

State of Illinois) SS  
Belvidere, Illinois)

BELVIDERE CITY COUNCIL  
REGULAR MEETING  
AGENDA

December 4, 2017

Convened in the Council Chambers, 401 Whitney Blvd, Belvidere IL at 7:00 p.m.  
Mayor Chamberlain presiding.

(1) Roll Call:

(2) Pledge of Allegiance:

Invocation: Mayor Chamberlain.

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

(4) Approval of minutes of the regular meeting of the Belvidere City Council of  
November 20, 2017; as presented.

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Belvidere Police Department Overtime Report of November 7, 2017  
through November 20, 2017.

(B) Belvidere Fire Department Overtime Report of November 8, 2017  
through November 21, 2017 and November 14, 2017.

(C) Minutes of City-County Coordinating of November 8, 2017.

(D) Minutes of Committee of the Whole – Public Safety and Finance and  
Personnel of November 27, 2017.

(9) Unfinished Business:

(A) Ord. #376H – 2<sup>nd</sup> Reading: An Ordinance Granting a Zoning District Change  
from SR-6, Single-Family Residential-6 District to CB, Central Business  
District (203 Kishwaukee Street/127 West Lincoln Avenue).

(B) Ord. #377H – 2<sup>nd</sup> Reading: An Ordinance Amending Section 110-198(b) of  
the City of Belvidere Municipal Code Corporate Parkway.

(C) Ord. #378H – 2<sup>nd</sup> Reading: An Ordinance Authorizing the Acquisition of an Easement for Sanitary Sewer Purposes.

(10) New Business:

(A) Ord. #379H – 1<sup>st</sup> Reading: An Ordinance Levying Taxes for all corporate purposes for the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2017 and ending April 30, 2018.

(B) Ord. #380H – 1<sup>st</sup> Reading: An Ordinance making a levy and providing for a Special Service Area #2 Tax in the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2017 and ending April 30, 2018.

(C) Ord. #381H – 1<sup>st</sup> Reading: An Ordinance making a levy and providing for a Special Service Area #3 Tax in the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2017 and ending April 30, 2018.

(D) Ord. #382H -1<sup>st</sup> Reading: An Ordinance Authorizing the Purchase of New Equipment from Axon Enterprises Inc.

(E) Res. #2066-2017: A Resolution Authorizing the Execution of an Agreement between the City of Belvidere and Azavar Government Solutions, Inc.

Motions forwarded from City-County Coordinating Committee of November 8, 2017.  
Motions Co-Chairman Snow.

(A) Motion to approve the air conditioner replacement for the Public Safety Building with the low bid from Ceroni Piping in the amount of \$25,536 with a 50/50 split between the City and County.

(B) Motion to approve invoice #255548 in the amount of \$1,836.35 to TRC with a 50/50 split between the City and County.

(C) Motion to approve invoice #867063B in the amount of \$28,181.19 to PDC Laboratories with a 50/50 split between the City and County.

Motions forwarded from Public Safety - Finance and Personnel of November 27, 2017.  
Public Safety Motions – Chairman Crawford.

(A) Motion to accept a check in the amount of \$10,000 from the General Mills Foundation Hometown Grantmaking Program to be used for Technical Rescue Equipment.

(B) Motion to approve Eli Peters Consulting for replacing the server for the Fire Department at a cost of \$12,126 from Capital Funds.

(C) Motion to approve the expenditure of \$1,000 of donated money from the Cosmopolitan Club for the purchase of food for the Feed the Need Initiative.

- (D) Waive the bidding (Section 2-700) for the City of Belvidere to enter into a contract with Axon Enterprises Inc. for the purchase of 16 Tasers and associated equipment at a cost not to exceed \$35,967.72. The first year's payment of \$10,533.60 shall be made from the sale of government surplus vehicles and court awarded Article 36 vehicles. Payments in years 2 through 5 of the contract, in the amount of \$6,311.04 will be budgeted expenses within the Belvidere Police Department's budget.
- (E) Waive the bidding (Section 2-700) for the purchase of Load Bearing Vests and Associated Equipment.
- (F) Motion to authorize the Belvidere Police Department to purchase load bearing vests, hard trauma plates and other associated equipment for the vests at a cost not to exceed \$26,802 with monies coming from the Belvidere Police Department budget line item #210-8200 in the amount of \$4,000 with the remainder coming from the sale of government surplus vehicles and court awarded Article 36 vehicles.

Finance and Personnel Motions – Chairman Ratcliffe.

- (G) Motion to approve the renewal with Blue Cross Blue Shield for medical and Envision Healthcare for self-funded dental for the calendar year of 2018.
  - (H) Motion to approve the estimated tax levy of \$5,694,873 as announced by the Finance Director.
- (11) Adjournment:

State of Illinois SS  
Belvidere, Illinois

**Belvidere City Council  
Regular Session  
Minutes**

Date: November 20, 2017

Convened in the Belvidere City Council Chambers, 401 Whitney Blvd, Belvidere Illinois at 7 p.m.

Mayor Chamberlain presiding:

- (1) Roll Call: Present: M. Borowicz, R. Brooks, G. Crawford, W. Frank,  
T. Porter, T. Ratcliffe, M. Sanderson, D. Snow and C. Stevens.  
Absent: M. Freeman.

Other staff members in attendance:

Finance Director Becky Tobin, Building Director Lesa Morelock, Public Works Director Brent Anderson, Treasurer Cory Thornton, Community Development Planner Gina DelRose, Police Chief Noble, City Attorney Drella and City Clerk Arco.

- (2) Pledge of Allegiance:

Invocation: Mayor Chamberlain:

- (3) Public Comment: Ida Public Library Director Debbie Bloom presented the winter 2017 Program Guide.

- (4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of November 6, 2017; as presented.

Motion by Ald. Porter, 2<sup>nd</sup> by Ald. Ratcliffe to approve the minutes of the regular meeting of the Belvidere City Council of November 6, 2017. Roll Call Vote: 9/0 in favor. Ayes: Borowicz, Brooks, Crawford, Frank, Porter, Ratcliffe, Sanderson, Snow and Stevens. Nays: None. Motion carried.

- (5) Public Hearing: None.

- (6) Special Messages and Proclamations:

Mayor Chamberlain reported the city sponsored tree for hometown Christmas is in need of donations for the family.

- (7) Approval of Expenditures: General & Special Funds: \$2,742,462.84  
Water & Sewer Funds: \$ 875,031.23

Motion by Ald. Borowicz, 2<sup>nd</sup> by Ald. Sanderson to approve the General & Special Fund Expenditures in the amount of \$2,742,462.84. Roll Call Vote: 9/0 in favor. Ayes: Brooks, Crawford, Frank, Porter, Ratcliffe, Sanderson, Snow, Stevens and Borowicz. Nays: None. Motion carried.

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Sanderson to approve the Water & Sewer Fund Expenditures in the amount of \$875,031.23. Roll Call Vote: 9/0 in favor. Ayes: Crawford, Frank, Porter, Ratcliffe, Sanderson, Snow, Stevens, Borowicz and Brooks. Nays: None. Motion carried.

(8) Committee Reports & Minutes of City Officers:

- (A) Belvidere Police Department Overtime Report of October 24, 2017 through November 6, 2017.
- (B) Belvidere Fire Department Overtime Reports of October 25, 2017 through November 8, 2017.
- (C) Monthly Report of Community Development/Planning of October 2017.
- (D) Monthly Building Department Revenue Report of October 2017.
- (E) Monthly Treasurer's Report of October 2017.
- (F) Monthly General Fund Report of October 2017.
- (G) Monthly Water/Sewer Fund Report of October 2017.
- (H) Minutes of Planning and Zoning Commission of November 14, 2017.

Let the record show these reports and minutes were placed on file.

- (I) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of November 13, 2017.

Motion by Ald. Borowicz, 2<sup>nd</sup> by Ald. Frank to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of November 13, 2017. Roll Call Vote: 9/0 in favor. Ayes: Frank, Porter, Ratcliffe, Sanderson, Snow, Stevens, Borowicz, Brooks and Crawford. Nays: None. Motion carried.

(9) Unfinished Business: None.

(10) New Business:

- (A) Ord. #376H – 1<sup>st</sup> Reading: An Ordinance Granting a Zoning District Change from SR-6, Single Family Residential-6 District to CB, Central Business District (203 Kishwaukee Street/127 West Lincoln Avenue).
- (B) Ord. #377H – 1<sup>st</sup> Reading: An Ordinance Amending Section 110-198(b) of the City of Belvidere Municipal Code to Corporate Parkway.
- (C) Ord. #378H – 1<sup>st</sup> Reading: An Ordinance Authorizing the Acquisition of an Easement for Sanitary Sewer Purposes.

Let the record show Ord. #376H, #377H and #378H were placed on file for first reading.

Motion forwarded from Public Safety and Finance and Personnel of October 23, 2017.

- (A) Motion to approve the NFC Fitness Court at the corner of Whitney Blvd and Buchanan Street and accepting a \$10,000 Fit Radio Grant and \$80,000 from OSF Healthcare Foundation as part of the 2018 National Fitness Campaign. Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Ratcliffe to amend from Whitney Blvd to Main Street. Roll Call Vote to amend: 6/3 in favor. Ayes: Porter, Ratcliffe, Snow, Brooks, Crawford and Frank. Nays: Sanderson, Stevens and Borowicz. Motion as amended 4/5 in favor. Ayes: Ratcliffe, Snow, Brooks, Crawford. Nays: Porter, Sanderson, Stevens, Borowicz and Frank. Motion lost.

Motion forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of November 13, 2017.

- (A) Motion to approve submitting the application for the ComEd Incentive Grant to upgrade the city-owned overhead street lights. Roll Call Vote: 9/0 in favor. Ayes: Sanderson, Snow, Stevens, Borowicz, Brooks, Crawford, Frank, Porter or Ratcliffe. Nays: None. Motion carried.
- (B) Motion to approve the proposal from CES, Inc. at a cost not-to-exceed \$9,520 for the IDOT storm water detention areas. This work will be paid for from Capital Funds. Roll Call Vote: 9/0 in favor. Ayes: Snow, Stevens, Borowicz, Brooks, Crawford, Frank, Porter, Ratcliffe and Sanderson. Nays: None. Motion carried.
- (C) Motion to approve the aggregate base, concrete slab, sidewalk access and landscaping for the Fitness Court at a cost of approximately \$30,000. This expense would be paid from Capital Funds (Impact Fees or Public Benefit). Roll Call Vote: 4/5 in favor. Ayes: Brooks, Crawford, Ratcliffe and Snow. Nays: Stevens, Borowicz, Frank, Porter and Sanderson. Motion lost.

(D) Motion to approve the work order from Baxter & Woodman in the amount not-to-exceed \$12,750 for construction engineering services required to complete the Well #8 generator construction. This work will be paid for from the Water Plant Depreciation Fund. Roll Call Vote: 9/0 in favor. Ayes: Borowicz, Brooks, Crawford, Frank, Porter, Ratcliffe, Sanderson, Snow and Stevens. Nays: None. Motion carried.

(E) Motion to approve the city obtain a storm sewer detention basin easement from the owner of 531 Bellwood Drive at a cost of \$8,547. This cost will be paid for from Capital Funds. Roll Call Vote: 8/1 in favor. Ayes: Crawford, Frank, Porter, Ratcliffe, Sanderson, Snow, Stevens and Borowicz. Nays: Brooks. Motion carried.

(11) Adjournment:

Motion by Ald. Crawford, 2<sup>nd</sup> by Ald. Brooks to adjourn the meeting at 7:24 p.m.  
Aye voice vote carried. Motion carried.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

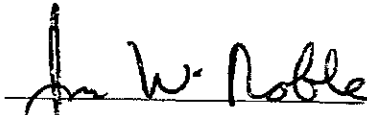
# Belvidere Police Department Payroll Report

Dept: 1790

11/20/2017

For Overtime Incurred between 11/7/17 and 11/20/17

Last Name:	Employee ID:	Total Hours:	Total Overtime Pay:
Ball	00739	15	\$819.00
Bell	00813	3.5	\$191.10
Berillo	00941	2	\$89.22
Bird	00793	6	\$327.60
Blankenship	00729	2	\$109.20
Brox	00963	10	\$446.10
Dammon	00657	19	\$1,161.95
Danielak	00996	1.5	\$53.91
Delavan	00848	12.25	\$619.79
Derry	00816	7.25	\$395.85
Gardner	00627	4.5	\$275.20
Kaplan	00858	10	\$505.95
King	00868	14.5	\$771.49
Kirk	00888	11.5	\$590.73
Parker,B	00686	6.5	\$354.90
Polnow	00886	15	\$758.93
Reese	00979	3.5	\$140.54
Smaha	00659	3	\$183.47
Staples	00703	2	\$122.31
Washburn	00784	6	\$366.93
Weiland	00990	4	\$160.62
<b>Totals:</b>		<b>159</b>	<b>\$8,444.77</b>

  
Jan W. Noble  
Chief of Police



**BELVIDERE FIRE DEPT**

**Overtime Report**

**Date Between {11/08/2017} And {11/21/2017}**

Date	Time	Incident	Pay Type	Activity Type	Hours Wkd	Hrs Paid	Pay	
<b>00866 Beck, Mark E</b>								
11/13/2017	08:30		OT	IN Inspection Bureau	8.00	8.00	302.56	
11/15/2017	08:00		OT	CPRI C.P.R. Instruction	8.00	8.00	302.56	
11/18/2017	07:00		OT	TRTM TEMS Training	5.00	5.00	189.10	
11/18/2017	12:00		OT	IN Inspection Bureau	2.00	2.00	75.64	
11/20/2017	09:00	17-0002777	OT	GRM General Recall Due to	1.25	2.00	75.64	
<b>Staff Member Totals:</b>					<b>24.25</b>	<b>25.00</b>	<b>945.50</b>	
<b>00754 Burdick, David J</b>								
11/14/2017	07:00		OT	SPD Special Detail	8.00	0.00	0.00	
11/20/2017	10:00		OT	SPE EMS Drug Exchange or	1.00	2.00	87.42	
<b>Staff Member Totals:</b>					<b>9.00</b>	<b>2.00</b>	<b>87.42</b>	
<b>00787 Cunningham, Chad L</b>								
11/16/2017	10:00		OT	TRE EMS Training	2.50	2.50	95.02	
<b>Staff Member Totals:</b>					<b>2.50</b>	<b>2.50</b>	<b>95.02</b>	
<b>00640 Harbison, Brian A</b>								
11/10/2017	07:00		OT	SCS Shift Coverage for Sick	24.00	24.00	1094.64	
11/16/2017	10:00		OT	MEM Mabas Div. 8 Meeting	4.00	4.00	182.44	
<b>Staff Member Totals:</b>					<b>28.00</b>	<b>28.00</b>	<b>1277.08</b>	
<b>00755 Oates, Joshua A</b>								
11/18/2017	07:00		OT	TRTM TEMS Training	5.00	5.00	188.15	
<b>Staff Member Totals:</b>					<b>5.00</b>	<b>5.00</b>	<b>188.15</b>	
<b>00958 Pavlatos, Gregory R</b>								
11/09/2017	07:00		OT	SCS Shift Coverage for Sick	24.00	24.00	750.48	
11/18/2017	07:00		OT	TRTM TEMS Training	5.00	5.00	156.35	
<b>Staff Member Totals:</b>					<b>29.00</b>	<b>29.00</b>	<b>906.83</b>	
<b>00969 Tangye, Travis N</b>								
11/18/2017	12:00		OT	IN Inspection Bureau	2.00	2.00	58.32	
<b>Staff Member Totals:</b>					<b>2.00</b>	<b>2.00</b>	<b>58.32</b>	
<b>00556 Wilcox, Craig A</b>								
11/14/2017	07:30		OT	INR Reimbursable Plan	3.00	3.00	131.13	
11/15/2017	08:30		OT	IN Inspection Bureau	2.50	2.50	109.27	
11/17/2017	07:30		OT	IN Inspection Bureau	4.50	4.50	196.69	
<b>Staff Member Totals:</b>					<b>10.00</b>	<b>10.00</b>	<b>437.10</b>	
<b>All Staff Member Totals:</b>						<b>109.75</b>	<b>103.50</b>	<b>3,995.42</b>

Types: F=Fire, M=EMS/Medical, R=Rescue, O=Other

BELVIDERE FIRE DEPT

Overtime Report

Date Between {11/14/2017} And {11/14/2017} and

Staff ID = "00787"

Date	Time	Incident	Pay Type	Activity Type	Hours Wkd	Hrs Paid	Pay
00787	Cunningham, Chad L						
11/14/2017	10:00		OT	TRE EMS Training	2.00	2.00	76.02
				Staff Member Totals:	2.00	2.00	76.02
				All Staff Member Totals:	2.00	2.00	76.02

Types: F=Fire, M=EMS/Medical, R=Rescue, O=Other

CITY-COUNTY COORDINATING COMMITTEE

MINUTES

November 8, 2017 at 6:00 P.M.

County Board Room, 1212 Logan Avenue

**CALL TO ORDER**

The meeting of the City-County Coordinating Committee was called to order by Dan Snow, Co-Chairman at 6:00 P.M.

**ROLL CALL**

County:

Cathy Ward, Co-Chairman  
Carl Larson, Vice Co-Chair  
Sherry Branson  
Brad Stark

City:

Dan Snow, Co-Chairman  
Wendy Frank, Vice Co-Chair  
Marsha Freeman

Others:

Ken Terrinoni  
Lt. Perry Gay  
Dan Kane  
Terri Snow

Members Absent:

County:

Chairman Karl Johnson  
Jeffrey Carlisle

City:

Tom Porter  
Mike Borowicz  
Mayor Chamberlain

**APPROVAL OF MINUTES**

A motion was made by Carl Larson to approve the minutes of the September 13, 2017 meeting as presented. Motion seconded by Brad Stark. Motion passed (7-0).

**APPROVAL OF AGENDA**

A motion was made by Cathy Ward to approve the agenda as presented. Motion seconded by Sherry Branson. Motion passed (7-0).

9.1 WPPA Recharge Map was moved to 5.3. A motion was made by Cathy Ward to approve the agenda as amended. Motion seconded by Sherry Branson. Motion passed (7-0).

**PUBLIC COMMENT**

PUBLIC COMMENT

There was no public comment made.

**BOONE COUNTY CONSERVATION DISTRICT**

Dane Kane with the Boone County Conservation gave a handout report and reviewed this with the committee. Discussion was held. Mr. Kane spoke about several programs the Conservation District offers. Pioneer Days attendance was down this year. Mr. Kane discussed the firearm's program and deer disease. He spoke in regards to facility management. Mr. Kane stated the Conservation District has received six (6) grants for facility public improvements. Rehabilitation is being done to the Long Prairie Trail and discussed this with the committee. Mr. Kane discussed the Natural Resource's department and reviewed projects taking place with the committee. Discussion was held. Mr. Kane spoke on the new Memorial Stewardship. Mr. Kane said that volunteers are essential to the district and gave an example of cost savings by using these volunteers. There was discussion held. The committee thanked Mr. Kane for the great work being done.

**WATER PRESERVATION AND PROTECTION ALLIANCE (WPPA) RECHARGE AREA MAP (5.3)**

Ms. Branson spoke to the committee regarding some handouts she passed out to the committee. She gave a history of the WPPA and referenced a map of the County. There are four regions the IEPA has recognized for groundwater contamination. Boone County is in one of these regions. Ms. Branson discussed a study that was done in regards to the groundwater. There are issues with recharge areas in several Counties. Ms. Branson discussed how UCCI has been included. Ms. Branson discussed the amount of water that leaves Boone County and how this could affect us. Ms. Branson reviewed an aquifer that has been contaminated and how this is affecting several Counties. Ms. Branson discussed adding a Surface Area Recharge Assessment (SARA) map to the Comprehensive Plan and explained this to the committee. She is requesting a Resolution from the City supporting the SARA map and also to

make a motion to the full County Board to approve the SARA map to be included in the current and future Comprehensive Plan. Discussion was held. Mr. Kane discussed the Sensitive Aquifer Recharge Area. Mr. Stark asked how this information will be used. Mr. Kane responded. Discussion continued.

A motion was made by Cathy Ward to approve the SARA map be put into the Comprehensive Plan and move this to the full board. Motion seconded by Sherry Branson. Motion passed (7-0).

#### **E-911 REPORT – PUBLIC SAFETY BUILDING**

##### **911 REPORT**

There was no discussion held.

##### **FY 2017 FINANCIAL REPORT**

There was no discussion held.

##### **AIR CONDITIONER REPLACEMENT**

Mr. Terrononi reviewed the emergency need for a new air conditioner for the Public Safety Building. This was approved at the County Board meeting October 18, 2017.

A motion was made by Cathy Ward to approve the air conditioner replacement for the low bid from Ceroni Piping in the amount of \$25,536 with a 50/50 split between the City and County. Motion seconded by Sherry Branson. Motion passed (7-0).

##### **LANDFILL**

##### **APPROVAL OF INVOICE: TRC**

A motion was made by Cathy Ward to approve invoice #255548 in the amount of \$1,836.35 to TRC with a 50/50 split between the City and County. Motion seconded by Sherry Branson. Motion passed (7-0).

##### **APPROVAL OF INVOICE: PDC LABORATORIES, INC.**

A motion was made by Sherry Branson to approve invoice #867063B in the amount of \$28,181.19 to PDC Laboratories with a 50/50 split between the City and County. Motion seconded by Cathy Ward. Discussion was held. Motion passed (7-0).

##### **ILLINOIS EPA/LANDFILL COMMUNICATION**

There was no discussion held.

##### **ALTERNATIVE REMEDIATION STRATEGIES NATURAL VEGETATION “PHYTOREMEDIATION”**

There was nothing new to report.

#### **INFORMATIONAL ITEMS AND OTHER BUSINESS**

##### **INVITATION TO OTHER GOVERNMENTS**

Candlewick Lake will attend the meeting in December, 2017.

##### **CORRESPONDENCE**

There was no correspondence discussed.

##### **EXECUTIVE SESSION**

There was no executive session held.

**ADJOURNMENT**

**ADJOURN THE MEETING**

A motion was made by Carl Larson to adjourn the meeting. Motion seconded by Brad Stark. Motion passed (8-0). Meeting was adjourned at 7:06 p.m.

Recorded by,

Julaine Drake  
Office Manager



Minutes  
Committee of the Whole  
Public Safety and Finance and Personnel  
November 27, 2017          6:00 p.m.

Call to Order - Mayor Mike Chamberlain:

Aldermen Present:    R. Brooks, M. Freeman, T. Porter,  
                                 T. Ratcliffe, M. Sanderson, D. Snow  
                                 and C. Stevens.  
Aldermen Absent:     M. Borowicz, G. Crawford and W. Frank.

Also in attendance: Finance Director Becky Tobin,  
Public Works Director Brent Anderson, Treasurer Cory  
Thornton, Fire Chief Hyser, Police Chief Noble, DC Wallace,  
DC Woody, Sergeant Washburn, City Attorney Drella and  
City Clerk Arco.

Public Comment:       Mayor Chamberlain reported a flag  
                                 raising ceremony will take place on  
                                 December 4<sup>th</sup> at the PBS in celebration  
                                 of the Illinois Bicentennial.

Public Forum:           None.

Reports of Officers, Boards and Special Committees:

(A) Gallagher Williams-Manny Insurance Renewal presented  
by Tim Knauf.

Motion by Ald. Sanderson, 2<sup>nd</sup> by Ald. Porter to approve the  
renewal with Blue Cross Blue Shield for medical and  
Envision Healthcare for self-funded dental for the calendar  
year of 2018. Aye voice vote carried. Motion carried.

1. Public Safety, Unfinished Business: None.

2. Public Safety, New Business:

(A) Donation from General Mills Foundation  
Hometown Grantmaking Program.

Motion by Ald. Brooks, 2<sup>nd</sup> by Ald. Ratcliffe to accept a  
check in the amount of \$10,000 from the General Mills  
Foundation Hometown Grantmaking Program to be used for  
Technical Rescue Equipment. Aye voice vote carried.  
Motion carried.

(B) Server Replacement.

Motion by Ald. Brooks, 2<sup>nd</sup> by Ald. Porter to approve Eli Peters Consulting for replacing the server for the Fire Department at a cost of \$12,126 from Capital Funds. Aye voice vote carried. Motion carried.

(C) Cosmopolitan Club Donation/Expenditure.

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Sanderson to approve the expenditure of \$1,000 of donated money from the Cosmopolitan Club for the purchase of food for the Feed the Need Initiative. Aye voice vote carried. Motion carried.

(D) Electronic Control Devices/Tasers.

Motion by Ald. Porter, 2<sup>nd</sup> by Ald. Stevens to authorize the Mayor to sign and enter into a contract on behalf of the City of Belvidere with Axon Enterprises Inc. for the purchase of 16 Tasers and associated equipment at a cost not to exceed \$35,967.72. The first year's payment of \$10,533.60 shall be made from the sale of government surplus vehicles and court awarded Article 36 vehicles. Payments in years 2 through 5 of the contract, in the amount of \$6,311.04 will be budgeted expenses within the Belvidere Police Department's budget. Aye voice vote carried. Motion carried.

(E) Load Bearing Vests and Associated Equipment.

Motion by Ald. Brooks, 2<sup>nd</sup> by Ald. Stevens to authorize the Belvidere Police Department to purchase load bearing vests, hard trauma plates and other associated equipment for the vests at a cost not to exceed \$26,802 with monies coming from the Belvidere Police Department budget line item #210-8200 in the amount of \$4,000 with the remainder coming from the sale of government surplus vehicles and court awarded Article 36 vehicles. Aye voice vote carried. Motion carried.

3. Finance and Personnel, Unfinished Business: None.

4. Finance and Personnel, New Business:

(A) Announcement of Estimated Tax Levy for Tax Year 2017.

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Ratcliffe to approve the estimated tax levy of \$5,694,873 as announced by the Finance Director. Aye voice vote carried. Nay vote from Alderman Stevens. Motion carried.

(B) Azavar Government Solutions Municipal Revenue Review.

Motion by Ald. Sanderson, 2<sup>nd</sup> by Ald. Porter to approve hiring Azavar Government Solutions for Municipal Revenue Review. Aye voice vote carried. Motion carried.

5. Other:

(A) Robert Larson - 515 Calgary Way - was not present.

6. Adjournment:

Motion by Ald. Brooks, 2<sup>nd</sup> by Ald. Sanderson to adjourn meeting at 7:06 p.m. Aye voice vote carried. Motion carried.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



**Ordinance No. 379H**

**TAX LEVY ORDINANCE**

An ordinance levying taxes for all corporate purposes for the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2017 and ending April 30, 2018.

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

Section 1: That a tax for the following sums of money, or as much thereof as may be authorized by law to defray all expenses and liabilities of the City of Belvidere, be and the same is hereby levied for the purposes specified against all taxable property in the City of Belvidere for the year 2018.

Section 2: That Attachment "A" to this ordinance shall be considered as part of this ordinance as if entirely written within this ordinance and the attachment contains the amount levied for each object or purpose under the heading "Amounts to be Raised by Tax Levy".

Section 3: The following is a summary of the total taxes to be levied:

<u>Levy Description</u>		<u>Amount</u>
Corporate Purpose	(65 ILCS 5/8-3-1)	1,694,385
Fire Protection	(65 ILCS 5/11-7-1)	20,000
Police Protection	(65 ILCS 5/11-1-3)	20,000
Audit	(65 ILCS 5/8-8-8)	20,000
Special Road & Bridge	(65 ILCS 5/11-81-1 & 2)	60,000
Street Lighting	(65 ILCS 5/11-80-5)	210,000
Public Benefit	(65 ILCS 5/9-2-39 & 49)	40,000
Pension (IMRF)	(40 ILCS 5/7-171)	65,000
Pension (Firefighters)	(40 ILCS 5/4-118)	1,001,132
Pension (Police)	(40 ILCS 5/3-125)	1,181,417
Refuse (Landfill/Recycling)	(65 ILCS 5/11-19-4)	50,000
Liability Insurance	(745 ILCS 10/9-107)	300,000
Tort	(745 ILCS 10/9-107)	75,000
Emergency Service & Disaster	(65 ILCS 5/8-3-16)	7,000
FICA & Medicare	(65 ILCS 5/21-110)	200,000
Forestry	(65 ILCS 5/11-73-1)	40,000
TOTAL for City		<u>4,983,934</u>
Library	(75 ILCS 5/3-1 & 4)	710,939
TOTAL LEVY		<u>5,694,873</u>

Section 4: The City Clerk shall make and file with the County Clerk of Boone County, a duly certified copy of this ordinance and that the amount levied by the attachment to this ordinance is required by the City of Belvidere and extended upon the appropriate tax books for the fiscal year of the City of Belvidere beginning May 1, 2017, and ending April 30, 2018.

Section 5: If any section, subdivision, sentence, clause, or part of the attachment to this ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 6: This ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

Passed by the Council of the City of Belvidere, Illinois, at a regular meeting thereof held on the \_\_\_\_ day of \_\_\_\_\_, 2017, and approved by me as Mayor on the same day.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_  
Shauna Arco, City Clerk

**Attachment A (Levy Ordinance # 379H)**

	Account #	Budget FY 18	Amounts to be received from other sources	Amounts to be Raised by Tax Levy
Salaries - Elected Officials	01-5-110-5000	213,878		
Salaries - Regular - FT	01-5-110-5010	226,472		75,000
Group Health Insurance	01-5-110-5130	513,611		350,000
Health Ins Claims Paid	01-5-110-5131	40,000		
Group Life Insurance	01-5-110-5132	1,409		
Health Insurance Reimbursement	01-4-110-4540	(156,618)		
Meeting & Conferences	01-5-110-5154	15,400		
Subscriptions/Ed Materials	01-5-110-5156	650		
<b>Gen Admin Personnel &amp; Benefit Expenses</b>		<b>854,802</b>	<b>429,802</b>	<b>425,000</b>
Repairs/Maint - Bldgs	01-5-110-6010	21,680		
Repairs/Maint - Equip	01-5-110-6020	5,000		
Legal	01-5-110-6110	37,200		10,000
Other Professional Services	01-5-110-6190	2,500		
Telephone	01-5-110-6200	21,770		0
Codification	01-5-110-6225	2,000		
Other Communications	01-5-110-6290	3,400		
<b>Gen Admin Contractual Expenses</b>		<b>93,550</b>	<b>83,550</b>	<b>10,000</b>
Office Supplies	01-5-110-7020	56,800		
Other Supplies	01-5-110-7800	7,350		
<b>Gen Admin Supplies Expenses</b>		<b>64,150</b>	<b>64,150</b>	<b>0</b>
Miscellaneous Expense	01-5-110-7900	85,930	85,930	
Operating Transfers Out	01-5-110-9999	383,828	383,828	
		469,758	469,758	0
<b>Total General Administration Expenses</b>		<b>1,482,260</b>	<b>1,047,260</b>	<b>435,000</b>
<b>General Fund - Audit Department</b>				
Accounting & Auditing	01-5-130-6100	36,500		20,000
<b>TOTAL - AUDIT DEPARTMENT</b>		<b>36,500</b>	<b>16,500</b>	<b>20,000</b>
<b>General Fund - IMRF Department</b>				
IMRF Premium Expense	01-5-140-5120	200,677		65,000
<b>TOTAL - IMRF DEPARTMENT</b>		<b>200,677</b>	<b>135,677</b>	<b>65,000</b>
<b>General Fund - Social Security Department</b>				
FICA Expense	01-5-150-5110	214,295		200,000
Medicare Expense	01-5-150-5112	137,352		
<b>TOTAL - SOCIAL SECURITY DEPT</b>		<b>351,647</b>	<b>151,647</b>	<b>200,000</b>
<b>General Fund - Liability Insurance Dept</b>				
Insurance Premium	01-5-160-6800	484,810		300,000
<b>TOTAL - LIABILITY INSURANCE DEPT</b>		<b>484,810</b>	<b>184,810</b>	<b>300,000</b>

<b>Police Department</b>	<b>Account #</b>	<b>Budget FY 18</b>	<b>Amounts to be received from other sources</b>	<b>Amounts to be Raised by Tax Levy</b>
Salary - Regular - FT	01-5-210-5010	3,440,533		20,000
Overtime	01-5-210-5040	434,600		195,948
Police Pension	01-5-210-5122	1,085,667		1,181,417
Health Insurance	01-5-210-5130	847,215		335,687
Dental Claims	01-5-210-5131	50,000		
Uniform Allowance	01-5-210-5140	68,009		
Training	01-5-210-5152	73,855		
<b>Police Dept Personnel &amp; Benefit Expenses</b>		<b>5,999,879</b>	<b>4,266,827</b>	<b>1,733,052</b>
Repair/Maint-Equipment	01-5-210-6020	14,645		
Repair/Maint-Vehicles	01-5-210-6030	99,050		70,000
Telephone/Utilities	01-5-210-6200	44,000		
Physical Exams	01-5-210-6810	4,270		
Community Policing	01-5-210-6816	8,200		
K 9 Program Expenses	01-5-210-6818	5,350		
Sex Offender State Disburse	01-5-210-6835	4,800		
<b>Police Department - Contractual Expenses</b>		<b>180,315</b>	<b>110,315</b>	<b>70,000</b>
Office Supplies	01-5-210-7020	10,550		
Gas & Oil	01-5-210-7030	100,000		
Operating Supplies	01-5-210-7040	43,985		
Miscellaneous Expense	01-5-210-7900	40,800		
<b>Police Department - Supplies Expense</b>		<b>195,335</b>	<b>195,335</b>	<b>0</b>
Equipment	01-5-210-8200	59,255	59,255	
Vehicles	01-5-210-8300	0		
<b>TOTAL POLICE DEPARTMENT</b>		<b>6,434,784</b>	<b>4,631,732</b>	<b>1,803,052</b>
<b>Public Safety Building Department</b>				
Salaries - Regular - FT	01-5-215-5010	664,104		
Other (FICA & IMRF)	01-5-215-5079	138,599		
Other Contractual Services	01-5-215-6890	270,732		
<b>TOTAL PUBLIC SAFETY DEPARTMENT</b>		<b>1,073,435</b>	<b>1,073,435</b>	<b>0</b>
<b>Fire Department</b>				
Salaries - Regular - FT	01-5-220-5010	2,095,112		20,000
Overtime	01-5-220-5040	203,250		100,000
Fire Pension	01-5-220-5124	968,767		1,001,132
Health Insurance	01-5-220-5130	502,880		350,000
Dental Insurance	01-5-220-5131	35,000		
Uniform Allowance	01-5-220-5140	35,500		
Training	01-5-220-5152	27,540		
<b>Fire Depart Personnel &amp; Benefits Expenses</b>		<b>3,868,049</b>	<b>2,396,917</b>	<b>1,471,132</b>
Repair/Maint-Bldg	01-5-220-6010	42,850		
Repair/Maint-Equipment	01-5-220-6020	14,800		
Repair/Maint-Vehicles	01-5-220-6030	53,500		30,000
Telephone/Utilities	01-5-220-6200	17,740		
Physical Exams	01-5-220-6810	2,500		
Fire Prevention	01-5-220-6822	10,000		
Emergency Med Supplies	01-5-220-6824	-		
<b>Fire Department - Contractual Expenses</b>		<b>141,390</b>	<b>111,390</b>	<b>30,000</b>
Office Supplies	01-5-220-7020	16,600		
Gas & Oil	01-5-220-7030	20,000		
Operating Supplies	01-5-220-7040	4,000		
Miscellaneous Expense	01-5-220-7900	1,000		
<b>Fire Department - Supplies Expenses</b>		<b>41,600</b>	<b>41,600</b>	<b>0</b>
Equipment	01-5-220-8200	37,900		
<b>TOTAL FIRE DEPARTMENT</b>		<b>4,088,939</b>	<b>2,587,807</b>	<b>1,501,132</b>

	Account #	Budget FY 18	Amounts to be received from other sources	Amounts to be Raised by Tax Levy
<b>Police &amp; Fire Commission Department</b>				
Physical Exams	01-5-225-6810	18,750		
Other Contractual Services	01-5-225-6890	8,835		
<b>TOTAL - POLICE &amp; FIRE COMMISSION</b>		<b>27,585</b>	<b>27,585</b>	<b>0</b>
<b>Community Development</b>				
Salaries- Regular - FT	01-5-230-5010	217,830		
FICA	01-5-230-5079	16,664		
IMRF	01-5-230-5120	25,854		
Health Ins Expense	01-5-230-5130	86,043		
Dental Insurance	01-5-230-5131	4,000		
Training	01-5-230-5152	6,500		
Building Dept Personnel & Benefits Expense		356,891	356,891	0
Repair/Maint - Equip	01-5-230-6020	6,150		
Other Professional Services	01-5-230-6190	46,000		
Telephone	01-5-230-6200	3,000		
Postage	01-5-230-6210	3,000		
Printing & Publishing	01-5-230-6220	2,800		
Building Department - Contractual Expenses		60,950	60,950	0
Office Supplies	01-5-230-7020	6,950		
Gas & Oil	01-5-230-7030	2,200		
Miscellaneous Expense	01-5-230-7900	1,000		
Operating Transfer Out	01-5-230-9999	-		
Building Department - Supplies Expenses		10,150	10,150	0
<b>TOTAL BUILDING DEPARTMENT</b>		<b>427,991</b>	<b>427,991</b>	<b>0</b>
<b>Civil Defense Department</b>				
Miscellaneous Expense	01-5-240-7900	7,000		7,000
<b>TOTAL - CIVIL DEFENSE DEPARTMENT</b>		<b>7,000</b>	<b>0</b>	<b>7,000</b>

<b>Street Department</b>	<b>Account #</b>	<b>Budget FY 18</b>	<b>Amounts to be received from other sources</b>	<b>Amounts to be Raised by Tax Levy</b>
Salaries - Regular - FT	01-5-310-5010	609,950		132,750
Overtime	01-5-310-5040	40,000		
Health Insurance	01-5-310-5130	238,292		
Uniform Allowance	01-5-310-5140	15,000		
Training	01-5-310-5152	1,500		
<b>Street Dept - Personnel &amp; Benefits Expenses</b>		<b>904,742</b>	<b>771,992</b>	<b>132,750</b>
Repair/Maint - Storm Drain	01-5-310-6001	25,000		
Repair/Maint - St/Parking Lot	01-5-310-6002	95,000		60,000
Repair/Maint - Sidewalk/Curb	01-5-310-6003	50,000		20,000
Repair/Maint - Building	01-5-310-6010	15,000		
Repair/Maint - Equipment	01-5-310-6020	130,000		80,000
Repair/Maint - Traffic Signal	01-5-310-6024	43,000		20,000
Telephone/Utilities	01-5-310-6200	6,000		
Leaf Clean-up/Removal	01-5-310-6826	15,000		
<b>Street Department - Contractual Expenses</b>		<b>379,000</b>	<b>199,000</b>	<b>180,000</b>
Office Supplies	01-5-310-7020	6,600		
Gas & Oil	01-5-310-7030	85,000		
Operating Supplies	01-5-310-7040	21,000		
Miscellaneous Expense	01-5-310-7900	2,000		
<b>Street Department - Supplies Expenses</b>		<b>114,600</b>	<b>114,600</b>	<b>0</b>
Equipment	01-5-310-8200	0		
<b>TOTAL STREET DEPARTMENT</b>		<b>1,398,342</b>	<b>1,085,592</b>	<b>312,750</b>
<b>Street Lighting</b>				
Repair/ Maint - Street Light	01-5-330-6022	40,000		
Street Lighting - electricity	01-5-330-6310	300,000		210,000
<b>TOTAL STREET LIGHTING</b>		<b>340,000</b>	<b>130,000</b>	<b>210,000</b>
<b>Garbage Department</b>				
Miscellaneous Expenses	01-5-335-7900	79,000		50,000
<b>TOTAL GARBAGE DEPARTMENT</b>		<b>79,000</b>	<b>29,000</b>	<b>50,000</b>
<b>Forestry Department</b>				
Repair/ Maint - Other	01-5-340-6090	0		
Tree Removal or Purchase	01-5-340-6850	80,000		40,000
Miscellaneous Expense	01-5-340-7900	1,000		0
<b>TOTAL FORESTRY DEPARTMENT</b>		<b>81,000</b>	<b>41,000</b>	<b>40,000</b>

	Account #	Budget FY 18	Amounts to be received from other sources	Amounts to be Raised by Tax Levy
<b>Engineering Department</b>				
Repair/ Maint - Vehicles	01-5-360-6030	0		
Engineering	01-5-360-6140	27,000		
Subdivision Expense	01-5-360-6824	10,000		
Office Supplies	01-5-360-7020	8,900		
Gas & Oil	01-5-360-7030	-		
<b>TOTAL - ENGINEERING DEPARTMENT</b>		<b>45,900</b>	<b>45,900</b>	<b>0</b>
<b>Health / Social Services</b>				
Council on Aging	01-5-410-6830	23,000		
Demolition / Nuisance	01-5-410-6832	5,000		
<b>TOTAL - HEALTH / SOCIAL SERVICES</b>		<b>28,000</b>	<b>28,000</b>	<b>0</b>
<b>Economic Development</b>				
Consulting	01-5-610-6120	0		
Planning Dept Services	01-5-610-6150	47,000		
Economic / Business	01-5-610-6840	73,000		
Tourism	01-5-610-6842	7,000		
Historic Preservation	01-5-610-6844	12,800		
<b>TOTAL - ECONOMIC DEVELOPMENT</b>		<b>139,800</b>	<b>139,800</b>	<b>0</b>
<b>Utility Tax</b>				
Tripp Rd Reconstruction	01-5-751-8056	350,000		
Southside Stormsewer Study	01-5-751-8058	0		
Bellwood Detention Basin	01-5-751-8060	250,000		
<b>TOTAL - Utility Tax</b>		<b>600,000</b>	<b>600,000</b>	<b>0</b>
<b>TOTAL GENERAL FUND EXPENSES</b>		<b>17,327,670</b>	<b>12,383,736</b>	<b>4,943,934</b>

REF: General Corporate Tax	(65 ILCS Para 5/8-3-1)	1,694,385
REF: Municipal Audit Tax	(65 ILCS Para 5/8-8-8)	20,000
REF: Police Protection Tax	(65 ILCS Para 5/11-1-3)	20,000
REF: Police Pension	(40 ILCS Para 5/3-125)	1,181,417
REF: Fire Protection Tax	(65 ILCS Para 5/11-7-1)	20,000
REF: Fire Pension	(40 ILCS Para 5/4-118)	1,001,132
REF: Street Lighting Tax	(65 ILCS Para 5/11-80-5)	210,000
REF: Street & Bridge Tax	(65 ILCS Para 5/11-81-1 & 2)	60,000
REF: Tort Judgements (legal)	(745 ILCS Para 10/9-107)	75,000
REF: Unemployment Insurance	(745 ILCS Para 10/9-107)	0
REF: Liability Insurance	(745 ILCS Para 10/9-107)	300,000
REF: Forestry Program Tax	(65 ILCS Para 5/11-73-1)	40,000
REF: Garbage Tax	(65 ILCS Para 5/11-19-4)	50,000
REF: Social Security Tax	(65 ILCS Para 5/21-110)	200,000
REF: Illinois Muni Retirement Fund	(40 ILCS Para 5/7-171)	65,000
REF: Emergency Services & Disaster Operations	(65 ILCS Para 5/8-3-16)	7,000
		<u>4,943,934</u>

	Budget FY 18	Amounts to be received from other sources	Amounts to be Raised by Tax Levy	
<b>Library Operations (18)</b>				
Total Expenditures	865,000	154,061	710,939	
REF: Library Tax	(75 ILCS Para(s) 5/3-1 & 4)			710,939
<b>Capital Projects Fund (41)</b>				
Total Expenditures	532,224	492,224	40,000	
REF: Public Benefit Tax	(65 ILCS Para(s) 5/9-2-39 &49)			40,000
<b>Other Funds</b>				
	<b>Fund #</b>			
Water / Sewer Fund	61	7,950,727	7,950,727	0
Motor Fuel Tax	10	1,495,000	1,495,000	0
Escrow / Land Cash	91	40,000	40,000	0
Kishwaukee II	15	0	0	0
Special Serv Area #2 & #3	16/17	17,000	17,000	0
Kishwaukee River T I F	13	19,823	19,823	0
Police Pension Fund		1,424,112	1,424,112	0
Firefighters' Pension Fund		1,359,429	1,359,429	0
<b>TOTAL EXPENDITURES</b>		<b>31,030,985</b>	<b>25,336,112</b>	<b>5,694,873</b>



TAX LEVY ORDINANCE

ORDINANCE NO 380H.

AN ORDINANCE MAKING A LEVY AND PROVIDING FOR A SPECIAL SERVICE AREA #2 TAX IN THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2017, AND ENDING APRIL 30, 2018.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELVIDERE, ILLINOIS, as follows:

Section 1: That there is hereby levied for the City of Belvidere, Illinois, for the Special Service Area #2, a tax not to exceed .12% of the full, fair cash value of all taxable property within the Special Service Area #2, as assessed and equalized pursuant to the statute for the current year.

Section 2: That the City Clerk of the City of Belvidere shall file with the County Clerk of Boone County, Illinois a certified copy of the ordinance.

Section 3: That this ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED by the City Council of the City of Belvidere, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2017, and approved by me as Mayor on the same day.

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

TAX LEVY ORDINANCE

ORDINANCE NO 381H.

AN ORDINANCE MAKING A LEVY AND PROVIDING FOR A SPECIAL SERVICE AREA #3 TAX IN THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2017, AND ENDING APRIL 30, 2018.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELVIDERE, ILLINOIS, as follows:

Section 1: That there is hereby levied for the City of Belvidere, Illinois, for the Special Service Area #3, a tax not to exceed .12% of the full, fair cash value of all taxable property within the Special Service Area #3, as assessed and equalized pursuant to the statute for the current year.

Section 2: That the City Clerk of the City of Belvidere shall file with the County Clerk of Boone County, Illinois a certified copy of the ordinance.

Section 3: That this ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED by the City Council of the City of Belvidere, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2017, and approved by me as Mayor on the same day.

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

ORDINANCE #382H

AN ORDINANCE AUTHORIZING THE PURCHASE OF NEW EQUIPMENT  
FROM AXON ENTERPRISES INC.

WHEREAS, the City of Belvidere (the City) wishes to acquire sixteen (16) Tasers and associated equipment from Axon Enterprise Inc. pursuant to the quotation dated 11/20/2017, quote number Q-132723-4 (the Sales Contract), which is attached hereto and incorporated herein; and

Whereas, the City wishes to finance the acquisition of the Apparatus through a five year purchase agreement.

NOW THEREFORE IT IS 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 as if fully set forth.

**SECTION 2:** For purposes of this Ordinance, and the approval of the Sales Contract, Section 5/8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7) and Division 76/1 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-76.1-1 et seq.) shall not apply to this Ordinance or the Sales Contract and are expressly abrogated and waived pursuant to the City's home rule authority.

**SECTION 3:** The Mayor, or his designee, is authorized and directed to execute the attached Sales Contract with Axon Enterprise, Inc.

**SECTION 4:** 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 5:** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 6:** This Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor. The City Council finds that immediate approval is essential to obtain favorable financing and purchase terms.

RESOLUTION #2066-2017:  
A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT  
BETWEEN THE CITY OF BELVIDERE AND  
AZAVAR GOVERNMENT SOLUTIONS, INC.

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

- 1) The Contingent Fee Professional Services Agreement (the Agreement) between the City of Belvidere and Azavar Government Solutions Inc. is hereby approved. The Mayor is to authorized to execute and the Clerk to attest the Agreement which is attached hereto and incorporated herein.

Approved:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Ayes:

Nays: None

Date Approved:

Z:\Draft Ordinances\Asavar.Resolution.doc

## CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into by and between Azavar Audit Solutions, Incorporated, an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 (“Azavar”), and the City of Belvidere an Illinois municipal corporation having its principal place of business at 401 Whitney Boulevard Belvidere, Illinois 61008 (“Customer”).

### 1. SCOPE OF SERVICES

- 1.1 Subject to the following terms and conditions, Azavar shall provide professional computer, data audit, compliance management, and management consulting services (“Services”) in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The services and work provided shall be provided in substantial accordance with the below statements:
- (a) Azavar shall undertake a Municipal Audit Program on behalf of the Customer. As part of the Municipal Audit Program Azavar shall, on behalf of the Customer, separately review and audit each fee, ordinance, contract, franchise agreement, utility tax, locally administered taxes or fees, locally imposed occupation tax, ad valorem tax, excise tax, taxpayer, franchise fee, utility service fee, intergovernmental or other remittances to the Customer, and expense imposed by or upon the Customer within the Customer’s corporate boundaries (“Audits”) including, but not limited to local businesses, electric, gas, cable, telecommunications, refuse, and water providers (“Providers”) on behalf of the Customer. Azavar shall review during the course of its work for the Customer, Customer ordinances, contracts, receipts, addresses and databases, including any of the aforementioned items, whether administered locally, by the state or federal government, by any other government or non-government organization, or by any other third-party, revenues relating to state and local sales/use/occupation taxes, including amusement taxes, business license/registration databases and revenue, and any other locally authorized fees and/or licenses, including liquor licenses. Azavar shall review and audit, food, beverage, and/or liquor taxes and/or fees and hotel, motel, bed, and/or transient occupancy taxes where applicable to the Customer. Azavar shall review and consult Customer on areas to enhance, increase, or maximize Customer revenues including, but not limited to, previous, existing, or new ordinances, agreements, or third-party contracts. Should the Customer own or operate its own utilities including electric, natural gas, water or other utilities, Azavar shall also review and audit the revenues, , and expenses of those Customer owned or operated utilities.
  - (b) The purpose of each audit is to determine past, present, and future taxes, franchise fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and Illinois state law, the Customer’s own local ordinances and databases, and the franchise agreements, contracts or bills between Customer and Providers are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits findings of monies paid, due, or potentially due to the Customer for review by the Customer (“Findings”). Where already allowable by existing Customer contracts or agreements or Federal, State, or local laws or ordinances, this Agreement authorizes Azavar to correct any prospective errors and make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 3 of this Agreement, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days.
  - (c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Agreement and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees that it shall not initiate or engage in any Audits, changes to any ordinances related to any Audits, or execution or renewal of any contracts or franchise agreements related to any Audits as contemplated under this Agreement without Azavar’s prior written consent.
  - (d) In order to perform the Audits, Azavar shall require full access to Customer records and Provider records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Providers. Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Providers when requested by Azavar. Customer shall notify Azavar of any Provider requested meetings with Customer and shall include Azavar in said meetings.
  - (e) During the course of each audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its participation for that specific Provider audit at no cost to the Customer and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar’s or Customer’s knowledge thereof.
  - (f) Customer acknowledges that each Provider is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a Provider will take to limit its responsibility or liability during the audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees on a time and materials basis for that audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits;
  - (g) The first audit start date is expected to be within no later than thirty (30) days from the date of this Agreement unless changed and approved by the Customer’s Audit Primary Contact and Liaison;
  - (h) Each audit is expected to last at least six (6) months. Each subsequent audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping audit work may take place at the discretion of Azavar. Audit timelines are set at the discretion of Azavar;

- (i) Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer's Primary Contact and Liaison and will occur approximately every quarter;
- (j) Jason Perry, Municipal Audit Program Manager, and Azavar specialists will be auditors under this agreement. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

1.2 Customer agrees to provide reasonable facilities, space, desks, chairs, telephone and reasonably necessary office supplies for Consultants working on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be the Audit Primary Contact and Liaison. The Customer's Audit Primary Contact and Liaison will be the final decision maker for the Customer as it relates to this audit and will meet with Azavar staff on a regular basis as necessary. Lack of participation of Customer staff, especially at critical milestones during an audit, will adversely affect the audit timeline and successful recovery of funds. Customer's staff shall be available for meetings and participation with Providers to properly verify records and recover funds.

2. **INDEPENDENT CONTRACTOR.** Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever. Customer shall designate Azavar as Power of Attorney with the Illinois Department of Revenue solely for the purpose of reviewing data provided by the Illinois Department of Revenue.

3. **PAYMENT TERMS.**

3.1 Customer shall compensate Azavar the fees set forth in this agreement on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Any invoice not disputed in writing by Customer within thirty (30) days after the receipt of such invoice shall be considered approved by the Customer. Customer shall remit payment to Azavar in accordance with the Local Government Prompt Payment Act. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice Azavar, at its discretion, may accelerate all payments due under this Agreement and seek recovery of all estimated fees due to Azavar based on Findings. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the customer. Contingency payment terms are outlined below. If Customer negotiates, abates, cancels, amends, delays, or waives, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below.

3.2 Customer shall pay Azavar an amount equal to forty-five (45) percent of any new revenues or prospective funds recovered per account or per Provider for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any retroactive funds, any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Provider. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Provider data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer.

3.3 As it pertains to Customer expenses, utility service bill and cost Audits, Customer shall pay Azavar an amount equal to forty-five (45) percent of prospective savings approved by Customer for thirty-six (36) months following the date savings per Provider is implemented by Azavar or Customer. In the event Azavar is able to recover any refunds or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of said refunds or credits recovered for or received by Customer from any Provider. All contingency fees paid to Azavar are based on determinations of savings by Azavar including Provider data and regulatory filings. All savings after the subsequent thirty-six (36) month period for each service provider individually will accrue to the sole benefit of the Customer.

4. **CONFIDENTIAL INFORMATION**

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party; and (iv) information subject to disclosure under Illinois' Freedom of Information Act (5 ILCS 140/1 *et seq.*).

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under the Statement of Work hereto.

5. **INTELLECTUAL PROPERTY**

- 5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.
- 5.2 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. **DISCLAIMER**

**EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.**

7. **TERMINATION**

- 7.1 Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.
- 7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.
- 7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), and Section 10 (Use of Customer Name) shall survive termination of this Agreement.

8. **NOTICES.** Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar  
General Counsel  
Azavar Audit Solutions, Inc.  
55 East Jackson Boulevard, Suite 2100  
Chicago, Illinois 60604

If to Customer  
City Attorney  
City of Belvidere  
401 Whitney Boulevard  
Belvidere, Illinois 61008

9. **ASSIGNMENT.** Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.
10. **USE OF CUSTOMER NAME.** Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.
11. **COMPLETE AGREEMENT.** This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.

CUSTOMER CITY OF BELVIDERE, ILLINOIS

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_