Manager  
Title

COUNTY ADMINISTRATOR  
Title

February 1, 2021  
Date

02/02/2021  
Date

City of Belvidere

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
www.dnr.illinois.gov

JB Pritzker, Governor  
Colleen Callahan, Director

January 26, 2021

City of Belvidere  
Attn: Mayor Chamberlain  
401 Whitney Blvd  
Belvidere, IL. 61008

Re: Kishwaukee River-Belvidere Dam  
License No. 6455

Dear Mayor Chamberlain:

A renewal has been prepared which will extend your License Agreement No.6455 for a parcel of land at Kishwaukee River-Belvidere Dam. Please sign the copy of the license agreement. Please have the copy of the license agreement signed by an authorized representative/official of the City of Belvidere and complete the Signature Authorization Form attached to the agreement as Exhibit A.

Please provide your phone number and emergency information in paragraph 23 of the license, and enter your Social Security (FEIN) Number in the space provided. Also, on the attached Exhibit C, please complete and sign the enclosed Certifications form as **required by State law**. Please note **paragraph 14** and provide a certificate of insurance according to instructions.

Return the copy together with your first annual payment of \$100, or a full-term payment of \$500. The payment should be made payable to the "Illinois Department of Natural Resources" and forwarded to the Department of Natural Resources, Division of Concessions, Leases & Services, One Natural Resources Way, Springfield, IL 62702-1271 or scan and mail to [Kelly.Allen@illinois.gov](mailto:Kelly.Allen@illinois.gov) . Once the signed agreement have been received and approved, a fully executed agreement will be returned to you.

If you have any questions regarding the enclosed agreement, please contact this office at 217/782-7940 or myself at 217/785-4863.

Sincerely,

A handwritten signature in blue ink that reads "Kelly Allen".

Kelly Allen  
Division of Concessions, Leases & Services

Enclosures  
cc: Joe Laikitis, Site Superintendent

Agreement Number: 6455  
Site Name: Kishwaukee River-  
Belvidere Dam  
Location Code: 80-6406-1

STATE OF ILLINOIS  
DEPARTMENT OF NATURAL RESOURCES

**LICENSE AGREEMENT**

THIS AGREEMENT is entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES, hereinafter referred to as “IDNR,” and CITY OF BELVIDERE, hereinafter referred to as “LICENSEE”;

WITNESSETH:

WHEREAS, IDNR has title and jurisdiction over the real estate hereinafter described;  
and

WHEREAS, the premises is not otherwise needed immediately or in the near or foreseeable future by IDNR or development by IDNR; and

WHEREAS, IDNR is authorized and empowered to enter into this Agreement pursuant to the Department of Natural Resources Law, 20 ILCS 805/805-260; and

WHEREAS, LICENSEE is authorized and empowered to enter into this Agreement and to perform the covenants herein undertaken by virtue of the signature authorization attached hereto as Exhibit A; and

NOW THEREFORE:

1. PREMISES DEFINED: For and in consideration of the mutual covenants and undertakings contained herein, the sufficiency of which is hereby acknowledged, IDNR grants to LICENSEE a license to do the particular acts stated in paragraph 5 below on the property owned by the State of Illinois known as Kishwaukee River-Belvidere Dam, shown on the attached Exhibit B (hereinafter “Premises”), and legally described as follows:

That portion of the property of the State of Illinois in Section 26, Township 44 North, Range 3 East, of the Third Principal Meridian, described as follows, to-wit:



Commencing at the Southeast corner of the Southwest Quarter of Section 26, thence North 10° 13' 36" West in the East line of aforesaid Southwest Quarter of Section 26, a distance of 905.20 feet to a point in the centerline of West Lincoln Avenue, thence due West in the aforesaid centerline of Lincoln Avenue, a distance of 72.30 feet to a point; thence South 10° 07' 01" East in a line, a distance of 484.60 feet to a point; thence South 83° 34' 10" East in a line, a distance of 61.0 feet to a point; thence South 90° 45' 20" West a distance of 127.43 feet to the centerline of an existing 21" storm sewer and the point of beginning of the centerline of the following described 15 foot storm sewer R.O.W.; thence South 89° 35' 16" West a distance of 27.16 feet to a point; thence South 72° 36' 46" West a distance of 320.0 feet to a point; thence South 90° 39' 04" West, a distance of 125 feet more or less to the Northerly line of the Kishwaukee River in the City of Belvidere, Boone County, State of Illinois.

It is understood and agreed that IDNR makes no representations with respect to the condition of the title or boundaries of the Premises and shall not be held liable for any damages or liabilities resulting from any actions or adverse claims concerning the same. It is further agreed that licensed activities authorized herein shall not be carried on outside the boundaries of the Premises without the prior written consent of IDNR.

2. TERM: The term of this Agreement shall be for a period of five years, beginning on the 1<sup>st</sup> day of May, 2021, ("Effective Date") and ending on the 30th day of April, 2026, ("Expiration date") unless otherwise renewed, terminated or amended as provided for herein.

3. FEE: LICENSEE, for the use of the Premises for a particular purpose, does hereby agree to pay a license fee of One Hundred and no/100 Dollars (\$100) per year, payable five (5) days in advance of the Anniversary Date of this Agreement. All payments shall be made by check payable to "Illinois Department of Natural Resources" and remitted to "Department of Natural Resources, Division of Concession and Lease Management, One Natural Resources Way, Springfield, Illinois 62702-1271". Any late payments made after December 1 of any year shall be subject to an additional fee of fifteen percent (15%) of the current yearly fee. A default in the payment of any fee due is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

4 NON-EXCLUSIVE LICENSE: DNR hereby grants to LICENSEE a non-exclusive license, subject to all rights, interests and estates of third parties in and near the license Premises, including, without limitation, any leases, licenses, easements, liens, ownership

interests or encumbrances in existence as of the date of this grant, and upon the terms and conditions set forth in this Agreement, to enter upon the license Premises for the applicable license purpose

5. PURPOSE: IDNR gives permission to LICENSEE to enter on the Premises to operate and maintain a twenty-one inch (21”) storm sewer only, and such use is subject to the terms and conditions set forth in this Agreement. Any uses of the Premises not specified in this Agreement shall be subject to the prior written approval of IDNR. An unauthorized or impermissible use of the Premises under this Section is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

6. RESTRICTIONS ON USE: LICENSEE shall not remove any coal or any other material or oil lying on or under the Premises.

It is agreed that the Premises shall not be used for the storage, disposition, disposal, processing or burning of refuse, waste or debris, or for any unsanitary or unhealthful purposes by LICENSEE. LICENSEE shall conduct its operation on the Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that LICENSEE shall not transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Premises. Without limiting any other indemnification obligations of LICENSEE contained herein, LICENSEE agrees to protect, indemnify, defend and hold harmless the IDNR from and against any and all losses and claims (including without limitation, (i) reasonable attorneys’ fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon transported, stored, kept, discharged, spilled or released by LICENSEE in, on, under or from the Premises. For purposes of this License, the term “Hazardous Materials”, shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under for which liability may be imposed by any Environmental Law, “Environmental Laws” shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with

respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

7. COMPLIANCE WITH LAWS: It is agreed that LICENSEE, in the authorized use of the Premises, shall observe and comply with all applicable local, state or Federal rules, regulations and laws, and indemnify IDNR for any costs, expenses and damage caused by the violation of any such rules, regulations or laws. Nothing herein shall be construed to place responsibility for compliance with applicable law on IDNR. Licensee shall bear all costs and fees and responsibility to comply with all applicable laws, ordinances, rules and regulations that may govern the proposed or authorized use of the Premises.

8. PROHIBITION ON ENCUMBRANCE: LICENSEE shall not allow or permit or give authority or power to place, incur or permit any lien, encumbrance or mortgage upon the Premises. LICENSEE shall not record a copy of this or any subsequent Agreement with the IDNR involving the Premises. If any license, lien, encumbrance or mortgage is placed on the Premises as a result of LICENSEE's activity, LICENSEE shall immediately take all actions and pay all costs or fees to have the lien, encumbrance or mortgage removed and released.

9. MODIFYING THE PREMISES: LICENSEE shall not modify or alter the Premises or any improvement located on the Premises without prior written approval of IDNR. If LICENSEE wishes to make alterations or modifications to the Premises, LICENSEE shall contact the IDNR Office of Realty and Capital Planning to ensure compliance with applicable statutes and regulations including, but not limited to, consultation requirements of the Illinois Endangered Species Protection Act, 520 ILCS 10/11 and the Illinois Natural Areas

Preservation Act, 525 ILCS 30/17, the consultation, mitigation and compensation provisions of the Interagency Wetland Policy Act of 1989, 20 ILCS 830/1-1 et seq., and the Illinois State Historic Resources Preservation Act, 20 ILCS 3420/1 et seq.

10. RESERVED RIGHTS: IDNR reserves the right of ingress, egress and usage of the Premises, and the right to grant any third party a lease, license or right-of-way on the Premises. IDNR reserves the right to require LICENSEE to remove, relocate or modify any structure, equipment, activity or facility upon, under or across the Premises, at LICENSEE's expense, if IDNR determines that such actions are appropriate and necessary to preserve the integrity, character, function or use of the Premises by IDNR.

11. MAINTENANCE, ALTERATIONS AND OPERATION

A. IDNR makes no representations, warranties or assurances with respect to the condition of the Premises or any improvements situated thereon. It is agreed that LICENSEE has inspected the Premises prior to the execution of this Agreement and accepts the same in its present condition.

B. This Agreement is considered "a net agreement." All operating costs will be paid by LICENSEE. LICENSEE shall be responsible for the prompt payment of all utility bills, including, but not limited to trash removal, electricity, gas, water and sewer, telephone, cable television, and internet service furnished or supplied to all or any part of the Premises.

C. LICENSEE acknowledges that it has inspected the Premises for transmission of utilities and all other lines running within the Premises, including but not limited to oil, gas, electricity, water or sewer, and is accepting liability for LICENSEE'S harm to such transmissions running within, across or above the Premises. IDNR makes no representation or warranty as to the condition of prior or existing use of said transmissions. During any trench or other installation or relocation of any underground utility line, LICENSEE shall install marking tape at least twelve (12) inches above and directly over the utility and not more than twenty-four (24) inches below normal grade. Said tape shall be identified by permanent lettering and color coding as follows: Red - electric power; Yellow - gas, oil, hazardous materials; Orange - telecommunications, signals; Blue - water; and Green – sewer. Such markers, except as otherwise agreed or

specified herein, shall meet applicable standards of the American Public Works Association.

D. LICENSEE shall keep Premises in a safe, sanitary and sightly condition, and in good repair. LICENSEE shall maintain the Premises and repair and pay for any damages caused by the LICENSEE or their customers, invitees, agents or guests. If LICENSEE fails to perform any maintenance function required by IDNR within ten days after notice to do so, IDNR shall have the right to enter upon the Premises and perform the maintenance necessary to restore the Premises and LICENSEE shall reimburse IDNR for the cost thereof.

E. Requests for LICENSEE improvements within or for the benefit of the space(s) allocated to LICENSEE shall be submitted to IDNR for approval in a timely manner. Payment of LICENSEE improvements shall solely be paid for by the LICENSEE and subject to the reasonable direction and approval of IDNR.

F. Except when any maintenance or repairs are necessitated by LICENSEE activities, IDNR shall provide necessary maintenance and repairs to HVAC, plumbing, foundation, roofing, or other structural elements.

G. Any maintenance activities of LICENSEE, including all excavation or vegetation management activities, shall be preceded by written notice to IDNR pursuant to Section 23 herein, and shall be done in a manner which complies with any special concerns of IDNR. Such concerns may include, but are not limited to, requiring the scheduling of such activities to be compatible with anticipated activities of IDNR or its invitees or licensees, and restricting the seasons, types, extent and methods of vegetation control employed by LICENSEE.

12. PUBLIC SAFETY: IDNR may determine that a particular use of the Premises by LICENSEE is, or will be, hazardous to the public or the property, or is incompatible with IDNR purposes or State ownership of the Premises. LICENSEE, at its own expense, may be required to install safety devices, make modifications, or cease LICENSEE's operation to render the Premises safe for, and compatible with, public use.

13. TAXES: If applicable, upon notice to LICENSEE of the amount(s) due, LICENSEE shall timely pay and discharge LICENSEE's proportionate share of any real estate taxes, assessments, and other governmental charges which may be levied or assessed upon the

Premises or any part thereof, and any taxes and licenses growing out of or in connection with LICENSEE's operation of its facilities upon the Premises during the term of this Agreement with respect to any tax year, or any portion thereof. LICENSEE shall, at any time upon request of IDNR, provide to IDNR for examination receipts of payments of all such taxes, assessments and charges.

14 INSURANCE: LICENSEE shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State of Illinois as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 day notice has been provided to the State. LICENSEE shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit LICENSEE's obligation to indemnify, defend, or settle any claims.

15. INDEMNIFICATION: LICENSEE agrees to assume all risk of loss and to indemnify and hold IDNR, its officers, agents, employees harmless from and against any and all liabilities, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including costs, attorneys' fees, and expenses incident thereto, for injuries to persons and for loss of, damage to or destruction of property due to LICENSEE's use and occupation of the Premises and for the negligent or intentional acts and omissions of LICENSEE, its officers, agents, guests and invitees.

16. TERMINATION: This Agreement may be terminated at any time pursuant to this Section.

(A) IDNR shall have the right to terminate this Agreement at any time if it determines that the Premises is required to be used for public purposes incompatible with this Agreement. In such an event, IDNR shall give LICENSEE ninety (90) days' written notice of its intent to terminate, and LICENSEE shall cease its use of the Premises and remove LICENSEE's personal property therefrom, prior to the expiration of said notification period. If this Agreement is terminated

pursuant to this subsection, LICENSEE shall not be liable for any further payments, other than remaining taxes or fees, beyond the date of vacating the Premises.

(B) IDNR shall have the right to terminate this Agreement for noncompliance by LICENSEE of any of the terms and conditions contained herein, or in the event of LICENSEE's bankruptcy, tax lien, or receivership. In such an event, IDNR shall give LICENSEE written notification of such noncompliance and LICENSEE shall have thirty (30) days to cure or remedy the same. If LICENSEE fails to cure or remedy its noncompliance within said period of time, IDNR shall have the right to terminate this Agreement, and LICENSEE shall cease its use of the Premises as though the Agreement had expired at the end of its term, and restore the Premises in accordance with the terms of this Agreement. Should this Agreement be terminated pursuant to this subsection, LICENSEE shall remain liable for all remaining payments required by this Agreement.

(C) Both IDNR and LICENSEE shall have the right to terminate this Agreement prior to the expiration date by giving sixty (60) days' advance written notice in accordance with Section 23 herein.

17 RESTORATION OF PREMISES: Upon the termination or expiration of this Agreement, LICENSEE shall make such repairs and restorations as IDNR deems necessary. LICENSEE shall surrender the Premises to IDNR and restore any disturbances of the Premises caused by LICENSEE to the same or similar condition as prior to this Agreement, to the reasonable satisfaction of IDNR. If LICENSEE fails to restore the Premises, IDNR may restore the Premises, and require LICENSEE to pay the cost of such restoration.

18 RENEWAL AND RATE ADJUSTMENT: This Agreement may be renewed at the end of its term with written consent and approval of all parties hereto. LICENSEE shall provide IDNR with sixty (60) days' advance written notice of its interest in extension of the License. IDNR reserves the right to adjust rental rates on any renewal or extension to reflect current land values and/or conditions and circumstances. No holding over by LICENSEE shall be permitted. If the Premises is not properly vacated as provided herein, LICENSEE shall be considered a trespasser, and appropriate legal action may be taken.

19. AMENDMENTS: This Agreement and its attached exhibits constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or

other inferences shall be implied or impressed upon this Agreement that are not otherwise set forth. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by all parties.

20. ASSIGNMENT; SUBLICENSING: LICENSEE shall not assign this Agreement, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or sublet the Premises, or any part thereof, without the prior written consent of IDNR, which may be withheld for any reason or for no reason, and in no event shall any such assignment or sublicense ever release LICENSEE from any obligation or liability hereunder.

No assignee or sublicense holder of the Premises or any portion thereof may assign or sublicense the Premises or any portion thereof. IDNR is not required to collect any license fees or other payments from any party other than LICENSEE; however, any collection by IDNR from any approved assignee or sublicense holder or any other party on behalf of LICENSEE's account is not construed to constitute a novation or a release of LICENSEE from further performance of its obligations under this Agreement.

21. SUPERSESSON: This Agreement supersedes all previous agreements between the parties hereto regarding the Premises and the subject matter hereof, and any such previous agreements shall be of no further force or effect, relative to the rights or privileges granted by IDNR therein, as of the effective date.

22. APPLICABILITY AND SEVERABILITY: IDNR and LICENSEE mutually acknowledge that various standard provisions of this Agreement may or may not be pertinent to the proposed purpose, and that each such provision shall be interpreted as it reasonably pertains to the Premises. Should any provision of this Agreement be found illegal, invalid or void by a court of competent jurisdiction, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.

23. NOTIFICATION: All notices required or provided for by this Agreement shall be addressed as follows, unless otherwise provided for herein:

IDNR:  
Department of Natural Resources  
Div. of Concession & Lease Management  
One Natural Resources Way

LICENSEE:  
City of Belvidere  
Attn: Mayor Chamberlain  
401 Whitney Blvd.



Springfield, IL 62702-1271  
Telephone: 217/782-7940  
Emergency Contact: Joe Lenkaitis  
Location: Shabbona, IL  
Telephone: 815/824-2106

Belvidere, IL 61008  
Telephone: 815/544-2612  
Emergency Contact:  
Location:  
Telephone:

24. FISCAL FUNDING: Financial obligations of IDNR shall cease immediately and without penalty or liability for damages if in any fiscal year the Illinois General Assembly, Federal funding source, or other funding source fails to appropriate or otherwise make available funds for the operation of the Premises. In such event, the parties hereto may agree to suspend the operation and effectiveness of this Agreement until such time as said funds become available.

25. WAIVER: The waiver by IDNR of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

26. CERTIFICATIONS: LICENSEE'S certifications attached as Exhibit C are incorporated herein by reference thereto.

27. SPECIAL CONODITION- STORMLWATER OUTLET INDEMNIFICATION:  
LICENSEE shall indemnify and hold harmless IDNR from any damages and /or costs caused by discharge from LICENSEE's drainage outlet. The nature and extent of damages attributable to such discharge shall be determined by IDNR, and shall include but not be limited to any costs incurred in correcting or mitigating the following: erosion, siltation, debris, chemical pollution, environmental contamination, destruction of aquatic life, and flooding. There are to be no changes or upgrading of this stormwater outfall without receipt of prior written permission from IDNR.

Agreement Number: 6455  
Site Name: Kishwaukee River-  
Belvidere Dam  
Location Code: 80-6406-1

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LICENSEE:**

**STATE OF ILLINOIS:**

CITY OF BELVIDERE

DEPARTMENT OF NATURAL RESOURCES

BY: \_\_\_\_\_

APPROVED: DIRECTOR, IDNR

Title: Director

Date: \_\_\_\_\_

By: Pam Gray, Division Manager  
Division of Concession and Leases

BY: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
SSN or FEIN No.

Agreement Number: 6455  
Site Name: Kishwaukee River-  
Belvidere Dam  
Location Code: 80-6406-1

2

## **EXHIBIT A**

### **SIGNATURE AUTHORIZATION**

As an official agent of \_\_\_\_\_ CITY OF BELVIDERE \_\_\_\_\_,  
(Lessee or Licensee -Company / Corporation / Municipality)

I certify that \_\_\_\_\_ is an authorized representative of  
said  
(Name of executive of official who will sign the agreement)

organization and is legally empowered to act on its behalf in executing this agreement.

Signed: \_\_\_\_\_  
(Person affirming signature authority of above  
official; must not be the same individual)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BOTTOM OF GATIS ON  
HEAD RACE - ELEV 745.27

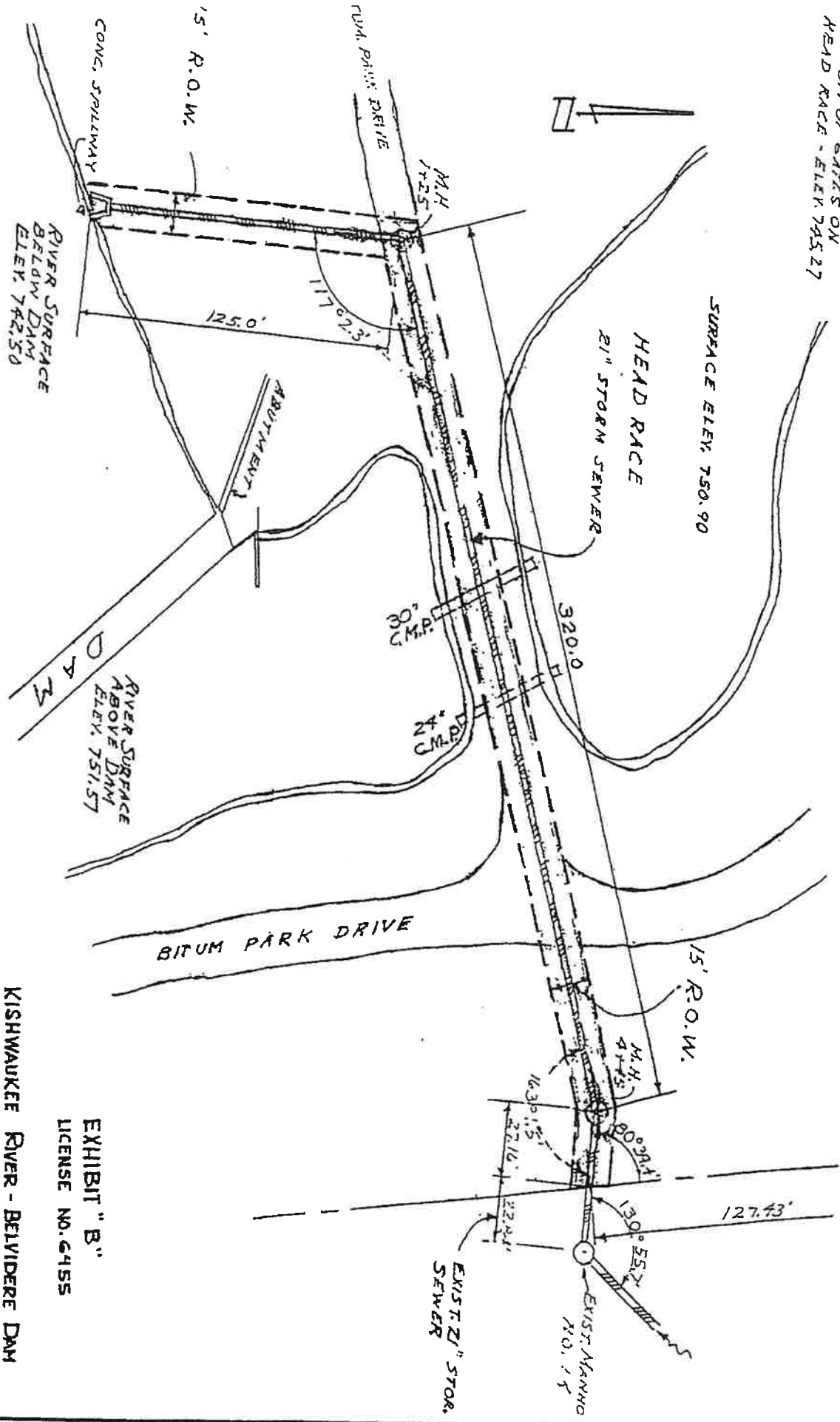


EXHIBIT "B"  
LICENSE NO. 6455

KISHWAUKEE RIVER - BELVIDERE DAM  
BOONE COUNTY  
SEC. 26 T44N R.3E 3RD PM

Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years including the initial term and all renewals, Public Agency shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Public Agency or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3. If Public Agency employs 25 or more employees and this contract is worth more than \$5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)

4. Public Agency certifies that the Public Agency is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

5. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

6. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

7. Public Agency warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8. Public Agency certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at [www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa). (30 ILCS 587)

AGENCY

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

PRINTED NAME

\_\_\_\_\_

TITLE

\_\_\_\_\_

AGENCY

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

PRINTED NAME

\_\_\_\_\_

TITLE

\_\_\_\_\_

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 2/3/2021  
**Re:** Water & Sewer Rate Review – FY 2022 Budget

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The FY 2022 proposed budget projects deficits of \$49,000.00 in the Water Department and \$255,000.00 in the Sewer Department. Both funds have struggled in the last 12 to 18 months and I believe that rate increases are needed in both funds. In the Water Department, the current rate of \$1.57/HCF will need to be increased by \$0.05 to cover the projected deficit. In the Sewer Department, the current rate of \$2.46/HCF will need to be increased by \$0.26 to cover the projected deficit.

Understanding that a rate increase now, during the pandemic, would only add to the burden on our residents, I would recommend an interim strategy whereby we would reduce the transfers to water and sewer depreciation funds to balance the FY 2022 budget.

I would suggest a single increase for water, beginning no later than May 1, 2022, and a two-step increase for sewer with the first step beginning January 1, 2022 and the second step beginning May 1, 2022. Attached is a projection of what the proposed increases will mean for a typical residential household.

The rate increases proposed above does not include the rate increase required to guarantee repayment of the IEPA Wastewater Facilities Loan Project. Based on the low bid for the project of \$3,740,000, the sewer rate increase will range from \$0.19/HCF to \$0.24/HCF. The actual rate increase will be determined once the project is completed, which is scheduled for fall of 2022.

## **Water and Sewer Rate Increase Projections**

The following is a summary of the increased cost to an average homeowner based on proposed rate changes:

### Water Rate Change

- Current Rate is \$1.57/HCF
- Total Increase Proposed is \$0.05/HCF

Increase to take effect May 1, 2022: \$1.57/HCF to \$1.62/HCF

The total increase per year for the typical residential household using 10,400 cubic feet per year will be \$5.20.

### Sewer Rate Change

- Current Rate is \$2.46/HCF
- Total Increase Proposed is \$0.26/HCF, done in two steps over six months

First Increase: January 1, 2022: \$2.46/HCF to \$2.59/HCF

The increase for the typical residential household using 10,400 cubic feet per year will be \$13.52.

Second Increase: May 1, 2022: \$2.59/HCF to \$2.72/HCF

The increase for the typical residential household using 10,400 cubic feet per year will be \$13.52.

Total increase for per year following the two step increases will be \$27.04.

Combined increased cost for both water and sewer after the proposed increases will be \$32.24 per year (\$2.69 per month).

INTERGOVERNMENTAL AGREEMENT FOR  
A COMMUNITY LAW ENFORCEMENT OFFICER BETWEEN THE COUNTY OF  
BOONE, THE CITY OF BELVIDERE AND  
THE BOONE COUNTY HEALTH DEPARTMENT

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 between the County of Boone (the County), the City of Belvidere (the City) and the Boone County Health Department (the Department), all located within Boone County, State of Illinois.

WHEREAS, Section 10 of Article 7 of 1970 Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) empower units of local government to contract among themselves to share services and exercise, combine, or transfer any powers not prohibited by law; and

WHEREAS, the Department is the statutorily recognized Health Department for Boone County Illinois operating under the auspices of Boone County Illinois which serves the entirety of Boone County including the City of Belvidere; and

WHEREAS, the County applied for and received a Comprehensive Opioid, Stimulant, and Substance Abuse Program Grant (COSSAP Grant) from the State of Illinois to help address community needs and support projects that develop or expand comprehensive programs in response to the use and sale of illicit opioids, stimulants and other illicit substances; and

WHEREAS, the County has designated the Department as the entity to manage the COSSAP Grant including but not limited to financial distribution and ensuring compliance with grant deliverables.

WHEREAS, the Department and the City agree that it is beneficial to identify prospective clients who may be misusing opioids or using other illicit drugs in an attempt to provide the drug-involved client an opportunity to receive treatment prior to an arrest; and

WHEREAS, the Department and the City find that a full-time police officer assigned to assist in coordinating the identification, management, and outreach to potential clients and the community is vital to the success of the COSSAP program.

THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the County, the City and the Boone County Health Department agree as follows:

1. RECITALS: The foregoing recitals are incorporated herein by this reference as if fully set forth.



2. **SERVICES PROVIDED:**

The City shall provide one full time police officer (the Officer) to coordinate with the Department to facilitate the goals of the COSSAP Grant and program. The officer will be assigned to assist the Department as a police liaison with the Belvidere Police Department and in the Department's community outreach goals and programs.

3. **OFFICER EMPLOYMENT:**

The Officer is a City employee and shall be supervised and remain subject to the Police Department chain of command. All activities of the Officer shall be taken as a City employee and pursuant to applicable laws and the City Police Department's rules and regulations.

The Chief of Police, or their designee, shall coordinate the provision of the Officer's services and activities with the Boone County Health Department Public Health Administrator.

It is essential that the City ensure that it is providing competent and professional services, not only to the Department, but to the entire community. As such, in the unlikely event that the Department is in any way dissatisfied with the Officer assigned to the COSSAP Grant, or if Department feels that the assigned Officer has in any way acted in an improper manner, the Department shall immediately notify the Chief of Police or their designee. The Department shall not take any unilateral action with regard to the assigned Officer. The Chief of Police and the Department shall coordinate an effective response and solution to the Department's concerns. In the event that the Department and the Chief of Police conclude that an alternative Officer should be assigned, the Department agrees and understands that it may take a period of time to train the new Officer and staff the position.

4. **TIME OF PERFORMANCE:**

The Officer shall be available for COSSAP Grant purposes during regular business hours as follows:

A. Monday through Friday from 8:00 a.m. to 4:30 p.m.

B. Depending on grant program requirements, the Officer may be asked to work evening and weekend hours. The grant does not cover over time therefore the Officer would earn compensation time to be used at a time agreed upon by the Officer, Department and City.

C. City and the Department agree that the City Police Department may withdraw the Officer as needed on an emergency basis to assist with emergencies within or outside of the City.

5. **COMPENSATION:**

- A. The Department shall pay the City an annual sum for the services of the Officer in the amount of \$94,077.38 per year to compensate for the salary and benefits of the Officer. Payment of the Compensation amount shall be in equal monthly installments, on the 15<sup>th</sup> day of each month.
- B. The Officer shall not work any overtime assignment, as defined in the Collective Bargaining Agreement between the City of Belvidere and FOP Lodge 245, without the prior consent of the Chief of Police or his designee. The Department shall inquire to modify the COSSAP Grant and if allowed under the grant shall reimburse the City for said overtime payments.
- C. The Department shall have no obligation to pay the City for the services of an Officer when no Officer is assigned to the position and the compensation shall be prorated as such.

6. **SERVICES TO BE SUPPLEMENTAL:**

The parties agree that the services provided by this Agreement are in addition to general police services provided by the City in the regular course of operating its Police Department.

7. **MISCELLANEOUS:**

- A. This Agreement embodies the entire agreement between the parties with respect to the provision of the Officer. No extension or amendment of this Agreement shall be made or claimed by any party to have any force or effect whatsoever, unless such extension or amendment shall be set forth in writing and signed by all the parties hereto.
- B. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- C. Any headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- D. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflicts of law rules. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, such invalidation shall not render invalid any other provisions of this Agreement which can be given effect without the invalid provision.
- E. The parties agree that any action brought under or relating to this Agreement shall be brought in the 17<sup>th</sup> Judicial Circuit, Boone County, Illinois and the parties hereby submit to the jurisdiction of and venue in that Court.

8. **EFFECTIVE DATE:**

This Agreement shall take effect on \_\_\_\_\_ and shall remain in effect until COSSAP Grant funds are no longer available to fund the Officer. Either party may cancel this Agreement at any time prior to the expiration of the Agreement with sixty (60) days advance written notice of cancellation.

9. NOTICE:

Any notice required or given under this Agreement shall be given in writing and shall either be hand delivered or delivered through the U.S. Mail, postage prepaid, to the recipient at its formal administrative office. Any notice sent to the County shall be addressed the County Board Chair with copies to the County Administrator. Any notice sent to the City shall be addressed to the Mayor with copies to the Chief of Police and the City Attorney. Any notice to Department shall be addressed to the Boone County Health Department Public Health Administrator. Notice shall also be sent to the chair of the Boone County Behavioral Health Task Force.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the City and the Department have caused this Agreement to be executed.

CITY OF BELVIDERE

COUNTY OF BOONE

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Attest:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
County Clerk

Boone County Health Department

By: \_\_\_\_\_  
Administrator

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_



**BELVIDERE  
FIRE  
DEPARTMENT**

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

Fire Chief and Administration Offices  
(815)544-2242  
Fax (815)544-2278

**To:** Mayor Chamberlain and City Council  
**From:** Chief Al Hyser  
**Date:** February 8, 2021  
**Re:** Assistance to Firefighters Grant

The Belvidere Fire Department is taking part in a regional grant request to provide radios that will allow for more coverage reliability, and interoperability. There is a cost share of 10%. There may be additional sources of funding for the cost share. Belvidere's cost share would be \$17,480.96 and it would be paid from the Capital Fund.

**Motion: To apply for the Assistance to Firefighters Grant and authorize the Fire Chief to sign the memorandum of understanding with Boone County Fire Districts #1, #2, and #3.**

*Chief Al Hyser*

**MEMORANDUM OF UNDERSTANDING**  
**Fiscal Year (FY) 2020 Assistance to Firefighters Grant**  
**Boone County Illinois REGIONAL GRANT APPLICATION**

This Memorandum of Understanding ("MOU") sets forth the terms and understanding by and between the Parties identified below regarding applying for and administering a regional FEMA Assistance to Firefighters Grant. This MOU is being entered into by and between the following listed participants (hereinafter referred to collectively as the "Parties" or individually as a "Party"):

**Boone County Fire Protection District #1**

120 W. Ogden St.  
Capron, IL 61012  
Chief Greg Holmes

**Boone County Fire Protection District #2**

1777 Henry Luckow Ln.  
Belvidere, IL 61008  
Chief Brian Kunce

**North Boone Fire Protection District #3**

305 W. Grove St.  
Poplar Grove, IL 61065  
Chief Dan Zaccard

**Capron Rescue Squad**

15878 Poplar Grove Rd.  
Poplar Grove, IL 61065  
Chief Jeff Wessel

**City of Belvidere**

**City of Belvidere Fire Department**

123 S. State St  
Belvidere, IL 61008  
Chief Al Hyser

WHEREAS, Section 10 of Article 7 of 1970 Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) empower units of local government to contract among themselves to share services and exercise, combine, or transfer any powers not prohibited by law; and

WHEREAS, the City of Belvidere (the City) is a home rule unit of government within the meaning of Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Parties, through the chiefs of their respective fire departments, have formed a working committee and developed a course of action to apply for and administer a potential regional grant under the Department of Homeland Security ("OHS") Federal Emergency Management Agency's ("FEMA") Fiscal Year (FY) 2020 Assistance to Firefighters Grants Program ("AFG"); and

WHEREAS, the Parties have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the AFG program; and

WHEREAS, the City, through its Fire Department, has been selected, through this MOU, to be the host agency to prepare and file a Fiscal Year (FY) 2020 Assistance to Firefighters Grant Application (the "Application") on behalf of the Parties, to administer the potential Fiscal Year (FY) 2020 Assistance to Firefighters Grant program award, and to procure and disburse all equipment purchased under the AFG program award in the event of approval; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the Parties agree as follows:

#### PURPOSE

This MOU establishes the relationship between the Parties in a Regional Fiscal Year (FY) 2020 Assistance to Firefighters Grant Program grant award (the Grant) in the event of approval of the Application.

#### PROCEDURES

1. The City of Belvidere Fire Department will serve as the host agency to submit the Application and serve as grant administrator for the Parties in the event of approval of the Grant.
2. Pursuant to the AFG program guidelines, all items approved under the Application will be procured and administered through the City of Belvidere Fire Department in the event of approval of the Application.
3. The City of Belvidere Fire Department agrees, as the host agency, to provide accountability for the assets acquired under the regional AFG award and provide reporting requirement deliverables. As such, the Parties agree to provide the City of Belvidere Fire with this information on a timely basis to remain in compliance with the requirements of the grant. Each Party shall own and be responsible for maintenance, replacement and continuing support or licensing for each asset acquired under the Grant and provided to the Party. The City shall not be responsible in any manner for the condition, maintenance, replacement or support for any such asset and any such asset will be tendered in "as is" condition with respect to the City of Belvidere. The City of Belvidere specifically disclaims all warranties, including but not limited to, the warranties of merchantability and fitness for a particular purpose.
4. Each Party agrees to accept the Fiscal Year (FY) 2020 Assistance to Firefighters Grant program award and accept their respective equipment as listed in the Application in the event of approval.
5. Each Party agrees to provide a required cash match in the amount of 10% of the total cost of their requested items as detailed in the Application as required under the regional AFG program guidelines. The required match shall be paid by the Parties within thirty (30) days after receipt of notice from the City of Belvidere Fire Department, and in advance of equipment procurement.
6. The grant award to each Party will be distributed as shown on the attached Appendix "A."

7. In the event of a reduced award, the Parties agree to accept this reduced amount and each Party shall provide a 10% cash match on the total reduced award amount of their approved items.
8. The 10% cash match plus any expenditure beyond the grant award for a Party's approved item(s) remains the sole responsibility of that Party.
9. The Parties agree to allow The City of Belvidere Fire Department to procure and distribute their respective assets, if awarded under the regional AFG program.
10. Each Party agrees to promptly provide any additional documentation to the City of Belvidere Fire Department, as requested, that may be necessary in connection with the grant.
11. Each Party agrees to promptly return to The City of Belvidere Fire Department any equipment or deliverables that are received in error.
12. The Parties will implement this potential collaboration during the one-year period commencing on the effective date of the potential grant award plus any potential grant extension period and grant close-out period. Unless renewed by the Parties, this MOU will expire at the end of the grant period, including the close-out period.
13. The Parties agree to indemnify, defend and hold harmless the City of Belvidere, and its officers, employees and officials from any claim, action, or liability in any way related to the City's service as the host agency, including but not limited to any action or claim by the State of Illinois or the Federal Government relating to the Grant and the Application.
14. This Agreement embodies the entire agreement between the parties with respect to the Grant and the Application. No extension or amendment of this Agreement shall be made or claimed by any party to have any force or effect whatsoever, unless such extension or amendment shall be set forth in writing and signed by all the parties hereto.
15. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
16. Any headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
17. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflicts of law rules. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, such invalidation shall not render invalid any other provisions of this Agreement which can be given effect without the invalid provision.
18. Each person signing this Agreement certifies that they have the authority to execute the Agreement and that the Agreement together with all related expenditures and actions has been properly approved by their respective governing bodies.

[The remainder of this page is left blank intentionally]



Appendix A Equipment Requested and Costs

<b>Fiscal Year (FY) 2020 Assistance to Firefighters Grant Requested Equipment and Costs</b>						
	<b>Boone 1</b>	<b>Boone 2</b>	<b>Boone 3</b>	<b>Capron Rescue</b>	<b>Belvidere Fire</b>	<b>Total</b>
<b>Base</b>	1	2	3	2	2	10
<b>Mobile</b>	3	15	10	4	6	38
<b>Portable</b>	6	11	14	6	14	51
<b>Cost</b>						
>Base	\$ 5,909.48	\$ 11,818.96	\$ 17,728.44	\$ 11,818.96	\$ 11,818.96	\$ 59,094.80
>Mobile	\$20,357.61	\$101,788.05	\$ 67,858.70	\$ 27,143.48	\$ 40,715.22	\$257,863.06
>Portable	\$52,403.76	\$ 96,073.56	\$122,275.44	\$ 52,403.76	\$ 122,275.44	\$445,431.96
<b>Total Dept</b>	<b>\$78,670.85</b>	<b>\$209,680.57</b>	<b>\$207,862.58</b>	<b>\$ 91,366.20</b>	<b>\$ 174,809.62</b>	<b>\$762,389.82</b>
<b>Cost Share</b>	<b>\$ 7,867.09</b>	<b>\$ 20,968.06</b>	<b>\$ 20,786.26</b>	<b>\$ 9,136.62</b>	<b>\$ 17,480.96</b>	<b>\$ 76,238.98</b>
<b>Percent</b>	<b>10.3%</b>	<b>27.5%</b>	<b>27.3%</b>	<b>12.0%</b>	<b>22.9%</b>	<b>100.0%</b>

The purpose of the grant is to move dispatch communications from VHF to Starcom (analog to digital) to improve reliability, redundancy, and interoperability.

Base = Motorola APX4500 ENHANCED 7/800 MHZ MOBILE Radio for the stations.

Mobile = Motorola APX6500 ENHANCED 7/800 MHZ MOBILE Radio for the apparatus.

Portable = Motorola APX8000XE for the company officers and chiefs.

Prices are state bid and not vendor dependent. Motorola is our trusted service provider in the county.

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MEMORANDUM OF UNDERSTANDING  
Fiscal Year (FY) 2020 Assistance to Firefighters Grant  
Boone County Illinois REGIONAL GRANT APPLICATION

SIGNATURE PAGE:

**Boone County Fire Protection District #1**  
Chief Greg Holmes

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Signature Date:

**Boone County Fire Protection District #2**  
Chief Brian Kunce

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Signature Date:

**North Boone Fire Protection District #3**  
Chief Dan Zaccard

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Signature Date:

**Capron Rescue Squad**  
Chief Jeff Wessel

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Signature Date:

**City of Belvidere Fire Department**  
Chief Al Hyser

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Signature Date: