

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
AGENDA

April 1, 2024

Convened in the Council Chambers, 401 Whitney Blvd, Belvidere, IL at 6:00 p.m.

(1) Roll Call:

(2) Pledge of Allegiance:
Invocation:

(3) Public Comment: (Please register with the City Clerk):

(4) Approval of Minutes:

(A) Approval of Minutes of the regular meeting of the Belvidere City Council of March 18, 2024; as presented.

(5) Public Hearing:

(A) Annual Budget for 2024-2025 fiscal year.

(B) Vacation of a Portion of Irene Road.

(6) Special Messages and Proclamations:

(A) Child Abuse Prevention Month Proclamation.

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Approval of Minutes of the regular Committee of the Whole – Public Safety and Finance and Personnel of March 25, 2024; as presented.

(9) Unfinished Business:

(A) Ord. #665H – 2nd Reading: An Ordinance Budgeting for all corporate purposes for the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2024 and ending April 30, 2025.

(B) Ord. #666H – 2nd Reading: An Ordinance Granting a Special Use to Allow a Mural within the CB, Central Business District (315 South State Street).

- (C) Ord. #667H – 2nd Reading: An Ordinance Amending Section 110-91, Stop Streets, of the City of Belvidere of Belvidere Municipal Code to add Franklin Street at West Perry Street and West Perry Street at King Street as Stop Streets.
- (D) Ord. #668H – 2nd Reading: An Ordinance Amending Article II, Refuse Collectors and Collection, of Chapter 94 Solid Waste of the City of Belvidere Municipal Code and Authorizing the Execution of a Residential Solid Waste Disposal Agreement.
- (E) Ord. #669H – 2nd Reading: An Ordinance Vacating an Abandoned Portion of Irene Road in the City of Belvidere.

(10) New Business:

- (A) Ord. #670H – 1st Reading: An Ordinance Amending Section 10-67(a)(3), Licenses Classes and Fees of Article 10 of the City of Belvidere Municipal Code to Increase the Initial License Fee from \$10,000.00 to \$20,000.00.
- (B) Ord. #671H – 1st Reading: An Ordinance Authorizing the Sale of Certain Personal Property (Fire Dept. 2003 Ford E350).
- (C) Res. #2024-5 – A Resolution Authorizing the Mayor to Execute and the Clerk to Attest the First Amendment to the Agreement with Metro Paramedic Services, Inc. for EMS Response and Transport Services.

Motions forwarded from Committee of the Whole – Public Safety, Finance & Personnel of March 25, 2024.

Motions of Public Safety – Chairman Matt Fleury:

- (A) Motion to accept the \$3,000.00 donation from Perryville Pet Hospital for the purchase of \$1,120.00 worth of dog food and \$1,820.00 for a Demanet Bite Suit.
- (B) Motion to approve the Corpus Christi Procession Parade Permit Request from St. James Catholic Church for June 2, 2024.

Motions of Finance and Personnel – Chairman Wendy Frank:

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

Motions of Public Works – Chairman Daniel Snow:

- (D) Motion to approve the low bid from Rock Road Companies, in the amount of \$636,212.16 and the City's share of \$302,212.16 to be paid from MFT funds, for the Newburg Road STBG Project.

(E) Motion to authorize Brent Anderson, Director of Public Works to enter into contracts, to include joint participation agreements, on behalf of the City of Belvidere with the State of Illinois and any of its agencies or departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to affect the purpose of this vote.

(11) Adjournment:

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
MINUTES

Date: March 18, 2024

Convened in the Belvidere Council Chambers, 401 Whitney Blvd, Belvidere, Illinois
at 6:00 p.m.

Call to order by Mayor Morris.

(1) Roll Call: Present: J. Albertini, M. Fleury, W. Frank, M. Freeman,
S. Gramkowski, M. McGee, N. Mulhall, D. Snow and
C. Stevens.

Absent: R. Brereton.

Other staff members in attendance:

Public Works Director Brent Anderson, Fire Chief Shawn Schadle, Police Chief Shane Woody, Director of Buildings Kip Countryman, Community Development Planner Gina DelRose, Budget and Finance Officer Shannon Hansen, City Attorney Mike Drella and City Clerk Sarah Turnipseed.

(2) Pledge of Allegiance:
Invocation: Mayor Morris.

(3) Public Comment:

(A) Ald. John Albertini spoke regarding waste hauling.

(B) Ald. Matt Fleury spoke regarding waste hauling.

(C) Sherry Branson spoke regarding 3D Mapping for Land Use Planning.

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of
March 4, 2024; as presented.

Motion by Ald. Snow, 2nd by Ald. Stevens to approve the minutes of the regular meeting
of the Belvidere City Council of March 4, 2024. Aye voice vote carried. Motion
carried.

Belvidere City Council
March 18, 2024

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

(A) Report of Growth Dimensions by Executive Director Pam Lopez-Fettes.

(B) Report of IDA Public Library by Board Member Daniel Arevalo.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$2,482,545.76
Water & Sewer Fund Expenditures: \$ 336,072.91

Motion by Ald. McGee, 2nd by Ald. Mulhall to approve the General & Special Fund Expenditures in the amount of \$2,482,545.76. Discussion took place regarding expenditures. Roll Call Vote: 9/0 in favor. Ayes: Albertini, Fleury, Frank, Freeman, Gramkowski, McGee, Mulhall, Snow and Stevens. Nays: None. Motion carried.

Motion by Ald. Frank, 2nd by Ald. McGee to approve the Water & Sewer Fund Expenditures in the amount of \$336,072.91. Roll Call Vote: 9/0 in favor. Ayes: Fleury, Frank, Freeman, Gramkowski, McGee, Mulhall, Snow, Stevens and Albertini. Nays: None. Motion carried.

(8) Committee Reports and Minutes of City Officers:

(A) Monthly Report of Belvidere Police Department Overtime Pay for February 2024.

(B) Monthly Report of Belvidere Fire Department Overtime Pay for February 2024.

(C) Monthly Report of Community Development Department/Planning Department for February 2024.

(D) Monthly Report of Building Department Revenues, Residential Building Permits for February 2024.

(E) Monthly General Fund Report for February 2024.

(F) Monthly Water/Sewer Fund Report February 2024.

(G) Monthly CD Investments for February 2024.

(H) Minutes of Planning and Zoning Commission March 12, 2024.

Let the record show these reports were placed on file.

(I) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of March 11, 2024.

Motion by Ald. Fleury, 2nd by Ald. Snow to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of March 11, 2024. Aye voice vote carried. Motion carried.

(9) Unfinished Business:

- (A) Ord. #664H – 2nd Reading: An Ordinance Amending Section 114-231 and Appendix A of the Belvidere Municipal Code to Modify Water and Sewer Rates.

Motion by Ald. McGee, 2nd by Ald. Frank to pass Ord. #664H. Discussion took place regarding increasing rates. Roll Call Vote: 6/3 in favor. Ayes: Frank, McGee, Mulhall, Snow, Stevens and Fleury. Nays: Freeman, Gramkowski and Albertini. Motion carried.

(10) New Business:

- (A) Ord. #665H – 1st Reading: An Ordinance Budgeting for all corporate purposes for the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2024 and ending April 30, 2025.
- (B) Ord. #666H – 1st Reading: An Ordinance Granting a Special Use to Allow a Mural within the CB, Central Business District (315 South State Street).
- (C) Ord. #667H – 1st Reading: An Ordinance Amending Section 110-91, Stop Streets, of the City of Belvidere of Belvidere Municipal Code to add Franklin Street at West Perry Street and West Perry Street at King Street as Stop Streets.
- (D) Ord. #668H – 1st Reading: An Ordinance Amending Article II, Refuse Collectors and Collection, of Chapter 94 Solid Waste of the City of Belvidere Municipal Code and Authorizing the Execution of a Residential Solid Waste Disposal Agreement.
- (E) Ord. #669H – 1st Reading: An Ordinance Vacating an Abandoned Portion of Irene Road in the City of Belvidere.

Let the record show Ordinance #665H, #666H, #667H, #668H and #669H were placed on file for first reading.

- (F) Res. #2024-4 – A Resolution Directing the Planning Department to Publish the Zoning Map of the City of Belvidere.

Motion by Ald. Fleury, 2nd by Ald. Mulhall to adopt Resolution #2024-4. Roll Call Vote: 9/0 in favor. Ayes: Freeman, Gramkowski, McGee, Mulhall, Snow, Stevens, Albertini, Fleury and Frank. Nays: None. Motion carried.

Motions forwarded from Committee of the Whole of February 26, 2024 and March 11, 2024.

- (A) Motion to approve the street closure request from the Belvidere Area Chamber of Commerce for State Street from Lincoln Avenue to 1st Street, as well as Logan Avenue between State and Main Street and 1st Street from State to Garfield Avenue on Friday, December 6, 2024, between 3:00pm and 9:30pm for Hometown Christmas. Roll Call Vote: 9/0 in favor. Ayes: Gramkowski, McGee, Mulhall, Snow, Stevens, Albertini, Fleury, Frank and Freeman. Nays: None. Motion carried.
- (B) Motion to enter into an agreement with The Compliance Engine by Brycer to manage our backflow program. Discussion took place regarding backflow program Roll Call Vote: 9/0 in favor. Ayes: McGee, Mulhall, Snow, Stevens, Albertini, Fleury, Frank, Freeman and Gramkowski. Nays: None. Motion carried.
- (C) Motion to accept grant funds from the Illinois Department of Commerce & Economic Opportunity in the amount of \$1mm for work related to the rehabilitation and expansion of Municipal Parking Lot #7, radios for the Police Department, and concrete barricades for use by the Street Department and to authorize the Mayor and Finance Director to execute any documentation necessary to facilitate the receipt of grant funds. Roll Call Vote: 9/0 in favor. Ayes: Mulhall, Snow, Stevens, Albertini, Fleury, Frank, Freeman, Gramkowski and McGee. Nays: None. Motion carried.
- (D) Motion to accept grant funds from the Illinois Department of Commerce & Economic Opportunity in the amount of \$1mm to be used by Midwest Refrigerated Services towards the racking system in the facility currently under construction on Irene Road and to authorize the Mayor and Finance Director to execute any documentation necessary to facilitate the receipt of the grant funds, including but not limited to a Participation Agreement between the City and Midwest Refrigerated Services, LLC. Roll Call Vote: 9/0 in favor. Ayes: Snow, Stevens, Albertini, Fleury, Frank, Freeman, Gramkowski, McGee and Mulhall. Nays: None. Motion carried.
- (E) Motion to accept grant funds from the Illinois Law Enforcements Training and Standards Board in the amount of \$283,350 to be used for gym equipment, virtual training equipment, wellness checks for officers, and stipends for officers and to authorize the Mayor and Finance Director to execute any documentation necessary to facilitate the receipt of grant funds. Roll Call Vote: 9/0 in favor. Ayes: Stevens, Albertini, Fleury, Frank, Freeman, Gramkowski, McGee, Mulhall and Snow. Nays: None. Motion carried.

Belvidere City Council
March 18, 2024

(11) Adjournment:

Motion by Ald. Frank, 2nd by Ald. Albertini to adjourn meeting at 7:05p.m. Aye voice vote carried. Motion carried.

Mayor

Attest:

City Clerk

**CITY OF BELVIDERE, ILLINOIS
NOTICE OF PUBLIC HEARING
ANNUAL BUDGET ORDINANCE**

Notice is hereby given that the corporate authority of the City of Belvidere, Illinois will hold a Public Hearing at 6:00 p.m. on Monday, April 1, 2024 on Ordinance #665H, the proposed annual Budget Ordinance for the 2024-2025 fiscal year. The Public Hearing shall take place in the City Council Chambers, 401 Whitney Boulevard, Belvidere, Illinois.

Copies of the proposed annual Budget Ordinance are accessible for examination by the public during business hours at the office of the Belvidere City Clerk, 401 Whitney Boulevard, Belvidere, Illinois.

City of Belvidere, Illinois

Sarah Turnipseed, City Clerk

Published in *The Boone County Journal* March 21, 2024

**NOTICE OF PUBLIC HEARING
ON VACATION OF A PORTION
OF IRENE ROAD**

The City of Belvidere will conduct a Public Hearing on April 1, 2024 at 6:00 p.m. at the Belvidere City Council Chambers, 401 Whitney Boulevard, Belvidere, Illinois, to discuss consideration of a vacation of a remnant portion of Irene Road in the City of Belvidere, Boone County, Illinois lying between U.S. Route 20 and the Union Pacific Rail Road. The purpose of the public hearing will be to allow all interested persons to be heard concerning the proposal for vacation. Copies of the proposed ordinances vacating the remnant alley are available at the office of the City Clerk, 401 Whitney Boulevard, Belvidere, Illinois 61008.

Dated: March 13, 2024 Sarah Turnipseed, City Clerk

Published in *The Boone County Journal* Mar 14, 2024



Proclamation

WHEREAS, throughout the month of April, the Family Violence Coordinating Council and other prevention groups will be hosting several events to bring awareness to the issue of child abuse; and

WHEREAS, over 100,000 victims of child abuse are reported each year in the state of Illinois; and

WHEREAS, every child is entitled to be loved, cared for, nurtured, feel secure and be free from verbal, sexual, emotional, and physical abuse and neglect; and

WHEREAS, the City of Belvidere has dedicated individuals and organizations who work daily to counter the problem of child abuse and neglect and to help parents obtain the assistance they need; and

WHEREAS, our committees are stronger when all citizens become aware of child abuse and neglect prevention and become involved in supporting parents to raise their children in a safe and nurturing environment; and


WHEREAS, effective child abuse prevention programs succeed because of partnerships among families, social service agencies, schools, religious and civic organizations, law enforcement agencies, and the business community;

NOW, THEREFORE, I, Clinton Morris, Mayor of Belvidere do hereby officially recognize and proclaim April 2024 as

“CHILD ABUSE PREVENTION & AWARENESS MONTH”

in the City of Belvidere, Illinois and encourage all citizens rally support for child abuse victims and volunteer with organizations pleading to end this crime that plagues our society.

IN WITNESS WHEREOF, I hereunto set my hand and affixed the Seal of the City of Belvidere this 1st day of April, 2024.


Clinton Morris
Mayor of Belvidere



Minutes
Committee of the Whole
Public Safety and Finance and Personnel
March 25, 2024
6:00 p.m.

Date: March 25, 2024

Convened in the Belvidere Council Chambers, 401 Whitney Blvd., Belvidere, Illinois at 6:00p.m.

Call to Order – Mayor Clinton Morris:

Roll Call:

Present: Albertini, Brereton, Frank, Freeman, Gramkowski, McGee, Mulhall, Snow and Stevens.

Absent: Fleury.

Other staff members in attendance:

Public Works Director Brent Anderson, Budget and Finance Officer Shannon Hansen, Director of Buildings Kip Countryman, Community Development Planner Gina Delrose, Police Chief Shane Woody, Fire Chief Shawn Schadle, City Attorney Mike Drella and City Clerk Sarah Turnipseed.

Public Comment: None.

Public Forum:

Sherry Branson led presentation and discussion regarding 3-D Mapping and Land Use Planning.

Motion by Ald. Brereton, 2nd by Ald. Stevens to draft a Letter of Support for 3-D Mapping and Groundwater Modeling of Boone County with no funding from the City of Belvidere. Further discussion regarding Letter of Support took place. Roll Call Vote: 3/6 in favor. Ayes: Brereton, Snow and Stevens. Nays: Frank, Freeman, Gramkowski, McGee, Mulhall and Albertini. Motion lost.

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.

2. Public Safety, New Business:

(A) Police Department – Update.

Police Chief Shane Woody presented an update.

(B) Police Department – Request to Accept \$3,000 donation from Perryville Pet Hospital.

Motion by Ald. Brereton, 2nd Ald. Albertini to accept the \$3,000.00 donation from Perryville Pet Hospital for the purchase of \$1,120.00 worth of dog food and \$1,820.00 for a Demanet Bite Suit. Discussion took place regarding donation. Aye voice vote carried. Motion carried.

(C) Fire Department – Update.

Fire Chief Shawn Schadle presented an update.

(D) Fire Department – Sale of 2003 Ford E-350.

Motion by Ald. Mulhall, 2nd by Ald. Frank to approve the Sale of the 2003 E350 VIN#1FDXE45F63HA74691 by any legal means necessary. Discussion took place regarding proceeds from sale. Aye voice vote carried. Motion carried.

(E) Fire Department – Metro First Amendment.

Motion by Ald. Mulhall, 2nd by Ald. McGee to approve authorization and execute the First Amendment to the Public-Private Partnership Agreement between the City of Belvidere and Metro Paramedic Services, Inc. effective May 1, 2024. Discussion took place questioning if amendment was included in budget for FY25. Aye voice vote carried. Motion carried.

(F) Corpus Christi Procession Parade Request.

Motion by Ald. Snow, 2nd by Ald. Mulhall to approve the Corpus Christi Procession Parade Permit Request from St. James Catholic Church for June 2, 2024. Discussion took place regarding barricades. Aye voice vote carried. Motion carried.

3. Finance & Personnel, Unfinished Business: None.

4. Finance & Personnel, New Business:

(A) Finance Department – Update.

Budget and Finance Office Shannon Hansen presented update.

(B) Consultant Agreement for DCEO Economic Development Grant.

Motion by Ald. Stevens, 2nd by Ald. Gramkowski to enter into an agreement with Ellen Burgeson Inc, in an amount not-to-exceed \$25,000 plus clerical costs for administration of a \$1mm CDBG Economic Development grant for the purchase of a racking system to be used by Midwest Refrigerated Services. Funds shall be paid from line item 01-5-110-6190 (Other Professional Services). Discussion regarding administration of grant took place. Aye voice vote carried. Motion carried.

(C) Liquor License Fees.

Discussion took place concerning current Liquor License Fees. Motion by Ald. Snow, 2nd by Ald. Gramkowski to increase the initial Liquor License Fee to \$20,000.00. Further discussion took place concerning liquor license fees. Roll Call Vote: 5/4 in favor. Ayes: Brereton, Frank, Gramkowski, Snow and Stevens. Nays: Freeman, McGee, Mulhall, and Albertini. Motion carried.

5. Other:

(A) Public Works – Newburg Rd. STBG Grant Project – Bid Tabulation.

Motion by Ald. Snow, 2nd Ald. Stevens to approve the low bid from Rock Road Companies, in the amount of \$636,212.16 and the City's share of \$302,212.16 to be paid from MFT funds, for the Newburg Road STBG Project. Discussion took place regarding MFT Funds and Region 1 Planning Council's funds. Aye voice vote carried. Motion carried.

(B) Public Works – Rock Salt Contract Joint Participation Agreement.

Motion by Ald. Frank, 2nd by Ald. McGee to authorize Brent Anderson, Director of Public Works to enter into contracts, to include joint participation agreements, on behalf of the City of Belvidere with the State of Illinois and any of its agencies or departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to affect the purpose of this vote. Aye voice vote carried. Motion carried.

(C) Deer Hills Renewal of Annexation Agreements.

City Attorney Michael Drella led presentation and discussion regarding Deer Hills Renewal of Annexation Agreements.

6. Adjournment:

Motion by Ald. Albertini, 2nd by Ald. Frank to adjourn meeting at 8:41p.m. Aye voice carried. Motion carried.

Committee of the Whole
March 25, 2024

Mayor

Attest: _____ City Clerk

BUDGET ORDINANCE
City of Belvidere
Ordinance #665H

An ordinance budgeting for all corporate purposes for the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2024 and ending April 30, 2025.

BE IT ORDAINED by the Mayor and the City Council of the City of Belvidere, Boone County, Illinois, that:

SECTION 1: The amount thereafter set forth, or so much thereof as may be authorized by law, and as may be needed or deemed necessary to defray all expenses and liabilities of the municipality be and the same are hereby budgeted for the corporate purposes of the City of Belvidere, Boone County, Illinois as hereinafter specified for the fiscal year beginning May 1, 2024 and ending April 30, 2025.

SECTION 2: The amount budgeted for each object and purpose shall be as set forth in Exhibit A.

SECTION 3: The salaries for appointed officials and certain other employees are established and fixed as set forth in Exhibit B, which is incorporated by this reference.

SECTION 4: If any section, subdivision, or sentence of this ordinance shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 5: A certified copy of this ordinance shall be filed with the County Clerk within 30 days after adoption.

SECTION 6: This ordinance shall be published in pamphlet form and shall be in full force and effect after its passage, approval, and publication as provided by law.

PASSED this 1st day of April, 2024, pursuant to a roll call vote by the City Council of the City of Belvidere, Boone County, Illinois.

Approved: _____

ATTEST:

City Clerk

AYES:

NAYS:

ABSENT:

Date Approved: April 1, 2024

Sponsor:

GENERAL FUND

Line Item	Account #	FY 23 Actual	FY 24 Budget	FY 25 Budget Request
Beginning Cash		13,402,638	19,605,844	20,088,298
General Administration				
RE Property Tax	01-4-110-4010	1,770,705	1,769,385	1,769,385
Hotel / Motel Tax	01-4-110-4011	3,980	2,200	2,000
Auto Rental Tax	01-4-110-4012	8,170	8,000	8,000
Muni Infrastructure Maint	01-4-110-4013	70,885	70,105	68,745
State Income Tax	01-4-110-4100	4,094,235	4,151,926	4,081,267
Home Rule Sales Tax	01-4-110-4109	1,569,898	1,603,027	1,698,752
Muni Sales Tax	01-4-110-4110	5,037,083	5,148,032	5,447,940
Sales Tax to Developer	01-4-110-4111	0	0	0
Local Use Tax	01-4-110-4112	1,031,811	970,947	934,200
Local Motor Fuel Tax	01-4-110-4113	390,703	405,000	372,463
Cannabis Tax	01-4-110-4115	39,895	40,076	157,789
Replacement Tax	01-4-110-4120	1,689,574	1,500,000	1,359,142
Repl Tax Dist to Pensions	01-4-110-4121	(264,297)	(264,297)	(264,297)
Grants	01-4-110-4150	0	0	0
American Rescue Plan Act	01-4-110-4152	1,710,788	0	0
Business License	01-4-110-4200	9,365	9,980	10,000
Liquor License & Fines	01-4-110-4210	168,800	162,100	169,300
Amusement Machine	01-4-110-4230	106,640	113,000	150,000
Court Fines	01-4-110-4400	145,439	120,000	120,000
Parking Fines	01-4-110-4410	3,660	2,000	750
Seized Vehicle Fee	01-4-110-4420	45,950	35,000	25,000
Engr Fees-Subdivision	01-4-110-4430	119,833	0	0
Video Gambling	01-4-110-4440	541,209	500,000	500,000
Franchise Fees	01-4-110-4450	254,575	262,313	231,295
Comcast Fees	01-4-110-4455	0	0	0
Death/Birth Certificates	01-4-110-4460	22,478	21,174	20,360
Accident/Fire Reports	01-4-110-4470	3,175	3,465	2,430
Annexation/Plat Fees	01-4-110-4471	59,298	0	0
Hosting Fees	01-4-110-4472	21,609	20,000	41,000
Fuel Charges (outside vendors)	01-4-110-4550	499,211	485,000	562,328
Interest Income	01-4-110-4600	382,828	24,000	500,000
Misc Revenues	01-4-110-4900	183,250	130,400	84,050
Heritage Days	01-4-110-4901	90,969	0	0
Historic Preservation: Fund Raising	01-4-110-4902	859	0	0
Historic Preservation: Grant Reimb.	01-4-110-4903	0	0	0
Operating Transfer in (Reserves)	01-4-110-9998	0	0	0
Total General Administration Revenues		19,812,578	17,292,833	18,051,899
Salaries - Elected Officials	01-5-110-5000	215,888	215,889	215,889
Salaries - Regular - FT	01-5-110-5010	226,443	262,211	275,184
Group Health Insurance	01-5-110-5130	465,619	518,316	564,692
Health Ins Claims Paid (Dental)	01-5-110-5131	31,642	30,000	30,000
Group Life Insurance	01-5-110-5132	1,369	1,377	543
Unemployment Compensation	01-5-110-5136	2,507	0	0
Health Insurance Reimbursement	01-4-110-4540	(153,307)	(144,861)	(135,057)
Memberships, Mtgs & Conf.	01-5-110-5154	3,150	31,655	41,882
Subscriptions/Ed Materials	01-5-110-5156	755	0	0
Gen Admin Personnel & Benefit Expenses		794,066	914,587	993,133
Repairs/Maint - Bldgs	01-5-110-6010	33,866	29,600	29,600
Repairs/Maint - Equip	01-5-110-6020	4,109	5,000	5,000
Legal	01-5-110-6110	9,785	46,250	62,250
Other Professional Services	01-5-110-6190	115,419	92,000	40,000
Back to Business Grant	01-5-110-6191	0	0	0
Telephone	01-5-110-6200	21,043	21,250	21,250
Codification	01-5-110-6225	3,560	6,200	4,600
Other Communications	01-5-110-6290	1,802	2,250	2,250
Gen Admin Contractual Expenses		189,584	202,550	164,950

General Administration (cont)	Account #	FY 23 Actual	FY 24 Budget	FY 25 Budget Request
Office Supplies	01-5-110-7020	109,621	122,334	161,900
Gas and Oil	01-5-110-7030	507,957	460,000	500,000
Other Supplies	01-5-110-7800	1,503	3,100	2,500
Gen Admin Supplies Expenses		619,081	585,434	664,400
Miscellaneous Expense	01-5-110-7900	96,293	53,305	35,150
Reimb of Seized Vehicle Fee	01-5-110-7901	0	0	0
Heritage Days	01-5-110-7902	96,131	0	0
Comcast Charges	01-5-110-7903	0	0	0
Operating Transfer Out (ARPA)	01-5-110-9990	929,431	0	832,061
Operating Transfers Out	01-5-110-9999	2,291,533	1,461,085	996,156
Total General Administration Expenses		3,990,557	3,216,961	3,685,850
NET GENERAL ADMINISTRATION		15,822,021	14,075,872	14,366,049
General Fund - Audit Department				
RE Taxes - Audit	01-4-130-4010	20,051	20,000	20,000
Accounting & Auditing	01-5-130-6100	45,390	50,000	53,210
NET - AUDIT DEPARTMENT		(25,339)	(30,000)	(33,210)
General Fund - IMRF Department				
RE Taxes - IMRF	01-4-140-4010	65,047	65,000	65,000
Replacement Tax	01-4-140-4120	90,999	90,999	90,999
Expense Reimbursement	01-4-140-4940	15,665	17,121	18,184
Total IMRF Revenues		171,711	173,120	174,183
IMRF Premium Expense	01-5-140-5120	119,759	100,394	106,049
NET - IMRF DEPARTMENT		51,952	72,726	68,134
General Fund - Social Security Department				
RE Taxes - FICA/Med	01-4-150-4010	200,158	200,000	200,000
Expense Reimbursement	01-4-150-4940	146,493	158,478	154,158
Library Expense Reimbursement	01-4-150-4941	36,008	42,425	44,974
Total Soc Security Revenues		382,659	400,903	399,132
FICA Expense	01-5-150-5110	235,689	240,393	255,344
Medicare Expense	01-5-150-5112	148,126	151,975	161,235
Total Soc Security Expenses		383,815	392,368	416,579
NET - SOCIAL SECURITY DEPT		(1,156)	8,535	(17,447)
General Fund - Liability Insurance Dept				
RE Taxes - Ins Liability	01-4-160-4010	300,214	300,000	300,000
Expense Reimbursement	01-4-160-4940	0	0	0
Total Liability Insurance Revenues		300,214	300,000	300,000
Insurance Premium	01-5-160-6800	470,305	484,430	549,189
NET - LIABILITY INSURANCE DEPT		(170,091)	(184,430)	(249,189)

Police Department	Account #	FY 23 Actual	FY 24 Budget	FY 25 Budget Request
RE Property Tax	01-4-210-4010	1,202,323	1,321,032	1,583,068
Grants	01-4-210-4150	22,149	20,750	329,842
Police Court Fines	01-4-210-4400	52,628	35,628	40,000
eCitation Fees	01-4-210-4410	2,141	0	0
Sex Offender Registration Fee	01-4-210-4480	2,500	2,500	2,400
Miscellaneous Revenues	01-4-210-4900	32,076	35,000	40,000
Expense Reimbursement	01-4-210-4940	19,247	0	0
SRO Reimbursement	01-4-210-4945	85,147	108,180	104,873
COSSAP Reimbursement	01-4-210-4955	135,570	0	134,916
Sale of Assets	01-4-210-4950	32,000	0	0
Total Police Department Revenues		1,585,781	1,523,090	2,235,099
Salary - Regular - FT	01-5-210-5010	3,890,735	4,219,697	4,607,095
Overtime	01-5-210-5040	290,874	365,650	423,995
Police Pension	01-5-210-5122	1,781,438	1,572,765	1,834,801
Health Insurance	01-5-210-5130	833,456	1,099,983	1,024,008
Dental Insurance	01-5-210-5131	53,897	52,000	52,000
Unemployment	01-5-210-5136	1,043	0	52,000
Uniform Allowance	01-5-210-5140	81,644	101,342	108,934
Training	01-5-210-5152	60,916	132,780	142,280
Police Dept Personnel & Benefit Expenses		6,994,003	7,544,217	8,245,113
Repair/Maint-Equipment	01-5-210-6020	16,785	31,510	30,270
Repair/Maint-Vehicles	01-5-210-6030	57,408	89,850	79,850
Telephone/Utilities	01-5-210-6200	38,465	51,000	46,100
Physical Exams	01-5-210-6810	14,018	11,840	11,840
Community Policing	01-5-210-6816	4,871	10,000	11,000
K 9 Program Expenses	01-5-210-6818	28,524	7,698	9,330
Sex Offender State Disburse	01-5-210-6835	1,625	3,600	2,000
Police Department - Contractual Expenses		161,696	205,498	190,390
Office Supplies	01-5-210-7020	3,495	8,550	9,800
Gas & Oil	01-5-210-7030	108,872	127,000	135,000
Operating Supplies	01-5-210-7040	23,822	46,025	46,025
Miscellaneous Expense	01-5-210-7900	10,074	18,700	17,900
DigiTicket Supplies	01-5-210-7902	2,242	3,000	3,000
Police Department - Supplies Expense		148,505	203,275	211,725
Equipment	01-5-210-8200	47,278	45,320	61,375
Vehicles	01-5-210-8300	0	0	0
Total Police Department Expenses		7,351,482	7,998,310	8,708,603
NET - POLICE DEPARTMENT		(5,765,701)	(6,475,220)	(6,473,504)
Public Safety Building Department				
Salaries - Regular - FT	01-5-215-5010	654,396	780,867	812,431
Other (FICA & IMRF)	01-5-215-5079	90,008	123,455	128,445
Other Contractual Services	01-5-215-6890	295,888	357,500	357,248
NET - PUBLIC SAFETY BLDG DEPT		(1,040,292)	(1,261,822)	(1,298,124)

Fire Department	Account #	FY 23 Actual	FY 24 Budget	FY 25 Budget Request
RE Property Tax	01-4-220-4010	1,021,903	1,150,714	1,250,945
Grants	01-4-220-4150	3,510	0	595,248
Miscellaneous Revenues	01-4-220-4900	47,212	5,250	15,000
Expense Reimbursement	01-4-220-4940	861	0	0
Sale of Assets	01-4-220-4950	210,000	0	0
Ambulance Services	01-4-220-4960	0	600,000	800,000
Total Fire Department Revenues		1,283,486	1,755,964	2,661,193
Salaries - Regular - FT	01-5-220-5010	2,315,719	2,569,796	2,639,914
Overtime	01-5-220-5040	216,496	218,423	215,000
Fire Pension	01-5-220-5124	1,439,187	1,247,022	1,347,253
Health Insurance	01-5-220-5130	532,529	674,699	554,521
Dental Insurance	01-5-220-5131	29,063	30,000	36,000
Unemployment Insurance	01-5-220-5136	0	0	0
Uniform Allowance	01-5-220-5140	35,397	40,200	39,890
Training	01-5-220-5152	12,115	23,939	20,850
Fire Depart Personnel & Benefits Expenses		4,580,506	4,804,079	4,853,428
Repair/Maint-Bldg	01-5-220-6010	43,947	34,130	35,400
Repair/Maint-Equipment	01-5-220-6020	17,905	17,050	20,901
Repair/Maint-Vehicles	01-5-220-6030	46,993	49,000	41,200
Telephone/Utilities	01-5-220-6200	11,558	11,811	14,310
Physical Exams	01-5-220-6810	519	1,000	29,200
Fire Prevention	01-5-220-6822	6,919	8,300	7,630
EMS	01-5-220-6824	11,595	17,000	11,760
Ambulance Services	01-5-220-6830	0	1,719,733	1,771,200
Fire Department - Contractual Expenses		139,436	1,858,024	1,931,601
Office Supplies	01-5-220-7020	30,651	33,850	56,156
Gas & Oil	01-5-220-7030	27,796	35,094	32,000
Operating Supplies	01-5-220-7040	8,917	9,900	9,980
Miscellaneous Expense	01-5-220-7900	10,464	0	2,500
Fire Department - Supplies Expenses		77,828	78,844	100,636
Equipment	01-5-220-8200	20,635	32,470	34,894
Total Fire Department Expenses		4,818,405	6,773,417	6,920,559
NET - FIRE DEPARTMENT		(3,534,919)	(5,017,453)	(4,259,366)
Police & Fire Commission Department				
Physical Exams	01-5-225-6810	13,391	37,400	38,400
Other Contractual Services	01-5-225-6890	12,753	12,250	12,250
NET - POLICE & FIRE COMMISSION		(26,144)	(49,650)	(50,650)

		FY 23	FY 24	FY 25
Community Development	Account #	Actual	Budget	Budget Request
Building Permits	01-4-230-4300	490,324	300,000	300,000
Electric Permits	01-4-230-4310	79,267	36,000	36,000
Electrician Certification Fees	01-4-230-4315	1,800	3,000	3,000
Plumbing Permits	01-4-230-4320	16,562	17,000	18,000
HVAC Permits	01-4-230-4330	36,231	18,000	18,000
Plan Review Fees	01-4-230-4340	216,033	90,000	150,000
Sidewalk/Lot Grading Fee	01-4-230-4350	36,737	20,000	25,000
Insulation Permits	01-4-230-4360	12,080	9,000	9,000
Fire Review Fees	01-4-230-4365	0	2,750	0
Zoning Review Fee	01-4-230-4370	5,288	4,000	5,000
Code Enforcement	01-4-230-4380	3,200	3,000	3,000
Other Permits	01-4-230-4390	6,480	4,000	7,500
Miscellaneous Revenues	01-4-230-4900	472	100	100
Expense Reimbursement	01-4-230-4940	3,584	3,000	2,500
Planning Fees	01-4-230-4950	23,349	20,000	25,000
Planning Misc.	01-4-230-4955	1,250	1,000	1,200
Community Dev - Revenues		932,657	530,850	603,300
Salaries- Regular - FT	01-5-230-5010	267,687	285,662	294,232
FICA	01-5-230-5079	19,641	21,853	22,509
IMRF	01-5-230-5120	15,665	17,121	18,184
Health Ins Expense	01-5-230-5130	57,672	81,709	55,392
Dental Insurance	01-5-230-5131	2,169	4,000	4,000
Unemployment	01-5-230-5136	0	0	0
Training	01-5-230-5152	1,270	2,000	2,000
Building Dept Personnel & Benefits Expense		364,104	412,345	396,317
Repair/Maint - Equip	01-5-230-6020	2,859	3,300	3,300
Repair/Maint - Vehicles	01-5-230-6030	1,606	3,000	3,000
Other Professional Services	01-5-230-6190	61,252	73,335	38,198
Telephone	01-5-230-6200	1,789	1,700	1,700
Postage	01-5-230-6210	5,202	6,000	6,000
Printing & Publishing	01-5-230-6220	4,524	3,000	3,000
Other Contractual Services	01-5-230-6890	0	6,150	6,150
Building Department - Contractual Expenses		77,232	96,485	61,348
Office Supplies	01-5-230-7020	5,908	5,000	16,000
Gas & Oil	01-5-230-7030	1,839	2,500	3,000
Miscellaneous Expense	01-5-230-7900	1,488	1,000	1,500
Operating Transfer Out	01-5-230-9999	0	0	0
Building Department - Supplies Expenses		9,235	8,500	20,500
Total Building Department Expenses		450,571	517,330	478,165
NET - BUILDING DEPARTMENT		482,086	13,520	125,135
Civil Defense Department				
RE Tax - Civil Defense	01-4-240-4010	7,028	7,000	7,000
Miscellaneous Revenues	01-4-240-4900	0	0	0
Miscellaneous Expense	01-5-240-7900	0	6,800	7,211
NET - CIVIL DEFENSE DEPARTMENT		7,028	200	(211)

		FY 23	FY24	FY 25
		Actual	Budget	Budget Request
Street Department				
RE Tax - Road & Bridge	01-4-310-4010	340,586	320,000	320,000
Grants	01-4-310-4150	0	0	0
Sidewalk/Driveway/Lot Grading	01-4-310-4350	0	0	0
Miscellaneous Revenues	01-4-310-4900	7,119	5,000	4,000
Expense Reimbursement	01-4-310-4940	38,775	15,000	20,000
Expense Reimbursement	01-5-310-4940	0	0	0
Sale of Assets	01-5-310-4950	0	0	0
Street Department - Revenues		386,480	340,000	344,000
Salaries - Regular - FT	01-5-310-5010	713,714	763,453	770,974
Overtime	01-5-310-5040	60,235	55,000	55,000
Health Insurance	01-5-310-5130	232,540	281,272	290,448
Uniform Allowance	01-5-310-5140	20,804	16,700	16,700
Training	01-5-310-5152	0	1,500	1,500
Street Dept - Personnel & Benefits Expenses		1,027,293	1,117,925	1,134,622
Repair/Maint - Storm Drain	01-5-310-6001	26,450	30,000	30,000
Repair/Maint - St/Parking Lot	01-5-310-6002	129,221	100,000	100,000
Repair/Maint - Sidewalk/Curb	01-5-310-6003	94,965	40,000	40,000
Repair/Maint - Building	01-5-310-6010	17,280	12,000	12,000
Repair/Maint - Equipment	01-5-310-6020	152,594	140,000	140,000
Repair/Maint - Traffic Signal	01-5-310-6024	30,974	32,500	32,500
Telephone/Utilities	01-5-310-6200	10,447	9,200	9,200
Leaf Clean-up/Removal	01-5-310-6826	973	12,000	12,000
Street Department - Contractual Expenses		462,904	375,700	375,700
Office Supplies	01-5-310-7020	6,198	6,000	6,000
Gas & Oil	01-5-310-7030	85,118	80,000	80,000
Operating Supplies	01-5-310-7040	29,827	30,000	32,000
Miscellaneous Expense	01-5-310-7900	2,372	62,000	2,000
Street Department - Supplies Expenses		123,515	178,000	120,000
Equipment	01-5-310-8200	0	0	0
Total Street Department Expenses		1,613,712	1,671,625	1,630,322
NET - STREET DEPARTMENT		(1,227,232)	(1,331,625)	(1,286,322)
Street Lighting				
RE Tax - Street Lighting	01-4-330-4010	210,183	210,000	210,000
Expense Reimbursement	01-5-330-4940	0	0	0
Repair/ Maint - Street Light	01-5-330-6022	26,071	10,000	10,000
Street Lighting - Electricity	01-5-330-6310	271,733	273,490	283,000
NET - STREET LIGHTING		(87,621)	(73,490)	(83,000)

		FY 23	FY 24	FY 25
Landfill	Account #	Actual	Budget	Budget Request
RE Tax - Refuse/Landfill	01-4-335-4010	50,048	50,000	50,000
Miscellaneous Revenues	01-4-335-4900	0	0	0
Miscellaneous Expenses	01-5-335-7900	54,217	54,500	54,500
NET - GARBAGE DEPARTMENT		(4,169)	(4,500)	(4,500)
Forestry Department				
RE Tax - Forestry	01-4-340-4010	40,062	40,000	40,000
Miscellaneous Revenues	01-4-340-4900	0	0	0
Forestry Department Revenues		40,062	40,000	40,000
Tree Removal or Purchase	01-5-340-6850	53,491	43,000	65,000
Miscellaneous Expense	01-5-340-7900	0	0	0
Forestry Department Expenses		53,491	43,000	65,000
NET - FORESTRY DEPARTMENT		(13,429)	(3,000)	(25,000)
Engineering Department				
Engineering	01-5-360-6140	7,658	27,000	27,000
Subdivision Expense	01-5-360-6824	38,335	10,000	10,000
Office Supplies	01-5-360-7020	7,493	7,500	7,500
Gas & Oil	01-5-360-7030	0	0	0
NET - ENGINEERING DEPARTMENT		(53,486)	(44,500)	(44,500)
Health / Social Services				
Council on Aging	01-5-410-6830	0	0	0
Demolition / Nuisance	01-5-410-6832	3,229	4,500	4,500
NET - HEALTH / SOCIAL SERVICES		(3,229)	(4,500)	(4,500)
Economic Development				
Planning Dept Services	01-5-610-6150	2,201	3,360	3,360
Economic / Business	01-5-610-6840	80,430	87,462	92,022
Tourism	01-5-610-6842	0	0	0
Historic Preservation	01-5-610-6844	4,426	4,550	4,000
NET - ECONOMIC DEVELOPMENT		(87,057)	(95,372)	(99,382)
Utility Tax				
Utility Tax - Electric	01-4-751-4131	1,126,101	1,092,591	817,193
Utility Tax - Gas	01-4-751-4132	1,296,412	846,396	509,380
Utility Tax - Telephone	01-4-751-4133	141,770	148,176	137,491
Grants	01-4-751-4150	0	0	0
Expense Reimbursement	01-4-751-4940	0	0	0
Utility Tax Revenues		2,564,283	2,087,163	1,464,064
Tripp Rd. Reconstruction	01-5-751-8056	0	0	0
Southside Storm Sewer Study	01-5-751-8058	0	0	0
Bellwood Detention Basin	01-5-751-8060	2,406	0	0
Poplar Grove/ Lawrenceville Int	01-5-751-8062	0	0	0
Utility Tax Expenses		2,406	0	0
NET - UTILITY TAX		2,561,877	2,087,163	1,464,064
TOTAL GENERAL FUND REVENUES		27,747,221	24,730,923	26,559,869
TOTAL GENERAL FUND EXPENSES		20,867,172	23,048,469	24,691,283
NET REV OVER (UNDER) EXP		6,880,050	1,682,454	1,868,586
Ending Cash		19,605,844	20,088,298	20,756,884

WATER / SEWER FUND

Line Item	Account #	FY 23 Actual	FY 24 Budget	FY 25 Budget Request
Beginning Cash & Investments - Fund		5,981,405	6,105,697	4,617,968
Water / Sewer General Administration				
Beginning Cash & Investments		75,632	75,632	75,632
Miscellaneous Revenues	61-4-110-4900	0	0	0
Ending Cash		75,632	75,632	75,632
=====				
Water Department				
Beginning Cash & Investments		257,237	(93,096)	(90,298)
Water Consumption	61-4-810-4500	1,943,871	2,020,285	1,916,032
Dep on Agr - Westhills	61-4-810-4521	31,738	10,000	10,000
Meters Sold	61-4-810-4530	159,337	97,250	94,000
Other Services	61-4-810-4590	3,397	3,000	3,000
Interest	61-4-810-4600	133	200	200
Miscellaneous Revenues	61-4-810-4900	50	0	0
Expense Reimbursement	61-4-810-4940	500	0	0
Sale of Assets	61-4-810-4950	0	0	0
Operating Transfers-in (Reserves)	61-4-810-9998	0	0	0
Total Water Department Revenues		2,139,026	2,130,735	2,023,232
Salaries - Regular - FT	61-5-810-5010	557,086	606,199	672,562
Overtime	61-5-810-5040	59,607	35,000	35,000
FICA	61-5-810-5079	43,500	48,916	54,129
IMRF	61-5-810-5120	40,295	38,323	43,727
Group Health Insurance	61-5-810-5130	211,134	192,524	208,547
Uniform Allowance	61-5-810-5140	8,471	12,525	11,000
Rep & Maint - Infrastructure	61-5-810-6000	135,037	74,000	75,000
Rep & Maint - Buildings	61-5-810-6010	15,221	16,000	16,000
Rep & Maint - Equipment	61-5-810-6020	58,481	35,000	35,000
Rep & Maint - Vehicles	61-5-810-6030	13,498	20,000	20,000
Rep & Maint - Contractual	61-5-810-6040	54,022	80,000	80,000
Other Professional Services	61-5-810-6190	7,980	10,000	10,000
Telephone	61-5-810-6200	6,445	10,000	8,000
Postage	61-5-810-6210	24,040	18,000	20,000
Utilities	61-5-810-6300	153,364	200,000	250,000
Office Equip Rental/Maint	61-5-810-6410	25,610	33,000	30,000
Liability Insurance	61-5-810-6800	114,568	118,450	128,000
Lab Expense	61-5-810-6812	17,737	47,000	47,000
Office Supplies	61-5-810-7020	26,592	10,000	10,000
Gas & Oil	61-5-810-7030	27,152	25,000	25,000
Operating Supplies	61-5-810-7040	83,278	67,000	75,000
Chemicals	61-5-810-7050	113,313	120,000	150,000
Meters	61-5-810-7060	112,041	20,000	20,000
Bad Debt Expense	61-5-810-7850	882	2,000	2,000
Miscellaneous Expenses	61-5-810-7900	7,268	4,000	4,000
Equipment	61-5-810-8200	0	0	0
Transfer Out	61-5-810-9999	0	0	0
Depreciaton Set Aside		315,000	285,000	285,000
Bond Pmt Set Aside		0	0	0
Total Water Department Expenses		2,231,622	2,127,937	2,314,965
Net Water Department		(92,596)	2,798	(291,733)
Ending Cash & Investments		164,641	(90,298)	(382,031)

Line Item	Account #	FY 23 Actual	FY 24 Budget	FY 25 Budget Request
Sewer Department				
Beginning Cash & Investments		649,936	336,314	(109,962)
Grants	61-4-820-4150	0	0	0
Sewer Consumption	61-4-820-4500	2,656,966	2,489,404	2,803,240
Dep on Agr - Westhills	61-4-820-4521	13,946	10,000	10,000
Meters Sold	61-4-820-4530	158,854	97,250	94,000
Other Services	61-4-820-4590	40,214	53,000	53,000
Interest	61-4-820-4600	10,145	0	0
Miscellaneous Revenues	61-4-820-4900	18,914	0	0
Expense Reimbursement	61-4-820-4940	0	0	0
Operating Transfers-In (Reserves)	61-4-820-9998	0	0	0
Total Sewer Department Revenues		2,899,039	2,649,654	2,960,240
Salaries - Regular - FT	61-5-820-5010	633,645	688,987	717,955
Overtime	61-5-820-5040	58,146	55,000	55,000
FICA	61-5-820-5079	51,860	56,712	59,131
IMRF	61-5-820-5120	48,042	44,430	47,769
Group Health Insurance	61-5-820-5130	213,508	242,263	254,359
Dental Insurance	61-5-820-5131	0	0	0
Uniform Allowance	61-5-820-5140	20,606	20,600	20,600
Travel	61-5-820-5151	0	0	0
Rep & Maint - Lift Stations	61-5-820-6005	28,433	25,000	30,000
Rep & Maint - Buildings	61-5-820-6010	85,857	90,000	90,000
Rep & Maint - Equipment	61-5-820-6020	60,176	0	0
Rep & Maint - Vehicles	61-5-820-6030	12,073	28,000	28,000
Rep & Maint - Contractual	61-5-820-6040	30,056	50,000	50,000
Other Professional Services	61-5-820-6190	67,101	73,500	73,500
NARP Watershed	61-5-820-6195	34,232	18,000	17,500
Telephone	61-5-820-6200	8,463	12,200	10,000
Postage	61-5-820-6210	14,781	17,000	19,000
Utilities	61-5-820-6300	191,995	200,000	215,000
Office Equip Rental / Maint	61-5-820-6410	7,763	9,000	9,000
Liability Insurance	61-5-820-6800	136,049	140,000	152,000
Lab Expense	61-5-820-6812	54,923	50,000	50,000
Sludge Disposal	61-5-820-6814	17,719	15,000	65,000
Office Supplies	61-5-820-7020	26,590	12,000	12,000
Gas & Oil	61-5-820-7030	21,483	25,000	25,000
Operating Supplies	61-5-820-7040	28,280	20,000	20,000
Chemicals	61-5-820-7050	123,275	58,000	60,000
Meters	61-5-820-7060	112,041	20,000	20,000
Bad Debt Expense	61-5-820-7850	1,053	2,000	2,000
Miscellaneous Expense	61-5-820-7900	3,669	2,000	2,000
Equipment	61-5-820-8200	0	0	0
Operating Transfer Out	61-5-820-9999	0	0	0
		2,091,819	1,974,692	2,104,814
Collection System Expenses				
Salaries - Regular - FT	61-5-830-5010	369,618	375,223	330,386
Overtime	61-5-830-5040	42,033	30,000	30,000
FICA	61-5-830-5079	31,491	31,000	27,570
IMRF	61-5-830-5120	29,024	24,286	22,272
Group Health Ins	61-5-830-5130	134,440	140,629	149,534
Uniform Allowance	61-5-830-5140	10,486	6,600	6,600
Rep & Maint - Infrastructure	61-5-830-6000	16,844	35,000	35,000
Rep & Maint - Equipment	61-5-830-6020	12,857	14,000	94,000
Rep & Maint - Vehicles	61-5-830-6030	7,913	20,000	20,000
Office Equip Rent/Maint	61-5-830-6410	16,518	30,000	30,000
Gas & Oil	61-5-830-7030	12,323	12,000	12,000

Line Item	Account #	FY 23 Actual	FY 24 Budget	FY 25 Budget Request
Operating Supplies	61-5-830-7040	56,212	23,000	25,000
Misc. Expense	61-5-830-7900	3,083	1,500	1,500
Equipment	61-5-830-8200	0	0	0
Depreciation Set Aside		255,000	255,000	255,000
Bond Pmt Set Aside		123,000	123,000	123,000
Total Sewer Department Expenses		3,212,661	3,095,930	3,266,676
Net Sewer Department		(313,622)	(446,276)	(306,436)
Ending Cash & Investments		336,314	(109,962)	(416,398)
=====				
Bond Reserves (necessary per bond ordinances)				
Beginning Cash & Investments		32,843	32,843	32,843
Interest Income		0	0	0
Transfer Out: Bond Payment		0	0	0
Ending Cash & Investments		32,843	32,843	32,843
=====				
Connection Fees / Deposits on Agreement Accounting				
Beginning Cash & Investments		2,930,035	3,327,267	3,458,267
Sources				
Interest Income		20,288	12,000	20,000
Connection Fees	61-4-810-4510	151,508	50,000	35,000
Deposits on Agreement	61-4-810-4520	3,345	2,000	2,000
Connection Fees	61-4-820-4510	306,257	65,000	65,000
Deposits on Agreement	61-4-820-4520	3,891	2,000	2,000
Connection Fee Set-Aside/ Loan Repayment		0	0	0
TOTAL Sources		485,289	131,000	124,000
Uses				
Construction in Progress - Water		9,320	0	0
Construction in Progress - Sewer		78,737	0	0
Building	61-1730	0	0	0
Equip & Vehicles - 1750	61-1750	0	0	0
Land		0	0	0
Loan to Depreciation Fund		0	0	0
TOTAL Uses		88,057	0	0
Ending Cash & Investments		3,327,267	3,458,267	3,582,267

Line Item	Account #	FY 23 Actual	FY 24 Budget	FY 25 Budget Request
Depreciation Funding				
Beginning Cash & Investments		1,678,425	1,790,131	615,331
Sources				
Interest Income		16,394	10,200	15,000
Loan Funds & Grant Funds		0	0	0
Misc.		0	0	0
Depreciation set aside - Water (for Plant)		295,000	285,000	285,000
Depreciation set aside - Water (for System)		0	0	0
Depreciation set aside - Sewer (for System)		255,000	255,000	255,000
Depreciation set aside - Sewer (for Repl)		0	0	0
Loan From Connection Fees		0	0	0
TOTAL Sources		566,394	550,200	555,000
Uses				
Construction in Progress - Water		56,224	0	3,546,000
Construction in Progress - Sewer		78,737	1,400,000	146,000
Equipment & Vehicles		319,726	325,000	302,000
Transfer Out- City Hall Roof		0	0	0
Transfer Out- Connection Fees Loan Payment		0	0	0
TOTAL Uses		454,687	1,725,000	3,994,000
Ending Cash & Investments		1,790,132	615,331	(2,823,669)
=====				
Bond Payments Accounting				
Beginning Cash & Investments		264,443	122,397	121,946
Sources				
Interest Income		2,322	300	300
Bond Proceeds	61-4-110-4901	0	0	0
Operating Transfer In	61-4-110-9998	0	0	0
Bond Pmt Set Aside		123,000	123,000	123,000
TOTAL Sources		125,322	123,300	123,300
Uses				
Debt Serv - Principal	61-5-110-8910	108,574	110,279	111,662
Debt Serv - Interest	61-5-110-8920	15,177	13,472	12,090
Fiscal Charges	61-5-110-8930	0	0	0
Bond Issuance Cost	61-5-110-9031	0	0	0
TOTAL Uses		123,751	123,751	123,752
Ending Cash & Investments		266,014	121,946	121,494
Gross Revenues (excludes set asides)		5,542,070	4,921,889	5,122,772
Gross Expenditures (excludes set asides)		5,417,778	6,409,618	9,036,393
NET CASH FLOW		124,292	(1,487,729)	(3,913,621)
Ending Cash & Investments - Fund		6,105,697	4,617,968	704,347

Line Item	Account #	FY 23 Actual	FY 24 Budget	FY 25 Budget Request
<u>Motor Fuel Tax Fund #10</u>				
Cash Balance - beginning		2,595,283	1,619,110	1,399,453
<u>Revenues</u>				
State Allotment	10-4-310-4140	570,251	592,172	592,172
Transportation Tax	10-4-310-4140	463,215	484,482	484,482
Rebuild Illinois Funds	10-4-310-4150	281,025	0	0
Interest on Investments	10-4-310-4600	21,164	0	8,000
Misc Revenues	10-4-310-4900	0	47,689	47,689
Total Revenues		1,335,655	1,124,343	1,132,343
<u>Expenditures</u>				
Street Maintenance (salt)	10-5-310-6000	196,036	160,000	160,000
Contracted Work	10-5-310-6000	1,065,842	1,184,000	1,033,420
Miscellaneous Expenditures	10-5-310-7900	0	0	0
Rebuild Illinois Projects (Logan)	10-5-310-8021	1,049,950	0	0
Total Expenditures		2,311,828	1,344,000	1,193,420
Cash Balance - ending		1,619,110	1,399,453	1,338,376

<u>Kishwaukee TIF Fund #13</u>				
Cash Balance - beginning		37,045	47,242	63,242
<u>Revenues</u>				
Property Taxes	13-4-110-4010	17,976	20,000	20,000
Interest Income	13-4-110-4600	0	0	0
Misc Revenue	13-4-110-4900	0	0	0
Total Revenues		17,976	20,000	20,000
<u>Expenditures</u>				
Tax Increment Dist - Int	13-5-110-8920	7,779	0	0
Tax Increment Dist - Prin	13-5-110-8930	0	0	0
Other Contractual Services	13-5-110-6890	0	0	0
Miscellaneous Expense	13-5-110-7900	0	4,000	4,000
Total Expenditures		7,779	4,000	4,000
Cash Balance - ending		47,242	63,242	79,242

Line Item	Account #	FY 23 Actual	FY 24 Budget	FY 25 Budget Request
Kishwaukee II TIF Fund #15				
Cash Balance - beginning		4,915	4,915	4,915
Revenues				
Property Tax	15-4-110-4010	0	0	0
Interest Income	15-4-110-4600	0	0	0
Total Revenues		0	0	0
Expenditures				
Other Contractual Services	15-5-110-6890	0	0	0
Miscellaneous Expense	15-5-110-7900	0	0	0
Total Expenditures		0	0	0
Cash Balance - ending		4,915	4,915	4,915

Sp Serv Areas # 2 (Farmington Fields) Fund #16				
Cash Balance - beginning		17,822	3,119	3,619
Revenues				
Property Tax	16-4-110-4010	1,275	16,500	16,500
Interest Income	16-4-110-4600	0	0	0
Total Revenues		1,275	16,500	16,500
Expenditures				
Maintenance Expense	16-5-110-6090	15,978	16,000	16,000
Misc Expense	16-5-110-7900	0	0	0
Total Expenditures		15,978	16,000	16,000
Cash Balance - ending		3,119	3,619	4,119

* Note: Per Auditors request, SSA #2 and #3 were separated beginning FY 2017.

Sp Serv Areas # 3 (Farmington Fields) Fund #17				
Cash Balance - beginning		214	(4,372)	(4,372)
Revenues				
Property Tax	17-4-110-4010	491	6,700	6,700
Interest Income	17-4-110-4600	0	0	0
Other		0	0	0
Total Revenues		491	6,700	6,700
Expenditures				
Maintenance Expense	17-5-110-6090	5,077	6,700	6,700
Misc Expense	17-5-110-7900	0	0	0
Total Expenditures		5,077	6,700	6,700
Cash Balance - ending		(4,372)	(4,372)	(4,372)

CAPITAL PROJECTS FUND #41

Public Benefit Account				
Cash Balance - beginning		853,747	(101,181)	(61,061)
Revenues				
Property Tax	41-4-110-4010	40,062	40,000	40,000
Grants	41-4-110-4150	110,000	0	601,883
Expense Reimbursement	41-4-110-4940	6,377	100	100
Interest Income	41-4-110-4600	213	20	20
Transfer-In	41-4-110-9998	1,225,000	450,000	1,132,061
Total Revenues		1,381,652	490,120	1,774,064
Expenditures				
Miscellaneous Expenditures	41-5-110-7900	255,585	0	250,000
Infrastructure	41-5-110-8020	19,209	150,000	300,000
Logan Ave. Reconstruction	41-5-110-8021	1,049,950	0	0
Low Flow Channel 6th to Appleton	41-5-110-8023	19,844	300,000	0
5th Avenue Storm Sewer Bypass	41-5-110-8024	146,840	0	0
Appleton Rd. Widening	41-5-110-8025	10,040	0	0
Irene Road Realignment	41-5-110-8026	98,645	0	0
Primary Clarifiers Upgrades	41-5-110-8029	87,594	0	832,061
Parking Lot #7 Rehabilitation	41-5-110-8030	0	0	601,883
Operating Transfer Out	41-5-110-9999	3,245	0	0
Total Expenditures		2,336,580	450,000	1,983,944
Cash Balance - ending		(101,181)	(61,061)	(270,941)

Line Item	Account #	FY 23 Actual	FY 24 Budget	FY 25 Budget Request
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Capital Assets Account				
Cash Balance - beginning		417,257	2,482,360	2,482,861
Grants	41-4-752-4150	0	0	0
Interest Income	41-4-752-4600	929	474	1,000
Miscellaneous Revenues	41-4-752-4900	0	0	0
Impact Fee Revenue	41-4-752-4910	0	0	0
Bank Loan Proceeds	41-4-752-4952	0	0	0
Operating Transfers In	41-4-752-9998	3,128,118	1,011,085	1,774,108
Capital Asset Revenues		3,129,047	1,011,559	1,775,108
Misc. Expense	41-5-752-7900	2,783	0	0
Building and Improvements	41-5-752-8100	87,430	87,430	20,500
Equipment	41-5-752-8200	111,865	138,530	215,000
Vehicles	41-5-752-8300	798,630	720,998	387,022
Bond / Loan Prin Payments	41-5-752-8910	60,000	60,000	60,000
Bond / Loan Int Payments	41-5-752-8920	3,236	4,100	4,100
Capital Asset Expenditures		1,063,944	1,011,058	686,622
Cash Balance - ending		2,482,360	2,482,861	3,571,347

Escrow Fund # 91				
Cash Balance - beginning		619,061	522,532	528,532
Other Fees	91-4-110-4490	0	0	0
Interest Income	91-4-110-4600	8,353	6,000	6,000
Miscellaneous Revenues	91-4-110-4900	0	0	0
Escrow/Land Cash Fees	91-4-110-4971	0	0	0
Total Revenues		8,353	6,000	6,000
Disbursement of Collected Fees		104,882	0	0
Total Expenditures		104,882	0	0
Cash Balance - ending		522,532	528,532	534,532

Line Item	Account #	FY 23 Actual	FY 24 Budget	FY 25 Budget Request
Police Pension Fund				
Cash Balance - beginning		27,513,333	27,840,274	28,431,863
Revenues				
Property Tax		1,446,926	1,572,765	1,834,801
Replacement Tax		66,868	66,868	66,868
Interest Inc/Mkt Fluctuation		417,666	632,000	632,000
Contributions		368,482	342,893	342,893
Total Revenues		2,299,942	2,614,526	2,876,562
Expenditures				
Benefit Payments		1,857,193	1,803,118	1,857,212
Contribution Refunds		0	160,048	160,048
Administration		115,808	59,771	59,771
Total Expenditures		1,973,001	2,022,937	2,077,031
Cash Balance - ending		27,840,274	28,431,863	29,231,394

Fire Pension Fund				
Cash Balance - beginning		19,408,870	19,304,690	19,610,048
Revenues				
Property Tax		1,236,703	1,247,022	1,347,253
Replacement Tax		66,868	66,868	66,868
Interest Inc/Market Fluctuation		147,709	484,518	484,518
Contributions		216,783	217,012	217,012
Total Revenues		1,668,063	2,015,420	2,115,651
Expenditures				
Benefit Payments		1,728,918	1,661,158	1,710,993
Refund of Contributions		0	0	0
Administration		43,325	48,904	48,904
Total Expenditures		1,772,243	1,710,062	1,759,897
Cash Balance - ending		19,304,690	19,610,048	19,965,803

Ida Public Library Budget				
		May 23 - Apr 24	May 24-April 25	May 24-April 25 Revised Draft
		Budget		
	TAX REVENUE			
40100	Appropriation	\$773,503.00	\$812,100.00	\$812,100.00
41200	Replacement Tax	\$39,000.00	\$39,000.00	\$39,000.00
	GRANTS & DONATIONS			
41500	Per Capita Grant	\$37,375.00	\$37,375.00	\$37,375.00
41510	Restricted Grants	\$4,800.00	\$1,644.00	\$1,644.00
41512	Unrestricted Grants	\$2,000.00	\$1,000.00	\$1,000.00
41513	Women's Club Donation	\$100.00	\$100.00	\$100.00
41514	List Dividends/Interest	\$4,400.00	\$4,600.00	\$4,600.00
41515	Sullivan Dividends	\$31,000.00	\$32,500.00	\$32,500.00
41518	Gardening Grant	\$250.00	\$500.00	\$500.00
41524	Blackburn Interest	\$1,400.00	\$1,350.00	\$1,350.00
49530	Unrestricted Gift/Donation	\$0.00	\$50.00	\$50.00
	FINES & FEES			
44750	Non Resident Fees	\$15,000.00	\$20,000.00	\$20,000.00
44770	Fines	\$5,000.00	\$7,000.00	\$7,000.00
49001	Fax	\$1,500.00	\$2,000.00	\$2,000.00
49002	Guest Pass	\$600.00	\$600.00	\$600.00
49004	Copy/Print (Print Release)	\$8,000.00	\$8,500.00	\$8,500.00
49005	Computer Card	\$25.00	\$25.00	\$25.00
49006	Replacement Card	\$10.00	\$25.00	\$25.00
49008	Headphones	\$15.00	\$25.00	\$25.00
49009	Lost/Damaged Materials	\$450.00	\$450.00	\$450.00
49025	Notary	\$100.00	\$100.00	\$100.00
49100	Auto Registrations	\$400.00	\$350.00	\$350.00
49600	Meeting Room Rentals	\$0.00	\$500.00	\$500.00
	FRIENDS			
41214	Friends	\$10,000.00	\$10,000.00	\$1,000.00
41215	Friends: Summer	\$3,500.00	\$5,000.00	\$5,000.00
	MISCELLANEOUS			
48001	Rent	\$18,000.00	\$20,000.00	\$20,000.00
49000	Other/Reserve Spending	\$9,489.00	\$0.00	\$0.00
49501	Ida Merchandise	\$600.00	\$700.00	\$700.00
90002	Checking Interest	\$200.00	\$300.00	\$300.00

	Total Income	\$966,717.00	\$1,005,794.00	\$996,794.00
Expenses				
	LEGAL & ACCOUNTING			
41004	Legal	\$3,805.00	\$3,000.00	\$3,000.00
41005	Accounting	\$6,000.00	\$5,000.00	\$5,000.00
41006	Audit	\$7,000.00	\$6,750.00	\$6,750.00
51561	Bank Fees	\$400.00	\$800.00	\$800.00
	GRANT & DONATION SPENDING			
41215	Friends Summer Spending	\$3,500.00	\$5,000.00	\$5,000.00
41540	Gardening Grant Spending	\$250.00	\$500.00	\$500.00
73125	List Memorial	\$800.00	\$800.00	\$800.00
	WAGES & PAYROLL COSTS			
50200	Staff	\$554,575.00	\$587,895.00	\$587,895.00
51100	FICA/Medicare	\$42,425.00	\$44,974.00	\$44,974.00
51302	Timeclock (ADP)	\$2,600.00	\$3,300.00	\$3,300.00
	STAFF BENEFITS			
51200	IMRF	\$22,373.00	\$26,803.00	\$26,803.00
51300	Employee Health Insurance	\$47,095.00	\$54,982.00	\$54,982.00
51519	Staff Meetings	\$2,500.00	\$2,000.00	\$2,000.00
51520	Staff Training	\$0.00	\$500.00	\$500.00
	PUBLIC RELATIONS			
51569	Outreach	\$200.00	\$400.00	\$400.00
51570	Hospitality	\$200.00	\$400.00	\$400.00
51572	Advertising	\$1,000.00	\$700.00	\$700.00
	PROPERTIES			
51590	Bookmobile Operating Expenses	\$15,000.00	\$12,000.00	\$12,000.00
60100	Building Maintenance & Supplies	\$25,000.00	\$25,000.00	\$24,000.00
60101	Rental Property Expenses	\$2,000.00	\$2,000.00	\$2,000.00
60102	Property Taxes	\$4,000.00	\$4,500.00	\$4,500.00
60103	Mortgage	\$32,240.00	\$32,240.00	\$32,240.00
61102	External Building Maintenance	\$10,000.00	\$10,000.00	\$10,000.00
51301	Deductible	\$2,000.00	\$2,000.00	\$2,000.00
63000	Utilities	\$20,000.00	\$13,500.00	\$13,500.00
	IT & DATABASES			
62301	Tech-Annual Costs	\$7,000.00	\$6,500.00	\$3,500.00

62302	Tech-Hardware	\$5,000.00	\$2,500.00	\$2,500.00
62303	Tech-Software	\$2,000.00	\$2,000.00	\$2,000.00
62304	Tech - IT Company	\$13,000.00	\$10,000.00	\$9,000.00
62305	Service Subscriptions	\$1,500.00	\$1,700.00	\$1,700.00
62351	Consortium	\$22,000.00	\$22,900.00	\$22,900.00
62352	Databases	\$3,000.00	\$3,200.00	\$3,200.00
64100	Machine Rent	\$400.00	\$400.00	\$400.00
	INSURANCE			
51585	Bookmobile Insurance	\$3,000.00	\$3,000.00	\$3,000.00
51590	Library Insurance	\$20,000.00	\$23,000.00	\$23,000.00
	SUPPLIES			
70200	Library Supplies	\$18,000.00	\$17,000.00	\$16,000.00
51565	Postage	\$500.00	\$600.00	\$600.00
	ADULT COLLECTION			
73106	A Fiction	\$3,000.00	\$3,000.00	\$3,000.00
73107	A Non Fiction	\$2,000.00	\$2,000.00	\$2,000.00
73108	A Large Print	\$3,500.00	\$3,000.00	\$3,000.00
73109	A Spanish	\$1,000.00	\$1,000.00	\$1,000.00
73117	Donation Books	\$100.00	\$100.00	\$100.00
73110	A Audio	\$1,000.00	\$2,000.00	\$2,000.00
73303	A-V A DVD	\$1,000.00	\$1,500.00	\$1,500.00
	YOUTH & YA COLLECTION			
73101	Young Adult	\$3,500.00	\$3,000.00	\$3,000.00
73102	Y Spanish	\$2,000.00	\$2,000.00	\$2,000.00
73103	Y Non Fiction	\$3,000.00	\$3,000.00	\$3,000.00
73104	Y Easy Reader	\$2,000.00	\$2,000.00	\$2,000.00
73105	Y Fiction	\$3,500.00	\$3,000.00	\$3,000.00
73113	YA Non Fiction	\$1,500.00	\$1,000.00	\$1,000.00
73114	Y Picture Books	\$3,000.00	\$3,000.00	\$3,000.00
73201	YA Manga	\$0.00	\$500.00	\$500.00
73302	A-V Y DVD	\$1,450.00	\$1,500.00	\$1,500.00
	OTHER COLLECTION			
51580	Bookmobile Collection	\$2,000.00	\$3,000.00	\$2,000.00
73301	A-V CD	\$1,000.00	\$1,000.00	\$1,000.00
73304	Electronic Materials	\$20,000.00	\$17,500.00	\$17,500.00
73200	Periodicals	\$3,000.00	\$4,000.00	\$4,000.00
	PROGRAMMING			
73401	Programming Adult	\$1,300.00	\$1,000.00	\$1,000.00
73403	Programming Youth	\$1,300.00	\$1,300.00	\$1,300.00

73408	Programming Teen	\$1,300.00	\$650.00	\$650.00
73404	Local History	\$300.00	\$300.00	\$300.00
73405	Hometown Christmas	\$454.00	\$900.00	\$900.00
73406	Community Garden	\$250.00	\$250.00	\$250.00
73407	Trunk or Treat	\$300.00	\$0.00	\$0.00
	MISCELLANEOUS			
51571	Merchandise Expense	\$500.00	\$500.00	\$500.00
51566	Professional Expenses	\$3,000.00	\$3,000.00	\$3,000.00
51567	Board Training & Travel	\$100.00	\$100.00	\$100.00
51568	Staff Travel		\$2,850.00	\$850.00
90000	Misc	\$0.00	\$0.00	\$0.00
	Total Expenses	\$966,717.00	\$1,005,794.00	\$996,794.00

ORDINANCE NO. 666H

**AN ORDINANCE GRANTING A SPECIAL USE
TO ALLOW A MURAL
WITHIN THE CB, CENTRAL BUSINESS DISTRICT
(315 South State Street)**

WHEREAS, The City of Belvidere has adopted Chapter 150, Zoning Ordinance in accordance with the provisions of Illinois Compiled Statutes to regulate the use of land and to specify the minimum requirements for improvements on land in the City of Belvidere; and

WHEREAS, Special Uses are certain municipal or private uses that due to their physical or operational characteristics may pose a threat to the value, use and enjoyment of adjoining property; are reviewed on a case by case basis; and are permitted only by permission of the Belvidere City Council; and,

WHEREAS, The applicant, Sister Cities Association of Belvidere, IL Inc., PO Box 1822, Belvidere IL 61008 on behalf of the property owner, Gail Spoden, 315 South State Street, Belvidere, IL 61008; and

WHEREAS, after due notice by publication pursuant to the Illinois State Statutes, the City of Belvidere Planning and Zoning Commission held a public hearing on March 12, 2024 concerning the proposed Special Use; and,

WHEREAS, the City of Belvidere Planning and Zoning Commission having examined the application and having considered the evidence, both oral and documentary and being fully advised about the premises did make findings of fact and a recommendation; and,

WHEREAS, the corporate authorities of the City considered the findings of fact and concur with the recommendation of the Planning and Zoning Commission,

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein by this reference.

Section 2. That a Special Use in the CB, Central Business District to allow for a mural on the property depicted in Attachment A and legally described as:

Lot Three (3) of Grover Lane's Re-Subdivision of part of Lots 7 and 8 in Block 4 of Aaron Whitney's Addition to the Town of Belvidere, saving and

reserving the North Seven (7) inches of said Lot Three, being a strip of land seven inches in width on Sate Street and running of equal width along the Northerly side of said lots to the rear end thereof, situated in the City of Belvidere, Boone County, Illinois. ALSO: Lot Four (4) of Grover Lane's Re-Subdivision of part of Lots 7 and 8 in Block 4 of Arron Whitney's Addition to the Town of Belvidere, situated in the City of Belvidere, Boone County, Illinois. PIN: 05-25-353-010

is hereby approved, subject to the following conditions:

1. The mural shall be maintained by the Sister Cities Association of Belvidere and property owner according to Belvidere's Zoning Ordinance requirements. If the mural shall fall into disrepair, then it shall be removed from the subject property.
2. The mural shall be in substantial conformance with the image provided by the applicant. (Attachment B)

Section 3. That the premises shall be used in accordance with and subject to the applicable provisions of the Zoning Ordinance of the City of Belvidere and shall not be used except as may otherwise be expressly authorized by the applicable law and the special use.

Section 4. That acceptance of any of the benefits of this Special Use shall be deemed acceptance of all the terms and conditions set forth herein.

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

Section 6. 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 7. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the City Council of the City of Belvidere this ____ day of _____, 2024.

APPROVED by the Mayor of the City of Belvidere this ____ day of _____, 2024.

Clint Morris, Mayor

ATTEST:

Sarah Turnipseed, City Clerk

Ayes: _____ Nays: _____ Absent: _____

City Council Members Voting Aye: _____

City Council Members Voting Nay: _____

Date Published:

Sponsor: _____

ATTACHMENT A



ATTACHMENT B



8' X 20' Metal Panel



Located North side of Bldg

ORDINANCE #667H
AN ORDINANCE AMENDING SECTION 110-91, STOP STREETS,
OF THE CITY OF BELVIDERE MUNICIPAL CODE
TO ADD FRANKLIN STREET AT WEST PERRY STREET AND
WEST PERRY STREET AT KING STREET AS STOP STREETS

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

SECTION 1: Section 110-91, Stop Streets, of the City of Belvidere Municipal Code is hereby amended to add the intersections of Franklin Street and West Perry Street and West Perry Street and King Street as stop streets as follows:

Franklin St.	West Perry Perry St.	Both Directions (North & South)	
West Perry St.	King St.	Both Directions (East & West)	

SECTION 2: The Official Traffic Regulation Map shall be amended in conformance with this Ordinance.

SECTION 3: 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 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: 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:

Mayor Clinton Morris

ATTEST:

City Clerk Sarah Turnipseed

(SEAL)

Passed:

Approved:

Published:

ORDINANCE #668H
AN ORDINANCE AMENDING ARTICLE II, REFUSE
COLLECTORS AND COLLECTION, OF CHAPTER 94 SOLID WASTE
OF THE CITY OF BELVIDERE MUNICIPAL CODE
AND AUTHORIZING THE EXECUTION OF A
RESIDENTIAL SOLID WASTE DISPOSAL AGREEMENT

WHEREAS, the Corporate Authorities of the City of Belvidere desire to adopt a single sourced Solid Waste collection pursuant to a franchise issued by the City for single-family residential and two-family residential properties only; and

WHEREAS, historically the City has allowed solid waste collection on an open market basis simply requiring solid waste haulers to obtain a City license; and

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

SECTION 1: Effective June 1, 2024, Article II of Chapter 94 of the City of Belvidere Municipal Code is amended to read as set forth in the attached Exhibit A, which is incorporated herein by this reference.

SECTION 2: A Solid Residential Solid Waste Disposal Agreement (the Agreement) between the City of Belvidere and Rock River Disposal Services, Inc. substantially the same as the attached Exhibit B is approved, subject to the approval of the City Attorney and the Mayor. The Mayor is authorized to execute and the Clerk to attest the Agreement.

SECTION 3: 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 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: 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:

Mayor Clinton Morris

ATTEST:

City Clerk Sarah Turnipseed

(SEAL)

Passed:

Approved:

Published:

J:\Legal\MISC\waste hauling bid\ordinance code.doc

ARTICLE II. REFUSE COLLECTORS AND COLLECTION¹

DIVISION 1. GENERALLY

Sec. 94-31. Definitions.

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

Refuse means any garbage, products or materials, including but not limited to the following: putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, sale or consumption of food; human and animal excretion; glass, metal or plastic containers, products or objects discarded as no longer usable; paper, wood and cardboard waste; uprooted weeds, grass clippings and yard waste, furniture or clothing; any industrial process wastes; and dead animals.

Refuse hauler means any person actively engaged in the operation of picking up, delivering or transporting refuse from one location within the City ~~county~~ to another location legally permitted to receive such refuse.

Sec. 94-32. Scope of article.

This article is not intended and shall not be construed to prohibit a resident of the city from hauling his own refuse in his personal vehicle provided that the refuse is hauled to and deposited in a licensed refuse disposal area.

Sec. 94-33. Transportation of refuse restricted.

- (a) It shall be unlawful to transport refuse from outside the city except in totally enclosed trucks or units.
- (b) It shall be unlawful to transport refuse in the city that has not been deposited in a state approved disposal facility within 24 hours of the time it is collected.
- (c) It shall be unlawful to transport refuse in the city except between the hours of 5:00 a.m. and 6:00 p.m.

Sec. 94-34. Licensees to operate in compliance with the law.

All licensees under this Article, including but not limited to the exclusive franchisee under section 95-50, ~~section 94-61~~ shall at all times operate so as not to violate any local ordinances or the regulations adopted by the pollution control board of the state promulgated in accordance with the Environmental Protection Act, title V, 415 ILCS 5/22.

Sec. 94-35. Inspections.

The mayor or any person authorized by him shall have authority to inspect at any time or place any vehicle used in hauling refuse to assure that all state and local standards regarding the operation of such vehicles and are met.

(Code 1982, § 116.124)

Sec. 94-36. Violations; penalties.

Any person who violates this Article ~~division~~ or any of the rules and regulations adopted pursuant to law shall be deemed to have committed a misdemeanor and shall be punished by a fine, suspension or revocation of any license held or as provided in section 1-9, or by any combination of such fine, suspension or revocation and penalty unless otherwise provided in this Article.

**DIVISION 2. EXCLUSIVE FRANCHISE FOR SINGLE FAMILY
AND TWO FAMILY RESIDENTIAL SOLID WASTE COLLECTION**

Sec. 95-50. Single family and two-unit residential solid waste collection.

- (a) Exclusive franchise license. There shall be issued in the City of Belvidere no more than one license, authorizing the collection of garbage/refuse and recyclables for any and all single family and two-unit residential dwelling units located within the corporate limits of the City.
- (b) The said exclusive franchise license (contract) shall be issued to that contractor awarded the contract by the Corporate Authorities for the collection of single family and two-unit residential refuse and recyclables.
- (c) The exclusive franchise licensee shall charge no more than the current year contract rate approved by the City. The City reserves the right to approve or disapprove any proposed increase in the collection fee.
- (d) This section does not prohibit single family residences from composting, mulching, or otherwise disposing of yard waste in a legal manner.
- (e) The Exclusive Franchisee shall abide by all terms of this Article and such terms are incorporated within any franchise agreement. In the event of a direct conflict between a term of any such franchise agreement and this Article, the franchise agreement shall control.
- (f) Any person or entity collecting single-family or two-unit residential garbage, refuse, recyclables or yard waste without the exclusive franchise license, shall be fined not less than \$200.00 plus court costs and attorney's fees for each offense. A separate offense shall be deemed to occur for each residential property from which the person or entity collects residential garbage, refuse, recyclables or yard waste and for each day that the person or entity collects garbage, refuse or yard waste in violation of this section.
- (f) No person shall contract with or hire a waste hauler to collect garbage, rubbish, recyclables or yard waste from a single family or two-unit residential property unless that hauler is the Exclusive Franchisee. Any person who violates this subsection (f) shall be fined in accordance with section 1-9 of the City of Belvidere Municipal Code.
- (g) It shall not be unlawful under this section, nor shall any person or entity be subject to penalty, if they engage in removal of garbage, refuse or yard waste as a service incident to another services such as remodeling, construction or yard care.

DIVISION 3. 2. COLLECTOR'S LICENSE

Sec. 94-61. License required.

- (a) *Business.* No person shall operate a refuse collection business in the city without having first obtained a license from the city to operate the same. No license shall be issued for single family or two-unit residential solid waste collection except to the exclusive franchisee under section 95-50.
- (b) *Vehicles.* No refuse-hauling vehicles except those licensed, after proper application to the city, may be operated in the city; and evidence of such licensing shall be prominently displayed on the windshield of any vehicle used for such purposes.

Sec. 94-62. Application.

- (a) *Business.* Application for city refuse collection business licenses shall be made on forms supplied by the city clerk.
- (b) *Vehicles.* Applications for city refuse hauling vehicle licenses, for vehicles of any kind used in hauling refuse to such disposal areas, shall be made on forms supplied by the city clerk.

Sec. 94-63. Insurance.

Application for a city refuse hauling license must be accompanied by a certificate of insurance having the following minimum amounts:

Comprehensive general liability:

Bodily injury	\$500,000.00 each occurrence \$500,000.00 aggregate
Property damage	\$500,000.00 each occurrence \$500,000.00 aggregate or
Combined form	\$1,000,000.00 combined single limit
Premises-operations explosion collapse hazard	
Underground hazard products/completed operations	
Broad form property damage, independent contractors	
Automobile liability	
Bodily injury	\$300,000.00 each person \$500,000.00 each accident
Property damage	\$100,000.00 or \$500,000.00 combined single limit
Comprehensive form	
Hired non-owned worker's compensation	A-Statutory B-\$500,000.00 each accident

Sec. 94-64. Issuance of license.

The ~~City Clerk~~ city council may grant licenses to such persons as can qualify and desire the same, to pick up, transport and dump refuse in accordance with law and rules and regulations set out in this article.

(Code 1982, § 116.129)

Sec. 94-65. License fees.

- (a) *Business.* The license fee to be charged to all persons requesting a license to operate a refuse collection business shall be \$120.00 per year.
- (b) *Vehicles.* The license fee to be charged to all persons requesting a license for each vehicle used in hauling refuse to a refuse disposal area shall be \$80.00 per vehicle per year. Such licenses shall be effective from May 1 to April 30 of the following year.

Sec. 94-66. When fee due; late payment penalty.

- (a) A fee for a license to be issued under this division shall be due and payable annually in advance on May 1 of each year, and the license shall be for one fiscal year of 12 months commencing on that date.
- (b) A license issued after June 1 of each year shall be subject to a penalty to be paid by the applicant as follows:
 - (1) A penalty for each license issued after June 1 is hereby imposed at the rate of ten percent of the annual license fee for each month until the fee is paid.
 - (2) Should an applicant commence the business or the activity that requires the license subsequent to June 1, the penalty herein shall apply commencing the first day of the month following the month in which the business or the activity began.

Sec. 94-67. Transfer or proration prohibited.

There shall be no transfer of licenses issued under this section or proration of fees for the same for a portion or portions of the year so held.

Sec. 94-68. Suspension or revocation of license.

- (a) All licenses issued pursuant to an application under this division are issued subject to compliance by the applicant with the provisions of this article and statements made in the application, and failure to comply with such provisions and statements shall result in suspension or revocation of such licenses.
- (b) The City Clerk ~~city council~~ may suspend or revoke any license issued under the provisions of this division for any violation of any provision of this article; for any violation of local regulations and ordinances; for any violation of the regulations adopted by the pollution control board of the state pursuant to title V (415 ILCS 5/22 et seq.) of the Environmental Protection Act, or for any violation of state law pertaining to the operation of vehicles used in hauling refuse, for any operation other than that described in the application for license required by section 94-62. The City Clerk may not revoke or suspend the exclusive franchise, said authority reserved to the Corporate Authorities in conformance with any applicable franchise agreement.

Secs. 94-69—94-90. Reserved.

DIVISION 4 3. RECYCLABLES

Sec. 94-91. Containers.

Any privately or publicly operated refuse collection service shall, as a condition of the right to hold a collection license within the city, be required to provide each residential customer so served with a container to be used for collection and regular pickup of certain recyclable items as specified by the city.

Sec. 94-92. Regulations governing curbside collection of recyclables.

As a condition of receiving a refuse collection license within the city, the license holder agrees to the following conditions:

- (1) Residential refuse and garbage shall be defined as that refuse and garbage collected from single-family and two-family dwelling units.
- (2) The following types of refuse and garbage are allowed for disposal and can be collected and disposed of by the license holder provided that all material is in a suitable container.
 - a. All kitchen waste, including cans, bottles, household food, accumulation of animal food and vegetable matter attendant on the preparation, use, cooking and serving of foods.
 - b. General household refuse and garbage, including ashes, empty cartons, crates, boxes, wrapping materials, magazines, cloth material, empty cans, discarded toys, discarded clothing and similar materials.
- (3) Materials not allowed for pickup are as follows: hazardous, toxic or inflammatory materials or materials of an explosive nature; yard wastes (leaves, grass, tree trimmings, etc.); earth, sod, rocks; concrete; refuse from remodeling or construction of homes. However, this does not exclude small amounts of earth, sod and building materials.
- (4) ~~The license holder will be required to furnish to each residential customer a single, 12 gallon minimum, rectangular open top container for the purpose of collecting recyclable items. The containers shall be approved by the city prior to delivery to the homeowners.~~
- (5) The license holder agrees to pick up and have recycled the following recyclable materials (which are not to be placed in regular refuse containers):
 - a. Newsprint.
 - b. Clean glass food and beverage bottles/containers.
 - c. Aluminum food and beverage containers.
 - d. Steel/tin food and beverage containers.
 - e. Plastics with #1 and #2 recycling designation.
 - f. Cardboard.

Other items may be collected by the license holder for recycling at their discretion. The above categories must be properly sorted and separated and placed at the curb in the open containers. Recyclable materials that include waste/refuse will not be picked up.

~~At such a time that market conditions would prohibit the license holder from selling the collected recyclables, the director of public works may, at the request, in writing, of the license holder, waive the requirement to collect the recyclables so affected. It is understood that if this condition arises, the license holder may, at his option, continue to collect the material but dispose of it with the regular refuse.~~

- (6) The recyclable materials will be picked up on the same day as the refuse/garbage.

-
- (7) The license holder shall furnish the city with monthly reports detailing the exact quantities, by type, of all recyclable materials collected; the locations to which they were taken; and the total amount of revenues generated by their sale.
 - (8) Collection and disposal of items heretofore designated as household refuse or household garbage shall be made not less than once a week. The frequency of collection of recyclable materials shall be at the discretion of the license holder. However, collection of recyclables shall be not less than once per month.
 - (9) The license holder may continue to collect any refuse of any commercial, business or industrial establishment, schools or other buildings occupied by a public body, subject to any and all of the regulations governing private scavengers.
 - (10) The license holder shall not begin any residential refuse/recyclable collection before 5:00 a.m.
 - (11) All garbage, ashes, rubble or waste and refuse collected by the license holder shall be disposed of by it at a site licensed and approved by the state environmental protection agency. Documentation of the license and approval by the EPA shall be required upon request from the city. The license holder shall be solely responsible for the sanitary disposal of materials collected by the company.
 - (12) The license holder shall perform all collection and disposal services herein required in a neat, orderly and efficient manner; shall use care and diligence in the performance of its collections; and shall provide neat, orderly and courteous employees and personnel on its crews.
 - (13) The license holder shall agree to prohibit the consumption of alcoholic beverages by its drivers, crew members or other employees while they are on duty. The license holder shall not allow any driver or crew member to be working while intoxicated or under the influence of illegal drugs.
 - (14) The license holder shall exclusively use enclosed, waterproof, packer type disposal truck bodies for refuse collection. The license holder shall not allow litter to scatter or to be spread as a result of the service provided within the city.
 - (15) The license holder shall provide the city with a list of all equipment to be used. Trucks shall be identified by a number which is painted on the truck, by the make and year of cab, chassis and body. Such a list shall be provided to the city annually when license renewal is required.

Sec. 94-93. Investigation of complaints; penalty for violation.

Any complaint received by the city about any license holder who fails to provide any service as provided for in this division, or who violates any other provisions of this division will be promptly investigated by the body having jurisdiction, and if found in violation of this division, will be subject to a penalty of between \$50.00 and \$500.00 and/or revocation of the license, depending on the nature and severity of the violation. With the exception of the exclusive franchisee, the City Clerk shall enforce these penalties and this Article. A licensee may appeal any decision of the City Clerk to the City Council whose decision will be final. Any such penalty action will be taken before the city council for review, and their decision shall be final.

Secs. 94-94—94-100. Reserved.

DIVISION 5 4. YARD WASTE

Sec. 94-101. Collection of yard waste.

Any privately or publicly operated refuse collection service shall, as a condition of the right to hold a collection license within the city, be required to provide regular pickup of residential yard waste at rates to be determined by the license holder or the awarded franchise.

Sec. 94-102. Regulations governing curbside collection of yard waste.

The license holder shall collect garden and yard waste material from residences at curbside. Material must be placed in paper lawn bags or an approved container with a visible X marked on it. Any incidental non-garden or yard waste material collected in the process shall be disposed of by and at the expense of the license holder in accordance with state and local laws, rules and regulations. Tree or brush trimming must be less than five feet in length and weigh less than 50 pounds tied in bundles with natural materials, not with wire.

Sec. 94-103. Definition.

The term "garden and yard waste" shall mean any and all accumulations of grass, leaves, branches, ~~scrubs~~, vines and other similar items generated by the maintenance of lawns, shrubs, gardens and trees.

Sec. 94-104. Reserved.***DIVISION 6 5. BULKY WASTE*****Sec. 94-105. Collection of bulky waste.**

Any privately or publicly operated refuse collection service shall, as a condition of the right to hold a collection license within the city, be required to provide curbside residential bulky waste collection at rates to be determined by the license holder.

Sec. 94-106. Regulations governing curbside collection of bulky waste.

Bulky waste collection must be available to each residential dwelling unit on a quarterly-annual basis and must be scheduled with license holder in advance. All materials regulated under the Clean Air Act, the Toxic Substance Control Act, or other environmental laws shall be removed from bulky waste by the resident prior to the collection.

Sec. 94-107. Definition.

The term "bulky wastes" shall mean discarded recyclable and nonrecyclable materials, including metals with no concrete attached, household appliances, furniture over 50 pounds in weight, refrigerators, stoves, metal poles, other household appliances, and all other materials other than non-refuse material.

Secs. 94-108—94-109. Reserved.***DIVISION 7 6. REFUSE, YARD WASTE AND BULKY WASTE STORAGE***

Sec. 94-110. Refuse, yard waste and garbage receptacles.

All refuse shall be stored in solid body sealed containers resistant to animal infestation or destruction such as commercially available garbage cans with tight fitting lids, or on commercial properties, commercially available dumpsters with lids closed. Such dumpsters or containers may be referred to as garbage receptacles. At all times, the garbage receptacles shall be maintained in a clean condition with lids securely closed and with all refuse only contained within the closed garbage receptacle. No refuse shall be stored outside a completely enclosed structure, unless within a sealed garbage receptacle. Yard waste may be stored within yard waste bags approved by the licensed hauler responsible for removing refuse and yard waste from the property. Recyclables may be stored in recyclable containers approved and provided by the licensed hauler responsible for removing recyclables from the property.

Sec. 94-111. Storage.

When stored outside a structure, all refuse, yard waste, bulky waste and garbage receptacles shall be placed in a manner so that they are not visible from any public or private street or other right of way.

Sec. 94-112. Recycle containers.

Refuse, yard waste, bulky waste, recycle containers and garbage receptacles may be placed curbside, or immediately adjacent to a street or right of way only on the day of pick up by a licensed hauler as set forth in this chapter. Such placement of refuse, yard waste, bulky waste, recyclable containers or garbage shall not exceed a continuous period of 24 hours.

Sec. 94-113. Violations.

The owners of real property upon which a violation of this division is found to exist as well as the persons actually violating this division shall be jointly and severally liable for such violation.

Sec. 94-114. Penalty.

Any person violating any provision of this division, and/or the owner of any real property upon which a violation is found to exist, shall be fined not less than \$100.00 nor more than the maximum provided in section 1-9 for each offense; and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues. In addition, a court of competent jurisdiction may affirmatively require any individual found to violate this division to remedy such violation and to bring the offending real property into compliance with this division as well as the City's Property Maintenance Code.

CITY OF BELVIDERE
RESIDENTIAL SOLID WASTE
DISPOSAL AGREEMENT

This Agreement (the Agreement') is made and entered into this ____ day of
20__ by and between the City of Belvidere, Illinois (the City) and
(the Contractor)

RECITALS

A. The City hereby grants to the Contractor, and the Contractor accepts, the exclusive right, license, privilege, and franchise for the transportation, collection and management of General Refuse, Landscape Waste, City Waste, and Recyclable Commodities generated by the City of Belvidere, as described in this Agreement, during the entire term of this Agreement and any extensions thereof, unless and until earlier terminated.

B. The Contractor agrees to furnish all labor, material, and equipment necessary for the transportation, collection, and management of General Refuse, Landscape Waste, City Waste, and Recyclable Commodities generated within the Corporate Limits of the City and any territory subject to an annexation agreement with the City, as described in this Agreement, during the entire term of this Agreement and any extensions thereof, unless and until earlier terminated.

NOW THEREFORE, in consideration of the mutual promises and benefits to be derived by the respective parties from this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

1. Recitals Incorporated. The Recitals to this Agreement constitute an integral part of this Agreement, which evidences the intent of the parties in executing this Agreement and describe the circumstances surrounding its execution. The Recitals to this Agreement are incorporated herein as an integral part of this Agreement.

2. Definitions. The following terms and phrases when used in this Agreement shall have the meaning given to them in this section:

- a) Customer. Any person, entity, or organization or the like receiving the services or required to receive the services pursuant to this Agreement or the City of Belvidere Municipal Code (the Code).
- b) Garbage. Wastes resulting from the handling, processing, cooking, and consumption of food and wastes resulting from the handling, processing, storage, and sale of produce.
- c) Excluded Waste. Any Hazardous Waste and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or regulations.
- d) Hazardous Waste. Waste identified or listed as a hazardous or special waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any applicable federal or state statute, rule, order, or regulation.

- e) Yard Waste. All accumulations of grass or shrubbery cuttings, leaves, tree limbs, and other materials accumulated as a result of the care of lawns, shrubbery, vines, Christmas trees, and trees. Yard Waste shall be placed in biodegradable brown paper bags or containers not to exceed 30 gallons and 50 pounds in weight. At the discretion of the property owner, tree limbs, shrubs, vines, and trees may be secured outside of the bags or containers in bundles, however, such bundles shall not to exceed four (4) feet in length and 30 pounds in weight.
- f) Recycling Materials. Newspapers, corrugated cardboard, glass, metal cans (including aluminum and tin), plastic bottles designated as number 1 or 2 under the Plastic Recycling Code, paper products, including envelopes, copy paper, magazines, junk mail, manila folders, and such other materials as the parties may agree to in writing.
- g) Refuse. Combustible trash, including, but not limited to, paper cartons, boxes, barrels, wood, wood furniture, and bedding. Non-combustible trash including, but not limited to, metals, tin cans, metal furniture, glass, crockery, other mineral waste and street rubbish, including, but not limited to, street sweepings, dirt, contents of litter receptacles. Refuse does not include earth and wastes from building operations, hazardous substances, hazardous waste, special waste as defined by the Illinois Environmental Protection Act (IEPA) (i.e. byproduct of a manufacturing process) nor shall it include any waste resulting from industrial processes and manufacturing operations such as food processing wastes, boiler house cinders, lumber, scraps and shavings or any waste that the IEPA does not allow to be deposited into an IEPA permitted landfill facility.
- h) Residential Waste. Garbage, Refuse, and other general household waste.
- i) Residential Property. Property used for residential dwelling purposes but excluding multi-residential dwelling units greater than two (2) residential units as well as any hotel or motel. "Single Family" and "Two Family" dwelling units utilized as short-term rentals are included as Residential Property.
- j) White Goods. All discarded refrigerators, ranges, water heaters, freezers, air conditions, humidifiers, and other similar domestic and commercial large appliances that have had the White Good Components removed.
- k) White Good Components. Any chlorofluorocarbon refrigerant gas, any electrical switch containing mercury, and any device that contains or may contain Polychlorinated Biphenyls in a closed system, such as dielectric fluid for a capacitor, ballast or other component.

3. Term. The term ("Term") of this Agreement shall commence on June 1, 2024, and shall terminate on April 30, 2029. Either party may terminate this Agreement for any reason unrelated to cause upon 180 days notice to the other party.

4. Scope of Franchise. The City hereby grants to the Contractor the exclusive right, privilege, license and franchise for the collection and disposal of Garbage, Refuse, Residential Waste, Recycling Materials, Bulk Items, Yard Waste, and White Goods collection within the City corporate limits, and any territory subject to an annexation agreement with the City, for the benefit of Residential Property Owners and the City ("City Collections"). Multi-family (greater than two (2) residential units), commercial, institutional (e.g., schools and hospitals) (other than City owned property) and industrial locations are

specifically excluded from this franchise. The Contractor may, but is not obligated to, enforce the exclusivity provisions of Section 95-50(f) and 95-50(g) of the City of Belvidere Municipal Code and for that purpose may send notices and bring suit to enforce those provisions in its own name and in the name of the City of Belvidere. Similarly, the City agrees to use its best efforts to enforce Section 95-50 of the City of Belvidere Municipal Code to protect Contractor's franchise rights under this Agreement.

5. Not-included Collection. The Contractor may, at its option, independently contract with Residential Property owners within the corporate limits of the City to provide service for any non-included collection subject to any and all regulations governing residential, commercial or industrial refuse and waste collection and providing that such collection does not adversely interfere with Contractor's obligations under this Agreement.

6. Contractor's Obligations.

- a) Contractor shall provide, included within the waste collection service fee charged to each Residential Property and the City as described in this Agreement, the following refuse collection services ("Waste Collection Services.):
 - i. Residential Waste Collection. Weekly curbside collection of Residential Waste with a 95-gallon cart provided by Contractor and weekly curbside unlimited recycling service, with a 65-gallon cart provided by Contractor and Bulk Items shall be performed. The 95-gallon cart for Residential Waste and the 65-gallon cart for Recycling shall be provided by the Contractor by May 1, 2024. Residential Waste and Bulk Items shall be placed by the Residents of each respective Residential Property owner into the bin provided by the Contractor and/or by itself for Bulk Items. The garbage bin shall be provided by the Contractor free of charge for the use of each Residential Property owner. The recycling bin, shall be provided by the Contractor free of charge for the use of each Residential Property owner. Both the garbage bin and the recycling bin shall remain the property of the Contractor. Repair and maintenance of these containers shall be the responsibility of the Contractor. Replacement and/or additional containers may be obtained by contacting Contractor at insert phone number and address. Yard Waste biodegradable paper bags and/or container not exceeding 30-gallons shall be purchased by Residential Property owners at their sole cost and expense.

During the term of this Agreement, Residential Property owners have the option to increase their service to include weekly curbside Residential Waste with an additional 95-gallon cart and recycling service with an additional 65-gallon cart provided by Contractor. The additional 95-gallon cart shall be provided by the Contractor at a price identified in Exhibit B for the use of each Residential property owner and will remain the property of the Contractor. The additional 65-gallon recycling cart shall be provided by the Contractor at a price identified in Exhibit B for the use of each Residential Property owner and will remain the property of the Contractor.

- ii. Bulk Items. Collection of not less than one bulk item shall be provided each week for each Residential Property owner. Bulk item means items which are too large and bulky to be placed in a cart including, but not limited to, beds, box springs, mattresses, sofas, furniture, furnishings, fixtures, rugs and carpeting rolls not to exceed 4 feet, bicycles, lawn care equipment or other items not

banned from the landfill that one person can safely lift into a refuse truck. Examples of bulk items include, but are not limited to, sofas, recliner chairs, tables, box springs, mattresses, dressers, toilets, and windows. White Goods are included as a bulk item.

- iii. Yard Waste. Weekly Yard Waste collection will begin April 1 through December 15 of each year of the Term (Yard Waste Collection). Residential Property owners shall place Yard Waste in either the commonly used yard waste bags, or in a container, acquired at the expense of the users, not to exceed 30 gallons in size. Weekly collection of yard waste in yard waste bags or 30-gallon containers may be limited to not less than five (5) bags or containers weekly. Branches, brush and, similar yard waste shall be bundled in 4ft or smaller bundles weighing less than 30 pounds. and may be limited to 2 such bundles per week. Notwithstanding the foregoing, during the months of October, November, and December, Contractor agrees to collect up to twenty (20) yard waste bags or containers weekly per residential property without any additional charge. There shall be no additional charge for Yard Waste Collection.
- iv. Construction Materials / Non-Household Trash. The Contractor shall provide refuse collection services of construction materials and non-household trash items at a rate as set forth in Exhibit B.
- b) The Contractor shall perform all disposal services herein required in a neat, orderly, and efficient manner; shall use due care and diligence in the performance of this Agreement, and shall provide neat, orderly, and courteous employees and personnel on its crews.
- c) The Contractor shall maintain a published telephone number for the receipt of service calls on all business days for a minimum of eight (8) hours per day. All complaints shall be given prompt and courteous attention. Copies of any written complaints or a written description of each verbal complaint received by the Contractor shall be forwarded to the City Clerk within fourteen (14) days of receipt of said complaint along with a copy of the response letter prepared by the Contractor. Each such notice to the City shall include the property location which is the subject of the complaint.
- d) The Contractor shall obtain and assume the cost of all licenses and permits required by the City, the State of Illinois and the Federal Government.

7. Scheduled Pick-up Days. Collection and disposal of residential garbage, refuse, recycling. Bulk items and yard waste shall be made insert day of the week of every week between 7:00 a.m. and 6:00 p.m. from the street in front of the Residential Property owners' property, unless said resident has a disability, in which case Contractor shall provide a reasonable accommodation to facilitate collection and disposal. Residents shall be required to set out Materials by 6:45 a.m. on the scheduled day of collection. Pick-ups shall be made within the City, not less than once per week. Yard Waste and Bulk Items shall be picked up as required in paragraphs 6 (a) (ii) and (iii). In the event of a legal holiday, on which the employees of said Contractor do not work, all pick-ups for that week for the day of said holiday or succeeding days of such week, shall be delayed for one day. The recyclable material shall be picked up on the same day as the garbage and refuse.

8. Fees and Costs.

- a) Waste Collection Service Fee. Effective May 1, 2024, each Residential Property owner shall receive Contractor's Waste Collection Services as of the Effective Date of this Agreement and the Contractor shall bill each Residential Property owner directly at the rates outlined in Exhibit B for the collection, transportation, and management of General Refuse, Recycling and Landscape Waste which includes the use of a Contractor supplied 95-gallon trash cart and 65-gallon recycling cart. The residential property owner shall be solely responsible for the payment of all fees and costs. The Contractor will not bill a specific Residential Property owner for any period of time prior to delivery of all trash carts and recycling carts for that residence. Effective June 1, 2025, and each successive June 1 for the term of this Agreement, the base service fee shall increase by 3.5%. The Parties agree that Contractor may pass through, and the customer shall pay to Contractor, any documented increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's services under this Agreement, including newly imposed taxes, governmentally imposed fees or charges assessed against or passed through to Contractor but excluding increases in income or property taxes. Increases provided hereunder shall be reported to the City prior to being billed to customers. Such increases shall only occur with the scheduled increase in rates each June 1.
- b) Pursuant to paragraph 6 (a) (i) as outlined above, the Residential Property owner has the option to include additional Residential Waste in a 95-gallon cart supplied by the Contractor, and additional recycling service in a 65-gallon cart supplied by the Contractor. If the Residential Property Owner exercises that option, the monthly fee will increase for the additional 95-gallon cart at a rate set forth in Exhibit B for each Residential property owner; the monthly fee will increase for the additional 65-gallon cart at a rate set forth in Exhibit B for each Residential Property owner, which shall be paid by the Residential Property owner (Waste Collection Service Fee').
- c) The parties hereto agree that the services paid by Contractor for each Residential Property is provided directly to the Residential Property owner. The Residential Property owner is solely responsible for the cost of services under this Agreement and the City is not responsible in the event of any non-payment. Contractor may withhold service to any Residential Property that refuses to pay for services when due. The parties further agree that any Residential Waste, Recycling or White Goods remain either the property of Contractor or the Residential Property owner and shall never be deemed to be in the possession of or owned by the City.

9. Material Not Specified. The Contractor is not required, under the terms of this Agreement, to pick up or dispose of any article or refuse, or recyclable material not specified in this Agreement without penalty. The Contractor shall, on special order from any individual resident, pick up such additional item or items, or additional amounts of household garbage, or household refuse, as are desired by the individual, and shall charge the resident or user for its services accordingly.

10. Disposal Site Methods. All garbage, rubbish or waste, and refuse collected by the Contractor, shall be disposed of by the Contractor at a site provided by the Contractor outside the City corporate limits. Disposable methods and sites shall be licensed and approved by the IEPA. Documentation of said license and approval by the EPA shall be required upon request from the City.

11. Performance Bond. The Contractor shall furnish to the City a performance bond for the faithful performance of this Agreement. The performance bond shall be executed by a surety company in substantially the same form as Exhibit B in an amount equal to the annual value of services provided and shall indemnify the City against any loss resulting from failure of performance by the Contractor including the payment of wages and cost of supplies, materials, and insurance premiums, not exceeding,

however, the penal sum of the bond. This Agreement shall be subject to termination by the City at any time if the bond is canceled or the surety relieved from liability. Notice of cancellation of the bond must be served upon the City not less than thirty (30) days prior to the effective date of cancellation. This Agreement will not be terminated if within thirty (30) days of such notice the Contractor provides a replacement bond to be effective for the balance of the Agreement.

12. Contractors Relation to City.

- a) Contractor as Independent Contractor. It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor /franchisee as to the work, notwithstanding in certain respects the Contractor is required to follow the directions of the City, and that the Contractor is in no respect an agent, servant, or employee of the City. This Agreement specifies the work to be done by the Contractor, but the method to be employed to accomplish this work is the responsibility of the Contractor, unless otherwise provided in this Agreement.
- a) Security Not Released. It is stipulated and agreed that the liability of the Contractor's surety under any bond for performance under this Agreement shall not be affected by any extension of the Agreement or any amendment to the Agreement, or the subletting of a part or whole of this Agreement.
- b) Subletting Contract. This Agreement, or any portion thereof, shall not be sublet to any third party without prior written consent from the City. No such consent shall be construed as making the City a party to any subletting or subjecting the City to liability of any kind to any subcontractor. No subcontractor or subletting shall under any circumstances relieve the Contractor of its liability and obligations under this Agreement, and despite any such subcontracts, subletting or assignments, the City shall deal through the Contractor.
- c) Damaged Private Container. The Contractor, its agents, and employees shall use their best efforts to not in any way break or damage customer garbage or rubbish containers. When Contractor's employees damage a container, other than normal wear and tear, it shall be reported to the Contractor by the customer, and the Contractor shall decide the claim and make settlement within forty-eight (48) hours. In those cases where the customer appeals the Contractor's decision, the City reserves the right to require Contractor to compensate the private party for damage.
- d) Failure to Collect. Should the Contractor fail to collect and dispose of garbage and refuse set out or placed for collection at the time and in the manner required and the City determines the failure constitutes a breach or default by Contractor, the City may, after twenty-four (24) hours notice, collect or cause its collection. The Contractor shall be liable for the expense incurred. Notwithstanding the foregoing, it is specifically understood and agreed that where the Residential Property owner fails to timely or properly place a container as directed in this Agreement, or is otherwise in violation of the City's ordinances and regulations, the Contractor's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume, or weight of garbage and refuse to be removed, the Contractor may refrain from collecting all or a portion of such garbage and refuse.
- e) Supervision of Contract Performance. If, at any time during the life of this Agreement, performance satisfactory to the City shall not have been made, the

Contractor, upon notification by the City, shall increase its work force, tools, and equipment as needed to properly perform this Agreement to the reasonable satisfaction of the City. Failure of the City to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and in the manner specified in this Agreement.

- f) Emergencies. The Contractor agrees that should any emergencies arise by reason of storms, tornadoes, or the like, which require additional hauling equipment by the City, the Contractor shall be placed at the disposal of the City upon request for such temporary use, providing that during such use, the City shall pay the operating cost of such equipment or labor as it is used together with a reasonable overhead allowance for administration, insurance, repairs, and other overhead items.
- g) Inspection of Work. The Contractor shall furnish the City a reasonable opportunity for ascertaining whether or not the work as performed is in accordance with the requirements of this Agreement. The Contractor shall designate in writing the person to serve as liaison between its organization and the City. The City may inspect the Contractor's operation, and equipment that pertains to the work being performed in the Agreement at any reasonable time and upon prior notice to Contractor. If the City believes that the Contractor is financially unable to fulfill its obligations under this Agreement, and upon prior notice to the Contractor, the City may review the Contractor's financial records, statements and qualified audits as they pertain to the work to be performed for the City pursuant to this Agreement. The Contractor shall admit authorized representatives of the City or their agents to make site inspections at any reasonable time and place. Cost of such inspections, authorized by the City or their agents, if any, shall be incurred by the City.
- h) Taxes. The Contractor shall pay all federal, state, and local taxes, including sales tax, social security, worker's compensation, unemployment insurance and other taxes, which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in the performance of this Agreement.
- i) City Not Liable for Delays. It is expressly agreed that in no event shall the City be liable or responsible to the Contractor or any other person on account of stoppages or delays in the work herein provided for, by injunction or other legal or equitable proceedings brought against the Contractor, or by account of any delay from any cause whatsoever over which the City has no control.

13. Insurance. The Contractor shall carry a policy of insurance issued by a company authorized under the laws of the State of Illinois, to write insurance contracts to protect itself against liability under the Worker's Compensation and Occupational Disease Acts of the State of Illinois, in such amounts as to meet the statutory maximum exposure of the Contractor. The Contractor shall also carry, in its name, a comprehensive general liability insurance policy with combined policy limit of not less than \$3,000,000.00 per person and per occurrence, and a comprehensive automobile liability policy covering its operations, with combined policy limits of not less than \$3,000,000.00 per person and occurrence. The limit requirements herein may be satisfied through a combination of both primary and excess umbrella policies. These policies shall name the City as an additional insured on the policy, and shall protect the Contractor and the City from any liability, loss, damage or claims of such liability, loss or damage resulting, or claimed to have resulted from the operations of the Contractor pursuant to this Agreement. Certificates of insurance shall be furnished to the City by the Contractor upon the execution of this

Agreement and annually thereafter. The Contractor shall indemnify and hold harmless the City against any and all liabilities, claims and costs of any kind and nature for injury to or death of any person or persons and for loss or damage to any property to the extent arising from or caused by Contractor's breach of this Agreement, Contractor's negligence or willful misconduct, or Contractor's violation of any law, regulation or ordinance. Without limiting and notwithstanding the foregoing, if such claims are caused by or result from the concurrent negligence or willful misconduct of, breach this Agreement by, or violation of any applicable laws, rules or regulations, by the City, its agents, employees and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence or wrongful conduct of the Contractor, and provided further that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officials for damages, injuries or losses caused by the City's sole negligence, willful misconduct, breach of this Agreement, or violation of any applicable laws, rules, or regulations.

The parties agree that, by awarding this franchise, the City shall not be a partner or joint venturer with Contractor with respect to Contractor's obligations under this Agreement or any of Contractor's operations. Contractor shall be solely liable for any third-party claim, action, or damage arising under this Agreement or from a breach of its obligations under this Agreement, including, but not limited to, any claim arising under any violation of environmental laws or regulations of the State of Illinois or the United States of America and Contractor agrees to indemnify, defend and hold harmless the City from any such claims, damages or actions, including, but not limited to the City's reasonable attorney's fees. Contractor shall maintain Pollution Incident insurance coverage, with an insurance company reasonably acceptable to the City, in an amount not less than \$5,000,000.00 combined single limit per occurrence for bodily injury, property damage, clean-up costs and legal defense expenses and shall cause the City to be named as an additional insured on such policy.

The Contractor shall indemnify and hold harmless the City against any and all liabilities, claims and costs of any kind and nature for injury to or death of any person or persons and for loss or damage to any property in any way related to Contractor's this Agreement or in connection with the performance under this Agreement.

14. All notifications required by this Agreement shall be in writing and shall be delivered or mailed by the Contractor to the City Clerk of the City of Belvidere, 401 Whitney Blvd., Belvidere, Illinois, 61008 and cityclerk@belvidereil.gov or at such other place as the Contractor is subsequently notified in writing. Notice by the City to the Contractor shall be delivered or mailed to _____, with a copy to _____. All mailed notices shall be sent by first class mail or email.

15. Miscellaneous.

- a) If feasible, the City shall cooperate with Contractor to provide account information and billing addresses for each Residential Property owner to be served by this Agreement. The Contractor shall, within ten (10) days prior to the expiration of this Agreement, provide to the City account information and billing addresses for each Residential Property owner served during the term of this Agreement.
- b) If any word, term, phrase, sentence or paragraph of this Agreement is held invalid, the validity of the remainder shall not be affected.
- c) This Agreement is not assignable by either party without the permission of the other, except that the Contractor may assign this Agreement to a corporate affiliate upon notice to the City. In the event of a sale of Contractor to an unrelated third party, the Contractor may not assign this Agreement without the express written consent of the City, which

shall not be unreasonably withheld. In the event of an assignment, the terms and obligations of this Agreement shall be binding on the assignee and the respective rights, benefits and obligations of the parties shall inure to the benefit of the parties, and their respective heirs, successors and assigns.

- d) The applicable laws of the State of Illinois shall govern the making, execution, interpretation and enforcement of this Agreement without regard for choice of law.
- e) Contractor warrants that it will comply with all applicable Federal, State, and local ordinances, statutes, rules and regulations. Costs or associated expenses for compliance with this paragraph shall be the responsibility of the Contractor.
- f) Time is of the essence to all provisions and terms of this Agreement.
- g) Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damage to publicly owned pavement or driving surfaces (excluding curbs and sidewalks) resulting from the weight of its trucks and equipment.
- h) In the event a Contractor owned container becomes lost, unsightly, broken or unserviceable because of the acts or omissions of a customer (excluding normal wear and tear), the customer will be charged for the resulting repairs or replacement and such amounts will be paid by customer to Contractor upon demand. Damaged wheels on a container shall never be deemed to be caused by a customer and shall be deemed normal wear and tear.

16. Default. If the Contractor fails to cure any Default within thirty (30) days of notice, the City shall have the right to immediately terminate this Agreement and/or institute proceedings to enforce the provisions of this Agreement by all means available in law and equity, including, but not limited to, a temporary restraining order, injunction and damages. If either party shall be in breach of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this agreement; provided, however that no termination of this Agreement or suspension of performance shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within thirty (30) days after such notice is sent. The provisions of Section 17 are independent of this Section and are not subject to the notice and cure periods provided in this Section 16.

17. Liquidated Damages. The parties agree that isolated or occasional Contractor defaults under this Agreement, including but not limited to, intermittent failure to collect a resident's Residential Waste, Yard Waste and White Goods may cause damages that are difficult to quantify or ascertain. However, the parties agree that the following liquidated damages are an appropriate approximation of such damages. Contractor shall pay to the City the following as liquidated damages for each minor intermittent or occasional breach of this Agreement. The applicability of liquidated damages does not preclude the City from availing itself of any other right or remedy, including but not limited to termination of this Agreement. This Liquidated Damages provision is separate from section 16 above.

- a) \$25.00 per day per residence that Contractor fails to collect Residential Waste, Yard Waste, White Goods or Recyclables when scheduled or required under this Agreement if the failure to collect is not the result of a customer's action and the Contractor fails to cure the breach within 24 hours of notice.
- b) \$25.00 per day per residence for a failure to provide containers required by this Agreement within thirty (30) days of the date of this Agreement or within ten (10) days of a request for new service.
- c) \$100.00 per day for failure to clean or remove any debris spilled or dropped upon any right-of-way by Contractor or one of Contractor's vehicles promptly upon notice by the City or any other person or entity. Typically, Contractor will be deemed to have acted promptly if remedial action is taken within 24 hours of notice. Contractor agrees that some lesser time will be required in cases that involve public safety or potential damage to property.

18. Nonexclusive Remedies. All rights, powers or remedies, special, optional or otherwise, given or reserved to the parties by this section shall not be construed to deprive the parties of any rights, power or remedies otherwise given by law or equity.

- a) At the expiration of the Term of this Agreement, the City and Contractor may renegotiate a new agreement for a similar length of term.
- b) This Agreement constitutes the entire Agreement between the parties, replaces any prior verbal or written understanding and may not be modified except by an instrument in writing signed by the parties.
- c) The terms and conditions set forth in Exhibits A and B to this Agreement are hereby adopted and incorporated into this Agreement by reference. In the event that any provision or term of Exhibits A and B shall be found to conflict with any other term of this Agreement, then the term or condition in Addendum A shall supersede any other such conflicting term.

19. Force Majeure.

- a) Whenever a period of time is provided for in this Agreement for either the City or the Contractor to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, unavoidable casualty or damage to personnel, materials or equipment, inability to access equipment or containers, fire, flood, storm, epidemic, pandemic, earthquakes, tornado, or any act of God.

This Agreement is executed for the parties by their respective authorized persons on the date set forth in the caption by:

Exhibit A

1. Notwithstanding anything herein to the contrary: (a) Contractor shall not knowingly collect any material which is or contains, or which Contractor reasonably believes to be or contain radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous toxic or hazardous material as defined by applicable federal, state, or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, contractor shall promptly notify the City and producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.
2. Customers must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by the Contractor. If any Customer fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third-party facilities.
3. Any garbage receptacles furnished hereunder by Contractor shall remain the property of Contractor; however, customers shall have care, custody, and control of the garbage receptacles while at the service locations. Customers shall not overload (by weight or volume), move or alter the garbage receptacles, and shall use the garbage receptacles only for their proper and intended purpose. Customers must provide unobstructed access to the garbage receptacles on the scheduled collection day.

EXHIBIT B

RATES:

ORDINANCE #669H

AN ORDINANCE VACATING AN ABANDONED PORTION OF IRENE ROAD IN THE CITY OF BELVIDERE

WHEREAS, on May 2, 2022, the Corporate Authorities of the City of Belvidere adopted Ordinance 576H annexing certain territory adjacent to Irene Road, South of the Union Pacific Railroad and North of U.S. Route 20 to the City of Belvidere (the Annexation); and

WHEREAS, prior to the Annexation Irene Road was a part of the Township Road system under the maintenance jurisdiction of the Belvidere Township Highway Commissioner; and

WHEREAS, by operation of law, that portion of Irene Road adjacent to the Annexed territory (hereinafter Irene Road) transferred to the City of Belvidere road system ((605 ILCS 5/2-104), (People ex rel. Rockwell v Chicago Telephone Co., 245 Ill. 121) (Op. Att'y Gen. (Ill.) S-994 (1975))); and

WHEREAS, Irene Road was realigned and re-constructed pursuant to a plat of subdivision and planned unit development approved by the City of Belvidere on or about May 2, 2022 as Ordinance 578H; and

WHEREAS, the reconstruction and re-alignment of Irene Road rendered a portion of Irene Road abandoned and of no service to the public interest; and

WHEREAS, the abandoned portion of Irene Road (hereinafter referred to as the Vacated Parcel) is legally described and depicted in the Attached Exhibit A which is incorporated herein by this reference; and

WHEREAS, there are no public water or sewer utility facilities located under, over or upon the Vacated Parcel; and

WHEREAS, because the Vacated Parcel was formally a part of the township highway system, one-half of each side of the Vacated Parcel is a part of the adjoining properties to the east and west and a part of the legal description of each such property; and

WHEREAS, the City of Belvidere 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, after proper notice, a public hearing was held on April 1, 2024 pursuant to Section 11-91-1 of the Illinois Municipal Code; and

WHEREAS, the Corporate Authorities of the City of Belvidere find that it is in the public interest to vacate the Vacated Parcel as it no longer serves any public benefit in that it is abandoned due to the realignment of Irene Road and the City will be relieved of any maintenance obligations; and

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. For purposes of this Ordinance, Division 91, of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-91-1 et seq.) shall not apply to this Ordinance and is expressly abrogated and waived. This ordinance is specifically adopted pursuant to home rule authority.

SECTION 2: The Vacated Parcel is hereby vacated under the City's home rule authority, but in accordance with 65 ILCS 5/11-91-1 et seq. Title to the Vacated Parcel reverts to and is confirmed in the adjoining properties the same as if the Vacated Parcel had been dedicated by common law plat and in accordance with section 11-91-2 of the Illinois Municipal Code (65 ILCS 5/11-91-2), 605 ILCS 5/9-127, and as set forth in this Ordinance. All easement rights of the public to use the Vacated Parcel as right-of-way are similarly vacated and abolished. This ordinance shall not vacate any easement of any other public utility. The Mayor is authorized to execute and the Clerk to Attest any documents necessary or convenient to transfer title to the Vacated Parcel to the adjoining properties, if necessary, and extinguish any public right to use the Vacated Parcel as right-of-way.

SECTION 3: The Parcels acquiring title to the Vacated Parcel are:

PIN 05-32-400-011
PIN 05-32-400-007

SECTION 4: That all maps, journals and other records of the City be changed accordingly.

SECTION 5: 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 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: 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:

Absentees:

APPROVED:

Mayor Clinton Morris

(SEAL)

ATTEST: _____
City Clerk

Passed:

Approved:

Published:

EXHIBIT A

PART OF THE SOUTHEAST QUARTER (1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP FORTY-FOUR (44) NORTH, RANGE THREE (3) EAST OF THE THIRD (3RD) PRINCIPAL MERIDIAN, CONSISTING OF THE RIGHT OF WAY PREVIOUSLY KNOWN AS IRENE RD; FURTHER DESCRIBED AS; COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 220' TO A POINT ON THE NORTHERLY RIGHT OF WAY OF US RT 20, THENCE WEST ALONG SAID RIGHT OF WAY 623 FEET MORE OR LESS TO THE EAST LINE OF THE FORMER ROW OF IRENE RD TO THE POINT OF BEGINNING; THENCE NORTH ALONG SAID EAST LINE 958.5 FEET MORE OR LESS TO THE SOUTH LINE OF THE RELOCATED RIGHT OF WAY LINE OF IRENE RD, THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 450, AND MEASURING 176.5 FEET MORE OR LESS, THENCE SOUTH TO NORTH RIGHT OF WAY US RT 20, THENCE EAST TO THE POINT OF BEGINNING. ALL SITUATED IN BOONE COUNTY, ILLINOIS.

ORDINANCE #670H
AN ORDINANCE AMENDING SECTION 10-67(a)(3), LICENSES
CLASSES AND FEES OF ARTICLE 10
OF THE CITY OF BELVIDERE MUNICIPAL CODE
TO INCREASE THE INITIAL LICENSE FEE FROM
\$10,000.00 TO \$20,000.00

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

SECTION 1: Section 10-67(a)(3) of the Belvidere Municipal Code, Licenses, Classes and Fees, is amended as set forth in the attached Exhibit A which is incorporated herein by this reference.

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.

Voting Aye:

Voting Nay:

APPROVED:

Mayor Clinton Morris

ATTEST: _____
City Clerk Sarah Turnipseed

(SEAL)

Passed:

Sec. 10-67. Licenses; classes and fees.

(a) Liquor licenses of the city shall be divided into the following classes:

- (3) Class M licenses shall authorize the retail sale on the premises specified of alcoholic liquor for consumption on the premises, as well as all other sales, including, but not limited to, package sales and retail sales of such liquor. The class M license shall be the base license for the city. Unless otherwise specified in this chapter, a class M license, combined with the appropriate state issued license (235 ILCS 5/5-1 et seq.), will allow the licensee to engage in the sale or manufacture of alcoholic liquor authorized by the state license. The annual renewal fee for such license shall be \$1,750.00. A ~~\$10,000.00~~ \$20,000.00 initial license fee is payable prior to license issuance. The local liquor commissioner (the mayor) may authorize payment of the initial license in installments so long as the entire initial license fee is paid not later than one year from the actual issuance of the class M license. In such case, the license may be issued upon qualification under this chapter and the payment of the first installment as approved by the local liquor commissioner. In the event that the licensee fails to make any required installment of the initial license fee at the time such installment is required, such failure shall be considered a violation of this chapter subjecting the licensee to fine, suspension or revocation of the class M liquor license. The installment payments only apply to the initial license fee and the licensee still must pay any regularly scheduled renewal or other required fee at the time the renewal or other fee is due regardless of whether the initial license fee is paid in full at that time. The initial license fee is nonrefundable. It shall not be prorated for any license that is applied for after May 1. Where a new class M license is issued on or after November 1 of any year, the renewal fee due for the immediately following fiscal year shall be waived.

ORDINANCE #671H
AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY
(FIRE DEPT. 2003 FORD E350)

WHEREAS, the City of Belvidere Fire Department is in possession of a 2003 Ford E350 vehicle, Vin. 1FDXE45F63HA74691, (the Vehicle) formally used as an equipment transport vehicle; and

WHEREAS, the Vehicle constitutes surplus personal property within the meaning of 65 ILCS 5/11-76-4; and

WHEREAS, the Corporate Authorities of the City find that the previously referenced Vehicle is no longer necessary, useful to, or in the best interest of the City.

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 Mayor, or his designee, is authorized and directed to sell the Vehicle by any reasonable means, including but not limited to an internet auction site, other auction methods, direct sale to an individual or trade in for new equipment.

SECTION 3: 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 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: 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.

Nays:
Absent:

APPROVED:

Mayor Clinton Morris

(SEAL)

ATTEST:

City Clerk Sarah Turnipseed

Passed:
Approved:
Published:

J:\Draft Ordinances\2024 Surplus E350 Fire Dept..doc

RESOLUTION #2024-5

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AND THE CLERK TO ATTEST THE FIRST
AMENDMENT TO THE AGREEMENT WITH
METRO PARAMEDIC SERVICES, INC. FOR EMS
RESPONSE AND TRANSPORT SERVICES

IT IS THEREFORE RESOLVED by the Mayor and City Council for the City of
Belvidere as follows:

1. The First Amendment to Public-Private Partnership Agreement for EMS
Staffing and Ambulance Services, attached hereto and incorporated herein by
this reference, is approved.
2. The Mayor is authorized to execute and the Clerk to attest the attached First
Amendment to Public-Private Partnership Agreement for EMS Staffing and
Ambulance Services

Adopted by the City Council of the City of Belvidere, Illinois, this ____ day of
_____, 2024.

Approved: _____
Mayor

Attest: _____
City Clerk

(SEAL)

Ayes:

Nays:

Absent:

Date Approved:

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

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

WITNESSETH:

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

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

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

1. ARTICLE 5: Consideration.

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

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

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

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

CITY OF BELVIDERE

By: _____
Mayor

Date: _____

Attest:

(title)

METRO PARAMEDIC SERVICES, INC.

By: _____
(title)

Date: _____

Attest:

(title)