

# City Council COMMITTEE OF THE WHOLE

City of Belvidere, Illinois

Alderman Natalie Mulhall
Alderman Sandra Gramkowski
Alderman Wendy Frank
Alderman Ric Brereton
Alderman Mike McGee
Alderman Clayton Stevens
Alderman Matthew Fleury
Alderman John Albertini
Alderman Rory Peterson
Alderman Marsha Freeman

Chairman Building
Vice-Chairman Building
Chairman Finance and Personnel
Vice -Chairman Finance and Personnel
Chairman Planning & Zoning
Vice-Chairman Planning & Zoning
Chairman Public Safety
Vice-Chairman Public Safety

Vice-Chairman Public Safety
Chairman Public Works
Vice-Chairman Public Works

## **AGENDA**

March 24, 2025 6:00 p.m. City Council Chambers 401 Whitney Blvd., Belvidere, Illinois

Call to	Order:
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Roll Call:

**Public Comment:** 

Public Forum:

(A) AAIM Award Presentation.

# Reports of Officers, Boards, and Special Committees:

- 1. Public Safety, Unfinished Business: None.
- 2. Public Safety, New Business:
  - (A) Police Department Update.
  - (B) Firearm Equipment Sale/Purchase.
  - (C) Fire Department Update.
  - (D) Second Amendment to EMS Staffing and Ambulance Vehicles Agreement.
  - (E) Corpus Christi Procession Parade Request.
  - (F) Block Party Request Cloverdale Way.
- 3. Finance & Personnel, Unfinished Business: None.
- 4. Finance & Personnel, New Business:
  - (A) Finance Department Update.
- 5. Other, Unfinished Business: None.
- 6. Other, New Business:
  - (A) Ordinance for Well #11 IEPA Loan Phase 2.
  - (B) Resolution for Well #11 IEPA Loan Phase 2.
- 7. Adjournment:



# 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

TO: Mayor Morris and City Council

FROM: Chief Shane Woody DATE: March 24, 2025

RE: Firearm Equipment Sale/Purchase

Over the last several years there has been a transition within the law enforcement profession from the .45 caliber handgun round to a more common and less expensive 9mm handgun round. I asked my Masters Firearms Instructors to field test the 9mm round against our current .45 caliber round and determine if transitioning to the 9mm round would be a benefit to the department. I asked them to make any recommendations in writing.

Sgt. Derry's recommendations would be to transition from our current Glock .45 caliber handguns to Glock 9mm handguns for reasons outlined in the attached documentation.

Kiesler Police Supply has agreed to purchase Belvidere Police Department Glock .45 caliber handguns, flashlights, and holsters for \$2,584.00 as outlined in the attached quote:

The Belvidere Police Department would then agree to purchase from Kiesler's new Glock 9mm handguns, Holosun red dot sights, weapon mounted flashlights, and holsters for a total of \$6,310.16 as outlined in the attached quote.

Based on the ammunition cost savings (approximately \$4,241.50 per year), improved accuracy, higher magazine capacity, weight differential (9mm being 1.75 times lighter), more compatible sizing, and quicker target acquisition I would recommend selling our current equipment bundle above and purchasing the equipment in the quote provided by Kielser Police Supply.

I would request a waiver of the two-week lay over requirement to allow the expenditure to come from the Police Departments FY25 budget.

Motion 1: to authorize the trade in 8 Glock .45 caliber handguns, flashlights, and holsters to Kielser Police Supply for \$2,688.00 and purchase 8 - Glock 9mm handguns, Holosun red dot sights, flashlights, and holsters from Kielser Police Supply for \$6,310.16 to be paid for from the Belvidere Police Department equipment line item.

Motion #2: to authorize a waiver of the two-week layover requirement as provided by section 2-87(g) of the City's code.

# **Belvidere Police Department Interdepartmental Memorandum**

Date:

12/9/24

To:

D.C Bird

From:

Sgt. Derry

Ref:

Proposal for the Purchase of 9mm pistols with Red Dot Sights

This proposal is to recommend the Belvidere Police Department purchase of 9mm Glock pistols, red dot sights (RDS), and associated equipment for those pistols. I recommend the Belvidere Police Department purchase these pistols, RDS, and associated equipment for those pistols to be issued to the current BPD SWAT team operators for the upcoming budget year. After these eight 9mm Glock pistols, red dot sights (RDS), and associated equipment for those pistols are purchased, the Belvidere Police Department could then budget to switch out the pistols for the rest of the BPD. The benefits of these purchases include improved officer decision making, improved accuracy and hit ratios for officers, as well as department cost savings.

This first part of this proposal is to switch from .45 caliber Glock pistols to 9mm Glock pistols. There are several advantages to making this change. I mention the cost-effectiveness first due to the savings for the department. By my calculations, which are attached to this memo, switching to 9mm would save the department \$3,581.50 in one year for the cost of ammunition. Here are several reasons to consider making the change to 9mm:

- 1. **Higher Magazine Capacity**: 9mm Glock pistols have larger magazine capacities compared to .45 caliber Glock pistols, allowing for more rounds before needing to reload.
- 2. **Less Recoil**: The 9mm has less recoil than the .45, making it easier to control and shoot accurately, especially for follow-up shots.
- 3. **Improved Accuracy**: Due to lower recoil, many shooters find they can shoot 9mm pistols more accurately, particularly in rapid-fire situations.
- 4. **Effective Stopping Power**: Modern 9mm ammunition, particularly hollow points, has become increasingly effective and can deliver comparable stopping power to .45 in many scenarios.

- 5. **Training and Practice**: With lower ammunition costs and less recoil, shooters may be more inclined to train regularly, enhancing their proficiency.
- 6. **Availability of Ammunition**: 9mm ammunition is widely available, making it easier to find and purchase, especially during shortages.

In my opinion, the Glock 45 (GLOCK 45) is the better option for the Belvidere Police Department over the (other 9mm options) Glock 47 (G47), Glock 17 (G17), and Glock 19 (G19) for several reasons:

- 1. **Compact Size**: The Glock 45 has a compact design that combines a full-size frame with a compact slide, making it easier to handle for our officers compared to the G17, while still offering a full grip.
- 2. **Shorter Slide**: The compact size allows for quicker clearance from the holster, as the shooter doesn't have to contend with as much length when pulling the pistol, and it is easier to maintain control during the draw, leading to a more efficient and precise shooting process.
- 3. **Increased Magazine Capacity**: The Glock 45 typically has a higher magazine capacity than the G19, utilizing G17 magazines (17 rounds).
- 4. **Gen 5 Features**: The Glock 45 is part of the Gen 5 lineup, meaning it incorporates modern advancements such as improved barrel design, ambidextrous slide stop levers, and a flared magwell for quicker reloads.
- 5. **Better Grip Texture**: The GLOCK 45 has an enhanced grip texture that provides better traction, improving control, especially in adverse conditions.
- 6. **Compatibility with Accessories**: The Glock 45 features a front rail for the attachment of accessories like lights and lasers, making it versatile for tactical applications.
- 7. **Balanced Performance**: Many officers find that the balance of size and weight in the Glock 45 makes it easier to shoot accurately compared to the larger G17 or smaller G19, which can enhance overall handling.
- 8. **Handling Recoil**: The full-size grip and the compact slide design of the Glock 45 can help reduce perceived recoil, potentially improving follow-up shot accuracy.
- 9. The Boone County Sheriff's Department has decided to make the change to the Glock 45 from the Glock 21. They will be replacing their entire department's pistols with Glock 45s in March of 2025. Given the fact that half of our Belvidere Police Department SWAT team is made up of Boone County Sheriff's Department deputies, it would be beneficial to have everyone using the same pistol. They are also purchasing the TLR-7 pistol lights for their all of their deputies as well. They have been using these lights for over a year (for investigations, admin, etc.) and have had no issues and have received positive feedback from the deputies that have been using them. Uniformity in this equipment simplifies training and ensures that all SWAT team members are familiar with the same operating procedures, handling, and maintenance. With everyone using the same pistol and light, training can be tailored to that specific equipment's strengths and weaknesses, improving overall team proficiency.

The second part of this proposal is to recommend the purchase red dot sights (RDS) for the Glock 45 pistols. Just as we changed from iron sights to red dots on BPD SWAT rifles many years ago, the transition to RDS on pistols has been done for years in law enforcement departments across the country. Several major agencies approve RDS on pistols including the US Marshals service, FBI, and Las Vegas Metro PD. Local agencies permitting RDS are Bloomington PD, ISP SWAT, Naperville PD, Janesville PD, Downers Grove PD, Winnebago County SD, and many others. Rockford PD and Cherry Valley PD are currently in the testing and evaluation process for them. The national trend seems to show that they could be standard issue in the next few years.

Making this change helps in several areas. The biggest benefit to RDS on pistols is the ability for the officer to stay threat focused. Traditional iron sights force the shooter to concentrate between three focal planes: the target, the front sight, and the rear sight. With an RDS, the shooter only has one focal plane, the target. Staying threat focused allows the officer to process more information as the scene unfolds, which can lead to better decision making. Being threat focused is also a natural process to the body. RDS also tend to help shooters whose vision is less sharp or deteriorating due to age. "For the law enforcement officer, the use of an MRDS on their duty handgun would allow them to maintain a constant focal history on the threat for the entire period of an engagement. Not only does this allow an officer to remove the need to refocus for sight alignment or sight picture, it allows the officer to have a clear picture of the threat up to and including the moment where force is used." – Sage Dynamics study

A recent study by Norwich University has found that untrained shooters had more accurate hits with RDS pistols vs. traditional iron sights. Aaron Cowan (Sage Dynamics) published his white paper findings after studying RDS use on pistols over a span of several years. His paper also found more accurate and better shot placement between RDS and iron sights. This study is attached to this proposal.

The Holosun 509T RDS stands out among red dot sights for several reasons, especially if you're comparing it to other optics in its class. Here are some key advantages:

- 1. **Multi-Reticle System (MRS):** The 509T lets users switch between a 2 MOA dot, a 32 MOA circle, or a combination of both. This flexibility is rare in red dot optics and suits different shooting preferences and scenarios. This will allow our officers to choose what works best for them.
- 2. Advanced Brightness Settings: The sight offers 12 brightness settings (10 daylight and two-night vision-compatible), allowing adaptability to any lighting condition. This will allow our officers to choose what works best for them.
- 3. **Durable Enclosed Design:** The 509T has an enclosed emitter, unlike open-emitter sights. This protects the emitter from dirt, water, and debris, ensuring reliability in all environments.
- 4. **Titanium Housing:** Made from titanium, the 509T is significantly tougher and lighter than aluminum-bodied red dots, offering superior durability while maintaining portability.

- 5. Solar Power and Battery Life: With Holosun's Solar Failsafe technology, the sight can run on solar energy when the battery is low. Coupled with the Shake Awake feature, the battery life is extended up to 50,000 hours on a single CR1632 battery.
- 6. **Parallax-Free and Crisp Reticle:** It provides a crisp, clear reticle with minimal parallax. This ensures accurate shots and easy target acquisition, even for users with astigmatism.
- 7. **Waterproof and Fog proof:** With an IP67 rating, the 509T is resistant to water immersion and dust, making it reliable in extreme conditions.
- 8. **Value for Price:** While not the cheapest optic, the 509T provides premium features typically found in higher-end optics, delivering excellent value for its price.
- 9. **Holosun's Reputation:** Holosun has established itself as a leader in innovative and robust optics, often providing features that surpass more expensive competitors like Trijicon and Aimpoint.

Conclusion: All of these proposed changes keep the Belvidere Police Department in line with progressive departments across the country. Having a pistol that the officer feels more confident with and shoots better is obviously a win for the department and the officer. Providing RDS helps our officers make better decisions and take in more information during a high stress situation, which could help limit department liability.

My recommendation is that the Belvidere Police Department budget for the purchase of eight Glock 45 pistols with Holosun 509T RDS, eight Streamlight TLR-7 Compact Tactical Weapon Lights, and eight Safariland level III retention holsters with quick locking system kits. These items would be issued to Belvidere Police Department SWAT team members: Derry, King, Lane, Zapf, Worley, Garcia, Gibson, and the remaining open spot that has yet to be filled on the BPD SWAT team.

I have spoken with our Kiesler Police Supply representative, Kevin Burke who informed me that they would give us a trade-in value of \$270.00 on our old Glock 21 .45 caliber pistols, \$25.00 on our TLR-1 flashlights, and \$5.00 per Safariland holster. With each Belvidere Police Department SWAT operator turning in their tactical holster and duty holster along with their pistol, and TLR-1 flashlight, that would give each operator a credit of \$305.00 towards the purchase of the new equipment. The department would then need to purchase a holster for each operator and a quick locking system kit that would allow them to transfer the holster from their duty equipment to their tactical SWAT equipment. This holster system would cost the department \$163.22 per operator.

Kevin Burke also informed me that the price of a Glock 45 with Tritium sights and a mounted Holosun 509T RDS would cost department \$836.08 per operator. This would make the total cost for the pistol and holster system \$1,124.30 per operator. Subtracting the trade-in value for old pistols and holsters per operator \$305.00 would give us a total cost of \$819.30 per operator. With the total cost of new equipment for eight Belvidere Police Department SWAT operators being \$6,554.40.

As mentioned earlier in this proposal, if approved, switching to 9mm would save the department \$3,581.50 in one year for the cost of ammunition. This savings would

cover the cost of just over five operator equipment upgrades in just one year. To put that into perspective, the change to 9mm ammunition alone, will pay for all of this requested equipment in about  $8 \frac{1}{2}$  years.

This proposal is intended to budget for these purchases within the next year. If approved, the department still has the time and availability for testing and evaluation of multiple 9mm Glock pistols and RDS. I respectfully request that these items be budgeted for the next fiscal year and approval for testing and evaluation by the Belvidere Police Department administration prior to making the purchases.

I have attached information sheets and price quotes regarding this department purchase. Your time and consideration in this matter is greatly appreciated.

Respectfully,

Sgt. Paul Derry



**KEVIN BURK** 



# **Sales Quote**

**KIESLER POLICE SUPPLY** 2802 SABLE MILL RD JEFFERSONVILLE, IN 47130

**Bill-to Customer** 

BELVIDERE POLICE DEPT. **615 NORTH MAIN STREET** BELVIDERE, IL 61008

**Ship-to Address** 

BELVIDERE POLICE DEPT. Paul Derry 815.547.6433 615 NORTH MAIN STREET BELVIDERE, IL 61008

Your Reference

Bill-to Customer No. Tax Registration No.

L01528

Q161393

Salesperson

Email

Home Page Phone No.

No.

Document Date Due Date

March 14, 2025 April 13, 2025

Payment Terms

Payment Method

Tax Identification Type Shipment Method

Legal Entity Standard

Paul Derry 815.547.6433 derry@belviderepoliceil.gov

No.	Description	Unit Quantity Mea		Line Amount Excl. Tax
KIESLER NOTE	TRADE IN ALLOWANCE: (8) GLOCK 21 GEN 4 W/ GNS -\$275 EACH (8) TLR-1 LIGHTS - \$35 EACH (8) SAFARILAND LEVEL III 7360 HOLSTERS - \$6.50 EACH (8) SAFARILAND LEVEL III 7360 HOLSTERS (BASKETWEAVE) - \$6.50 E	1 EACH	-2,584.00	-2,584.00
GLOCPA455SB02MO S8A3	GLOCK 45MOS8 GEN5 9MM PISTOL BLACK, FRONT  SERRATIONS, AMERIGLO NON-TRITIUM  FRONT/REAR STANDARD HEIGHT SIGHTS,  W/ AIMPOINT COA OPTIC, 5.5LB  TOAKE	8 EACH	722.00	5,776.00
PART NUMBER	XC3 COMPACT WEAPON LIGHT, 3V UNIVERSAL/PICATINNY SCREW RAIL MOUNT, BLACK COOAE	8 EACH	216.55	1,732.40
SAFAQUICK2-KIT1-2	SAFARILAND QLS2 19 QLS22 & HARDWARE COKE	8 EACH	21.65	173.20
SAFA7360RDS- 28327411	SAFARILAND MODEL 7360RDS 7TS ALS/SLS LVL III  HOLSTER FOR GLOCK 19/45 W/ RMR & TLR-7A, SAFARISEVEN PLAIN, BLACK, RIGHT HAND CLCLO	8 EACH	141.57	1,132.56
SHIPPING	SHIPPING CHARGE	1 EACH	80.00	80.00
FORMAT KEVIN BURK	QUOTED BY KEVIN BURK KIESLER POLICE SUPPLY	1 EACH	0.00	0.00



				Unit of	Unit Price	Page 2 / 2 Line Amount
No.	Description		Quantity	Measure	Excl. Tax	Excl. Tax
	2802 SABLE MILL ROAD					
	JEFFERSONVILLE, IN 47130					
	THIS QUOTE IS VALID FOR 30 DAYS					
	KBURK@KIESLER.COM					
KIESLER SIGNATURE	SIGN/DATE TO APPROVE PURCHASE		1	EACH	0.00	0.00
	X					
	SIGNATURE REQUIRED					
	X					
	DATE					
	X					
	PHONE# FOR FED X QUESTIONS					
Amount Subject	to Sales Tax	0.00		Subtotal		6,310.16
Amount Exempt from Sales Tax		0.00		Total Tax		0.00
				Total \$ Incl.	Tax	0.00
				Tax Amoun	t	0.00

#### KIESLER POLICE SUPPLY FFL# 4-35-019-11-7M-08220

DEFECTIVE MERCHANDISE POLICY RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the packages returned without properly displaying a return authorization number will be refused. Returns subject to up to manufacturer for repair or replacement. 25% restocking fee

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.



**MEMORANDUM** 

To: Mayor and City Council From: Chief Shawn Schadle

Date: 03/24/2025

Subject: Second Amendment to EMS Staffing and Ambulance Vehicles Agreement

Dear Mayor and Council,

Same as last year, each year the agreement with Metro Paramedic Services is amended to include up to a 3%\* rate increase. Below is a summary of the Second Amendment:

The proposed Second Amendment to the EMS Staffing and Ambulance Vehicles Agreement with Metro Paramedic Services, Inc. establishes the financial terms for Year Three (May 1, 2025 – April 30, 2026) of the contract. Key changes include:

- 1. Updated Compensation:
  - The City will pay Metro a total of \$1,760,810.74 for services in Year Three, distributed in 12 equal monthly payments of \$146,734.23.
  - Payments will follow the Illinois Prompt Payment Act.
- 2. Overtime Rate Adjustment:
  - The overtime rate for Paramedic/EMT services increases from \$47.37 per hour to \$48.79 per hour.
  - This rate applies only to hours worked beyond those outlined in the agreement, except when a paramedic is held over due to completing an EMS call.
- 3. Continuity of Contract Terms:
  - o All other provisions of the original contract and the First Amendment remain in effect.
  - o In case of any conflict, the Second Amendment will take precedence.

#### **Recommended Motion**

Motion to authorize the Mayor to execute the Second Amendment to the EMS Staffing and Ambulance Vehicles Agreement with Metro Paramedic Services, Inc.

Respectfully,

Shawn Schadle

Chief Belvidere Fire Department

# SECOND AMENDMENT

to

# EMS STAFFING AND AMBULANCE VEHICLES AGREEMENT FOR THE CITY OF BELVIDERE

This Second Amendment to the EMS Staffing and Ambulance Vehicles Agreement, 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, 2025.

### WITNESSETH:

WHEREAS METRO and the CLIENT are parties to a certain EMS Staffing and Ambulance Vehicles 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 Three (3) of the Contract beginning May 1, 2025, and ending April 30, 2026; 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 Client pursuant to the provisions of this Agreement, Client will pay METRO the total sum of \$1,760,810.74 in Year Three (3). This sum shall be paid in twelve equal monthly payments of \$146,734.23 as invoiced by METRO on a monthly basis. All payments shall be made by Client in accordance with the Illinois Prompt Payment Act.

Article 5 shall be amended by removing paragraph 4 ("In the event that CITY Requests METRO's assigned Paramedic/Emergency Medical Technician to work hours in excess of those specified in this Agreement, CITY shall pay METRO \$47.37 per hour...") and inserting the following paragraph:

In the event that Client requests METRO's assigned Paramedic/ Emergency Medical Technician-Paramedic to work hours in excess of those specified in this Agreement, Client shall pay METRO \$48.79 per hour, for hours worked in excess of those specified in this Agreement. This provision shall not apply to cases where a paramedic is held over due to completing an EMS call for service.

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

IN WITNESS WHEREOF: The Parties have	executed t	his Second Amendment
to be effective on the date first stated above this	of	, 2025.

REMAINDER OF THE PAGE LEFT BLANK.

IN WITNESS WHEREOF to be_effective on the date first sta	: The Parties have executed tated above this of			
CITY OF BELVIDERE				
By: Mayor				
Date:				
Attest:				
	(title)	_		
METRO PARAMEDIC SERVICES, INC.				
Ву:	(President, CEO)	7		
Date:				
Attest:				
-	(title)	<del></del> 2		



# **Application for Belvidere Parade Permit**

# **City of Belvidere**

401 Whitney Blvd., Belvidere, IL 61008 (815)544-2612

To the City Council of the City of Belvidere, Illinois: The organizer(s) named in this application hereby apply to the Belvidere City Council for a permit to hold a parade or procession as specified below. I/we represent that the information stated in this application is true to the best of my/our knowledge, information and belief.

Name of Event:

Corpus Christi Procession

Name of event organizer:

Christopher Aune

**Address** 

**Phone Number** 

Email

c.aune@stjamesbelvidere.org

If the event is proposed to be conducted for, on behalf of, or by an organization, the name, address, telephone number of the local headquarters of the organization:

St. James Catholic Church 402 Church St. Belvidere, IL 61008 815-547-6397

The date when the event is to be

Sunday, June 22, 2025

conducted:

The hours when event will start and

1 pm - 2 pm

terminate:

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

The procession we begin at the doors of the church on 402 Church St.

Proceed west on Church street

Turn north onto Main St.

Turn East onto Julien St.

Brief stop at 528 S. Main (on the Julien side)

Proceed east on Julien St.

Brief stop at 415 Julien St.

Proceed east on Julien St.

Turn south onto Warren

Turn west onto Church St.

Brief stop at 510 Church St.

Proceed west on Church St. and end at church doors, 402 Church St.

# Total number of participants expected:

650

Total number and type of anticipated 0 floats:

Total number and type of anticipated 0 vehicles:

Total number and type of anticipated 0 bands:

Total number and type of anticipated animals:

Number of spectators anticipated along route:

None expected

0

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

Assemble at Church door 1 PM

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

We would like a police escort to block traffic from the front and rear of the procession. Thank you!

The organizer(s) understands that they are responsible for the proper conduct of the parade or procession and agree to cooperate with all law enforcement personnel in conducting a safe, orderly and lawful parade or procession. They further understand that they and all participants and spectators will be subject to all applicable statutes, ordinances and official parade regulations.

Christopher J. Owne

Any person signing on behalf of an organization represents that he/she is authorized to sign this application on behalf of the organization.

Signature

2



# City of Belvidere • Illinois

City Hall: 401 Whitney Blvd.
Belvidere, Illinois 61008-3710
(815) 544-2612 • Fax (815) 544-3060
cityclerk@ci.belvidere.il.us

# BLOCK PARTY REQUEST FORM Street Closure Required

Name: Applicant's Address: (for barricades drop-off and pickup)	Tammy Hall 1730 Cloverdale Way
Phone Number:	
Email: Date of Block Party/Street Closure:	Sunday May 25,2025
Time of Block Party: Estimated number of Individuals participating:	2pm ' 30-50
Description of Planned Activities:	com hose, volleyball, music, waterballo
Street to be blocked:	Cloverdale Way
From (Street):	thuntington '
To (Street):	Fair field
I confirm that all residents of the there are no objections:	ne affected area have been notified of the closure and
m 1 1 1 1 1	and among to the following: If this

The undersigned hereby acknowledges, understands and agrees to the following: If this request is authorized by the Belvidere City Council it is the responsibility of participants to place from and return street barricades to the terrace.

Furthermore, section 10-40 of the Belvidere Code of Ordinances prohibits use of alcoholic liquor on any public street or sidewalk. This ordinance states "it shall be unlawful to any person to consume alcoholic liquor or to have any alcoholic liquor in his possession...on any public street, sidewalk, etc." This ordinance applies to block parties.

Signature of Resident

Date

#### ORDINANCE NUMBER #

# AN ORDINANCE AUTHORIZING THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS TO BORROW FUNDS FROM THE ILLINOIS PUBLIC WATER SUPPLY LOAN PROGRAM

WHEREAS, the City of Belvidere, Boone County, Illinois, operates its sewerage system ("the System") and in accordance with the provisions of Section 6 of Article VII of the 1970 Constitution of the State of Illinois and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively "the Act"); and

WHEREAS, the City adopts this ordinance and approves the loan contemplated herein pursuant to its home rule authority as opposed to any authority granted pursuant to the Illinois Municipal Code, including but not limited to division 139 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-139 et seq.).

WHEREAS, the Mayor and City Council of the City of Belvidere ("the Corporate Authorities") have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

Construction of Well 11 Facilities.

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation ("the Project"), all in accordance with the plans and specifications prepared by the consulting engineers of the City of Belvidere, which Project has a useful life of greater than twenty years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$11,000,000.00, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in thirty years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City of
Belvidere from the Public Water Supply Loan Program through the Illinois
Environmental Protection Agency, the loan to be repaid solely from revenues of the
System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City of Belvidere is authorized to borrow funds, pursuant to its home rule authority and without regard to the Illinois Municipal Code, from the Public Water Supply Loan Program in the aggregate principal amount of \$11,000,000.00 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City of Belvidere shall be made pursuant to a Loan Agreement in substantially the same form as the Loan Agreement attached hereto as Exhibit A, including certain terms and conditions between the City of Belvidere and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the City of Belvidere, Boone County, Illinois, as follows:

#### SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

#### **SECTION 2. DETERMINATION TO BORROW FUNDS**

It is necessary and in the best interests of the City of Belvidere to construct the Project for the public health, safety, and welfare, in accordance with the plans and

specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City of Belvidere in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$11,000,000.00.

### **SECTION 3. ADDITIONAL ORDINANCES**

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City of Belvidere may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City of Belvidere to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

# SECTION 4. LOAN NOT INDEBTEDNESS OF THE CITY OF BELVIDERE

Repayment of the loan to the Illinois Environmental Protection Agency by the City of Belvidere pursuant to this Ordinance is to be solely from the revenue derived from revenues of the System, and the loan does not constitute an indebtedness of the City of Belvidere within the meaning of any constitutional or statutory limitation and is non-recourse to other funds or sources of revenue for the City of Belvidere.

### **SECTION 5. APPLICATION FOR LOAN**

The Director of Public Works is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

#### SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the Project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

#### **SECTION 7. RESERVE ACCOUNTS**

As long as the City of Belvidere has outstanding senior bonds that are payable from revenues of the system, the City of Belvidere shall maintain an account, coverage, and reserves equivalent to the account(s), coverage(s) and reserve(s) required by the outstanding ordinance(s).

# SECTION 8. AUTHORIZATION OF MAYOR TO EXECUTE LOAN AGREEMENT

The Mayor is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

#### **SECTION 9. SEVERABILITY**

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

### **SECTION 10. REPEALER**

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

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PASSED by the Corporate Authorities on, 2025.

APPROVED, 2025.

Mayor City of Belvidere Boone County, Illinois

Ayes: .
Nays: .
Absent:.
Date Passed:
Date Approved:
Date Published:

ATTEST:

City Clerk
City of Belvidere
Boone County, Illinois

### **RESOLUTION #**

## A RESOLUTION AUTHORIZING A CITY REPRESENTATIVE TO SIGN LOAN DOCUMENTS

WHEREAS, application provisions for loans from the Public Water Supply Loan Program for construction of public water supply facilities require that the City of Belvidere authorize a City representative to sign the loan application forms and supporting documents.

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

The Finance Director is authorized sign all loan application forms and documents.

Adopted by the City Council of the City of Belvidere, Illinois, this day of April, 2025.

Approved:	Mayor	
Attest:	City Clerk	
•		(SEAL)
Ayes: Nays: Absent:		
Date Approved:		