



City Council  
**COMMITTEE OF THE WHOLE**  
*City of Belvidere, Illinois*

Alderman Sheryl Prather	Chairman Building
Alderman Natalie Mulhall	Vice-Chairman Building
Alderman Ric Brereton	Chairman Finance and Personnel
Alderman Wendy Frank	Vice -Chairman Finance and Personnel
Alderman Tom Porter	Chairman Planning & Zoning
Alderman Mike McGee	Vice-Chairman Planning & Zoning
Alderman Clayton Stevens	Chairman Public Safety
Alderman Matthew Fleury	Vice-Chairman Public Safety
Alderman Marsha Freeman	Chairman Public Works
Alderman Daniel Snow	Vice-Chairman Public Works

**AGENDA**

April 24, 2023  
6:00 p.m.  
City Council Chambers  
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.
2. Public Safety, New Business:
  - (A) Police Department - Update.
  - (B) Police Department - Ordinance Authorizing Sale of Squad Cars.
  - (C) Police Department - Vacation Time Carry-Over.

- (D) Fire Department - Update.
- (E) Fire Department - Authorization to hire a Fire Inspector.
- (F) Fire Department - Authorization to fill firefighter upcoming vacancy.
- (G) Fire Department - Vacation Time Carry-Over.
- (H) Fire Department - Apollo Response.
- (I) Special Olympics Athlete Parade Request.
- (J) Block Party Request Cloverdale Way.
- (K) Block Party Request 407 E. 4<sup>th</sup> Street.

3. Finance & Personnel, Unfinished Business: None.

4. Finance & Personnel, New Business:

- (A) Finance Department - Update.

5. Other:

- (A) Public Works - Farmington Ponds 2023 Maintenance Agreement.
- (B) Public Works - General Mills Park Basketball Court Bid Tabulation.
- (C) Public Works - Tornado Sirens 2023 Maintenance Agreement - Braniff Communications.
- (D) Planning & Zoning - Comprehensive Plan Agreement for Professional Services - Houseal Lavigne Associates, LLC.
- (E) Solid Waste Collection.

6. Adjournment:

# *Belvidere Police Department*



Shane Woody - Chief of Police

Matthew Wallace - Deputy Chief, Investigations

Patrick Gardner - Deputy Chief, Patrol

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615 N. Main Street - Belvidere, IL 61008 - Phone 815-544-9626 - Fax 815-544-9603 - [www.ci.belvidere.il.us](http://www.ci.belvidere.il.us)

Date: April 24, 2023

To: Mayor Morris and City Council

From: Chief Shane Woody

Re: Ordinance Authorizing Sale of Squad Cars

Mr. Mayor and City Council,

Before you is an ordinance requesting to sell surplus police department vehicles. These vehicles have no operational value and are currently utilizing valuable storage space.

1. 2008 Dodge Durango – 190,000 miles, undercarriage rusted through.
2. 2016 Kia Sorento – cracked engine block, 11,000 to fix. 10,300- 12,300 KBB value.
3. 2004 Dodge Intrepid – old VIP car won't start without mechanical work.
4. 2009 Dodge Charger – old VIP car won't start without mechanical work.
5. 2006 Cherokee TT – old FEMA trailer that has been gutted
6. 2016 Dodge Charger – 87,600 actual miles, 12,000 engine hours = 360,000 engine miles

**Motion: To authorize the Mayor, or his designee, to sell the Vehicles identified in Exhibit A by any means authorized by State Statute, including but not limited to an internet auction site, other auction methods, or trade in for new vehicles.**

ORDINANCE #

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY  
(POLICE DEPARTMENT VEHICLES)

WHEREAS, the City of Belvidere Police Department is in possession of certain used vehicles, described in Exhibit A that are no longer needed or useful; and

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

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

NOW THEREFORE IT IS ORDAINED by the CITY COUNCIL of the City of Belvidere, Boone County Illinois, as follows:

**SECTION 1:** The foregoing recitals are incorporated herein as if fully set forth.

**SECTION 2:** The Mayor, or his designee, is authorized and directed to sell the Vehicles identified in Exhibit A by any means authorized by State Statute, including but not limited to an internet auction site, other auction methods, or trade in for new vehicles.

**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 from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Ayes:

Nays: .

Absent: .

APPROVED:

Mayor Clinton Morris

(SEAL)

ATTEST: City Clerk Sarah Turnipseed

Passed:  
Approved:  
Published:

EXHIBIT A

1. 2008 Dodge Durango 1D8DB38NX8F155794
2. 2016 Kia Sorento 5XYPGDA55GG139234
3. 2004 Dodge Intrepid 2B3HD46VX4H701956
4. 2009 Dodge Charger 2B3KA43V29H523924
5. 2006 Cherokee TT 4X4TCKD265P094681
6. 2016 Dodge Charger 2C3CDXKT3GH273123



# BELVIDERE POLICE

*Matthew Wallace*  
**Deputy Chief—Investigations**

*Shane Woody*  
**Chief of Police**

*Patrick Gardner*  
**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: April 18, 2023**  
**RE: Vacation Time Carry-Over**

**Detective KC Brox**

Detective KC Brox is on medical leave which will continue through FY23 on April 30, 2023. She currently has 19.0 hours of remaining vacation time. I am requesting that this balance be carried over into FY24 due to her medical leave which prevents her from using these hours.

**Sergeant David Bird**

Sergeant Bird attended the Northwestern University School of Police Staff and Command from February 6 – April 28, 2023. Due to his required attendance at the training, he was unable to use 37.25 hours of remaining vacation time. I am requesting that these hours be carried over into FY24.

**Officer Jonathan Hernandez**

Officer Jonathan Hernandez, who was hired on January 6, 2023 has been attending Basic Law Enforcement training at SLEA from January 9 – April 28, 2023. Due to his required attendance, he has not been able to use the 24 hours of accumulated holiday time. I am requesting that these hours be carried over into FY24.

**Motion: To authorize the carryover of unused vacation/holiday time in FY23 to FY24 as shown below:**

Detective KC Brox	19.0 hours
Sergeant David Bird	37.25 hours
Officer Jonathan Hernandez	24.0 hours

SW/sd



**BELVIDERE  
FIRE  
DEPARTMENT**

**123 S. State St.  
Belvidere, IL 61008**

**From the Office of the Fire Chief**

**(815)544-2242**

**Fax (815)544-2278**

## Memorandum

<b>From:</b>	Chief Schadle	<b>Today's Date:</b>	04/24/2023
<b>To:</b>	Mayor and Council	<b>Subject:</b>	Full Time Inspector

Dear Mayor and Council,

Upon becoming Fire Chief, I had identified three (3) immediate priorities to accomplish to ensure we were able to maintain our promise to our citizens to provide excellent service.

1. Replace our engine prior to failure
2. Change over our records management system
3. Hire a Full-Time Inspector

With your help, we have completed purchasing a new engine, and updating our records management software. Now, hiring a full-time Inspector is the request I bring before you tonight.

As you may recall, this new position is included in the FY 24 budget.

Enclosed in your packet is information on the justification of need and the Inspector job description including salary.

Therefore, I respectfully request the following motion:

*Motion to authorize the City to hire one full time non-sworn Fire Department Inspector.*

Respectfully Submitted,

Chief Shawn Schadle





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FIRE  
DEPARTMENT**

**123 S. State St.  
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Fire Chief and Administration Offices

(815)544-2242

Fax (815)544-2278

DATE: 04/24/2023

TO: Mayor and Council  
FROM: Capt. Letourneau  
RE: Fire Department Inspector Need

It is our Mission to serve our community by providing emergency rescue and fire protection services that exceed expectations; to be there for the community at their greatest times of need. Inspections supports our Mission by identifying and correcting problems that may lead to a fire, delaying notification of a fire and removing any obstacles that may impede or block egress from a building. Our goal is to decrease the number and severity of all fires and hazards for the community. We believe that this can be accomplished through an active fire code enforcement program, fire safety plan reviews and cooperation from the community.

The City of Belvidere currently has over 600 buildings which should be inspected on a regular basis in accordance with 2015 IFC, International Fire Code.

Multi-family structures with common hallways: 140 Churches: 19  
Daycares: 24  
Schools: 8  
Commercial: 349  
Industrial: 85  
Total: 628 buildings

Our current Inspection Team is no longer able to meet the demands of our community nor fully support our Mission by identifying and correcting problems that may lead to a fire, delay notification of a fire and remove any obstacles that may impede or block egress from a building. We simply cannot inspect over 600 buildings in the City of Belvidere on a regular basis in accordance with 2015 IFC.

Due to limited resources, priorities have been set to preplan and inspect target hazards. These occupancies present a higher risk for Civilian and/or Firefighter injury or loss of life. Examples include Assembly/High Occupant Load, Health Care, Educational, Hazardous Materials, etc. The inspection team excels at quickly and efficiently reviewing plans and inspecting new construction and remodels allowing new business to open in a timely manner. Currently our team is working on about 32 new projects including Project Kelly & Yukon. Unfortunately, focusing on the above-mentioned leaves us limited time to follow up on deficient systems and regular inspections of the remainder of the City's occupancies.



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Out of 628 systems, 79 are deficient and 289 are past due. Brycer is a great asset but unfortunately does not add value of an in-person inspection which can identify blocked exits, housekeeping, and alterations; or assist the building owner to understand options for compliance. It also does not aid in code enforcement of deficiencies.

Deficiencies could be:

- Sprinkler system
- Fire alarm
- Hood suppression system
- Commercial kitchen exhaust cleaning
- Paint spray booth suppression
- 5-year sprinkler test
- Private fire hydrant
- Fire pump
- Special suppression

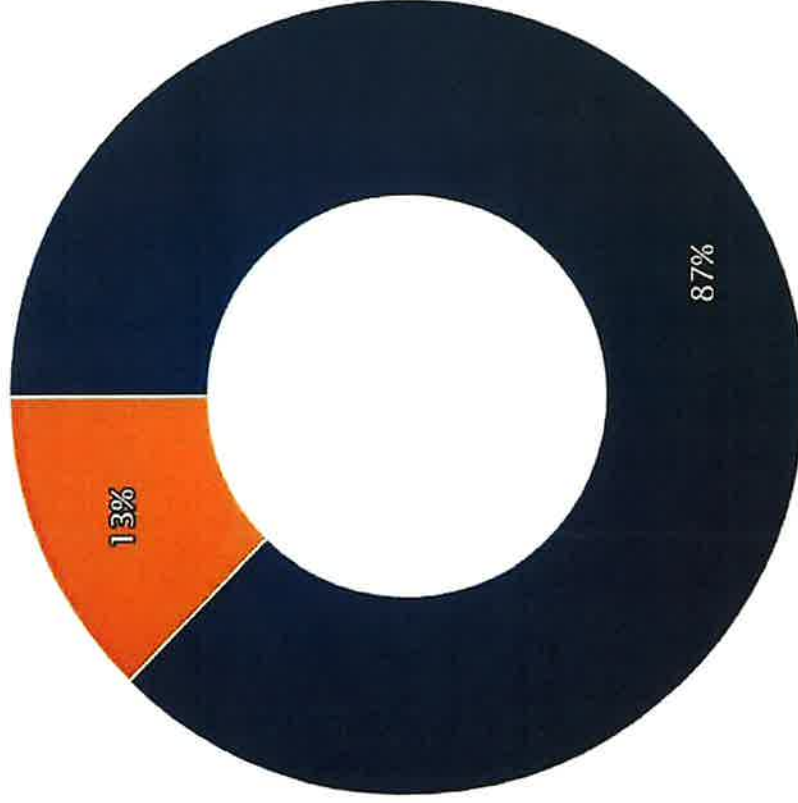
Our inspectors and duty crews have done and continue to do an amazing job at preplanning and inspecting high hazard occupancies both on and off duty. The Belvidere Fire Department has seen an increase in the number of scheduled inspections, construction inspections, and plan reviews. Our inspection team has learned that most people want to do the right thing, but sometimes they don't know what the right thing is.

Respectfully Submitted,

Capt. Chris Letourneau  
Inspections Coordinator

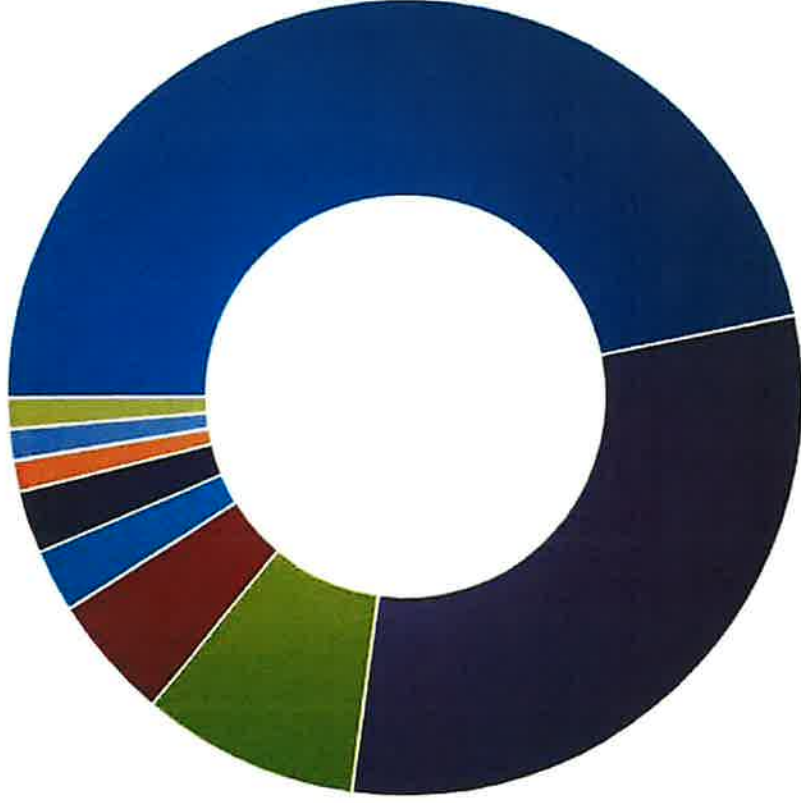
## Compliant vs. Deficient Systems

Compliant (549)  
Deficient (79)



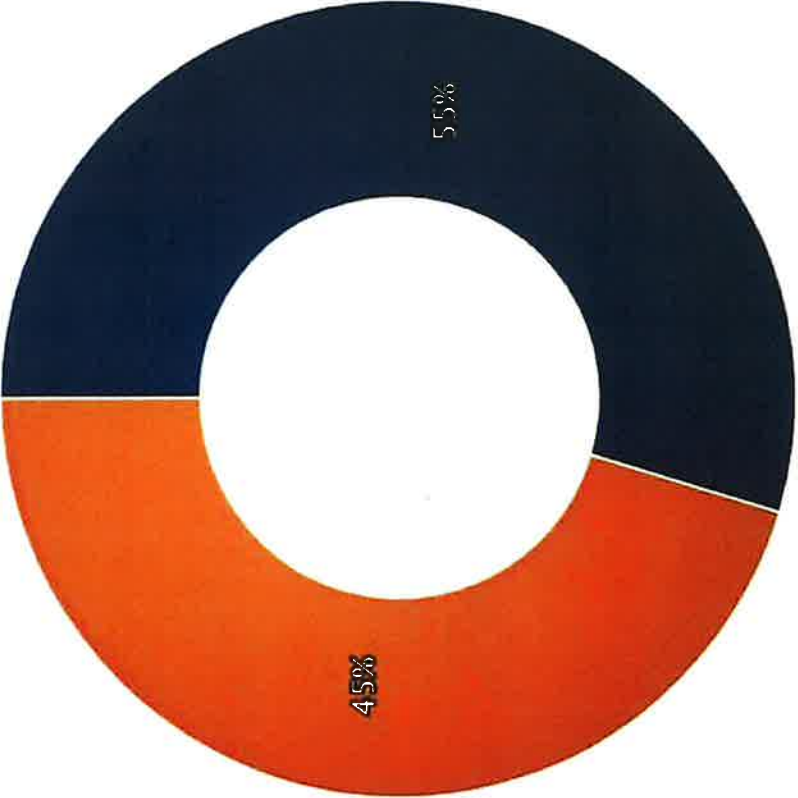
# Deficient Systems by System Type

- SPRINKLER SYSTEM (37)
- FIRE ALARM (24)
- HOOD SUPPRESSION SYSTEM (7)
- COMMERCIAL KITCHEN EXHAUST CLEANING (
- FIRE PUMP (2)
- SPECIAL SUPPRESSION (2)
- 5 YEAR SPRINKLER (1)
- PRIVATE FIRE HYDRANTS (1)
- PAINT/SPRAY BOOTH SUPPRESSION (1)



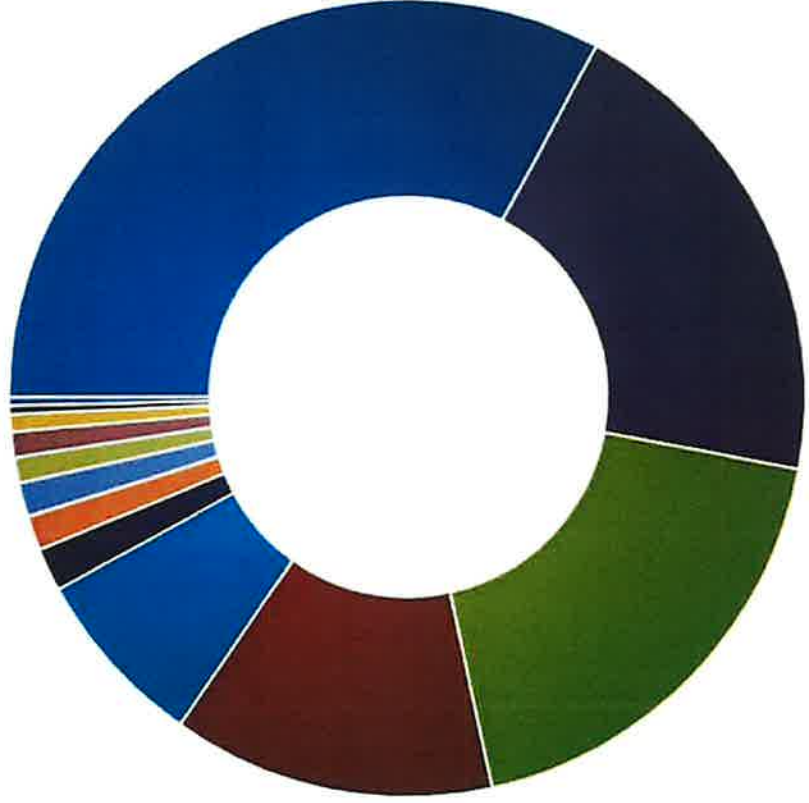
# Current vs. Past Due Systems

■ Current (349)  
■ Past Due (289)



# Past Due by System Type

- FIRE ALARM (95)
- COMMERCIAL KITCHEN EXHAUST CLEANING (38)
- SPRINKLER SYSTEM (54)
- HOOD SUPPRESSION SYSTEM (38)
- PRIVATE FIRE HYDRANTS (21)
- PAINT/SPRAY BOOTH SUPPRESSION (5)
- EMERGENCY POWER GENERATOR (4)
- FIRE PUMP (4)
- FIRE ESCAPE (3)
- STANDPIPE (3)
- SMOKE CONTROL SYSTEM (2)
- 5 YEAR STANDPIPE (1)
- SPECIAL SUPPRESSION (1)





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**Fire Chief and Administration Offices**

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**DRAFT: Fire Department Inspector Job Description**

**DESCRIPTION:**

The City of Belvidere, Illinois, is seeking a full-time fire inspector. The purpose of this position is to enforce the compliance of all fire and life safety municipal codes, to decrease the risks of fire, hazards and conditions detrimental to life or health and to educate the public on fire safety. This is accomplished by conducting inspections and re-inspections of all occupancies, conducting inspections during various phases of new construction, reviewing construction and life safety system plans, and investigating and mediating complaints of hazardous conditions. Additional duties include completing pre-plans, inspection reports, maintaining files and entering data, testifying in court if required, and meeting with business owners, builders, contractors, vendors and government officials. The candidate will work under the supervision and direction of the Fire Department Inspections Coordinator. To succeed in this role the ideal candidate will need to effectively communicate to a full range of people and show the ability to problem solve efficiently. We are looking to add a team member capable of prioritizing multiple projects and will need to shift gears comfortably and work cooperatively with others.

**JOB DUTIES:**

1. Responsible for understanding and applying the City of Belvidere Code of Ordinances and any adopted codes and ordinances.
2. Performs inspections and fire systems tests of new and existing buildings to ensure compliance with fire and life safety codes.
3. Organizes daily work schedule and completes designated or scheduled inspections and/or assignments.
4. Investigates complaints and performs inspections as required to promote safety and prevent fire hazards. Also responsible for contacting and notifying responsible parties involved and assisting in resolving all code infractions to ensure compliance with codes and ordinances.



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5. Provides technical assistance, correspondence, and/or notices to the general public, City personnel, property owners, and contractors.
6. Issues warning notices, tickets and citations as directed, involving violations of City of Belvidere Code of Ordinances, and/or other related Municipal adopted ordinances and codes. Maintains documentation and appears in court as necessary.
7. Reviews job site plans/drawings for any discrepancy or deviation from City approved plans/drawings.
8. Utilizes special tools, instruments, equipment, etc. as necessary in fulfilling job duties or assigned tasks, as directed.
9. Attends educational courses and seminars as needed in order to maintain certifications and licenses, or as directed.
10. Creates and verifies fire department preplans, and provides training to personnel on preplans
11. Performs other duties as assigned.

**SCHEDULE:**

The fire department inspector will work 40 hours per week. The daily schedule will depend on the needs of the department in accordance with the City of Belvidere Personnel Policy.

**QUALIFICATIONS:**

- Associate's degree in fire science, building technology or closely related field.
- A minimum of two years of fire prevention or inspection experience.
- Certification in Fire Inspector I with the International Code Council or ability to obtain within one year date of hire.
- Experience in a position involving customer service and customer complaint investigation skills.
- Possession of a valid driver's license and clean driving record.





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- Proficiency with current computer software systems, including email, calendar programs, job specific software, and customer service systems or the ability to learn and utilize such systems.
- Ability to pass a drug and background test.

**WORKING CONDITIONS/PHYSICAL REQUIREMENTS:**

1. Capable of climbing ladders, stairs, scaffolding, ramps, stairwells, etc.
2. Capable of stooping, crawling, bending the body downward and forward by bending spine at the waist, bending the body forward and downward by bending leg and spine, moving about on hands and knees or hands and feet, extending arm(s) and hand(s) in any direction; seizing, holding, grasping, turning with hands; picking, pinching, or otherwise working with fingers; maintaining body equilibrium to prevent falling when walking, running, standing, or crouching.
3. Capable of withstanding heights, walking on roofs, maneuvering around and/or through obstacles, construction materials, manufactured materials and/or equipment when necessary to perform inspections.
4. Capable of operating instruments, tools, and equipment that are job related and/or as directed.
5. Lifting and carrying up to 25-pound weights occasionally.
6. Able to perform duties outside in inclement weather.

**SALARY/BENEFITS:**

Annual Salary: \$56,365. The City of Belvidere offers a comprehensive and competitive benefits package.

**SELECTION PROCESS:**

Candidate screening process may consist of an application review, skills testing, employability assessment, interviews, reference checks, and other job-related testing or verifications. Chosen



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candidates will be subject to a background and criminal history investigation and qualifying pre-employment medical examination and drug screen.

The City of Belvidere is an equal opportunity employer. Reasonable accommodation is available upon request.

**END**



**BELVIDERE  
FIRE  
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**123 S. State St.  
Belvidere. IL 61008**

From the Office of the Fire Chief

(815)544-2242

Fax (815)544-2278

## Memorandum

<b>From:</b>	Chief Schadle	<b>Today's Date:</b>	04/24/2023
<b>To:</b>	Mayor and Council	<b>Subject:</b>	Upcoming FF Vacancy

Dear Mayor and Council,

Captain Chad Cunningham's last shift with the Fire Department will be Friday, June 2nd, 2023. We will have an open house in his honor of his 21 years of service at Station 1 from 12:00-2:00pm.

His retirement will cause two (2) promotions, including a Firefighter being promoted to Lieutenant. Therefore the vacancy will be at the rank of Firefighter.

Working with the Fire and Police commission, we have screened the top 5 candidates. FF Candidate Jason Jankowski has been given a conditional offer of appointment pending medical tests, psychological tests, and your approval.

If the vacancy is filled prior to the vacancy we will avoid paying overtime for shift coverage while the candidate is completing his orientation.

Therefore I am requesting the following motion:

*Motion to authorize the City to fill the upcoming firefighter vacancy on or after May 15th, 2023.*

Respectfully Submitted,

Chief Shawn Schadle



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FIRE  
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Belvidere. IL 61008**

From the Office of the Fire Chief

(815)544-2242

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## Memorandum

<b>From:</b>	Chief Schadle	<b>Today's Date:</b>	4/24/2023
<b>To:</b>	Mayor and Council	<b>Subject:</b>	Vacation Carryover

Dear Mayor and Council,

Cory Mitchell, on his 1 year anniversary in March, earned 3 vacation days. There were no available vacation slots for him to utilize them prior to the end of FY23. I am requesting that he is granted vacation carryover as opposed to paying him for his unused vacation.

During our last vacation day calendar reconciliation, Nic Thornton was mistakenly told to remove two vacation days from the calendar. When the error was found, the calendar was full, therefore he was unable to utilize his vacation days. I am requesting that he is granted vacation carryover as opposed to paying him for his unused vacation.

Requested motion:

Approval for 5 vacation days from FY 23 to carryover to FY24, 3 of which are Mitchell's, and two of which are Thornton's.

Respectfully Submitted,

Chief Shawn Schadle



Monday, April 17, 2023

## 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:** Special Olympics Athlete Parade

**Name of event organizer:** Jen Jacky

**Address** 1006 W. Lincoln Ave.  
Belvidere, Illinois, 61008

**Phone Number** (815) 547-5711

**Email** jjacky@belviderepark.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:**

Belvidere Township Park District  
1006 West Lincoln Avenue, Belvidere  
815-547-5711

**The name, address, telephone number of the person responsible for the conduct of the event if different from the organizer.**

Same as above or Katie Humphrey, 6851 Revlon Dr, Belvidere, 815-547-5711

**The date when the event is to be conducted:** Monday, May 22, 2023

**The hours when event will start and terminate:** 5:30pm-6pm

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

The route will go kick off at Pacemaker's parking lot and travel down Pearl Street, make a right on First Avenue and drop off participants at the Community Building.

**Total number of participants expected:** 65

**Total number and type of anticipated floats:** 10, multiple police cars, 2 park district vehicles, a flatbed truck and possibly firetrucks

**Total number and type of anticipated vehicles:** 10

**Total number and type of anticipated bands:** 0

**Total number and type of anticipated animals:** 0

**Number of spectators anticipated along route:** 50

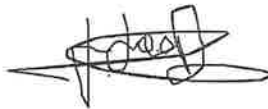
**The time and location at which units of the event will begin to assembly:** 5:00pm at Pacemaker parking lot

**Any special traffic, parking, or law enforcement problems anticipated (give details):** The Police and Sheriff's Departments are partners in this event. They do not anticipate the streets to be shut down with hard barricades for this event. It will be similar to the homecoming parades that are carried out in town. No individuals will be walking; all people will be in or on vehicles.

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.

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

**Signature**

A handwritten signature in black ink, appearing to be "J. Smith", written over a horizontal line.



## City of Belvidere • Illinois

City Hall: 401 Whitney Blvd.  
Belvidere, Illinois 61008-3710  
(815) 544-2612 • Fax (815) 544-3000  
cityclerk@ci.belvidere.il.us

### BLOCK PARTY REQUEST FORM Street Closure Request

Name: Tammy Hall Jen Widcure  
Applicant's Address: 130 Cloverdale Way 1700 Cloverdale Way  
(for bus routes dropoff and pickup)  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date of Block Party Street Closure: Sunday May 28, 2008  
Time of Block Party: 2pm to 10pm  
Estimated number of Individuals participating: 100 - 150  
Description of Planned Activities: Music, bags, volleyball, soccer, bounce house, etc.  
Street to be blocked: Cloverdale Way  
From (Street): Huntington  
To (Street): Fairfield

I confirm that all residents of the affected area have been notified of the closure and there are no objections:

Yes

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.

Tammy Hall  
Signature of Resident

\_\_\_\_\_ Date



# 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: Angelina Gutierrez (Sheila Fowler)  
Applicant's Address:  
(for barricades drop-off and pickup) 407 E<sup>st</sup> 4<sup>th</sup> St  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date of Block Party/Street  
Closure: 6/10/23  
Time of Block Party: noon to 8pm  
Estimated number of  
Individuals participating: 45  
Description of Planned  
Activities: 1 Birthday party  
Street to be blocked: E<sup>st</sup> 4<sup>th</sup> Between Caswell St and Fremont  
From (Street): Caswell St  
To (Street): Fremont

I confirm that all residents of the affected area have been notified of the closure and there are no objections:

Yes

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.

angelina gutierrez 4/18/23  
Signature of Resident Date



# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 4/18/2023  
**Re:** Farmington Ponds 2023 Maintenance Agreement

Attached is the estimate from Lakeland Biologists for the 2023 maintenance of the Farmington Ponds.

The following is a comparison of costs from previous agreements:

<u>Item</u>	<u>2020 Cost</u>	<u>2021 Cost</u>	<u>2022 Cost</u>	<u>2023 Cost</u>
1. Inspection, Cleanup & Litter Removal	\$125.00	\$125.00	\$125.00	\$125.00
2. Chemical Treatment	\$285.00	\$295.00	\$295.00	\$295.00
3. Chemicals				
Aquathol	\$134.00/gal	\$135.00/gal	\$135.00/gal	\$149.00/gal
Cutrine Ultra	\$60.00/gal	\$60.00/gal	\$60.00/gal	\$65.00/gal
Reward	\$175.00/gal	\$175.00/gal	\$175.00/gal	\$180.00/gal
Navigate	\$4.55/lb	\$4.85/lb	\$4.85/lb	\$6.25/lb
Enzymes	\$85.00/gal	\$80.00/gal	\$80.00/gal	\$80.00/gal
Dye	\$53.00/qt	\$35.00/qt	\$39.00/qt	\$39.00/qt
4. Mileage (per trip)	\$50.00/ea	\$50.00/ea	\$100.00/ea	\$100.00/ea
5. Total Cost	\$9,971.82	\$17,949.98	\$15,243.11 (to date)	\$16,000.00 (estimate)

I would recommend entering into an agreement with Lakeland Biologists for the 2023 Farmington Ponds Maintenance Program at an estimated cost of \$16,000.00. This work will be paid for from the Farmington Ponds Special Service Areas. The maintenance budget for the Farmington Ponds is \$22,700.00.



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

# Estimate

Date	Estimate #
12/28/2022	7351

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. 2023 (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 2023 prices: Aquathol K \$149/gal. Cutrine Ultra \$65/gal. Reward \$180/gal. Navigate \$6.25/lb Harmony Water Treatments - Concentrated Enzymes \$80/gal. Harmony Water Treatments - Concentrated Blue Pond Dye \$39/Qt or 3 pack dry Inspection, Litter Removal, Pond Dye Application \$125/per visit Boat Algaecide/Herbicide Application \$295 per pond application (discounts applied for multiple boat treatments on same visit) Mileage Charge \$100/visit		16,000.00

Due to rising costs of doing business as of recent with freight, manufacturing, and other increases, estimates are valid for 30 days.

Signed estimate and 50% down payment required before service begins. A Management Agreement is required for all seasonal management service. Remaining balance invoiced with terms after job completion or mid-season for seasonal management.

Signature required for approval.

Please email to: [info@lakelandbiologists.com](mailto:info@lakelandbiologists.com)

<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$16,000.00

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 4/18/2023  
**Re:** General Mills Park – Basketball Court - Bid Tabulation

---

The following bids were received for paving of the new basketball court at General Mills Park:

- |   |             |
|---|-------------|
| 1. BelRock Asphalt Paving<br>5095 Irene Road<br>Belvidere, IL 61008                       | \$9,672.02  |
| 2. Royer Asphalt Paving (Curran Contracting)<br>2220 County Farm Road<br>DeKalb, IL 60115 | \$12,115.00 |
| 6. Stenstrom Excavation & Blacktop Group<br>2422 Center Street<br>Rockford, IL 61108      | \$12,447.00 |

I would recommend approval of the low bid from BelRock Asphalt Paving, in the amount of \$9,672.02, for paving of the new basketball court at General Mills Park. This work will be paid for from the \$25,000 grant from General Mills received for this purpose.



*Your Turn-Key Project Source for Audible and Visual Emergency Alerting,  
Notification and Communications Systems*

April 1, 2023

City of Belvidere  
401 Whitney Blvd  
Belvidere, IL 61008

**RE: Outdoor Warning Siren System Annual Preventative Maintenance Agreement  
Renewal - Agreement No.: PMA-050191B**

Dear Mayor Chamberlain:

Please find enclosed our Invoice #0034650 itemizing the renewal of our Preventative Maintenance Agreement for the Outdoor Warning Siren System in the City of Belvidere for the period from May 1, 2023 thru April 30, 2024. This will continue your coverage of your existing sirens for a period of one (1) year. We will continue our maintenance program as outlined on the enclosed Agreement and Addendum A documents.

Please sign both copies of the enclosed Agreement, as well as the applicable Addendum(s), retain one (1) signed original for your records and return one (1) signed original with a check or purchase order if required, no later than April 30, 2023 so that your coverage will not be interrupted. In the event we do not receive the signed agreement renewal prior to April 30, 2023, the agreement will expire and any requested service to the siren system will be performed on a time and material basis until the agreement is renewed.

On behalf of Braniff Communications, Inc., I would like to thank you for granting our firm the opportunity to provide the City of Belvidere with the enclosed Maintenance Agreement renewal and extend our sincerest interests in assisting you with the long-term future support and maintenance of the Outdoor Warning Siren System equipment. We truly appreciate your business.

Should you have any questions or if Braniff Communications, Inc. can offer any further assistance, please don't hesitate to contact us at your earliest convenience.

Respectfully submitted,

Jeffrey M. Ryha  
President

Encl.

**BRANIFF COMMUNICATIONS, INC.**  
 4741 W. 136<sup>TH</sup> ST., CRESTWOOD, ILLINOIS 60418  
 VOICE: (708) 597-3200 FAX: (708) 597-3307

**AGREEMENT NO.: PMA-050191B**  
**OUTDOOR WARNING SIREN SYSTEM**  
**PREVENTATIVE MAINTENANCE SERVICE AGREEMENT**

CUSTOMER NAME <b>CITY OF BELVIDERE</b>			AGREEMENT DATE: <b>4/1/2023</b>	AGREEMENT TYPE <input type="checkbox"/> NEW <input checked="" type="checkbox"/> RENEWAL			
BILL TO ADDRESS <b>401 WHITNEY BLVD</b>			AGREEMENT COVERAGE PERIOD <b>5/1/2023 - 4/30/2024</b>				
CITY <b>BELVIDERE</b>	STATE <b>IL</b>	ZIP CODE <b>61008</b>	MAINTENANCE INSPECTION INTERVAL <input checked="" type="checkbox"/> ANNUAL <input type="checkbox"/> OTHER		SERVICE TYPE/COVERGAGE <input type="checkbox"/> T&M <input checked="" type="checkbox"/> AGREEMENT		
ADMINISTRATIVE CONTACT NAME <b>MAYOR CHAMBERLAIN</b>	PHONE <b>815-547-5210</b>	FAX	APPLICABLE ADDENDUMS <input type="checkbox"/> NONE <input checked="" type="checkbox"/> ADDENDUM A <input type="checkbox"/> ADDENDUM B				
INSPECTION REPORT CONTACT NAME <b>SARAH TURNIPSEED</b>			MAINTENANCE TO BE PERFORMED BY THE FOLLOWING FACILITY	NAME <b>BRANIFF COMMUNICATIONS, INC.</b>			
INSPECTION REPORT CONTACT E-MAIL <b>CITYCLERK@CI.BELIVEDERE.IL.US</b>				ADDRESS <b>4741 WEST 136<sup>TH</sup> STREET</b>			
				CITY <b>CRESTWOOD</b>		STATE <b>IL</b>	ZIP CODE <b>60418</b>
CONTACT <b>SERVICE DEPT.</b>		PHONE <b>708-597-3200</b>		FAX <b>708-597-3307</b>			

QTY.	MODEL DESCRIPTION AND SITE LOCATION	PER UNIT	EXTENDED
9.00	FEDERAL SIGNAL 2001 SERIES, AC/DC OPERATED, OUTDOOR WARNING SIRENS COMPLETE WITH ALL RELATED POLE-MOUNTED SIREN MOTOR/RF CONTROLS AND ELECTRICAL DISTRIBUTION EQUIPMENT, INCLUDING BATTERIES, AT THE FOLLOWING SITE LOCATIONS:  MAIN & PERRY (BOONE COUNTY COURTHOUSE) GENOA ROAD & PERSSONS WYCLIFF ESTATES ON GENOA RD. NEWBURG WATER TREATMENT PLANT 900 CRYSLER DRIVE LAKE SHORE & HIGHLINE NEWBURG @ IMRON BONUS AVENUE WATER BEND DR. & RUSTIC WATERS CT.	\$670.00	\$6,030.00
<b>TOTAL AMOUNT OF MAINTENANCE AGREEMENT</b>			<b>\$6,030.00</b>

PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT.

CUSTOMER AGENT / REPRESENTATIVE (PRINT NAME)	BRANIFF COMMUNICATIONS, INC. <b>JEFFREY M. RYBA, PRESIDENT</b>
SIGNATURE	SIGNATURE 
DATE	DATE <b>4/1/2023</b>

## TERMS AND CONDITIONS

This Maintenance Service Agreement, (this Agreement), is between BRANIFF COMMUNICATIONS, INC., a corporation, ("BRANIFF") and the ("CUSTOMER") as indicated on the reverse side of this Agreement. In consideration of the mutual agreement herein contained, BRANIFF and the CUSTOMER agree as follows:

- 1.) Subject to the terms and provisions of this Agreement, BRANIFF, hereby agrees to maintain and service equipment, (the OUTDOOR WARNING SIREN EQUIPMENT), described on the reverse side of this Agreement including the referenced and/or attached Addendum(s) beginning and ending on the dates indicated.
- 2.) CUSTOMER hereby agrees to pay BRANIFF the total of annual charge(s) set forth on the reverse side for the term of this Agreement in one or more annual payment(s), due on the date(s) hereof. In addition CUSTOMER shall pay for any applicable sales, use, excise or other taxes, if any, which may be imposed upon the furnishings of parts, components or services pursuant of this Agreement. In cases where the CUSTOMER is exempt from such taxes, an exemption certificate must be furnished by CUSTOMER.
- 3.) After the term of this Agreement, this Agreement may be renewed by mutual agreement of the parties, in writing, BRANIFF shall have the option to change and/or revise annual charges for the Agreement renewal and shall notify CUSTOMER of such revisions within thirty (30) day written notice from end of the Agreement term.
- 4.) BRANIFF shall perform its obligation hereunder during normal business hours at the location(s) of the equipment as provided by the CUSTOMER and indicated on the reverse side of this Agreement in accordance with the referenced and/or attached Addendum(s) of this Agreement as outlined on our inspection reports pertaining to each siren.
- 5.) The service to be performed by BRANIFF hereunder shall consist of repair or replacement of the EQUIPMENT and parts and components thereof which have malfunctioned or become inoperative in normal wear and usage as outlined on referenced and/or attached Addendum(s), but shall not include interface equipment or, in the instance of radio products, antennas, external microphones and other accessory items. This Agreement does not extend to repair or replacement of the EQUIPMENT or parts or components thereof which have malfunctioned or become inoperative for any other reason, including but not limited to misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty, or modification or alteration by any party other than BRANIFF.
- 6.) BRANIFF'S obligation to service the EQUIPMENT pursuant to this Agreement shall consist of its obligation of repair or replacement herein above set forth. In the event of any breach of such obligation by BRANIFF, CUSTOMER'S sole remedy shall be to terminate this Agreement and receive from BRANIFF the lesser of: (i) the actual and reasonable cost of such repair or replacement by another party; or (ii) the monthly charges theretofore paid by CUSTOMER in respect of such of the EQUIPMENT for which breach is claimed by CUSTOMER. In no event shall BRANIFF be responsible for consequential damages or other damages, such as, but not limited to, loss of profits, cost of purchasing or renting replacement equipment, or loss of use of the EQUIPMENT or the site where the EQUIPMENT is installed. This limitation on the liability of BRANIFF shall not extend to any claim for damages arising out of injury to person or property directly and proximately caused by the EQUIPMENT.
- 7.) BRANIFF shall perform its obligation hereunder at the sites as designated by the CUSTOMER. The CUSTOMER shall be responsible for providing access to the EQUIPMENT as well as providing a safe and suitable working site, and shall be responsible for additional costs or expenses incurred by BRANIFF in performing services at such site(s), including, but not limited to transportation costs, temporary equipment rentals, employee overtime, and additional labor costs resulting from utilization of local union workmen to conform with any agreement or other requirements affecting such work site(s).
- 8.) Any item of the EQUIPMENT which is not new or which has not been subject to a maintenance service agreement with BRANIFF immediately prior to this Agreement shall be inspected by BRANIFF at CUSTOMER'S request and restored to operative condition at the expense of CUSTOMER. In the event that BRANIFF is unable to restore the EQUIPMENT to operative condition, then effective upon the date of notice of such fact to CUSTOMER, this Agreement shall be terminated as to such EQUIPMENT and the charges hereunder equitably reduced. Such termination shall have no effect as to any other EQUIPMENT herein above specified, and in addition, CUSTOMER shall pay BRANIFF its reasonable charges for parts and labor expended in its attempt to restore such EQUIPMENT to operative condition.
- 9.) BRANIFF warrants that parts, components and services furnished pursuant to this Agreement shall be commercially free from defects of material and workmanship at the time EQUIPMENT is being serviced. Any claim for breach of this warranty shall be ineffective unless written notice thereof shall be given to BRANIFF within the period of one year from the date hereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.
- 10.) BRANIFF shall use reasonable diligence to perform its obligation hereunder on a commercially timely basis but subject to delays or failure resulting from fire, war, labor disputes, acts of God, governmental regulations, commercial shortages, component or material unavailability, weather conditions, and other causes beyond its reasonable control. Performance by BRANIFF is further conditioned upon complete information or instructions being furnished by CUSTOMER regarding inoperative or malfunctioning conditions of the EQUIPMENT and possible causes thereof.
- 11.) BRANIFF shall be responsible for all loss of or damage to the EQUIPMENT while in the possession of BRANIFF and CUSTOMER shall be responsible for all loss of or damage to the EQUIPMENT while in transit to or from BRANIFF'S Service Shop designated pursuant to this Agreement. Notwithstanding the foregoing, unless otherwise instructed by CUSTOMER, BRANIFF shall insure return shipments of the EQUIPMENT to CUSTOMER for not less than replacement value thereof and the cost of such insurance shall be billed to and paid for by the CUSTOMER.
- 12.) CUSTOMER represents and warrants that: (i) CUSTOMER owns the EQUIPMENT or has full right of possession and use thereof throughout the term of this Agreement; (ii) CUSTOMER has full power and authority to enter into this Agreement; and (iii) the performance of this Agreement by BRANIFF as herein above set forth will not violate any contracts or arrangements to which CUSTOMER is a party or which may be binding upon CUSTOMER.
- 13.) This Agreement may be terminated: (i) by either party hereto in whole or in part as to less than all items of the EQUIPMENT upon giving the other party ninety (90) days advance written notice of its intent to terminate; or (ii) by CUSTOMER upon giving BRANIFF written notice thereof within 15 days after BRANIFF shall have designated a different service facility pursuant to paragraph 3 hereof. Upon the effective date of any such termination all rights and obligations hereunder shall cease and terminate except that: (i) BRANIFF shall complete all services herein required of it with respect to EQUIPMENT theretofore delivered to BRANIFF and shall return same to CUSTOMER; (ii) CUSTOMER shall pay for all charges or other costs accruing prior to the effective date of termination or with respect to EQUIPMENT thereafter returned to CUSTOMER by BRANIFF; and (iii) BRANIFF shall return to CUSTOMER all payments made by CUSTOMER applicable to terminated maintenance services to have been rendered by BRANIFF subsequent to the effective date of termination.
- 14.) This Agreement constitutes the only agreement between BRANIFF and CUSTOMER respecting the subject matter hereof and supersedes all prior agreements or understands, whether written or oral. This Agreement may not be amended or modified except in a writing signed by BRANIFF and CUSTOMER. Neither party may assign any rights hereunder without the prior written consent of the other. This Agreement shall be solely for the benefit of BRANIFF and CUSTOMER and no other party shall have any rights hereunder.

ADDENDUM A  
AGREEMENT NO. PMA-050191B  
OUTDOOR WARNING SIREN SYSTEM  
PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

A.1 PREVENTATIVE MAINTENANCE INSPECTION INTERVAL AND COVERAGE

- A.1.1 Pricing itemized in this agreement includes an annual, on-site preventative maintenance inspection visit at each of the nine (9) warning siren sites in the City of Belvidere.
- A.1.2 Pricing itemized in this agreement includes all applicable travel time associated with the on-site, preventative maintenance inspections.
- A.1.3 In addition to the on-site preventative maintenance inspection(s), Braniff Communications, Inc. shall provide field service repair in the event of equipment failure(s) discovered during regular monthly testing of the system or other system testing and/or monitoring procedures and shall respond to such service requests within 72 hours, weather permitting. These repairs, caused by normal wear and tear and necessary to maintain the preparedness of the warning system, include all applicable travel and on-site repair labor. Also included, are all required minor replacement parts such as switches, relays, belts, fuses, semiconductors, or any minor part with a published list price of \$50.00 or less. The loss of electrical service power at/to the warning siren site is not a covered repair.
- A.1.4 This Preventative Maintenance Service Agreement does not include the replacement of major warning siren components, including the repair labor associated with the replacement of these components, including but not limited to;
- A.1.4.1 RF Siren Controller including FM Receiver, Tone Decoder and Timer
  - A.1.4.2 Main Siren Horn Assembly
  - A.1.4.3 Siren Chopper Motor Assembly
  - A.1.4.4 Chopper Housing Assembly (T-1000/1003 & 2001 Series)
  - A.1.4.5 Siren Rotator Motor/Gear Reducer Main Assembly
  - A.1.4.6 Blower Motor/Pump/Housing Assembly (T1000/1003 Series)
  - A.1.4.7 Pole-Mounted Enclosures, including Motor Controls and Battery Storage
  - A.1.4.8 Treated Wooden Utility Pole / Galvanized Steel Pole.
- A.1.5 In the event of a non-covered repair, Braniff Communications, Inc. will submit a detailed labor and parts estimate of the repair cost in accordance to the rates itemized under items A.5 and A.6., and will delay such repair(s) until the City of Belvidere issues a repair purchase order. Such delay shall not interfere with the scheduled maintenance on the balance of the warning system.

A.2 WARNING SIREN SITE ACCESS

- A.2.1 The City of Belvidere shall be responsible to provide for, or facilitate, access by Braniff-owned vehicles including aerial bucket truck(s) and Service Van(s) at each warning siren site as required to perform the preventative maintenance inspection(s) or repairs.
- A.2.2 Site landscape restoration shall be incidental and is not provided for, nor included, in this agreement.

A.3 APPLICABLE MAINTENANCE INSPECTION SCHEDULE(S)

- A.3.1 Preventative maintenance inspections shall be performed in accordance with, as well as documented per, Braniff inspection schedule(s) #2001DC.

A.4 SIREN SYSTEM ACTIVATION CONTROL & STATUS MONITORING STATIONS

- A.4.1 Unless specified and listed on the Preventative Maintenance Service Agreement, any required or recommended equipment inspection and/or repair, including troubleshooting, training and re-alignment required at any applicable Municipal Police/Fire/EMA facility, and/or contracted dispatching agent's facility, should be referred to the equipment service provider under contract or shall be performed, by Braniff, in accordance to the rates itemized under items A.5 and A.6.

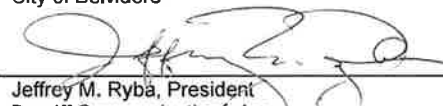
A.5 SERVICE LABOR RATES

- A.5.1 Warning siren site and/or activation control & monitoring station equipment repair, not covered under the Preventative Maintenance Service Agreement as listed under A.1 and A.4, shall be performed according to the labor rates listed herein.
- A.5.2 A Service Call or Travel Labor Charge of \$80.00 per hour shall apply to each hour of travel time and will be billed in ½ hour increments.
- A.5.3 Braniff Communications, Inc. shall supply, as required and requested by the City of Belvidere, a Field Service Technician / Service Van at a rate of \$150.00 per on-site hour billed in ½ hour increments.
- A.5.4 Braniff Communications, Inc. shall supply, as required and requested by the City of Belvidere, an Aerial Bucket Truck with Operator at a rate of \$185.00 per hour, portal to portal.
- A.5.5 Braniff Communications, Inc. shall supply, as required and requested by the City of Belvidere, an additional Field Service Technician at a rate of \$120.00 per hour, portal to portal.

A.6 PARTS / MATERIAL DISCOUNT AND PROCUREMENT

- A.6.1 Any required replacement parts, including replacement batteries, shall be furnished by Braniff Communications, Inc. at a discounted rate of 15% off published list price.
- A.6.2 Any proprietary parts that may be required, other than those manufactured by, or utilized by, Federal Signal Corporation, may be available for sale to the end-user only. Under such circumstances, the City of Belvidere shall assist Braniff Communications, Inc. in securing any such applicable part(s) as required.
- A.6.3 In the event of part unavailability due to product obsolescence, Braniff Communications, Inc. shall diligently pursue the procurement of equivalent substitute, refurbished, or used part(s) to complete warning siren equipment repair(s). Under certain circumstances, equivalent substitute, refurbished, or used parts may not be available and replacement components or product shall be quoted.

Preventative Maintenance Service Agreement No. PMA-050191B, Addendum A  
City of Belvidere

  
Jeffrey M. Ryba, President  
Braniff Communications, Inc.  
4/1/2023

\_\_\_\_\_  
Customer Agent / Representative  
City of Belvidere

**BRANIFF COMMUNICATIONS, INC.**

4741 W. 136th St., Crestwood, Illinois 60418  
 Voice: (708) 597-3200 Fax: (708) 597-3307

**INVOICE**

PLEASE CONTACT CUSTOMER SERVICE WITH ANY QUESTIONS REGARDING THIS INVOICE. THANK YOU FOR YOUR CONTINUED BUSINESS.

PAGE 1

**INVOICE NO.:** 0034650  
**INVOICE DATE:** April 1, 2023  
**CUSTOMER P.O.:** PMA-050191B  
**SALES ORDER NO.:** SO-  
**PAYMENT TERMS:** Net 30 Days

**SOLD TO:** 990000291  
 City of Belvidere  
 Attn: Accounts Payable  
 401 Whitney Blvd.  
 Belvidere, IL 61008  
 USA  
 Voice: 815-547-6332  
 Fax: 815-544-9603

**SHIP TO:**  
 City of Belvidere  
 401 Whitney Blvd.  
 Belvidere, IL 61008  
 USA

MODEL/PART NUMBER	DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
MAINT_AGREEMENT	Annual Preventative Maintenance Agreement Fee for the (9) Outdoor Warning Sirens in the City of Belvidere as per Agreement #PMA-050191B.	1.00	6,030.00	6,030.00

Shipped Via: Field Service  
 Ship Date: May 1, 2023

SUBTOTAL	6,030.00
SALES TAX	
SHIPPING & HANDLING	
<b>TOTAL INVOICE AMOUNT</b>	<b>6,030.00</b>
PAYMENT RECEIVED	
<b>TOTAL</b>	<b>6,030.00</b>

CHECK NO.:

**ANY PAYMENT REQUIRED UNDER THIS INVOICE IS SUBJECT TO THE TERMS STATED ABOVE.**



# AGREEMENT FOR PROFESSIONAL SERVICES

## BETWEEN CITY OF BELVIDERE

### AND

## HOUSEAL LAVIGNE ASSOCIATES, LLC.

THIS AGREEMENT, made and entered into this 14th day of April, 2023, by and between HOUSEAL LAVIGNE ASSOCIATES LLC., an Illinois Limited Liability Company with principal offices at 188 W. Randolph, Suite 200, Chicago, IL 60601 (hereinafter referred to as the "CONSULTANT"), and CITY OF BELVIDERE, a municipal corporation of the State of Illinois, whose mailing address is 401 Whitney Boulevard, 61008 (hereinafter referred to as the "CLIENT").

WITNESSETH THAT:

**WHEREAS**, the CLIENT desires to engage the services of the CONSULTANT to furnish technical and professional assistance in connection with the preparation of the Belvidere Comprehensive Plan (hereinafter referred to as the "PROJECT") and the CONSULTANT has signified its willingness to furnish technical and professional service to the CLIENT; and **WHEREAS**, the CONSULTANT represents to the CLIENT that it has sufficient expertise and resources to enable it to provide such advice and assistance to the CLIENT; and

**WHEREAS**, the CLIENT is interested in hiring a CONSULTANT to assist with a project, and

**WHEREAS**, CONSULTANT is qualified to do business in Illinois, and

**WHEREAS**, The CLIENT and CONSULTANT wish to enter into this Agreement to specify the duties and obligations of the Parties for the Services described herein, and

**WHEREAS**, CONSULTANT is willing to perform Services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this Agreement.

NOW, THEREFORE, the parties do mutually agree as follows:

**A. Scope of CONSULTANT's Services**

The CONSULTANT agrees to perform in a good and professional manner those services described in Attachment A, *Scope of Services*, Section 2, a copy of which is attached hereto and incorporated in this AGREEMENT. All documents, work papers, maps, and study materials produced by the CONSULTANT in the performance of these services become the property of the CLIENT during and upon completion of the services to be performed under this AGREEMENT.

**B. Services to be Provided by the Client**

All existing information, data, reports, and records which are useful for carrying out the work on this PROJECT and which are owned or controlled by the CLIENT shall be furnished to the CONSULTANT in a timely manner. The completion of the services to be performed by the CONSULTANT under this AGREEMENT is contingent upon the receipt from the CLIENT, at no cost to the CONSULTANT, the data and reports and other material as described in Attachment A, Section 1, in a timely manner. If, by reason of any fault of CLIENT, the information, data, reports and records to be provided by the CLIENT are not made available to the CONSULTANT in a timely manner, the CONSULTANT may, at its option, stop work on the PROJECT until such materials are provided.

**C. Meetings and CONSULTANT Visits**

The CONSULTANT will attend meetings as specifically identified in the *Scope of Services*, Attachment A, Section 2. A "meeting" within the body of this AGREEMENT shall mean a gathering requiring the attendance of the CONSULTANT or CONSULTANT's staff, including workshops, formal presentations, interviews, meetings with CLIENT'S staff, public meetings and workshops, and public hearings. Public meetings shall be scheduled at least seven (7) to fifteen (15) days in advance, and public hearings shall be scheduled with sufficient advance notice to comply with state and local notice

requirements. Attendance at "additional" meetings, meetings not identified in Attachment A, Section 2, *Scope of Services*, will be subject to the provisions of Article M (Extra Work) of this AGREEMENT. The CONSULTANT may conduct "site visits" to gather information, data, and perform field reconnaissance. These "site visits" shall not be counted as meetings under this AGREEMENT. When conducting "site visits" or in the community attending scheduled meetings, the CONSULTANT may informally meet with CLIENT staff to review and discuss aspects of the PROJECT. These informal CLIENT meetings with staff shall not be counted as meetings under this agreement. Throughout the PROJECT the CONSULTANT may conduct phone calls or teleconferences with CLIENT staff on an as needed basis, to maintain open communication and discuss certain aspects of the PROJECT. These phone calls and teleconferences with CLIENT staff shall not be counted as meetings under this AGREEMENT.

#### D. Deliverables

CONSULTANT agrees to provide products to the CLIENT as identified in Attachment A, Sections 2, *Scope of Services*. The CONSULTANT shall provide all deliverables at least five (5) days in advance of all public meetings. All deliverables become the property of the CLIENT, including all hard copies and electronic (PDF format) file copies.

#### E. Changes

The CLIENT may, from time to time, request changes in Attachment A, *Scope of Services*, of the services to be performed by the CONSULTANT hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon, shall be incorporated in written amendments to this AGREEMENT.

#### F. CONSULTANT's Compensation

The CONSULTANT shall be compensated for services rendered under the terms of this AGREEMENT on the basis of the CONSULTANT's hourly rates as stated under Article G (Hourly Rates) and Attachment A, Section 3 for the staff time devoted to the PROJECT, and for directly related project expenses. The maximum cost for CONSULTANT services under this AGREEMENT is **49,980**,

including directly related job expenses. Directly related job expenses include but are not limited to: travel (typically including airfare, mileage, car rental, staff per diem for meals and incidentals, and lodging), printing, graphic reproduction, mailing, the purchase of additional maps, plans and reports and other out-of-pocket expenses that are related to carrying out services under this AGREEMENT. Any reimbursable expenses that are not enumerated above must be identified by the CONSULTANT and approved by the CLIENT in writing.

The CONSULTANT will not exceed the "not to exceed amount" without specific written authorization from the CLIENT or an amendment to this AGREEMENT. The CONSULTANT represents and warrants that absent Extra Work, as referenced in Article M, all work to be performed under this AGREEMENT can and will be performed without exceeding the maximum compensation amount and directly related job expense amount, both set forth above.

#### G. Hourly Rates

Hourly rates in effect for purposes of this AGREEMENT are provided in Attachment A, Section 3.

#### H. Method of Payment

The CONSULTANT will submit monthly invoices for services performed and directly related job expenses incurred on the PROJECT during the billing period. Invoices are due and payable no later than thirty (30) days from the date of CLIENT's receipt of the invoice.

#### I. Time of Performance

The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this AGREEMENT, and shall, absent causes beyond the reasonable control of the CONSULTANT, be completed within 9 months of delivery of said executed AGREEMENT (Attachment A, Section 4). The completion of services by the CONSULTANT shall be, among other things, contingent upon the timely receipt of the services, data, and other reports described in Attachment A, *Scope of Services* and upon the timely conduct by the CLIENT of meetings and decisions required for its purposes in the execution of Attachment A. For the purpose of this AGREEMENT, timely shall mean that decisions and choices be made within ten (10) working days for CLIENT staff review of CONSULTANT

submittals, services, data, and reports as are delivered to the CLIENT's representative; and fifteen (15) calendar days for such decisions and choices to be made by the City Council, or other elected or appointed bodies of the CLIENT. If the CLIENT requests that CONSULTANT perform Extra Work as defined in Article M such as is not now included in Attachment A, the CONSULTANT, if agreed to by the CLIENT, may suspend work on the PROJECT or a portion of the PROJECT, and may extend the period of time allotted to perform the services identified in Attachment A under this AGREEMENT, to a mutually agreed upon period of time necessary to compensate for Extra Work. Where the CLIENT and CONSULTANT mutually agree to extend the period of time to perform services under this AGREEMENT, the hourly rates may not be increased beyond those set forth in Section G. of this AGREEMENT, provided that the cause or reasons of such extension(s) are not the fault of the CLIENT.

#### J. Excusable Delays

The CONSULTANT shall not be in breach of this AGREEMENT by reason of any failure in performance of this AGREEMENT in accordance with its terms if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods, strikes, and unusually severe weather, but in every case, so long as the failure to perform is beyond the reasonable control and without the fault or negligence of the CONSULTANT, the CONSULTANT shall not be deemed to be in breach of this AGREEMENT.

#### K. Termination

The CLIENT shall have the right to terminate this AGREEMENT by written prior notice to the CONSULTANT at least five (5) working days before the specified effective date of such termination. In such event, documents and work papers prepared by the CONSULTANT under this AGREEMENT shall become the property of the CLIENT. On receipt of said documents and work papers by the CLIENT, the CONSULTANT shall receive compensation and reimbursement for the work actually performed before the date of termination, in accordance with Article F, CONSULTANT's Compensation, of this AGREEMENT, less payment for services and expenses previously paid.

L. Non-discrimination

The CONSULTANT shall engage in lawful employment practices. The CONSULTANT shall not fail, refuse to hire, discharge, or otherwise discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, national origin, or handicap unrelated to the individual's ability to perform the duties of the position.

M. Extra Work

If requested and agreed to in writing by the CLIENT and CONSULTANT, the CONSULTANT will be available to furnish, or obtain from others, Extra Work of the following types:

1. Extra work or extended services due to changes in the general scope or timing of the PROJECT, including, but not limited to; changes in size, complexity or character of the work items; acceleration of the work schedule involving services beyond normal working hours; non-delivery of any materials, data, or other information to be furnished by the CLIENT not within the reasonable control of the CONSULTANT.
2. Additional or extended services, including PROJECT administration due to the prolongation of the period of delivery of services specified in this AGREEMENT time through no fault of the CONSULTANT.
3. Attendance at additional meetings beyond those made part of the AGREEMENT.
4. Other additional services requested and agreed to by the CLIENT and CONSULTANT, which are not otherwise provided for under this AGREEMENT.

The compensation and schedule for completing Extra Work authorized by the CLIENT shall be subject to negotiation between the CLIENT and the CONSULTANT in accordance with the provision of Article E (Changes) of this AGREEMENT. However, the hourly rate in effect at the time of any change authorizing Extra Work will continue to be in effect for such Extra Work.

N. Entire Agreement

This agreement, including the attachments to this agreement, contains the entire agreement of the parties. It may not be changed orally but only by an amendment in writing executed by the parties to this AGREEMENT.

O. Governing Law

This AGREEMENT will be governed by and construed in accordance with the laws of the State of Illinois and within the jurisdiction of Boone County.

P. Client Representative to CONSULTANT

The CLIENT designates Gina DeRose to act as its representative with respect to the work to be performed under this AGREEMENT, and such person shall have authority to transmit instructions, receive information, interpret and define CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this AGREEMENT until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked. The CONSULTANT designates John Houseal, as the CONSULTANT's representatives to the CLIENT.

Q. Employment Opportunity

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Consultant shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard for their race, religion, color, sex, or national origin or any other protected class. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training including apprenticeship.

R. Indemnification

The CONSULTANT shall indemnify, defend and hold harmless the City, its officials and employees from any claim or cause of action of whatever nature arising out of any action of the CONSULTANT or its agents or employees.

S. Insurance

The CONSULTANT shall maintain a General Commercial Liability (GCL) policy of not less than \$1,000,000 per occurrence, workers compensation coverage and auto insurance coverage of statutory amounts. The City shall be named as an additional insured in all policies.

T. General Compliance with Laws

CONSULTANT agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work. If CONSULTANT is found to have been in violation of any applicable federal, state, or local laws and ordinances, such violation may be the basis for the suspension or termination under this Agreement.



IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this AGREEMENT on the date and year first above written.

CONSULTANT:

HOUSEAL LAVIGNE ASSOCIATES, LLC.

X \_\_\_\_\_

John A. Houseal, FAICP

Principal

Date: \_\_\_\_\_

CLIENT:

City of Belvidere

X \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

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# **ATTACHMENT A**

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## **SCOPE OF SERVICES and HOURLY RATES**

This section describes the Scope of Services for preparing the Belvidere Comprehensive Plan for the City of Belvidere.

### **Section 1:** **CLIENT ASSISTANCE TO THE CONSULTANT**

Whereas the scope of services will be undertaken by the CONSULTANT, it is understood and agreed that the CLIENT will provide the following assistance to the CONSULTANT:

1. The CLIENT, with the CONSULTANT's assistance, will schedule and arrange and provide notices for all meetings and workshops including contacting agencies, individuals and citizens to be invited to meetings.
2. The CLIENT, with the CONSULTANT'S assistance, will collect and compile previously prepared and available reports, projects, studies, maps and other data owned or in control of the CLIENT and that might be useful for the project.
3. The CLIENT will provide to the CONSULTANT an up-to-date base map (electronic and hard copy), including GIS files and information.

## **Section 2:** **SCOPE OF SERVICES**

Houseal Lavigne recognizes the importance of using the planning process to establish community consensus and foster a sense of stewardship for the new Belvidere Comprehensive Plan that will shape the community's future over the next 20-years. Our Scope of Work ensures that City staff, residents, business owners, key stakeholders, community leaders, and elected officials are engaged throughout the planning process, helping establish a visionary, purposeful, and implementable plan to guide Belvidere's future. Our process includes the development of plan recommendations and implementation strategies that are actionable, fiscally grounded, and rooted in citizen engagement. Each step of our proposed Scope of Work is presented in detail on the following pages.

### **Step 1: Project Kick-off & Existing Conditions**

To "kick-off" the planning process on the right foot, meetings will be conducted with key City staff, department heads, and elected officials prior to undertaking other community outreach activities. This step will include an assessment of existing conditions and the preparation of an Existing Conditions Assessment.

#### **1a. Staff Coordination Call & Data Collection**

We will host an initial coordination call with City staff to introduce the Project Team; review the Scope of Work, project timeline, and upcoming deliverables; and discuss kick-off meeting logistics. We will discuss the Monthly Progress Reports and preferred rhythm of semi-regular check-in meetings with City staff to ensure a fluid communication process throughout the planning process. Our intent is to function as a unified and integrated team alongside City staff.

During the coordination call we will discuss data needs including, but not limited to, GIS data regarding parcels, building footprints, existing land use, zoning districts and overlays, community facilities (including City owned properties, schools, parks, etc.), traffic volumes, traffic signals, transit, bike routes and trails, etc.; City branding guidelines and photos; past plans and studies; current census and permitting data to show growth and development trends; and a list of service providers with contact information.

#### **1b. Staff Kick-Off Meeting & Study Area Tour**

A kick-off meeting will be held with the City staff assigned to the Comprehensive Plan project. This first face-to-face meeting will allow us to discuss upcoming meetings and field reconnaissance. We will address any data collection issues and confirm next steps.

#### **1c. Department Heads Meeting**

Immediately following the kick-off meeting with City staff, we will host a meeting with representatives from other City departments. The Comprehensive Plan will have bearing on a wide variety of City policies and support from all City departments will be essential to plan implementation. We will work with City staff to engage other department heads throughout the process to ensure that plan recommendations are meaningful and actionable for all City departments.

#### **1d. Joint Committee – Planning & Zoning Commission and City Council Roundtable (Mtg #1)**

Before planning work begins, a project initiation meeting will be held with the Joint Committee – Planning & Zoning Commission and City Council to set the foundation for the planning process and review and discuss the overall direction and policy issues facing the community. As the community's policy makers, it is important that officials and community representatives learn more about the Comprehensive Plan process and have a chance to communicate and discuss their issues and concerns.

The purpose of this meeting will be to: (a) discuss the joint committee's role for the project; (b) review overall project objectives; (c) refine the work program for the project; and (d) establish a preliminary schedule for the project. The Joint Committee roundtable will be immediately followed by a planning exercise to solicit the views of the Joint Committee members and staff regarding their concerns and aspirations for Belvidere. This initial dialogue will inform our approach to the planning process and ensure that issues important to the City are identified on the front end.

### **1e. Key Stakeholder Interviews & Focus Groups (up to 12)**

Key stakeholder interviews and focus group discussions allow us to gain insight into the community that we might otherwise not be able to obtain. Up to twelve confidential interviews/focus group discussions will be conducted to obtain additional information regarding local issues and opportunities. The Project Team will work with City staff and elected officials to identify those individuals or groups to be interviewed. We recommend a broad sampling of interviewees who may possess unique perspectives or special insights into the community. Interviewees could include selected property owners, new or lifelong residents, local business owners, school district officials, adjacent communities, and representatives from other government agencies, institutions, and/or civic groups. The interviews and focus group discussions will be conducted in-person during scheduled visits related to other outreach events or via telephone/web meeting during a specific scheduled day for such activities.

### **1f. Existing Conditions Assessment**

This task will include the preparation of an Existing Conditions Assessment that will serve as the foundational understanding of the issues and opportunities to be addressed in the Comprehensive Plan. The Existing Conditions Assessment will be based on issues and opportunities identified in outreach, past plans and studies, information provided by the City and partner agencies, feedback from community service providers, and reconnaissance conducted by the Project Team. We intend to move through this task efficiently, reserving project budget and resources for visioning, planning, and action.

- Relevant Past Plans & Studies (10-year Historic Preservation Plan, West Hills Neighborhood Plan)
- Demographic Profile
- Existing Land Use & Development
- Current Zoning Ordinance & Development Regulations
- Transportation
- Community Facilities & Services (includes parks and open space)
- Natural Environment

### **1g. Staff Review & Discussion**

We will meet with City staff to review feedback gathered during this step along with the Existing Conditions Memo. We will work to ensure that substantive comments provided by City staff are addressed before moving into the plan-making phase.

## **Step 2: Vision Statement, Goals & Future Land Use Plan**

The Comprehensive Plan needs to establish an overall "vision statement" for the future of Belvidere that can provide focus and direction with goals based on analysis and themes identified during community outreach. The vision, goals, and key recommendations will serve as the "cornerstone" of the consensus-building process and provide focus and direction for subsequent planning activities. Based on previous steps in the planning process, we will prepare the vision statement, goals, and key recommendations memo.

## **2a. Community Visioning Workshop**

The purpose of a community visioning workshop is to allow residents and stakeholders to tell us what they think, before plans and recommendations are crafted. The Community Visioning Workshop will involve the Project Team, community staff, elected and appointed officials, community stakeholders and residents.

The workshop will begin with a group exercise where participants will work together to identify planning priorities, issues, and opportunities. Participants will then break out into small groups for a mapping exercise where they will put pen to paper and work to develop their "vision" for the future of the community. The workshop will conclude with a general agreement regarding the community's issues and opportunities, key planning themes and principles, the long-term image and identity of Belvidere, and the projects and improvements that will be desirable in the future.

## **2b. Vision Statement & Goals**

We will synthesize all feedback received during the previous steps of the planning process and prepare a vision statement for the Belvidere Comprehensive Plan. The vision statement will be prepared using feedback from community visioning workshop, community outreach activities, community values/quality of life themes, and observations garnered from the Existing Conditions Assessment.

Based on previous steps in the planning process, we will develop the visionary community goals to provide more specific focus and direction for planning recommendations such as growth and development, economic development, land use, housing, community facilities, transportation, and community character.

## **2c. Key Recommendations Memo**

Before the preparation of the draft Plan begins in earnest, we will prepare the Key Recommendations Memo outlining the expected recommendations for the Comprehensive Plan. The Key Recommendations Memo, including the Draft Future Land Use Map, will provide policies and recommendations for all land use areas in the Village, including residential areas and neighborhoods (including locations and strategies for multi-family), commercial/retail, mixed use, professional office and business, industrial/logistics areas, parks and recreation areas, open space, and public and semi-public uses.

The purpose of this Memo is to provide the City with a summary of key recommendations before significant resources are spent drafting the Comprehensive Plan. This task will also be used to identify any significant problems with elements of the proposed Plan. This deliverable, along with the vision and goals, will form the basis for the development of more detailed recommendations in the draft Comprehensive Plan.

## **2d. Staff Review & Discussion**

We will meet with City staff to review the vision, goals, and the key recommendations memo. Comments provided by City staff will be integrated into the revised documents distributed to the Joint Committee for their review.

## **2e. Joint Committee – Planning & Zoning Commission and City Council (Mtg #2)**

We will meet with and present the vision, goals, and key recommendations memo to the Joint Committee – Planning & Zoning Commission and City Council to gather feedback and input.

## **Step 3: Draft & Final Comprehensive Plan**

Based on the previous steps in the planning process, the draft and final version of the Comprehensive Plan will be prepared for review, consideration, and adoption.

### **3a. Draft Comprehensive Plan Document**

Based on feedback received in previous steps the Project Team will prepare the draft Comprehensive Plan document. The plan will be user-friendly, highly illustrative, and visually compelling. Concise, well-written text will be combined with attractive and easy-to-understand maps, graphics, illustrations, and photographs to effectively communicate the Plan's policies and recommendations. It is anticipated the Comprehensive Plan will contain the following elements – Introduction and Community Profile; Vision and Goals; Land Use; Transportation; Community Facilities; Natural Areas; and Implementation.

### **3b. Staff Review**

The Project Team will submit the draft Comprehensive Plan to City staff in electronic format for final review. It is anticipated that the Comprehensive Plan will be subjected to a two- or three-stage review process with City staff. Appropriate revisions will be made prior to the Community Open House and presenting to the Planning & Zoning Commission.

### **3c. Community Open House – Discuss Draft Comprehensive Plan**

A community open house will be held to allow residents to drop in, review the draft Comprehensive Plan, and ask questions of the Project Team and City staff. The open house format will provide an opportunity to see and learn about the City's new Comprehensive Plan before the adoption process begins. Open house presentation materials and collateral will be provided so that City staff can facilitate additional informational meetings as needed. Following the community open house, the final draft Comprehensive Plan will be prepared for the public hearing presentation and the adoption process.

### **3d. Final Draft Comprehensive Plan to Planning & Zoning Commission – Public Hearing**

In accordance with State statutory requirements, the final draft Comprehensive Plan will be presented to the Planning & Zoning Commission at a public hearing. Based on review and discussion, and based on public feedback during the public hearing, a revised final draft Comprehensive Plan will be prepared for recommendation to the City Council.

### **3e. Final Draft Comprehensive Plan to City Council – For Adoption**

We will present final draft Comprehensive Plan to the City Council for consideration and adoption. Presentation materials that incorporate any plan revisions will also be provided to City staff to conduct any additional adoption meetings required at the municipal level.

### **3f. Final Comprehensive Plan Document**

Following the community open house and presentations, the Project Team will work with City staff to revise the Comprehensive Plan in response to direction given by the Planning & Zoning Commission and City Council. The Project Team will provide text and summary files (in editable PDF formats); data, spreadsheets, and survey results; and maps and associated data in ArcGIS format.

### **Section 3:** **BUDGET & HOURLY RATES**

#### **Budget**

Houseal Lavigne proposes a not to exceed amount of **\$49,980**, including directly related job expenses.

#### **Houseal Lavigne Hourly Rates**

Principal	\$230-250
Senior Project Manager	\$180
Project Manager	\$145
Planner II	\$130
Planner I	\$110
Clerical/Technical	\$85