



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

| | |
|--------------------------|--------------------------------------|
| Alderman Natalie Mulhall | Chairman Building |
| Vacant | Vice-Chairman Building |
| Alderman Wendy Frank | Chairman Finance and Personnel |
| Alderman Ric Brereton | Vice -Chairman Finance and Personnel |
| Alderman Mike McGee | Chairman Planning & Zoning |
| Alderman Tom Porter | Vice-Chairman Planning & Zoning |
| Alderman Matthew Fleury | Chairman Public Safety |
| Alderman John Albertini | Vice-Chairman Public Safety |
| Alderman Daniel Snow | Chairman Public Works |
| Alderman Marsha Freeman | Vice-Chairman Public Works |

AGENDA

June 26, 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 – INMAR Consumer Drug Take-Back Program.
 - (C) Fire Department – Update.
3. Finance & Personnel, Unfinished Business: None.
4. Finance & Personnel, New Business:
 - (A) Finance Department - Update.
5. Other:
 - (A) Super Aggregates request to temporarily extend hours of operation.
 - (B) PSEBA Request – Ofc. Ryan Davenport.
 - (C) Appointment of Sandra K. Gramkowski as Alderwoman in Ward 3.
 - (D) Public Works – Well #5 Repairs.
 - (E) Public Works – WWTP 2018 Improvement Project – Change Order #3.
 - (F) Public Works – Irene & Hawkey Watermain Extension Project – Change Order #1.
 - (G) Public Works – WWTP – Sludge Heater Repair.
6. Adjournment:



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 10, 2023

RE: INMAR Consumer Drug Take-Back Program

The Belvidere Police Department is requesting approval to sign up for a State of Illinois Approved Drug Take-Back Program sponsored by INMAR Intelligence.

The attached agreement, in part, outlines the Term, Client (City of Belvidere) Obligations, Process, Cancellation, Disclaimers, Limitations, and Indemnifications.

The Belvidere Police Department already participates in a self-sponsored drug take-back program to include related costs for packaging materials, storage, disposal, and associated transportation. This new program would provide all packaging materials, there would be no storage necessary, INMAR would be responsible for disposal and transportation. INMAR would even supply the Receptacle for the program, if requested.

Motion: Authorize the Mayor to sign the agreement between INMAR Intelligence and the City of Belvidere for the Consumer Drug Take-Back Program.



INMAR.COM

Dear Sir or Madam,

You are being offered an opportunity to participate in the State of Illinois' Approved Drug Take-Back Program at no charge. This **free** program for law enforcement is available pursuant to Illinois state law HB 1780 creating the Drug Take Back Act. It will be managed by the Illinois Environmental Protection Agency and operate pursuant to federal regulations. Inmar Intelligence, the nation's leader in Drug Take-Back, is a licensed and registered DEA Reverse Distributor and has partnered with manufacturers, pharmacies and now law enforcement agencies across the country to implement fully compliant, real-time solutions for responsible drug disposal.

Each day, thousands of Americans store medications at home or improperly dispose of those medications. This creates opportunities for misuse and abuse, damages our environment and water supply, and every year puts 60,000 children under the age 5 in emergency rooms due to prescription drug poisoning. Inmar is working with Illinois to provide solutions to these harmful issues – and we need your help to protect your community.

We are contacting your agency to invite you to participate at no charge in our Consumer Drug Take-Back program by offering a drug collection kiosk to be located in your facility. Your participation in this program will support your continued efforts in combating drug misuse and environmental contamination and will enhance existing programs with these benefits:

- Inmar provides **free** medication collection kiosk, materials, shipping and destruction services.
- Agencies operating an **existing** kiosk are provided free materials, shipping and destruction services.
- This program will eliminate storage of boxes containing medications in your evidence/property room which may impact agency accreditation, and the use of agency resources to coordinate disposal.
- Cardboard boxes are affixed with pre-addressed, postage-paid FedEx labels for delivery. Once the box is filled with collected medications, it's removed from the kiosk, sealed and sent via FedEx for secure destruction.

The cost of this program is entirely underwritten by drug manufacturers resulting in no financial burden to your agency. To learn how to help, please contact us to facilitate enrollment. Email us at DrugStewardship@inmar.com and put "Illinois State Program" in the subject line.

For additional questions, retired DEA Supervisory Special Agent Michael Wardrop serves as our Law Enforcement Liaison and can be contacted at Michael.Wardrop@inmar.com.

With your cooperation, we can bring safe medicine disposal solutions to the residents of the State of Illinois. We would love to hear from you soon.

Environmentally yours,

A handwritten signature in black ink, appearing to read "Kirk".

Kirk Herweck
Sr. Director, Consumer Drug Take-Back
Inmar Intelligence



INMAR
intelligence

Consumer Drug Take-Back Program

Sponsored - No DEA - Enrollment Order Form

ONE FORM REQUIRED PER CDTB RECEPTACLE

DATE: 6/6/2023

FACILITY NAME: Belvidere Police Department

LEGAL ENTITY TYPE: Government
(IF OTHER, PLEASE LIST WHAT LEGAL ENTITY TYPE:

STATE OF ORGANIZATION: Illinois

INMAR ACCOUNT #:

CDTB #: 700860

CDTB SITE NAME:
(IF DIFFERENT FROM LEGAL NAME)

SITE STREET ADDRESS: 615 N Main St

SITE CITY: Belvidere

ST: IL **ZIP:** 61008

CONTACT NAME: Shane Woody

TITLE: Chief of Police

CONTACT EMAIL: woody@belviderepolice.com

PHONE: 815.547.5677

INMAR SALESPERSON: Courtney Hatton

REGION NAME: Corporate

| PRODUCT # | DESCRIPTION | FEE PER YEAR |
|-------------------------------|---|--------------|
| 7201 | CONSUMER DRUG TAKE-BACK (RECEPTACLE & SUPPLIES FOR RETURNS) | \$0.00 |
| <input type="checkbox"/> 7250 | CONSUMER DRUG TAKE-BACK (SUPPLIES FOR RETURNS) | \$0.00 |



By signing this Enrollment Form, the undersigned client ("Client") agrees to be bound by the Terms & Conditions – Sponsored Consumer Drug Take-Back Program (Purchase Agreement) (the "Legal Terms and Conditions"), attached hereto and incorporated herein unless and until the parties enter into a master services agreement in connection with the Consumer Drug Take Back program that supersedes the Legal Terms and Conditions.

Notwithstanding the requirements of Section 4 of the Terms and Conditions, as Client is a law enforcement agency, it is not required to register as a collector with the DEA or provide proof of such registration to Inmar.

This Agreement has been executed and delivered by a duly authorized representative of each party hereto as of the date corresponding to such party's signature.

Inmar **Client**

Inmar Rx Solutions, Inc.

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

Inmar Legal Approval: _____

Submit all documentation to Take-Back@inmar.com or fax to 336-499-8709

| | | |
|---|------------------------------------|-----------------|
| Order Number: Click here to enter text. | ***For Internal Use Only*** | Wholesaler: XYZ |
| | Market Segment: CTAKEB | |

TERMS & CONDITIONS

SPONSORED CONSUMER DRUG TAKE-BACK PROGRAM

These Terms and Conditions, together with the applicable order form or enrollment form attached hereto and incorporated herein ("Order Form(s)") (collectively, the "Agreement") is made and is effective as of the date indicated on the Order Form (the "Effective Date"), by and between **Inmar Rx Solutions, Inc.**, a Texas corporation with offices at 3845 Grand Lakes Way, Grand Prairie, Texas 75050 ("Inmar"), and the client indicated on the Order Form ("Client").

Recitals:

Inmar is providing a Consumer Drug Take-Back service for the collection of unused or unwanted medication from consumers or patients (the "Program") that is sponsored and funded by participating product manufacturers ("Participating Manufacturer(s)") or by grants, donations or other government or third-party funding (collectively, the "Program Sponsor(s)") in certain jurisdictions. Client wishes to implement the Program in its locations ("Location(s)"). This Agreement governs the use of all Consumer Drug Take-Back ("CDTB") containers and supplies and CDTB disposal services (collectively, the "Services") for Client's Locations.

Agreement:

In consideration of the foregoing recitals incorporated by reference and the covenants herein, the parties agree to be bound as follows:

1. **Service Overview.** Inmar will provide Client with the Program for the collection and proper disposal of patient-owned surplus medications that can be implemented and managed in compliance with the DEA Secure and Responsible Drug Disposal Act of 2010, as described below.
2. **Definitions.**
 - 2.1. Receptacles: The metal exterior box provided to Client by Inmar pursuant to the Order Form.
 - 2.2. Containers: The inner cardboard box and the liner provided to Client by Inmar pursuant to the Order Form.
 - 2.3. Location(s): Client's location(s), a list of which Client provided in the applicable Order Form or in writing to Inmar (email to suffice) shall be considered to be attached hereto as the Location Exhibit and incorporated herein by reference.
3. **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until either party provides the other party with written notice of its intent to terminate at least sixty (60) days prior to such termination. Upon expiration or termination of this Agreement, Client will take ownership of the CDTB Receptacle(s) delivered pursuant to this Agreement.
4. **Client Obligations.** In order to receive the Services, Client agrees to register as a collector with the DEA, and Client shall provide proof of such registration for each of its Locations to Inmar. Notwithstanding the foregoing, law enforcement agencies are not required to register as a collector with the DEA or provide proof of such registration to Inmar. Client will ship the Containers only as provided by Inmar (and not in other packaging), and otherwise packaged as shown in the packing instructions provided by Inmar. Client understands and acknowledges that Inmar has received a special permit from the Department of Transportation (DOT), allowing less stringent shipping requirements for CDTB returns managed in compliance with Drug Enforcement Administration (DEA) regulations. Special Permit #20499 ("**Special Permit**"), available [here](#), allows Client to ship CDTB returns in accordance with the reduced regulatory requirements provided in the Special Permit. Client warrants that its Locations shall manage the CDTB returns under the terms specified in the Special Permit and that its Locations shall comply with all applicable federal, state and local regulatory requirements, including but not limited to, DEA, DOT, and Environmental Protection Agency (EPA) regulations.
5. **Process.** Inmar will supply Client with Receptacles as indicated on the Order Form(s), if any, and Containers. Each Receptacle will be assigned a specific account number based on the Location. Each Container will contain a serialized inner liner. During the Term, Inmar will provide Client with sufficient supplies, including replenishment Containers, to operate the Program. When each Container is full, or on a predetermined frequency, Client will ship the Container as directed on the preprinted label provided by Inmar. Inmar will arrange for disposal of the Containers by a third-party waste destruction provider in accordance with applicable laws and regulations and in accordance with this Agreement.
6. **Cancellation.** Upon termination of this Agreement, Client shall ship any full or partially full Container(s) associated with the cancelled Receptacle(s) as set forth above, and Client shall destroy any remaining empty Containers and shall deface Inmar's logo or any other identifying marks on the cancelled Receptacle(s).
7. **Fees.** As long as the Program is sponsored by the Program Sponsors in the jurisdictions where the Locations are situated such that Inmar's fees for the Services are paid by the Program Sponsors, Inmar will not charge Client a fee for the Services. In the event Client wishes to receive the Services for a Location where the Program is not sponsored by a Program Sponsor, Inmar will invoice Client for its then-current rate card fees for the Services.
8. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, INMAR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS PROVIDED BY IT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AGAINST INFRINGEMENT, THAT SUCH PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE PRODUCTS PROVIDED BY INMAR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. IN NO EVENT WILL INMAR BE LIABLE TO CLIENT FOR ANY SPECIAL,

EXEMPLARY, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSSES, OR COSTS (INCLUDING LEGAL FEES AND EXPENSES), OR LOST TIME, SAVINGS, PROPERTY, PROFITS, OR GOODWILL, WHICH MAY ARISE IN CONNECTION WITH THE PRODUCTS PROVIDED BY INMAR, REGARDLESS OF THE FORM OF CLAIM OR ACTION, EVEN IF INMAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR COSTS.

9. **Confidentiality.** Subject to applicable laws, including, but not limited to the Illinois Freedom of Information Act, each party agrees to not disclose to any third party any information disclosed by the other party which (i) the disclosing party has classified in writing as confidential, or (ii) under the circumstances surrounding the disclosure, a reasonable person should know to be confidential. Each party agrees to use such information only for the purpose of this Agreement.
10. **Limitation.** Unless otherwise limited herein, the liability of Inmar to Client under this Agreement or otherwise, regardless of the form of claim or action, will not exceed \$10,000. No action arising out of this Agreement may be brought by either party more than one (1) year after the date on which the cause of action has accrued.
11. **Indemnification of the Parties.** Except as otherwise limited herein, each party (the "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (the "Indemnitee") and its officers, directors, and employees from and against any and all damages, losses, fines, costs and expenses (including reasonable attorneys' fees), judgments, and liabilities (collectively, "Expenses") that (i) are made against or incurred by the Indemnitee in connection with a third party claim and (ii) arise out of or relate to acts or omissions of the Indemnitor in the performance of this Agreement that constitute gross negligence or willful misconduct on the part of the Indemnitor, so long as such Expenses are not primarily caused by the Indemnitee, its officers, directors, or employees. The indemnification set forth in this Section is conditioned upon (a) the Indemnitee providing the Indemnitor prompt written notice of any claim or cause of action upon which the Indemnitee intends to base a claim of indemnification hereunder, (b) the Indemnitee providing reasonable assistance and cooperation to enable the Indemnitor to defend the action or claim hereunder, and (c) the Indemnitee refraining from making prejudicial statements associated with such claim without the prior written consent of the Indemnitor.
12. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to the conflict of law rules of such state. The terms and conditions of this Agreement may be waived or amended only by a written instrument executed by an authorized representative of each of the parties. Failure by either party to enforce at any time any of the provisions of this Agreement shall not constitute a waiver of such provision and not in any way affect the validity of this Agreement or any part thereof or the right of the other party thereafter to enforce the provisions hereof. The provisions of this Agreement are severable, and any provision of this Agreement that is determined to be void or unenforceable by a court of competent jurisdiction shall not affect the enforceability of the remaining provisions herein. This Agreement will not be construed as constituting either party as partner, joint venturer or fiduciary of the other or to create any other form of legal association that would impose liability on one party for the act or failure to act of the other or as providing either party with the right, power or authority (express or implied) to create any duty or obligation of the other. This Agreement, together with all Order Forms and exhibits attached hereto, sets forth the entire understanding between Inmar and Client with respect to the subject matter hereof and supersedes all prior agreements, written or oral, between the parties with respect to the subject matter hereof. This Agreement will be binding upon, and will inure to the benefit of, the parties hereto and their respective successors and permitted assigns. All notices herein provided for shall be considered as having been given upon being placed in the U.S. mail, certified postage prepaid or via nationally recognized overnight courier to the address for each party as provided in this Agreement or to such other address as may be given to the other party in writing, with a copy of such notice sent to the attention of the recipient's legal department. The representations and warranties under this Agreement, which, by their terms and context show the parties intended them to survive the termination of this Agreement for any reason, including but not limited to, provisions governing confidentiality, ownership, indemnification and liability, shall survive any expiration or termination of this Agreement.
13. **Signatures.** Any order form, return authorization form or other document that incorporates the terms and conditions of this Agreement by reference, may be executed (i) in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, and (ii) using a manual signature, or a photocopy or other electronic reproduction of a manual signature, any of which shall have the same binding effect as an executed original.



A Proven History
.... A Future Commitment

VIA EMAIL

6/13/23

City of Belvidere
Mayor & City Council
401 Whitney Blvd.
Belvidere, IL 61008

Dear Mayor and City Council Members,

We are an aggregate producer located on Ipsen Road and annexed to the City on 7/20/2017. Please allow this correspondence to serve as a formal request to amend our *hours of operation* as stated in Exhibit K (k) of our Annexation Agreement:

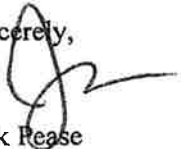
The hours of operation for Mining Activities shall be from 6:00 a.m., to 6:00 p.m., weekdays and 6:00 a.m., to 2:00 p.m. Saturdays. This operating hours accommodation shall allow for extended or altered hours of operations, if reasonably approved by the City, permitting the Owner(s) to conduct Extraction Operations as needed on a temporary basis when reasonably necessary to meet the requirements of specific projects. Examples of projects that extended hours are reasonable include: specified projects for the Illinois Department of Transportation; the Illinois Toll Highway Authority; and other state, federal and local government projects.

We are anticipating supplying our local aggregates to a few large developments in the City. Development projects include Yukon and IDOT Route 20 bridge construction. Our current *hours of operation* defined above will not allow us to produce enough products for the aforementioned development projects.

We request extended or altered hours of operation from 5:00 a.m. to 10:00 p.m., weekdays and 5:00 a.m. to 3:00 p.m. Saturdays, effective now to 11/15/23, enabling us to supply aggregates to these local projects. This request is for operation of our electric powered hydraulic dredge and electric powered processing plant only. At this time, we are not requesting an extension in loading or shipping activities.

Thank you for your consideration and contact me if you have questions or need any additional information.

Sincerely,



Jack Pease
Direct Phone

5435 Bull Valley Road · Suite 330 · McHenry, IL 60050
Phone: (815)-385-8000
Fax: (815) 385-8711

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 6/19/2023
Re: Well #5 Repairs

Well #5 has gone down and needs to be repaired. Cahoy Pump Service has pulled the pump and motor assembly and televised the well. There is approximately 160' of debris in the bottom of the well which damaged the pump and motor assembly beyond repair. Total depth of Well #5 is 660' and there is a large void in the side of the borehole from 385' to 390' which the debris has come from.

This well had similar work completed in 2021, in that approximately 100 feet of sand had to be airlifted. In order to mitigate the impacts of future cave-ins, Cahoy is recommending the installation of 320 vertical feet of Muni-Pak screening, a stainless steel option that should last the life time of the well.

Attached to this memo is a proposal from Cahoy Pump Service to complete the required repairs to Well #5 at a cost of \$290,587.00. The unit pricing is similar to their pricing from 2021 and they will be able to begin the repair work within a week of council approval. With Well #3 and Well #4 currently offline, it is imperative that we get Well #5 back online as quickly as possible.

I would recommend waiving the bidding requirements and approval of the proposal for well #5 repairs from Cahoy Pump Service in the amount of \$290,587.00. This work will be paid for from the Water Depreciation Fund, Line Item #61-1780, which has a current balance of approximately \$1,100,000.00. Waiving the bidding requirements will require a 2/3 majority vote of the City Council.



Cahoy Pump Service
The Premier Provider of Municipal, Industrial, & Irrigation Water Well Services
A Division of The Cahoy Group

June 19, 2023

City of Belvidere
401 Whitney Blvd.
Belvidere, Illinois 61008

Attn: Mr. Brent Anderson
Re: Well # 5 Remediation

Greetings Brent:

We have pulled the pumping unit, conducted the onsite inspection, transported the pump and motor to our shop for inspection, and televised the well. Our findings are as follows:

PUMPING EQUIPMENT:

- The motor seal is leaking and the unit is grounded out.
- The main thrust bearing is out.
- The sub cable is questionable at best and should be replaced.
- The pipe and check valves are all okay for reinstallation.

Please see the attached report for further details.

WELL:

- This well was drilled to total depth of 660' with 151' of 12" OD steel casing installed.
- The well is presently filled in to a depth of 500'.
- There is a fairly large void from 385' to 390' where it appears the bulk of the sedimentary material is coming from.
- We strongly recommend airlifting the well to bottom again and then install either a carbon steel screen or a Muni-packed (preferred) from bottom to approximately 340'. The top of the screen will have two (2) shale traps to effectively seal the top of the annular space between the screen and the borehole wall. The top of the screen will also have a "J" hook apparatus installed for ease of removal if ever necessary for future servicing of the well. Please see the attached drawing.

24568 150th Street - Suite 200 Sumner, Iowa 50674
Serving 10 States with Locations in Iowa-2 : Illinois-2 : Nebraska : Wyoming

1-833-728-1288

WWW.CAHOYPUMP.COM

PRICING STRUCTURE:

| # | DESCRIPTION | U | Q | UNIT PRICE | TOTAL PRICE |
|-------------------------------------|--|-----------|------------|--------------------|----------------------|
| PHASE I WORK – completed | | | | | |
| 1 | Job Preparation, Mobilization, Demobilization, Pull Pumping Equipment, Conduct Onsite Inspection | LS | 1 | xxxxxxxxxxx | \$ 9,720.00 |
| 2 | Televising of Well | EA | 1 | \$ 2,850.00 | \$ 2,850.00 |
| 3 | Transport, Teardown, Measure, Inspect, & Report | LS | 1 | xxxxxxxxxxx | \$ 000.00 |
| TOTAL PHASE I COMPLETED | | | | | |
| | | xx | x | xxxxxxxxxxx | \$ 12,570.00 |
| PHASE II WORK – proposed | | | | | |
| 1 | Furnish, Install, & Remove Airlift Equipment | LS | 1 | xxxxxxxxxxx | \$ 59,945.00 |
| 2 | Airlift Well to Bottom | HR | 30 | \$ 770.00 | \$ 23,100.00 |
| 3 | Fluid & Solids Control | LS | 1 | xxxxxxxxxxx | \$ 6,922.00 |
| 4 | Furnish & Install 8” x .050” Carbon Steel Screen | VF | 320 | \$ 164.00 | \$ 52,480.00 |
| 5 | Replacement Motor, Pump End, Sub Cable | LS | 1 | xxxxxxxxxxx | \$ 38,210.00 |
| 6 | Disinfection of Well & Freight Charges | LS | 1 | xxxxxxxxxxx | \$ 1,200.00 |
| 7 | Install Pumping Equipment, Setup for Pumping to Waste, Test Pump, Remove PTW Equipment, & Provide Startup Services (BacT testing by Owner) | HR | 36 | \$ 410.00 | \$ 14,760.00 |
| TOTAL PHASE II PROPOSED | | | | | |
| | | xx | xxx | xxxxxxxxxxx | \$ 196,617.00 |
| TOTAL ESTIMATED PROJECT COST | | | | | |
| | | xx | xxx | xxxxxxxxxxx | \$ 209,187.00 |

Brent, we were actually able to reduce the cost to Furnish, Install, & Remove the Airlift Equipment compared to 2021 as it is already fabricated and located in our Durand office.

Please note if you wish to go with the Muni-Pak Well Screen add \$ 81,400.00.

Sincerely;

Mike Whittenbaugh

Mike Whittenbaugh

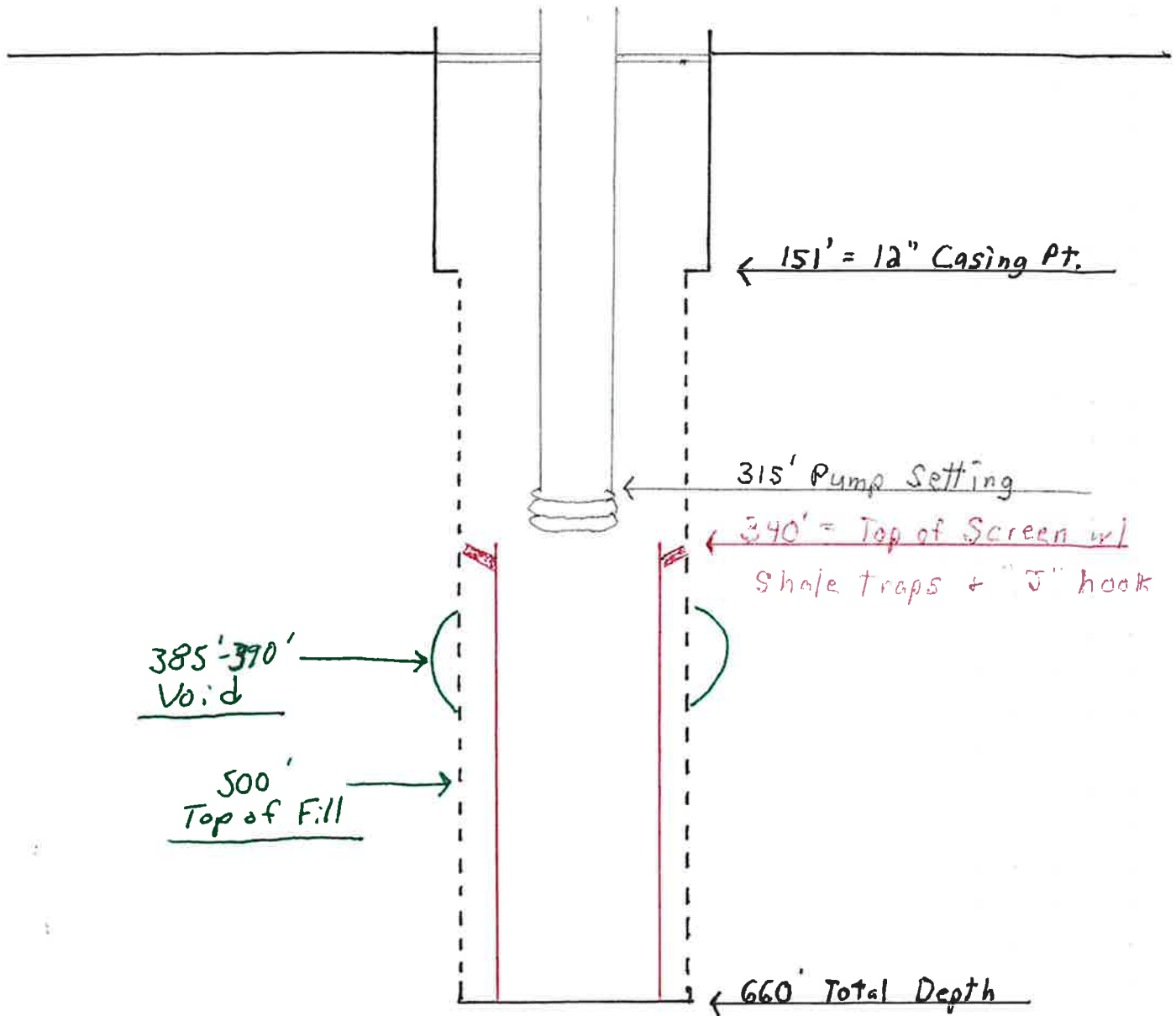
President

The Cahoy Group

CAHOY PUMP SERVICE

The Premier Provider of Municipal, Industrial & Environmental Water Well Services

Belvidere #5



SUMNER, IA
Corporate Office
563-578-1130

CAHOY IOWA
WEST
MARNE, IA

CAHOY ILLINOIS
NORTH
DURAND, IL

CAHOY ILLINOIS
SOUTH
LINCOLN, IL

BELVIDERE

WELL #5

JOB # 23099

DATE 6/14/23

PUMP

#1 This is a Borer Wholesale pump. The model number is 10 WALC. The serial number is 27939. It is a two stage pump. The GPM is 550. The TDH is 363. Due to severity of damage, I did not fill out a spec sheet.

#2 The bowl shaft is worn and needs to be replaced.

#3 The bearings are extremely worn. They are over .050". Nominal is .010".

#4 The impellers are extremely worn and need to be replaced.

#5 The wear ring areas are extremely worn and need to be bored out for rings.

#6 The castings are basically destroyed.

This pump can't be salvaged because it was destroyed by sand.

MOTOR

#1 The motor seal is bad and leaking.

#2 The bearing has severely dropped.

3 The windings are .4, .4, .4. They are totally grounded out.

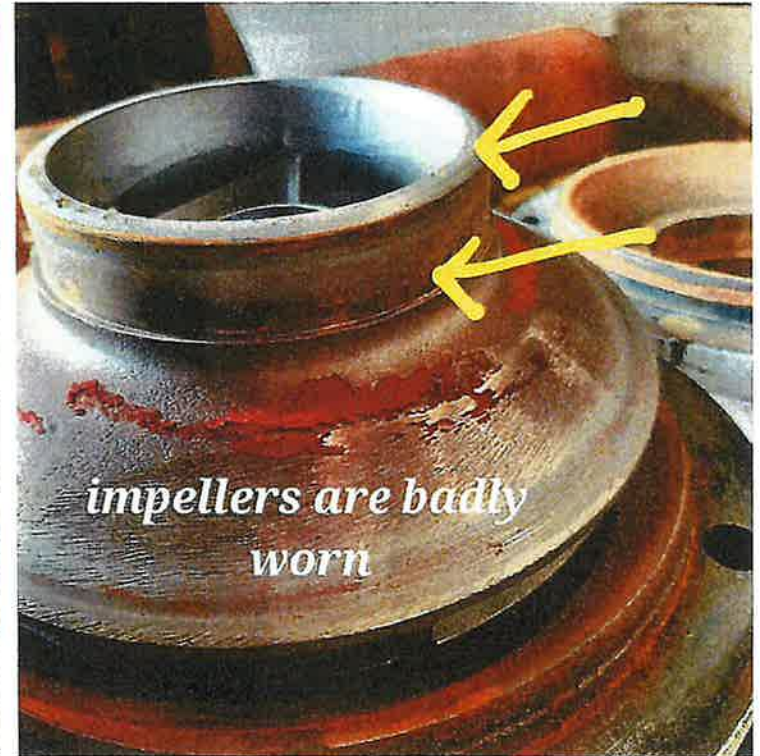
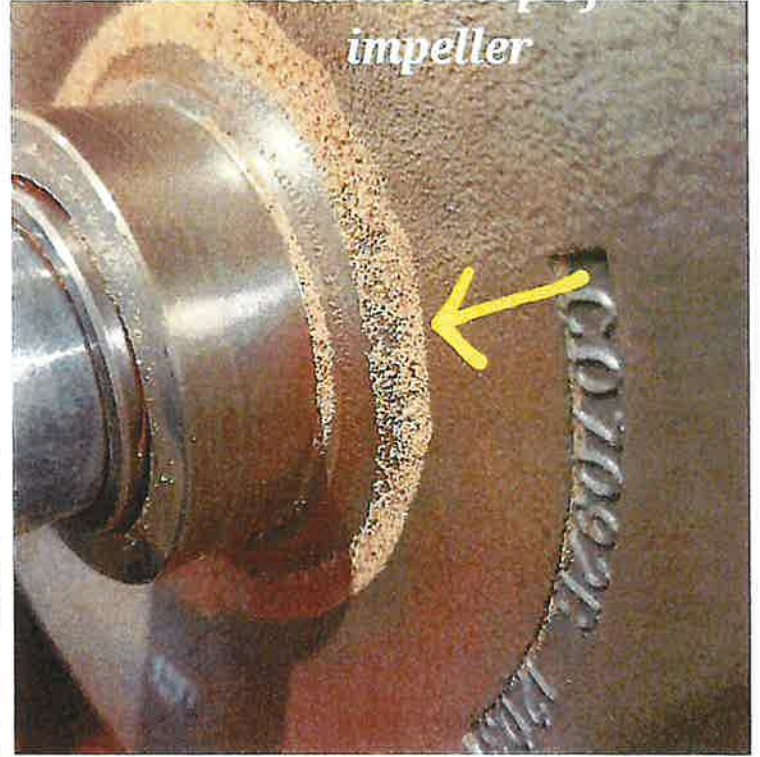
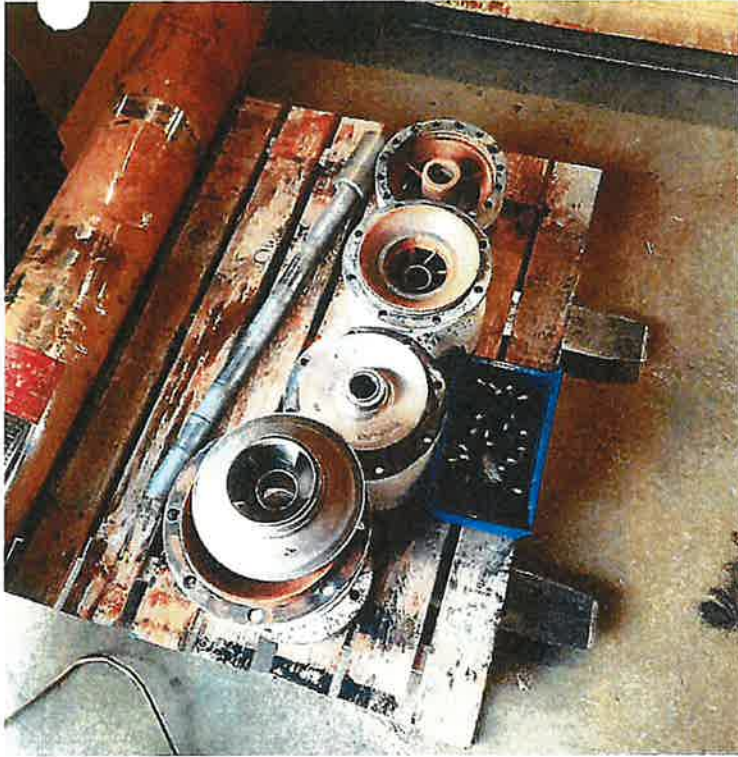
#4 The castings are good.

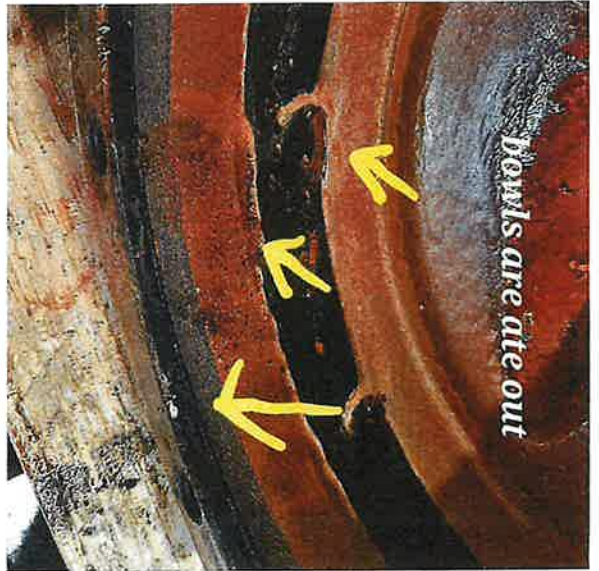
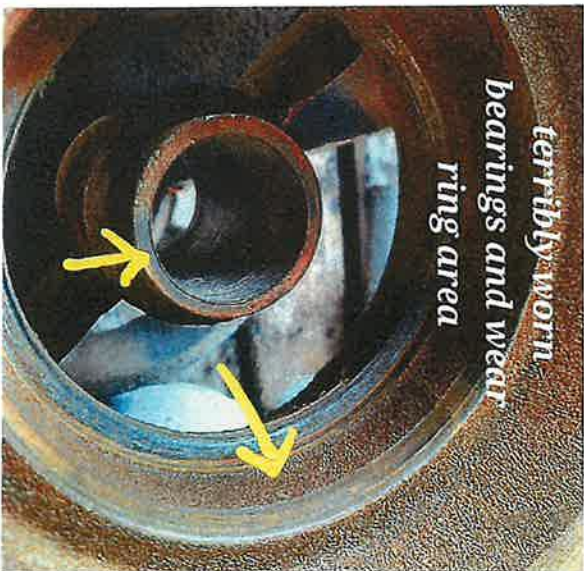
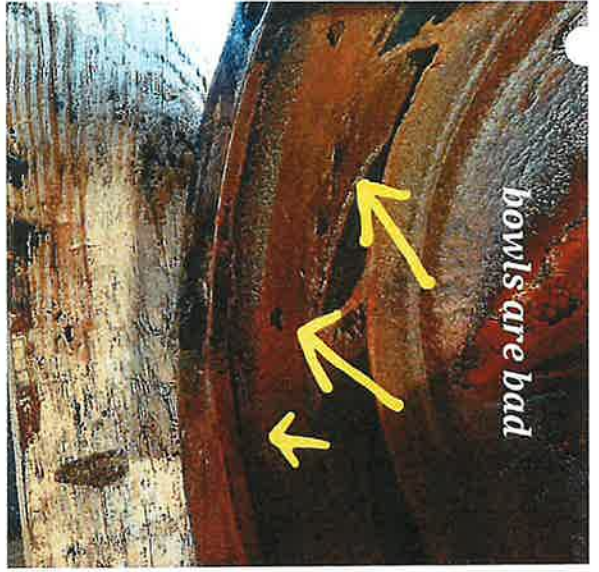
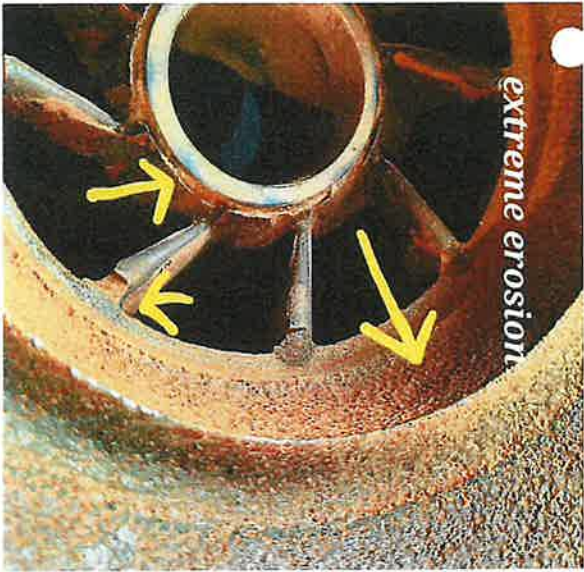
#5 The leads are good.

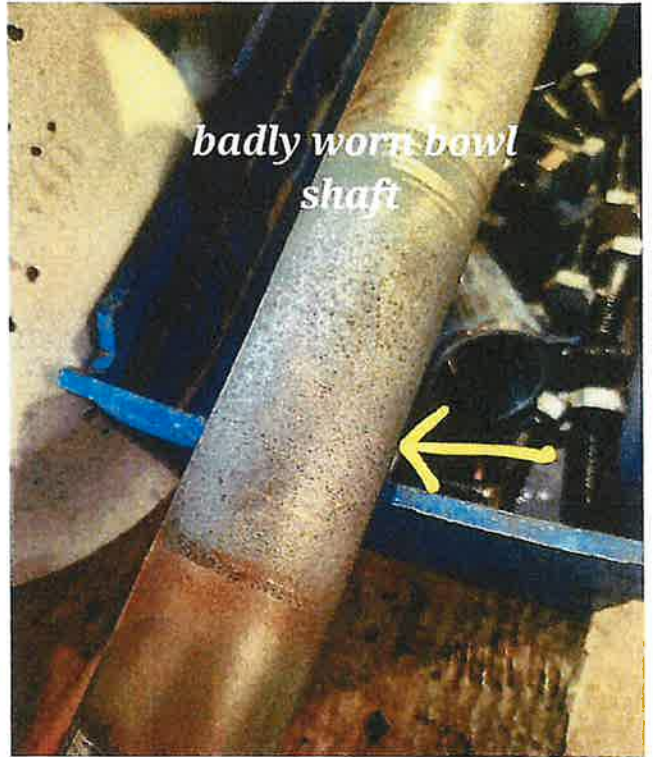
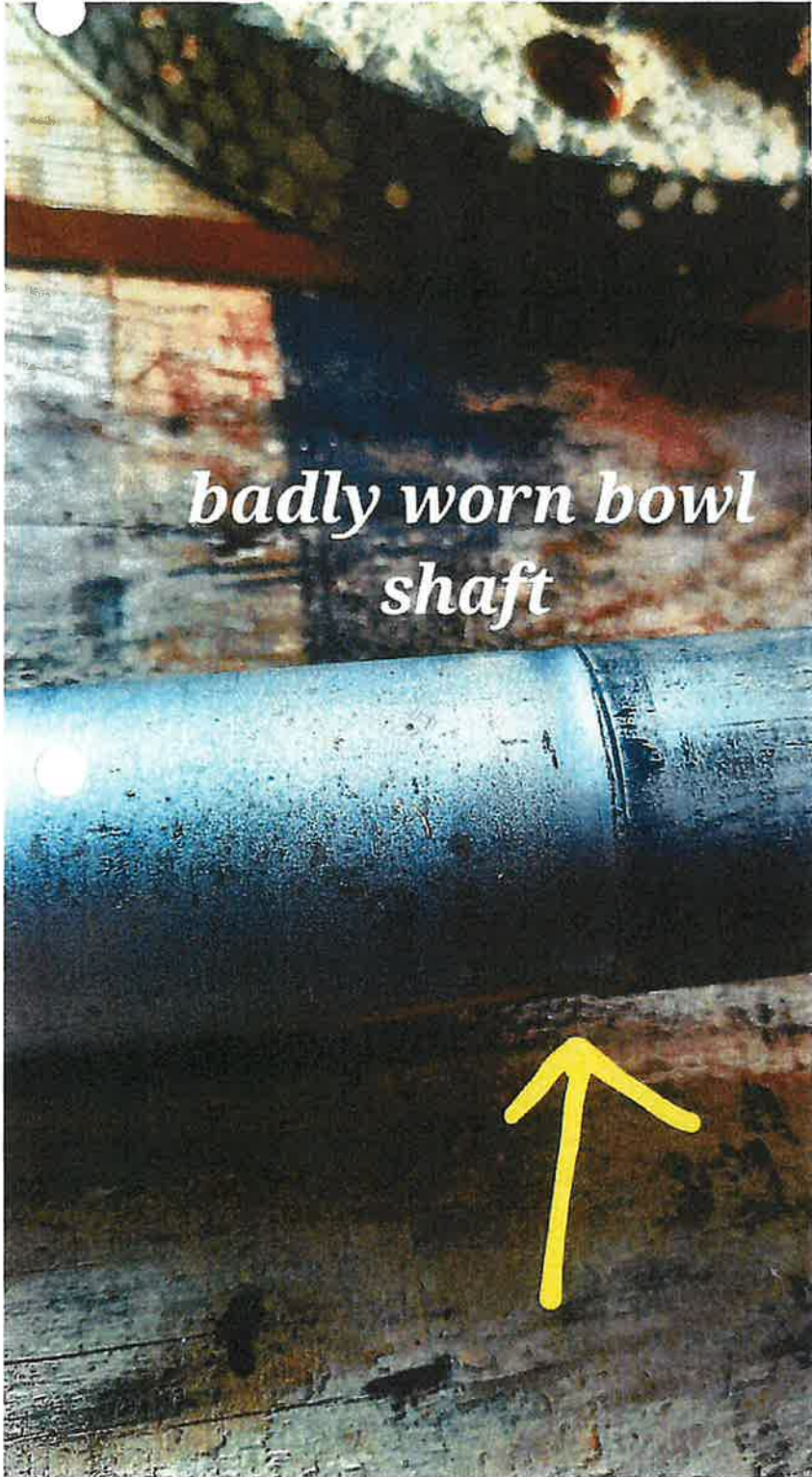
Due to massive bearing drop, grounded out windings and bad seal, this motor will have to be replaced. Motor information is in the pictures.

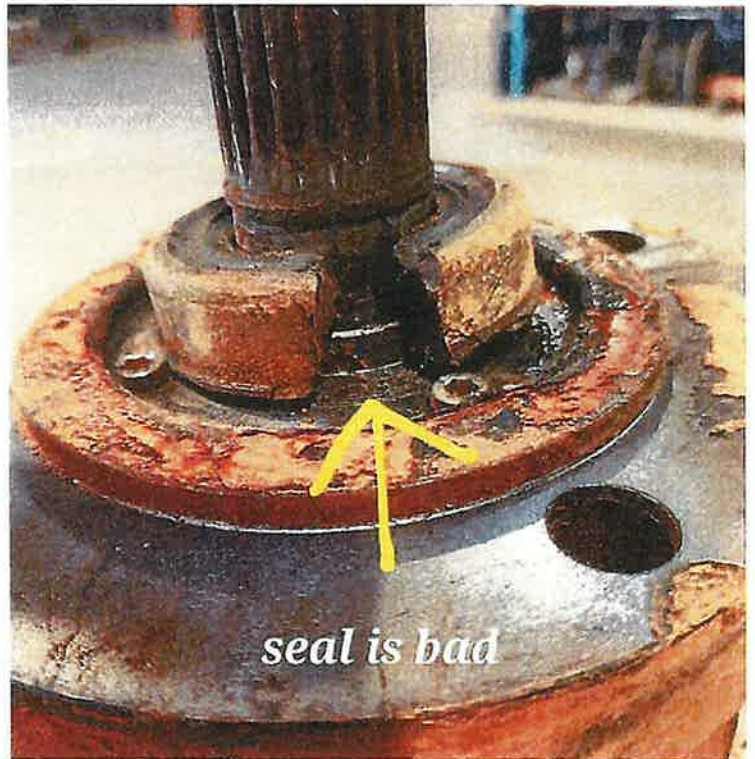
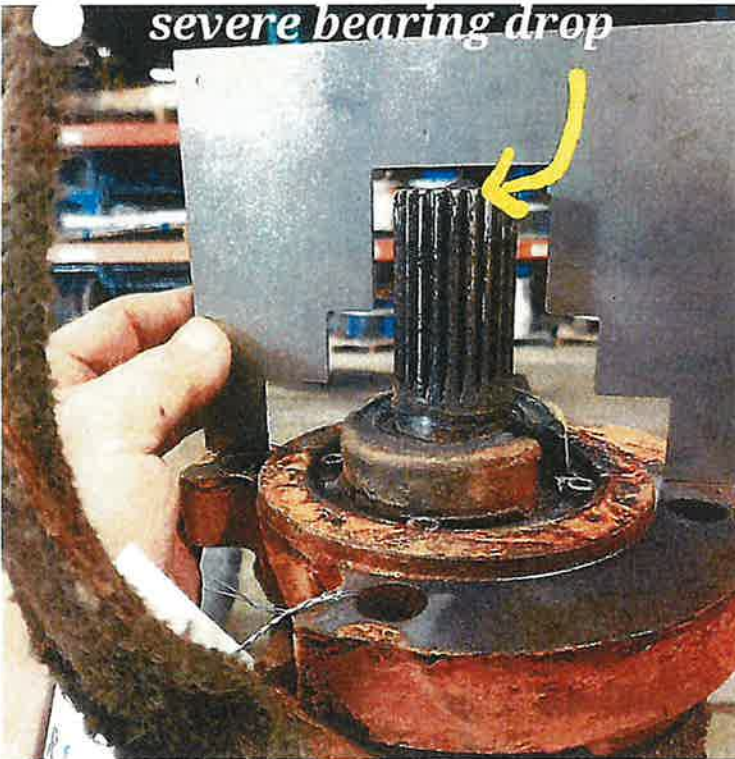
Due to severity of damage, I did not fill out a spec sheet.

The pump and motor are the only equipment that was brought back.









Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 6/20/2023
Re: WWTP 2018 Improvement Project – Change Order #3

Attached to this memo is a copy of Change Order #3 for the WWTP 2018 Improvement Project. The change order includes the following additional work:

1. Addition of a swivel joint to the gas piping on the secondary digester. \$7,163.74
2. New electrical service to main equipment building (council has previously approved). \$115,520.58
3. Submittal Exchange project software extension. \$1,072.48
4. Extension of Contract Time to allow for completion of the sludge heater repair to November 2, 2023.

The change order represents an increase to the contract in the amount of \$123,756.80. The change order request has been reviewed and recommended by our engineers for this project, Baxter & Woodman.

I would recommend approval of Change Order #3 for the WWTP 2018 Improvement Project in the amount of \$123,756.80. This work will be paid for from the IEPA Loan for this project.

CHANGE ORDER NO. 3

You are directed to make the following changes in the Contract Documents:

| | | | |
|--------------------|--|-------------------------------|------------------------|
| PROJECT: | 2018 Wastewater Treatment Plant Improvements | DATE OF ISSUANCE: | June 1, 2023 |
| OWNER: | City of Belvidere, Illinois | ENGINEER: | Baxter & Woodman, Inc. |
| CONTRACTOR: | Williams Brothers Construction, Inc. | ENGINEER's Project No. | 180436.60 |

Description:

1. Provide for an adjustment to the Contract Amount for the additional cost associated with extension of Submittal Exchange Web-Based Software. This additional cost was not included in the Contractor's bid proposal.
Proposed Cost for this Item..... \$1,072.48
2. Provide for an adjustment to the Contract Amount for additional costs associated with furnishing and installing a swivel joint on the gas piping located on the Secondary Digester.
Proposed Cost for this Item..... \$7,163.74
3. Provide for an adjustment to the Contract Amount for additional costs associated with furnishing and installing a new secondary electrical duct bank and associated conduits and conductors to supply power to the Main Equipment Building.
Proposed Cost for this Item..... \$115,520.58
4. Provide for an adjustment to the Contract Time to extend the substantial completion and completion dates of the Contract
Proposed Cost for this Item..... Not Applicable

Purpose of Change Order:

1. Provide for an adjustment to the Contract Amount for costs associated with extending the use of the Submittal Exchange Web-Based Software utilized to organize and maintain critical construction-related documents. Submittal Exchange was originally purchased by the Contractor for the duration of the original Project Time through Completion. Delays in equipment deliveries have extended the Project substantially, requiring Submittal Exchange to be extended to meet the most current Project Completion date anticipated.
2. During construction, it was discovered that Walker Process' shop drawing submittal includes a swivel pipe connection on the gas take-off piping. This was not known at the time of design; therefore, the Contract Drawings do not show this swivel fitting requirement. After verification of the need for this swivel fitting through Request for Interpretation No. 11, the Contractor was directed to furnish and install the subject swivel. This work was not included in the original Contract Work and was unforeseeable at the time of Bid.
3. During construction, it was discovered that the existing secondary electrical service duct bank and conductors to the Main Equipment Building for the Wastewater Treatment Plant were compromised and could fail at any time. Considering this to be an emergency, the City immediately reached out to the Contractor for a proposal to replace this service, and avoid the potential for a loss of power to the Main Equipment Building, which would be detrimental to the Plant's operations. This work was not included in the original Contract Work and was unforeseeable at the time of Bid.
4. Provide for an adjustment to the Contract Dates for both Substantial Completion and Final Completion due to the unavoidable delays as a result from: access to the digester due to sludge removal and land application issues, delivery of required equipment and materials as a result of the national pandemic and material availability, and unavoidable delays due to the failure of existing Wastewater Treatment Plant boiler equipment. The Contractor requested an extension due to their access and equipment availability delays, but after this was accepted for issuance in a change order, the City encountered issues with their boiler, preventing start-up and completion of the secondary digester. The Contractor's extension was therefore further amended based upon the current boiler parts availability, and adjusted accordingly.

CHANGE ORDER NO. 3

City of Belvidere, Illinois
2018 Wastewater Treatment Plant Improvements

Attachments:

1. Contractor's Proposal Breakdown Summary No. 9, issued by Williams Brothers Construction, Inc., dated January 27, 2023.
2. Contractor's Proposal Breakdown Summary, issued by Williams Brothers Construction, Inc., dated February 7, 2023.
3. Contractor's Proposal Breakdown Summary, issued by Williams Brothers Construction, Inc., dated May 16, 2023.
4. Request for Interpretation, issued through Submittal Exchange, dated August 9, 2022,
5. Contractor's Time Extension Request, issued by Williams Brothers Construction, Inc., dated April 11, 2023.

CHANGE IN CONTRACT PRICE:

| | |
|--|-----------------------|
| Original Contract Price: | <u>\$3,740,000.00</u> |
| Previous Change Orders: | <u>\$95,199.71</u> |
| Current Contract Price: | <u>\$3,835,199.71</u> |
| Net Increase of This Change Order: | <u>\$123,756.80</u> |
| Contract Price With This Change Order: | <u>\$3,958,956.51</u> |

CHANGE IN CONTRACT TIME:

| | |
|---------------------------------------|-------------------------|
| Original Contract Time: | |
| Substantial Completion: | <u>May 11, 2022</u> |
| Completion: | <u>August 9, 2022</u> |
| Change From Previous Change Orders: | |
| Substantial Completion: | <u>174 Days</u> |
| Completion: | <u>174 Days</u> |
| Current Contract Time: | |
| Substantial Completion: | <u>November 1, 2022</u> |
| Completion: | <u>January 30, 2023</u> |
| Net Increase of this Change Order: | |
| Substantial Completion: | <u>336 Days</u> |
| Completion: | <u>277 Days</u> |
| Contract Time with This Change Order: | |
| Substantial Completion: | <u>October 2, 2023</u> |
| Completion: | <u>November 2, 2023</u> |

NOTE: USE ANYTIME THE CHANGE ORDER EXCEEDS \$10,000 ± OR 30 DAYS EXTENSION.

Pursuant to 720 ILCS 5/33E-9, (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, (2) the change is germane to the original contract as signed, and (3) the change order is in the best interest of the City of Belvidere, Illinois.

PREPARED BY:

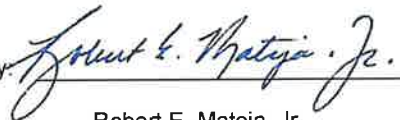
BAXTER & WOODMAN, INC.

APPROVED:

CITY OF BELVIDERE

ACCEPTED:

WILLIAMS BROTHERS
CONSTRUCTION, INC.

By: 

Robert E. Mateja, Jr.
Construction Project Manager

By: _____

Clinton Morris
Mayor

By: _____

David Williams
President

RECOMMENDED BY:

By: _____

Daniel Bounds, P.E.
Client Manager

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 6/20/2023
Re: Irene & Hawkey Watermain Extension Project – Change Order #1

Attached to this memo is a copy of Change Order #1 for the Irene & Hawkey Watermain Extension Project. The change order includes the following additional work:

1. Extending the water service length ten feet beyond the valve for each of the 12 water services for this project in order to prevent the valves from blowing off due to the pressure of the 16" watermain when the property owner goes to connect to the service. The ten foot extension was a cheaper alternative than restraining each of the service valves back to the main.

12 services @ \$1,394.00/EA = \$16,728.00

The change order represents an increase to the contract in the amount of \$16,728.00, which is 2.37% of the original contract cost of \$706,478.50. The change order request has been reviewed and recommended by our engineer for this project, CES.

I would recommend approval of Change Order #1 for the Irene & Hawkey Watermain Extension Project in the amount of \$16,728.00. This work will be paid for from Water Connection Fees. The entire cost of this project will be included in a Recapture Ordinance for future connectors.



Request for Approval of Change of Plans

| | | | |
|--|--|----------------------------|--------------------|
| Local Public Agency City of Belvidere | County Winnebago | Route Irene & Hawkey WM | Section Number |
| Request Number 1 <input type="checkbox"/> Final | Contractor Northern Illinois Services Co. | | |
| Address 4781 Sandy Hollow Rd. | City Rockford | State IL | Zip Code 61109 |
| Date 06/20/23 | | | |

I recommend that this Addition be made to the above contract.

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

| Item Description | Unit of Measure | Quantity | Unit Price | Addition (A) or Deduction (D) | Total Addition | Total Deduction |
|--|-----------------|----------|-------------|-------------------------------|----------------|-----------------|
| - 6" Water Service Extension, Complete | EACH | 12 | \$1,394.000 | A | \$16,728.00 | \$0.00 |
| - | | | | | \$0.00 | \$0.00 |
| - | | | | | \$0.00 | \$0.00 |
| - | | | | | \$0.00 | \$0.00 |
| - | | | | | \$0.00 | \$0.00 |
| - | | | | | \$0.00 | \$0.00 |
| - | | | | | \$0.00 | \$0.00 |
| - | | | | | \$0.00 | \$0.00 |
| Total Changes | | | | | \$16,728.00 | \$0.00 |

| | |
|-----------------------------------|--------------|
| Total Net Change | \$16,728.00 |
| Amount of Original Contract | \$706,478.50 |
| Amount of Previous Change Orders | |
| Amount of adjusted/final contract | \$723,206.50 |

Total net addition to date \$16,728.00 which is 2.37% of the contract price.

State fully the nature and reason for the change

The water service extensions will include extending the services 10' beyond the valve and include a cap, tap, and plastic whip for flushing and bleeding air. They will also remove the whip at the conclusion of watermain testing.

The purpose of this service adjustment is to prevent the pressure of the watermain from blowing off the valve when the site owners eventually connect to the provided service. The alternative to this extension was to relocate the shutoff 10' back from the property line but that would deviate from City standards for valve placement near the ROW line and put a few of them in undesirable locations within ditch lines.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- The Local Public Agency has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- The Local Public Agency has determined that the change is germane to the original contract as signed.
- The Local Public Agency has determined that this change is in the best interest of the Local Public Agency and is authorized by law.

Prepared By

Title of Preparer

Adam Bunge

Project Manager

Submitted/Approved

Local Public Agency Signature & Date

BY:

Title:

For a Road District project County Engineer signature required.

County Engineer/Superintendent of Highways Signature & Date

Approved:

Illinois Department of Transportation

Regional Engineer Signature & Date

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 6/21/2023
Re: Sludge Heater Repair – WWTP

There are two sludge heaters that maintain the sludge in the digesters at a constant temperature of 98 degrees. One of those two heaters is down and needs to be repaired.

We have received a proposal from Evoqua Water Technologies for the replacement parts needed for the sludge heater in the amount of \$19,224.38.

We talked to three contractors regarding this project and have received the following proposal for the labor and equipment to install the replacement parts:

- | | |
|------------------------|------------|
| 1. Helm Service | \$8,414.00 |
| 2279 Yellow Creek Road | |
| Freeport, IL 61032 | |

I would recommend approval of the proposal from Evoqua Water Technologies for the sludge heater replacement parts in the amount of \$19,224.38.

I would further recommend approval of the proposal from Helm Service for the labor and equipment to install the replacement parts in the amount of \$8,414.00.

The parts and installation will be paid for from Sewer Depreciation Line Item #16-1790.

Proposal For: CITY OF BELVIDERE
2001 NEWBURG RD
BELVIDERE, IL 61008-8608

Kyle Kamerer
Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
Phone: (262) 521-8238
kyle.kamerer@evoqua.com

Item Pricing Summary

| Item | Part No Description | Qty | Net Price | Ext. Price |
|------|--|-------|-----------|------------|
| 1 | W2T322327 TUBE-FIRING,2"D x13GA WALLx 73.75,SA178 Reference #: 141-34491-2 | 28 EA | \$350.18 | \$9,805.04 |
| 2 | W2T497168 SLUDGE TUBE,4.50"OD X 77.63"LG,SA106-GRB Reference #: 141-34492-3 | 6 EA | \$598.85 | \$3,593.10 |
| 3 | W3T20401 RING-GASKET,6.75"SQ X 1.63"HT,PTD,CI Reference #: 441-30716-2 | 14 EA | \$292.50 | \$4,095.00 |
| 4 | W2T122262 O-RING,4.00"ID,5.00"OD,.50"TH,NEOP,60D Reference #: 341-30080-2 | 26 EA | \$12.74 | \$331.24 |

Currency: USD

| | |
|--------------------------------|--------------------|
| Item(s) Subtotal: | \$17,824.38 |
| Shipping and Handling Charges: | \$1,400.00 |
| Total Net Price: | \$19,224.38 |

Proposal Notes

Lead Time: 5 - 6 Weeks

Material Escalation

Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 334.957 for March 2022. If the MMPI exceeds 341.656 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 341.656.

Please provide tax exempt certificate with purchase order.

Our Manufacturer Rep in your area is:

Representative: Ron Kau
Company: Peterson and Matz, Inc.



PROJECT PROPOSAL

Company

Helm Service
2279 Yellow Creek Rd
Freeport, IL 61032
Ph: 815-990-1454

Proposal Date: 6/9/2023
Proposal Number: P03002

Bill To Identity

CITY OF BELVIDERE
401 WHITNEY BLVD.
BELVIDERE, IL 61008

Agreement Location

Belvidere WWTP
2001 Newburg Rd.
Belvidere, IL 61008
Nick Steiner

RE: City of Belvidere - Waste Water Treatment Plant - Sludge Boiler - Fire Tube Replacement

Good Afternoon Nick,

Helm Service would like to thank you for the opportunity to provide this proposal for your consideration. Partnering with Helm Service for this work will ensure you are receiving the highest technical expertise in our industry. Our mechanical service procedures promote the highest safety and environmentally conscious practices available.

Scope:

- Provide labor and materials to complete the following:
 - Remove existing fire tubes in the boiler.
 - Install new customer supplied boiler tubes.
 - Fill boiler with water and hydro test for inspection.
- Customer responsible for draining boiler prior to Helm's arrival.
- Customer to reassemble boiler once tubes are changed.
- Proposal based on isolation valves holding on boiler.
- Proposal based on straight time labor.
- Proposal does not include sales tax.

Investment for Above.....\$8,414.00

Clarifications:

- Please note –We are not responsible for delays in equipment/material deliveries due to supply chain delays. With current environment, pricing is subject to change pending any equipment cost increases.
- Work to be performed during normal working hours of 7:00am thru 3:30pm, Monday thru Friday.
- *This proposal, scope, and price is the proprietary property of Helm Service and is for our Client's use only, as it is to be utilized for the agreement evaluation.* This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Helm Service, which is not expressed herein. No party shall alter this agreement. This proposal will become a binding Agreement only after acceptance by Client and approval by an officer of Helm Service as evidenced by their signatures below. All rights to any designs presented are retained by Helm Service.
- Proposal valid for 30 days.



Exclusions:

- The scope of this proposal does not include the replacement of any other components of the mechanical or controls systems that are not specifically listed in this proposal.
- Temporary HVAC equipment or rental equipment.
- Permits, Inspection fees of any kind.
- Isolation valves, strainers, check valves, etc. unless specifically noted.
- Electrical work of any kind, starters, disconnects, VFD’s wire, conduit, breakers, fuses, etc. Unless noted above.
- Roofing, cutting, patching, flashing, painting.
- All work associated with Fire/Life Safety, including interfaces and interlocks to the Fire Alarm System, smoke detectors, fire dampers, smoke control dampers, and smoke/fire dampers.
- Utility Services: We assume the existing utilities (gas, electrical, water) serving the facility are properly sized to handle the current building loads. If it is determined service upgrades are necessary to facilitate current or future loads, additional costs will apply through your utility provider and/or Helm.
- Structural building/walls; cutting, patching, and coring.
- Payment and performance bonds.
- All responsibility for Lead and asbestos identification, abatement, removal, and disposal prior to start of job.

Thank you for the opportunity. We look forward to working with you.

Brooke VenHuizen

Account Manager |Helm Service
815-990-1454 cell
bvenhuizen@helmgroupp.com

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the “Agreement”), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Brooke VenHuizen

Signature (Authorized Representative)
Brooke VenHuizen

Name (Print/ Type)
815-990-1454

Phone
6/9/2023 P03002

Date Proposal #

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date PO#