



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Alderman Clayton Stevens,	1 st Ward	Public Works Vice Chairman
Alderman Tom Porter,	1 st Ward	Finance/Personnel Vice Chairman; City-County
Alderman Daniel Snow,	2 nd Ward	BPZ Chairman; City- County Co-Chairman
Alderman Michael Borowicz,	2 nd Ward	Public Safety Vice Chairman; City-County
Alderman Wendy Frank,	3 rd Ward	City County Coordinating - Vice Co Chairman
Alderman Thomas Ratcliffe	3 rd Ward	Finance and Personnel Chairman
Alderman Ronald Brooks,	4 th Ward	Public Works Chairman
Alderman George Crawford	4 th Ward	Public Safety Chairman
Alderman Mark Sanderson,	5 th Ward	BPZ Vice Chairman
Alderman Marsha Freeman	5 th Ward	City-County Coordinating Committee

AGENDA

March 26, 2018
6:00 p.m.
City Council Chambers
401 Whitney Boulevard
Belvidere, Illinois

Call to Order – Mayor Mike Chamberlain:

Roll Call: Present: Absent:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.
2. Public Safety, New Business:
 - (A) One year anniversary recognition for Police Officer Danielak.
 - (B) One year anniversary recognition for Firefighter Mead.

3. Finance & Personnel, Unfinished Business: None.
4. Finance & Personnel, New Business:
 - (A) Parking Violations.
 - (B) Video Gaming Permit Fees.
5. Other:
 - (A) Farmington Ponds 2018 Maintenance Agreement.
 - (B) 2018 Tree Program Bid Tabulation.
 - (C) 2018 Mowing Program Bid Tabulation.
 - (D) Landscape Maintenance Bid Tabulation.
 - (E) 2018 Sidewalk Replacement Program.
 - (F) Executive Session to discuss Collective Bargaining Matters pursuant to Section 2 (c) (2) – IUOE; IAFF and FOP.
6. Adjournment:

Memo

To: Mayor and City Council

From: Mike Drella

CC:

Date: 03/21/2018

Re: Parking Violations

The Council has been discussing increasing fines for parking violations within the City. I am attaching an informal review of surrounding municipalities' fine structures for various parking offenses. We cannot get a true apples to apples comparison because each municipality has different parking regulations some of which are very complex. Some even have different fine amounts for different areas of the municipality (probably to account for high traffic areas).

However, the general parking violation fine seems to average about \$28.00. Many municipalities charge a late fee if the fine is not paid within a certain time. For those that do, the average seems to be about \$100.00. All Cities, including Belvidere, provide a mechanism whereby the defendant can pay the fine to the municipality and avoid court. That is the reason for a late fee. Then if it is not paid it either goes to administrative adjudication (if the municipality has adopted that, we have not) or to court.

Historically, if a person has not "settled" the ticket by paying it to the police department, my office has treated the parking ticket as a general offense under section 1-9 which has a minimum fine of \$100.00. Tickets have not been sent to court unless there are at least three unpaid tickets. Obviously, I do not request the full fine on all three. We will usually dismiss one or two and enter the fine on the others. Assessing the higher fine if it goes to court makes sense as we incur greater expenses in processing such cases. The City must prepare a complaint (Notice to Appear), serve it upon the defendant, process the paper work through the Circuit Clerk and City Clerk's offices and, of course, I must appear in court. Parking tickets, with the exception of Handicap Parking Tickets which by statute are processed a little differently, rarely go to court.

RECOMMENDATION: Modify Section 110-221 of the City Code, as set forth in the attached code amendment, to increase the general parking fine to \$25.00, \$35.00 if not paid within five days and not less than \$100.00 if a notice to appear is utilized and to increase the obstructing snow equipment violation to \$50.00 if paid prior to issuance of a notice to appear.

Sec. 110-221. - Parking violation penalty.

- (a) Any person accused of a violation of any provision of this article prohibiting parking of a vehicle in a designated area or restricting the length of time that a vehicle may be there parked, may settle the claim against him for such illegal parking by paying to the police department the sum as described in this subsection:

Violation	Settlement
Overtime parking; parking in loading zone; all other violations of this chapter, except obstructing traffic.	<p>\$7.00 \$25.00 if paid within five days <u>of ticket issuance</u>; \$35.00 if paid after five days but before arrest warrant or <u>notice to appear</u> is issued. An arrest warrant or <u>notice to appear</u> may be issued after ten days following the violation or sooner on the request of the defendant. <u>After a notice to appear is issued the minimum fine shall be as set forth in Section 1-9 of the City of Belvidere Municipal Code.</u></p>
Parking that is obstructing traffic, including all snow removal parking violations.	<p>\$28.00 \$50.00 if paid within five days <u>of ticket issuance</u> but before an arrest warrant or <u>notice to appear</u> is issued. An arrest warrant or <u>notice to appear</u> may be issued after five days following the violation or sooner on request of the defendant. <u>After a notice to appear is issued the minimum fine shall be as set forth in Section 1-9 of the City of Belvidere Municipal Code.</u></p>

- (b) All money so received shall be promptly turned over to the city treasurer to be used in a manner as provided for the disposition of fines for traffic violations.
- (c) The police department is authorized to refrain from instituting prosecution for the alleged offense involved in order to effectuate the purposes of this section. However, no such settlement may be made once a complaint has been filed with the circuit clerk.
- (d) This section shall not apply to persons parking a vehicle so as to obstruct the entrance or exit to any place where police or fire department apparatus or other emergency equipment is kept or housed, or so as to block any emergency equipment from or emergency entrances to any hospital, nor shall this section apply to any person charged with parking a vehicle so as to entirely obstruct traffic in any street or alley, or parking in such a way as to reduce traffic on an arterial street to one-way traffic only; nor to any person who refuses to move a vehicle illegally parked at the request of any police officer.
- (e) If the vehicle was towed or stored pursuant to section 110-291 et seq., the claim may be settled and compromised only on payment of all storage, towing, notice and other reasonable costs, in addition to the sums specified above.

(Code 1982, § 74.20; Ord. No. 923F, § 1, 12-19-94; Ord. No. 209G, § 1, 4-6-98)

Parking Ticket Comps

	General Fine	Late Payment	Snow	Fire Lane & Permit Violations	Handicap Parking
Belvidere	\$ 7.00	\$ 12.00	\$ 28.00		\$ 250.00
Rockford	\$ 20.00			\$50.00	\$ 250.00
Loves Park	\$ 25.00	\$50.00	\$ 25.00		\$ 250.00
Roscoe	\$ 30.00		\$ 50.00	\$ 100.00	\$ 300.00
Sycamore	\$ 25.00				\$ 250.00
Elgin	\$ 50.00	\$250		\$ 350.00	\$ 250.00
Harvard	\$ 20.00	for 2 hour parking. Other fines are all over the board			
South Beloit	\$ 10.00	\$ 18.00			\$ 250.00
McHenry	\$ 25.00	\$ 50.00		\$ 100.00	\$ 250.00
Freeport	\$ 20.00	to \$200	\$ 40.00	to \$400	\$ 250.00
Crystal Lake	\$ 20.00	\$ 100.00	\$100	to \$1000	\$ 250.00
Lake in the Hills	\$ 25.00	Up to \$500.00			\$ 250.00
Poplar Grove	\$ 50.00		Not to exceed \$750.00		\$ 250.00
Machesney Park	\$ 50.00	\$ 200.00			\$ 250.00
Average	\$ 28.46	\$ 101.14 for those that have it			

(\$200.00 for truck parking in residential)

Different fines for different areas of town very confusing

500 if 30 days late
Also confusing fine structure 2 hour parking is \$10 to \$200
Many areas of City are minimum \$50.00

if late \$300

Memo

To: Mayor and Becky Tobin
From: Mike Drella
CC: Shauna Arco
Date: 03/21/2018
Re: Video Gaming Permit Fees

Attached is an informal analysis I performed of area video gambling fees charged by home rule municipalities. Non-home rule municipalities are limited to charging \$25.00 per machine. There is no limit upon home rule municipalities. We currently charge \$100.00 per machine.

The spreadsheet is currently sorted lowest to highest based upon the cost of a terminal permit. I included additional information as some municipalities charge a fee for each location in addition to the terminal permits (at least one municipality places that cost on the terminal operator). Others, charge an operator permit which permits that operator for all locations in the municipality.

The last column is a total. Please note that it does not include operator permits. Also, those municipalities that have a lower renewal fee are not included in the total column.

2017-2018 Video Gaming Receipts

	NTI	State / Municipal Share	Owner's Share	Average Per Machine
A&D Gaming LLC	\$ 571,331.02	\$ 171,400.20	\$ 199,965.41	\$ 39,993.08
AGP 18 Gaming LLC	\$ 233,805.55	\$ 70,142.21	\$ 81,831.67	\$ 16,366.33
Annas Café LLC	\$ 396,505.25	\$ 118,951.93	\$ 138,776.66	\$ 27,755.33
Belvidere Moose	\$ 21,040.43	\$ 6,312.30	\$ 7,364.07	\$ 2,454.69
Buchanan Street Pub	\$ 340,874.49	\$ 102,263.02	\$ 119,305.74	\$ 23,861.15
Bush Gardens	\$ 156,957.66	\$ 47,087.85	\$ 54,934.91	\$ 10,986.98
CL Quick Stop	\$ 706,649.82	\$ 211,995.52	\$ 247,327.15	\$ 49,465.43
C& D Waterfall	\$ 196,652.36	\$ 58,996.22	\$ 68,828.07	\$ 13,765.61
David Lee Sipe Sr.	\$ 71,570.95	\$ 21,471.69	\$ 25,049.63	\$ 5,009.93
Dodge Lanes	\$ 153,608.19	\$ 46,083.14	\$ 53,762.53	\$ 10,752.51
Dollar Bar LLC	\$ 102,223.93	\$ 30,667.33	\$ 35,778.30	\$ 7,155.66
Gallano-Concordia LTD	\$ 327,441.86	\$ 98,861.25	\$ 114,290.31	\$ 22,858.06
Goldfish Gaming	\$ 205,359.82	\$ 61,608.21	\$ 71,875.81	\$ 14,375.16
Grampas	\$ 333,576.73	\$ 100,073.70	\$ 116,751.52	\$ 23,350.30
Illinois Café & Serfice	\$ 644,303.01	\$ 193,291.50	\$ 225,505.76	\$ 45,101.15
La Canasta Supermercado	\$ 10,388.17	\$ 3,116.51	\$ 3,635.83	\$ 908.96
Lacey's Place LLC	\$ 366,447.32	\$ 109,934.75	\$ 128,256.29	\$ 25,651.26
LCI Highland of Illinois	\$ 87,581.13	\$ 26,274.46	\$ 30,653.34	\$ 6,130.67
NGK Belvidere LLC	\$ 161,298.32	\$ 48,390.02	\$ 56,454.15	\$ 14,113.54
Pinewoods Restaurant Group	\$ 694,574.35	\$ 208,372.94	\$ 243,100.71	\$ 48,620.14
Speedway LLC	\$ 70,109.20	\$ 21,032.84	\$ 24,538.18	\$ 4,907.64

Summary of Area Home Rule Video Gaming Fees

Municipality	Terminal Permit	Location Permit	Operator Permit	Total Possible per year per establishment
Batavia	\$ 25.00			\$ 1,125.00
Freeport	\$ 50.00 for 1st 10 thereafter	\$ 1,000.00	\$ 200.00	\$ 90.00
Belvidere	\$ 100.00			\$ 500.00
Sycamore	\$ 100.00			\$ 500.00
St. Charles	\$ 100.00	\$ 1,000.00 renewal 500		
Oswego	\$ 250.00 50 after 1st			\$ 450.00
Carpentersville	\$ 250.00 50 after 1st			\$ 450.00
East Dundee	\$ 250.00			\$ 1,250.00
Decatur	\$ 250.00			\$ 1,250.00
West Dundee	\$ 250.00	\$ 1,000.00		\$ 2,250.00
Hoffman Estates	\$ 400.00		\$ 1,000.00	\$ 2,000.00
Crystal Lake	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00
Algonquin	\$ 500.00			\$ 2,500.00
Huntley	\$ 500.00	\$ 1,000.00		\$ 3,500.00
DeKalb	\$ 500.00 250 Renewals			
Woodstock	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00
Tinley Park	\$ 1,000.00			\$ 5,000.00

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 3/20/2018
Re: Farmington Ponds 2018 Maintenance Agreement

Attached is the proposal from Lakeland Biologists for the 2018 maintenance of the Farmington Ponds.

The following is a comparison of costs from previous agreements:

Item	2015 Cost	2016 Cost	2017 Cost	2018 Cost
1. Inspection, Cleanup & Litter Removal	\$110.00ea	\$110.00	\$110.00	\$110.00
2. Chemical Treatment	\$260.00ea	\$265.00	\$265.00	\$265.00
3. Chemicals				
Aquathol	\$153.00/gal	\$130.00/gal	\$132.00/gal	\$132.00/gal
Cutrine Ultra	\$58.00/gal	\$60.00/gal	\$60.00/gal	\$60.00/gal
Reward	\$190.00/gal	\$175.00/gal	\$175.00/gal	\$175.00/gal
Navigate	\$4.20/lb	\$4.40/lb	\$4.45/lb	\$4.50/lb
Enzymes	\$80.00/gal	\$80.00/gal	\$80.00/gal	\$80.00/gal
Dye	\$45.00/qt	\$48.00/qt	\$48.00/qt	\$48.00/qt
DMA-4			\$33.00/gal	
4. Mileage (per trip)	\$45.00/ea	\$50.00/ea	\$50.00/ea	\$50.00/ea
5. Total Cost	\$12,471.97	\$17,226.36	\$15,243.82	\$14,995.00

I would recommend entering into an agreement with Lakeland Biologists for the 2018 Farmington Ponds Maintenance Program at an estimated cost of \$15,000.00, based on their proposal dated January 30, 2018. This work will be paid for from the Farmington Ponds Special Service Areas. The maintenance budget for the Farmington Ponds is \$17,000.00.



2018 AQUATIC PLANT MANAGEMENT AGREEMENT

THIS AGREEMENT, is made between Lakeland Biologists LLC, located at 405 Travis Lane, Waukesha, Wisconsin 53189 and City of Belvidere, Belvidere, Illinois (hereinafter called "Customer"). For and in Consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **AGREEMENT:** Lakeland Biologists hereby agrees to provide "Herbicide/Algaecide Control of aquatic plants and/or algae" for the benefit of Customer, and Customer hereby accepts such services in the water area described as: four ponds within the Farmington Hills Development "Herbicide/Algaecide control of aquatic plants and/or algae" as used herein shall mean the application of herbicides or algaecides (treatments) to control and reduce the excessive growth of submerged water plants and/or algae in the water. "Submerged aquatic plants" as used herein shall mean those plants which have leaves or other foliage beneath the water surface through which herbicides can be introduced into the plant system; such term excludes plants known as cattails, reeds, rushes, water lilies, floating duckweed, watermeal, or planktonic algae unless specifically provided herein.

2. **TERM OF AGREEMENT:** The terms of this agreement shall cover from the date of the first application and/or continue until date specified: November 1, 2018.

3. **SERVICES PROVIDED:** Lakeland Biologists shall supply all necessary labor, materials, equipment, and technical advice in providing "Aquatic Management Services" to Customer's pond/lake. This includes the application of aquatic algaecides and herbicides to maintain and improve water quality.

Customer shall provide a suitable boat-launching site and pay any applicable launching fees necessary to provide "Aquatic Management Services" in said water area.

4. **COST AND TERMS OF PAYMENT:** The cost to the Customer for all management in the 2018 calendar year supplied by Lakeland Biologists will not exceed \$ 14,995.00. The application charge is based on acres treated. Herbicide/Algaecide costs are based on the amount of herbicides/algaecides used.

_____(Customer initials) I approve the accompanying estimate # 4013.

Mileage/Travel Fee charged to the customer at \$ 50.00 per visit. Payments made by Customer to Lakeland Biologists for services require balance due no later than 30 days following receipt of invoice. Late Payment will be subject to a service charge of 1.5% per month (18% Annual Percentage Rate) after 10 days. The Customer agrees to reimburse Lakeland Biologists for any expenses incurred by Lakeland Biologists in protecting and/or enforcing its rights under this agreement in the event of any default by the customer. Expenses include, without limitation, reasonable attorney fees, legal expenses, and other costs of collection.

Customer Signature: _____

Date: _____

5. PERMIT: It is understood between the parties that certain state and /or local permits may be necessary prior to the commencement of "Aquatic Management Services", and the provisions of the Agreement are subject to all terms and conditions of any such permits and applicable state and/or local laws or regulations. Customer shall apply for and be responsible for all necessary permits. Lakeland Biologists will cooperate with Customer in obtaining and completing such applications and submit them to the Wisconsin DNR, if necessary. Customer agrees to pay the cost of any permit fees, if applicable.

6. LIABILITY: It is specifically understood that Lakeland Biologists shall not be liable for any personal injury and/or property damage resulting from exposure or use; either by drinking, spraying or otherwise of chemically treated water. It is further understood that although precautions are taken to prevent the loss of fish life, that some fish loss may occur and that Lakeland Biologists is not liable. Lakeland Biologists is responsible for its own personnel on the water during the Term of Agreement.

7. PROFESSIONAL EXPECTATIONS, CONSIDERATIONS, AND WARRANTY: Lakeland Biologists is fully aware and appraised of all rules and laws that are applicable to the storage, transportation, handling, applications, and disposal of aquatic herbicides. Lakeland Biologists is expected to perform all work in compliance with all rules, laws, and directives provided by the state and federal registered labels attached to the herbicides used to complete this work. Furthermore, Lakeland Biologists shall be required to meet or exceed the requirements of all applicable laws, rules, permits, and labels. Failure to meet any of these minimum requirements shall be considered as non-performance of the stated work. All persons involved in the handling and application of the herbicides used to complete this work shall have been trained, licensed, certified, and insured in the proper use and handling of these compounds. Furthermore, they shall comply with the requirements of the pesticide label relative to the wearing of protective clothing and devices. No other warranties or guarantees are given or implied.

8. WARNING SIGNS: Lakeland Biologists/Customer will post the required warning signs for the herbicide treated water unless specifically directed not to.

9. CUSTOMER AUTHORIZATION: Customer represents and warrants that the Customer has duly authorized this Agreement, and that the persons executing this Agreement have the authority to execute this Agreement on Customer's behalf.

10. MISCELLANEOUS: This Agreement shall be construed under and in the Courts of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties, and the properly authorized representatives, successors, and assigns may amend it only in writing. This Agreement shall work to the benefit of and be binding upon the parties hereto, their respective personal representatives, successors, and assigns.

THIS AGREEMENT shall become invalid if not signed and returned to Lakeland Biologists within 30 days.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this _____ day of _____, 2018.

LAKELAND BIOLOGISTS

CUSTOMER NAME & TITLE

By: _____

By: _____

ASSOCIATION/PROPERTY NAME: _____

Date: _____

Date: _____



Lakeland Biologists

Pond and Lake Management, Consulting, and Supplies

405 Travis Lane, Waukesha WI 53189
 Phone: 262-522-2822 Fax: 262-522-2823
 Info@lakelandbiologists.com

Estimate

Date	Estimate #
1/30/2018	4013

City of Belvidere
 Brent Anderson
 401 Whitney Blvd. Suite 200
 Belvidere, IL 61008

Description	Qty	Total
Estimate for pond maintenance at the Farmington Hills development-- Belvidere, IL. 2018 (4 Ponds) Estimated Pond Management to include: Application of pond dye, weed/algae treatments, litter removal, and routine maintenance on all aeration equipment. The following is our 2018 prices: Aquathol K \$132/gal. Cutrine Ultra \$60/gal. Reward \$175/gal. Navigate \$4.50/lb Harmony Water Treatments - Concentrated Enzymes \$80/gal. Harmony Water Treatments - Concentrated Blue Pond Dye \$48/Qt or 3 pack dry Inspection, Litter Removal, Pond Dye Application \$110/per visit Boat Algaecide/Herbicide Application \$265 per pond application (discounts applied for multiple boat treatments on same visit) Mileage Charge \$50/visit Estimate Good Through May 1st, 2018 Signed Estimate and 2018 Lakeland Biologists Pond Management Agreed Required.		14,995.00
Subtotal		\$14,995.00
Signature required for approval.		Sales Tax (0.0%) \$0.00
Please email to: reid@lakelandbiologists.com		Total \$14,995.00

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 3/16/2018
Re: 2018 Mowing Program – Bid Tabulation

The following bids were received for the mowing of Water Department properties, Public Works properties and the Farmington Ponds:

- | | |
|--|--|
| 1. LawnCare by Walter, Inc.
4235 S Perryville Rd
Cherry Valley, IL 61016 | Water: \$380.00 per mowing, \$610 herbicide
Public Works: \$700.00 per mowing, \$1,470 herbicide
Ponds: \$225.00 per mowing, \$735 herbicide |
| 2. Lawn Maintenance Services, Inc.
3344 Garden Prairie Road
Garden Prairie, IL 61038 | Water: \$400.00 per mowing, \$350 herbicide
Public Works: \$460.00 per mowing, \$450 herbicide
Ponds: \$258.00 per mowing, \$200 herbicide |

Based on review of the bids, I would recommend the following:

Approval of the low bid from LawnCare by Walter, in the amount of \$380.00 per mowing, for the mowing of Water Department Sites. This work will be paid from Water Department Line Item #61-5-810-6040.

- 2017: \$380.00 per mowing
- 2016: \$355.00 per mowing
- 2015: \$190.00 per mowing

Approval of the low bid from Lawn Maintenance Services, in the amount of \$460.00 per mowing, for the mowing of the Public Works Sites. This work will be paid from Street Department Line Item #01-5-310-6002.

- 2017: \$448.00 per mowing
- 2016: \$400.00 per mowing
- 2015: \$190.00 per mowing

Approval of the low bid from Lawn Maintenance Services, in the amount of \$258.00 per mowing, for the Farmington Ponds. This work will be paid from the Farmington Pond Maintenance Fund.

- 2017: \$258.00 per mowing
- 2016: \$256.00 per mowing
- 2015: \$120.00 per mowing

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 3/16/2018
Re: Landscape Maintenance Bid Tabulation

The following bids were opened today for the 2018 landscape maintenance program:

- | | |
|--|-------------|
| 1. LawnCare by Walter, Inc.
31745 North Alleghany Road
Grayslake, Illinois 60030 | \$20,416.00 |
| 2. Area Services, Inc.
11801 Slough Road
Garden Prairie, IL 61038 | \$24,326.00 |
| 3. Lawn Maintenance Services, Inc.
3344 Garden Prairie Road
Garden Prairie, IL 61038 | \$29,682.00 |

I would recommend approval of the low bid from LawnCare by Walter, in the amount of \$20,416.00, for the 2018 landscape maintenance program. This work will be paid for from Street Department Line Items #01-5-310-6002 and #01-5-310-6826.

2017 Price: \$21,018.00

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 3/16/2018
Re: 2018 Sidewalk Replacement Program

Seven bid packets were sent out and the following bid was received for the City's annual sidewalk replacement program:

Bidder	Amount
1. Alliance Contractors Inc. 1166 Lake Avenue Woodstock, IL 60098	\$70,350.00

I would recommend approval of the low bid from Alliance Contractors, in the amount of \$70,350.00, for the City's annual sidewalk program. The unit prices are \$11.00/sf for removal and replacement of 4" sidewalk and \$16.00/sf for removal and replacement of 6" sidewalk. This work will be paid for from Line Item #01-5-310-6003.

2017 unit prices: \$6.30/sf for 4" and \$6.55/sf for 6"

2016 unit prices: \$5.65/sf for 4" and \$5.70/sf for 6"

2015 unit prices: \$5.55/sf for 4" and \$5.65/sf for 6"