



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Alderman Natalie Mulhall	Chairman Building
Alderman Sandra Gramkowski	Vice-Chairman Building
Alderman Wendy Frank	Chairman Finance and Personnel
Alderman Ric Brereton	Vice -Chairman Finance and Personnel
Alderman Mike McGee	Chairman Planning & Zoning
Alderman Clayton Stevens	Vice-Chairman Planning & Zoning
Alderman Matthew Fleury	Chairman Public Safety
Alderman John Albertini	Vice-Chairman Public Safety
Vacant	Chairman Public Works
Alderman Marsha Freeman	Vice-Chairman Public Works

AGENDA

August 26, 2024
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.
2. Public Safety, New Business:
 - (A) Police Department – Update.
 - (B) Police Department – Organized Retail Crime Program Grant.
 - (C) Fire Department – Update.
3. Finance & Personnel, Unfinished Business: None.
4. Finance & Personnel, New Business:
 - (A) Finance Department – Update.
 - (B) Appointment of Jerry Hoiness to fill vacancy in Ward 2.
 - (C) Cottingham & Butler Consulting Agreement for Health Benefits.
5. Adjournment:



BELVIDERE
POLICE

Daniel Smaha
Deputy Chief—Investigations

Shane Woody
Chief of Police

David Bird
Deputy Chief—Patrol

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

Date: 8-26-2024

To: Mayor Morris and City Council

From: Chief Shane Woody

Re: Approval to Accept the Organized Retail Crime Program Grant

On 6-17-2024 the Council approved the Belvidere Police Department to apply for the Organized Retail Crime (ORC) Program Grant offered by the Illinois Attorney General's Office.

On 8-16-2024 the Belvidere Police Department was notified by the Officer of the Attorney General, State of Illinois of an award for the ORC program grant in the amount of \$12,000.

If approved, the Department intends to purchase 4 Automatic License Plate Reader cameras (ALPR) through Flock which will allow officers to obtain investigative information to help solve crimes committed in our community.

Attached, you will find an invoice from Flock for \$12,000 for cameras and set-up. Yearly on-going costs of \$12,000 will be sought through grants, asset forfeiture, or the department budget process.

Motion: Accept grant funds from the Illinois Attorney General's Office – Organized Retail Crime Program in the amount of \$12,000.00 to be used for the purchase and installation of four Flock Safety automatic license plate readers, and to authorize the Mayor and Finance Director to execute any documentation necessary to facilitate the receipt of grant funds.

Flock Safety + IL - Belvidere PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Dan Murdock
dan.murdock@flocksafety.com
3124153858

flock safety

flock safety

EXHIBIT A ORDER FORM

Customer: IL - Belvidere PD
 Legal Entity Name: IL - Belvidere PD
 Accounts Payable Email: smaha@belviderepoliceil.gov
 Address: 615 North Main Street Belvidere, Illinois 61008

Initial Term: 12 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$12,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$0.00	4	\$0.00

Subtotal Year 1:	\$12,000.00
Annual Recurring Subtotal:	\$12,000.00
Discounts:	\$2,600.00
Estimated Tax:	\$0.00
Contract Total:	\$12,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$12,000.00
Annual Recurring after Year 1	\$12,000.00
Contract Total	\$12,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$2,600.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOST™	Flock Safety's situational awareness operating system.	
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: IL - Belvidere PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Memo

To: City Council

From: Clinton Morris

CC: City Clerk

Date: 8/21/2024

Re: Appointment of Jerry Hoiness to fill the vacant seat of Ward 2 Alderperson created by the resignation of Alderperson Dan Snow.

In accordance with Section 3.1-10-50 of the Illinois Municipal Code, I hereby submit my appointment of Jerry Hoiness, as my second appointment, to serve as Alderperson for Ward 2 to fill the vacancy created by the resignation of Alderperson Dan Snow. Attached please find a letter from Mr. Hoiness stating his desire to serve as Ward 2 Alderperson.

Requested Motion: Motion to consent to and approve the appointment of Jerry Hoiness as Alderperson for Ward 2 of the City of Belvidere to fill the vacancy created by the resignation of Dan Snow.

August 5, 2024


Dear Mayor Morris,

I am interested in the vacant seat for Ward 2 Alderman. I believe Ward 2 is not fully represented. I ran for the Alderman seat in 2023 and came up short by a handful of votes, seven to be exact.

I was born and raised in Belvidere, graduating from Belvidere High School in 1986. For 26 years I worked in the local fastener industry. I have dedicated thirty years as a basketball referee to our youth. Additionally, I volunteered for the Belvidere YMCA for 10 years.

It is my desire to help improve the community for the citizens of Belvidere. I believe law and order are essential for our community. Raising taxes should be a last resort. I will do my homework, listen and use common sense representing the best interest of Ward 2 and the residents of Belvidere. I have a genuine caring for Belvidere and I thank both you and the council for considering me for the vacant Ward 2 Alderman seat.

Respectfully,

 815-289-3022

Jerry Hoiness

Memo

To: City Council
From: Mayor Clint Morris
cc: City Clerk
Date: August 21, 2024
Re: Health Insurance Agent

As you know the City has utilized the services of Tim Knauf as its insurance agent and consultant for over twenty (20) years. Over the last several years Tim has been affiliated with Gallagher Insurance, Risk Management & Consulting. Recently Tim left Gallagher to pursue other opportunities.

Given the fact that the City has worked with Tim and Gallagher for many years without looking at alternatives, staff elected to pursue other potential insurance consultants. It is our belief that a new consulting/agent relationship could bring a fresh set of eyes to examine the City's health insurance needs and opportunities as well as perhaps examine City policies that may impact its cost of insurance.

Cottingham & Butler is a national firm that provides similar services as Gallagher. They have the capacity to not only assist in locating the most advantageous health insurance rates for the City, but can provide consulting services for policy initiatives to help manage the cost of that insurance. Like Gallagher, Cottingham & Butler's fee is paid by the insurance company the City ultimately picks for a given year. As such, there is no direct cost to the City. If the City elects to request additional services, those services would be defined by a separate written work order specifically setting forth any additional fees.

Attached is the proposed agreement with Cottingham & Butler.

RECOMMENDED MOTION: Motion to authorize the Mayor to execute the Cottingham & Butler Consulting Agreement.



Cottingham & Butler

Cottingham & Butler Consulting Agreement

This Agreement made as of the 1st day of September, 2024 (“Effective Date”) between City of Belvidere, an Illinois unit of local government, with an address of 401 Whitney Blvd., Belvidere, IL 61008 (“Client”) and COTTINGHAM & BUTLER INSURANCE SERVICES, LLC, an Iowa limited liability company with an address of 800 Main Street, Dubuque, IA 52001 (“Cottingham & Butler”) (each individually a “party” and collectively “parties”)

At Client’s request, Cottingham & Butler has agreed to provide certain consulting and advisory services with respect to Client’s benefit program(s) on the terms and conditions set forth in this Agreement.

THEREFORE, Client and Cottingham & Butler agree as follows:

1. **Term of Agreement.** This Agreement shall commence on the Effective Date and shall remain in full force and effect for a term of one year. This Agreement shall automatically renew on the first anniversary of the Effective Date and annually thereafter for additional one-year renewal terms, unless terminated as provided below. Either party may terminate this Agreement at will with thirty (30) day’s notice to the other party .
2. **Cottingham & Butler Duties.** Cottingham & Butler will consult with and advise Client regarding the following matters (“Services”):
 - a. Health plan analysis and benchmarking.
 - b. Expected health plan costs and employee contribution analysis and recommendations.
 - c. Health plan marketing.
 - d. Employee communication and education tools and materials regarding benefits serviced under this agreement.
 - e. Developing executive summaries to provide information for long-term guidance.
 - f. Review of health plan costs relative to the benchmarks.
 - g. Analysis and market search for renewal considerations.
 - h. Renewal proposals.
 - i. Legislative updates.
 - j. Provide access to C&B sponsored webinars.



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- k. Provide quarterly Benefits newsletter via email.
 - l. Review carrier and program options for other employee benefits offered such as life, disability, voluntary programs, worksite programs, dental, vision, flexible spending, etc.
3. **Changes.** Client may, with the prior written approval of Cottingham & Butler, which shall be given or withheld in its sole and absolute discretion, issue written directions for additional, ancillary, or modified Services within the general scope of Services. Any fees related to such additional, ancillary, or modified Services shall be set forth in writing.
4. **Disclosure.** C&B may enter into agreements with some insurance carriers through which it is compensated for services provided on behalf of the carriers. This compensation is based on several factors such as overall volume, growth, and in some cases profitability of the aggregate premium placed with such carriers. C&B subsidiaries may also receive compensation for services such as utilization review, case management and claims handling performed directly for the insurance carriers.

C&B's objective in recommending insurance carriers and coverages is to provide you, our client, with options for your consideration and selection. We will provide you with additional information, upon request, regarding payment C&B receives, in addition to the fee payment referred to herein, that relates to your account.

5. **Client Duties.** Client agrees to appoint Cottingham & Butler as Client's continuing Broker of Record for all contemplated health insurance matters. Client agrees to cooperate fully with Cottingham & Butler on all matters pertaining to insurance including providing Cottingham & Butler with accurate data concerning its current health insurance programs, past insurance history and all other information requested by Cottingham & Butler.

Moreover, Client agrees to:

- a. Provide the information requested by Cottingham & Butler in as timely a manner as necessary for the performance of the Services listed in Paragraph 2 above.
 - b. Appoint Cottingham & Butler as Broker of Record on all lines of its insurance related to Employee Benefits, including, but not limited to: Medical, Dental, Vision, Life, Disability, Voluntary Programs, Worksite Programs, Flexible Spending, etc.
6. **Service Fee.** Cottingham and Butler will receive payment for services rendered in accordance with this agreement pursuant to carrier and third party agreements signed by the client.
7. **Confidentiality.** The recipient of any Confidential Information will not disclose that Confidential Information, except to affiliates, employees, and/or agents who need to know it and who have agreed in writing to keep it confidential. The recipient will ensure that those people and entities use Confidential Information only to exercise rights and fulfill



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obligations under this Agreement and that they will keep the Confidential Information confidential. The recipient may also disclose Confidential Information when required by law after giving the disclosing party reasonable notice and the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure. Confidential Information shall not include information that: (1) the receiving party knew before it was disclosed by the disclosing party; (2) becomes public knowledge through no fault of the receiving party; (3) the receiving party obtains from sources other than disclosing party who owe no duty or confidentiality to the disclosing party; or (4) the receiving party independently develops. Separate HIPAA agreements may be required. The term "Confidential Information" means all business or technical information of the disclosing party, whether it is received, accessed or viewed by the receiving party in writing, visually, electronically or orally. Confidential Information shall include, without limitation, technical information, marketing and business plans, databases, specifications, formulations, tooling, prototypes, sketches, models, drawings, specifications, procurement requirements, samples, computer software (source and object codes), forecasts, identity of or details about actual or potential customers or projects, techniques, inventions, discoveries, know-how and trade secrets. "Confidential Information" also includes all such business or technical information of any third party that is in the possession of the disclosing party. The Parties agree that the City is required to comply with the Sunshine laws of the State of Illinois, including but not limited to the Freedom of Information Act. The City's compliance with any Freedom of Information Act request shall not be deemed a breach of this Agreement.

8. **Insurance Requirement.** THIS COMPENSATION AGREEMENT IS NOT AND SHALL NOT BE INTERPRETED OR CONSTRUED (a) AS A SUBSTITUTE FOR ANY HEALTH BENEFITS OR (b) AS AN AGREEMENT TO PROVIDE SUCH HEALTH INSURANCE OR BENEFITS.
9. **Relationship of the Parties.** Cottingham & Butler shall perform all Services as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of employer and employee between the parties herein or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.
10. **Intellectual Property.** Cottingham & Butler shall retain all copyright, patent, trade secret and other intellectual property rights Cottingham & Butler may have in anything created or developed by Cottingham & Butler for Client under this Agreement ("Work Product"). Cottingham & Butler shall grant Client a nonexclusive worldwide license to use the Work Product during the term or any renewals of this Agreement.
11. **Integration.** This Agreement sets forth all the terms, conditions, and agreement of the parties, and supersedes former agreements relating to the same subject matter. There are no other terms, conditions, or agreement except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.



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- 12. **Waiver.** Failure by either party at any time to enforce any obligation of the other party, to claim a breach of any term of this Agreement, or to exercise any power agreed hereunder will not be construed as a waiver of any right, power or obligation under this Agreement

- 13. **Jurisdiction/Venue.** 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. The Parties agree that any action brought to enforce this Agreement shall be brought in the 17th Judicial Circuit, Boone County Illinois and the parties hereby agree to jurisdiction and venue in that Court.

- 14. **Severability.** If any provision of this Agreement is found to be invalid, illegal, null, or void by a court of competent jurisdiction, the Agreement shall be interpreted as if such provision(s) were deleted and the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

City of Belvidere

Cottingham & Butler Insurance Services, LLC.

By: _____
Company Officer

By: _____
Nicole Pfeiffer

Title: _____

Title: Senior Vice President _____