

## City Council COMMITTEE OF THE WHOLE

City of Belvidere, Illinois

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

#### **AGENDA**

July 10, 2023 6:00 p.m. City Council Chambers 401 Whitney Blvd., Belvidere, Illinois

Roll Call:
Public Comment:

Call to Order:

#### <u>Public Forum:</u>

Reports of Officers, Boards, and Special Committees:

- 1. Building, Planning & Zoning, Unfinished Business: None.
- 2. Building, Planning & Zoning, New Business:
  - A. Building Department Update.

- B. Planning & Zoning Department Update.
- C. Appointment of Carl Gnewuch to serve as chairman of the Belvidere Planning and Zoning Commission.
- D. Downtown Façade Improvement Grant Program.
- 3. Public Works, Unfinished Business: None.
- 4. Public Works, New Business:
  - A. Public Works Update.
  - B. 2023 MFT Thermoplastic Pavement Striping Bid Tabulation.
  - C. 2023 MFT Street Overlays Bid Tabulation.
  - D. Highline Lift Station Pump Rail Replacement.
  - E. WWTP Wet Well Vent Line Installation.
  - F. WWTP Final Clarifier Repair/Rehabilitation.
  - G. Lead Service Line Inventory Grant Engineering Proposal.

#### 5. Other:

- A. Resolution of Support for a Community Block Grant.
- B. Block Party Request 1404 Whitney Blvd.
- C. Appointment of Don Banks to the Community Building Complex Committee.

#### 6. Adjournment:

#### **MEMO**

**DATE:** June 14, 2023

TO: City Council and Clerk

FROM: Mayor Clint Morris

**RE:** Appointment of Chair of the Belvidere Planning and Zoning Commission

The Belvidere Planning and Zoning Commission is comprised of seven (7) members, each serving a five-year term. There is a one-year Chairperson term to be served by a Commission member. At their June 13, 2023 meeting, the Commission nominated Carl Gnewuch to serve as Chairperson. As such, pursuant to section 2-510 of the Belvidere Municipal Code, I offer my appointment of Carl Gnewuch as chairman of the Planning and Zoning Commission.

<u>Requested Motion:</u> Motion to consent to and approve the appointment of Carl Gnewuch to serve as Chairperson of the Belvidere Planning and Zoning Commission for a one-year term ending May 2024.

#### CITY OF BELVIDERE

Community Development

#### BUILDING DEPARTMENT

PLANNING DEPARTMENT

401 WHITNEY BLVD. SUITE 300 BELVIDERE, IL 61008 \* PH (815)547-7177 FAX (815)547-0789

Date: June 28, 2023

To: Belvidere City Council

From: Gina DelRose, Community Development Planner

Re: Downtown Façade Improvement Grant Program

As part of the FY 24 budget, the City Council allocated \$26,462 for the Downtown Façade Improvement Grant Program. Funding for this program comes from video gaming revenues.

On May 8, 2023, planning staff sent out information to 113 eligible property owners notifying them of the grant program. A total of twelve applications were received requesting a total of \$54,490 in grant funds and are attached for your review. Projects range from new windows to brick work to accessibility improvements. Attached is a spreadsheet outlining staff's recommendation and the Belvidere Historic Preservation Commission's recommendation from their June 27, 2023 meeting. The Commission gave priority to historically appropriate renovations and did not consider requests such as ADA compliance and non-street side façade repairs. Such requests are eligible projects per the grant request and therefore, staff did take them into consideration when determining award amounts.

Planning Staff and the Historic Preservation Commission act as recommending bodies to the City Council for this program. The City Council may alter the amount of funding or approve only portion of the applications as it sees fit.

Planning Staff recommends the City Council motions to approve the following grant awards for a total of \$26,642:

515 S. State Street- \$3,500

110 E. Lincoln Avenue- \$3,500

126-128 N. State Street- \$3,000

116-118 N. State Street- \$2,500

124 N. State Street- \$3.500

220 W. Locust Street- \$0

409 S. State Street- \$3,000

519 S. Main Street- \$0

611 S. State Street- \$0

207 S. State Street- \$2,500

107 W. 1st Street- \$3,500

209 S. State Street- \$1,462

# 2023 Downtown Façade Improvement Grant

		Total amount available: \$26,462	54,490		Total Requested	
\$1,462	The HPC recommends allotting \$1,000 for the project. Full funding was withheld due to lack of progress on previously approved renovations and lack of estimates.	The application is missing estimates for materials and work. In the past the applicant has done their own work, reducing the cost of the project.	2,700	5,400	windows, painting, façade repair	209 S. State Street
\$3,500	The HPC recommends allotting $$4,000$ for the project.	This is the former Larson and Larson Law Office. The property has been vacant for years and has had several code violations issued.	5,000	20,000	replace windows, front façade painting	107 W. 1st Street
\$2,500	The HPC does not recommend awarding any grant funds due to the lack of historical significance of the building.	This is Taft Insurance. The property was awarded a grant for the window in the past but was not able to pursue the project.	4,058	8,116.36	lighting, replace doors and windows	207 S. State Street
\$0	The HPC does not recommend awarding any grant funds due to an incomplete application.	The application is missing estimates and description of work being completed	2,900	5,800	rear and façade improvements	611 S. State Street
\$0	The HPC does not recommend awarding any grant funds due to the lack of visibility to State Street.	This is Russell Smith Insurance & Law Offices. The property owner has made a significant investment of their own.	7,500	86,313	replacement of windows	
\$3,000	The HPC recommended allotting $$2,712$ for the project. Full funding was withhold due to lack of progress on previously approved renovations.	This is El Molcajete. The property was awarded a grant in the past but was not able to pursue the project.	5,000	15,000	tuck point, paint, awning, lighting	409 S. State Street
0	The HPC does not recommend awarding any grant funds due to the lack of historical significance of the building.	This is the YMCA. The ADA entrance will assist many Y members.	3,582	7,164.00	ADA accessible front entrance	220 W. Locust Street
\$3,500	The HPC recommended allotting \$5,000 if the applicant finds bricks similar to what was originally used on the building.	This is Celia's Dance Studio. Since matching brick could not be located, the entire front façade needs to be removed and replaced. Insurance is not covering the total cost.	5,000	16,700	repair decorative parapet, replace upper brick wall	124 N. State Street
\$2,500	The HPC recommended allotting \$3,750 if the applicant removes the wood façade instead of repainting it. Also, unpainted brick shall not be painted.	This is LungFung Restaurant. This renovation will repair brick and parapet damage that the insurance is not covering as well as 'cleaning' up the front façade.	3,750	7,500	repair damaged brick, tuck pointing, painting	116-118 N. State Street
\$3,000	The HPC recommended allotting \$5,000 if windows designed to fit within the original openings are installed rather than replacing the inserts.	128 N. State St is a hair salon. This renovation will repair tornado damage that insurance is not covering as well as 'cleaning' up the front façade.	5,000	94,000	replace upper and lower windows, tuck pointing, painting	126-128 N. State Street
\$3,500	The HPC does not recommend awarding any grant funds due to the lack of historical significance of the building and for not being visible by State Street.	This is Marks Auto Service. The new property owner has made a significant investment of their own.	5,000	25,000	repair/replace damaged brick, tuckpoint, brick in windows, stucco, awning	110 E. Lincoln Avenue
\$3,500	The HPC recommended allotting \$2,000 for the South State Street façade. If the Applicant expands the renovations to include repainting the parapet as well, the HPC recommends allotting the \$5,000.	This is the new brewery set to open in 2023. The new property owner has made a significant investment of their own.	5,000	11,411.02	recess front door for ada compliance, add additional door in rear	515 S. State Street
Staff's Recommendation	Historic Preservation Commission Recommendation and Reasoning	Staff's Comments	Requested Reimbursement	Total Project Cost	Project	Address

## **Public Works Department**

# Memo

To:

Mayor and City Council

From:

Brent Anderson, Director of Public Works

Date:

7/5/2023

Re:

2023 MFT Thermoplastic Pavement Striping Bid Tabulation

The following bids were opened today for the 2023 MFT Thermoplastic Pavement Striping Contract:

1. Countryman, Inc.

\$43,954.00

1222 Buchanan Street Rockford, IL 61101

2. Precision Pavement Markings

\$52,534.70

P.O. Box 705 Elgin, IL 601215.

3. Superior Road Striping

\$52,751.75

1980 North Hawthorne Avenue

Melrose Park, IL 60160

4. RoadSafe Traffic Systems, Inc.

\$132,860.10

12225 Disk Drive Romeoville, IL 60446

The estimate for this work was \$80,185.00.

I would recommend approval of the low bid from Countryman, Inc, in the amount of \$43,954.00, for the 2023 MFT Thermoplastic Pavement Striping Project, subject to IDOT approval. This work will be paid for from MFT Funds.

## **Public Works Department**

# Memo

To: Mayor and City Council

From: Brent Anderson, Director of Public Works

**Date:** 7/5/2023

Re: 2023 MFT Street Overlays Bid Tabulation

The following bids were opened today for the 2023 MFT Street Overlay Program:

 Rock Road Companies P.O. Box 1779 Janesville, WI 53547 \$949,860.00

2. Curran Contracting 286 Memorial Court Crystal Lake, IL 60014

\$988,213.70

The engineer's estimate for this work was \$980,304.75.

I would recommend approval of the low bid from Rock Road Companies, in the amount of \$949,860.00, for the 2023 MFT Street Overlay Program, subject to IDOT approval. This work will be paid for from MFT Funds.

## **Belvidere Public Works**

# Memo

To: Mayor and City Council

From: Brent Anderson, Director of Public Works

Date: 7/5/2023

Re: Highline Lift Station - Pump Rail Replacement

The guide rails at the Highline Lift Station are broken and need to be replaced. We have received the following proposals to furnish and install new stainless steel pump guide rails:

1. Ceroni Piping Company

\$4,344.00

7770 Ceroni Road Cherry Valley, IL 61016

2. Helm Service

\$7,411.00

2279 Yellow Creek Road Freeport, IL 61032

I would recommend approval of the proposal from Ceroni Piping for new guide rails at the Highline lift station, in the amount of \$4,344.00. This work will be paid for from the Sewer Department Line Item #61-5-820-6005.



7770 Ceroni Rd Cherry Valley, Illinois 61016 (815)332-7777, fax 7775

#### 6/22/2023

Belvidere Sewer Treatment Plant 2001 Newburg Rd, Belvidere, IL 61008

Reference:

Grinder pump rail replacements

Ceroni Piping Company would like to thank you for the opportunity of submitting a proposal on the above-referenced project. The following scope of work is our interpretation of responsibility to this project. Please contact the undersigned with any questions of further clarifications required.

#### Base Work:

- Pump out pit ready to remove the existing grinder pump rails.
- Remove existing grinder pump rails and discard.
- Supply and install 2 new sets of S.S.grinder pump rails.
- Test operation of system

#### **Assumptions & Clarifications:**

- All work to be completed on straight time.
- We assume pit will be maintained or bypassed during work.
- The new pump rails have a 1-year warranty.
- The top and bottom fittings on existing rails will be reused.
- New rails are built using a 20-foot pipe.
- Quote is good for 30 days.

#### Items not included:

- Connections to any other equipment not identified.
- Overtime or premium time, bonds of any kind.
- Any work not listed in base work above.
- Tax if necessary

## Total price \$4,344

Sincerely,
CERONI PIPING COMPANY
Nick Fadness



#### PROJECT PROPOSAL

Company

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

**Bill To Identity** 

Belvidere WWTP 2001 Newburg Rd. Belvidere, IL 61008 Scott Przybyla Proposal Number: P03268

Proposal Date: 6/27/2023

Agreement Location

Belvidere WWTP 2001 Newburg Rd. Belvidere, IL 61008 Scott Przybyla

#### **RE: Belvidere WWTP Lift Station Pipe Guide Replacements**

Good morning, Scott -

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.
- Fabricate 2" pipe guides and deliver to site.
- Set up confined space equipment along with monitor.
- Complete confined space entry permits.
- Remove existing guides and install new guides.
- Disassemble confined space entry equipment.
- Proposal based on straight time labor.
- Proposal does not include sales tax.

Investment for Above.....\$ 7,411

#### 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.
- Structural building/walls; cutting, patching, and coring.
- 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@helmgroup.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.

		Customer
Contractor		
Brooke Vend	Huizen	
Signature (Authorize	ed Representative)	Signature (Authorized Representative)
Brooke VenHuize	n	
Name (Print/ Type)		Name (Print/ Type)
815-990-1454 Phone	<u> </u>	Title
6/27/2023	P03268	
Date	Proposal #	Date PO#

Customer

## **Belvidere Public Works**

# Memo

To: Mayor and City Council

From: Brent Anderson, Director of Public Works

**Date:** 7/5/2023

Re: WWTP Wet Well Vent Line Installation

In order to prevent air locking, a vent line needs to be installed for each of the four raw wastewater pumps in the Main Equipment Building wet well. We have received the following proposals to complete this work:

1. Helm Service \$4,793.00 2279 Yellow Creek Road

Freeport, IL 61032

2. Ceroni Piping Company \$6,240.00

7770 Ceroni Road Cherry Valley, IL 61016

3. Independent Mechanical Industries \$15,525.00 2671 United Lane

Elk Grove Village, IL 60007

I would recommend approval of the proposal from Helm Service to install four vent lines in the Man Equipment Building wet well at the WWTP, in the amount of \$4,793.00. This work will be paid for from the Sewer Department Line Item #61-5-820-6010.



#### PROJECT PROPOSAL

Company

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

**Bill To Identity** 

Belvidere WWTP 2001 Newburg Rd. Belvidere, IL 61008 Scott Przybyla Proposal Date: 6/30/2023 Proposal Number: P03332

**Agreement Location** 

Belvidere WWTP 2001 Newburg Rd. Belvidere, IL 61008 Scott Przybyla

#### **RE: Belvidere WWTP Wet Well Vent Line Installations**

Good afternoon, Scott -

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.
- Disconnect common vent line for pumps and cap line off to common header.
- Demo existing vent header.
- · Core 3 holes in wet well.
- Tie vent lines from 3 remaining pumps in to wet well.
- Link seal penetrations in wet well.
- Proposal based on straight time labor.
- Proposal does not include sales tax.

Investment for Above.....\$4,793.00

#### 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.
- 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@helmgroup.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.

		Customer
Contractor		
Brooke Vene	Huizen	
Signature (Authorize	ed Representative)	Signature (Authorized Representative)
Brooke VenHuize	n	
Name (Print/ Type)		Name (Print/ Type)
815-990-1454 Phone		Title
6/30/2023	P03332	
Date	Proposal #	Date PO#



7770 Ceroni Rd Cherry Valley, Illinois 61016 (815)332-7777, fax 7775

#### 6/22/2023

Belvidere Sewer Treatment Plant 2001 Newburg Rd, Belvidere, IL 61008

Reference: Drain line re-route

Ceroni Piping Company would like to thank you for the opportunity of submitting a proposal on the above-referenced project. The following scope of work is our interpretation of responsibility to this project. Please contact the undersigned with any questions of further clarifications required.

#### Base Work:

- Isolate drain lines from pumps
- Core necessary holes in the wall to route the existing drain lines.
- We have figured one new core for each of the 4 lines.
- Supply and install all necessary piping needed to re-route drains to new cored holes.
- Remove and discard all old piping.
- Seal holes with a watertight sealant from the inside of the building
- Test operation of system with help from the plant

#### **Assumptions & Clarifications:**

- All work to be completed on straight time.
- We assume the piping will be able to be valved off while work is being completed.
- We will reuse as much of the existing piping as we can.
- We assume the wall being cored has been oked to drill.
- Quote is good for 30 days.

#### Items not included:

- Connections to any other equipment not identified.
- Overtime or premium time, bonds of any kind.
- Any work not listed in base work above.
- Tax if necessary

Total price \$6,240 (price is figured as not to exceed cost)

Sincerely,
CERONI PIPING COMPANY
Nick Fadness



2671 United Lane Elk Grove Village, IL 60007

PH: (773) 282-4500

FX: (773) 282-2046

WEB: WWW. INDEPENDENTMECH.COM EMAIL: INFO@INDEPENDENTMECH.COM

April 12, 2023

Jake Williams
Williams Brothers Construction Inc.
Peoria, IL 61654

Subject: Change Order Request Raw Sewage Pumps Air Release Piping.
IMI Job #20132
Change Order Request

#### Jake Williams,

Per your request to add air release piping to each pump QTY 4. Each pipe routed through concrete wall into the wet well. Pricing includes link seals, 4-cores, manual isolation valves and galvanized pipe/fittings.

- 1. Does not include grouting or painting.
- 2. Does not include Pump bypassing.
- 3. Does not include Wet well cleaning.
- 4. does not include air release valves.

Independent Mechanical is requesting an additional \$15,525.00 to complete scope of work.

If you have any questions, please do not hesitate to get in contact with Domingo Moreno, Piping Superintendent at (773) 447-3623 or via e-mail: <a href="mailto:dmoreno@independentmech.com">dmoreno@independentmech.com</a>.

Sincerely,

Domingo Moreno
Piping Superintendent

## **Belvidere Public Works**

# Memo

To: Mayor and City Council

From: Brent Anderson, Director of Public Works

Date: 7/5/2023

Re: Final Clarifier Repair/Rehabilitation - WWTP

One of the two final clarifiers at the WWTP is not functioning properly and needs to be repaired. Due to the age of some of the final clarifier components, the equipment may be beyond repair.

Attached to this memo is a proposal from Baxter & Woodman to complete a condition report for both primary clarifiers to recommend repair and rehabilitation options and corresponding cost estimates for those options. Their proposal is a not to exceed amount of \$12,000.00.0

I would recommend approval of the engineering services work order from Baxter & Woodman, in an amount not-to-exceed \$12,000, to complete the final clarifier condition report at the WWTP. This work will be paid for from Line Item #61-5-820-6190.

# CITY OF BELVIDERE, ILLINOIS FINAL CLARIFIER CONDITION ASSESSMENT ENGINEERING SERVICES WORK ORDER

ENGINEERS' PROJECT No. 2325556.00	ENGINEERS' PROJECT No. 2325556.00			
Project Description:  The Project consists of on-site condition assessment of the two final clarifiers at the City of Belvidere Wastewater Treatment Plant and provide recommendations for rehabilitation and repairs. A detailed Project description is included in Attachment A of this Work Order.				
Engineering Services:  The general provisions of this contract are enur Agreement between the City and Engineers dated Sethis Project is listed in Attachment A of this Work Ord	eptember 22, 2009. A detailed scope of services for			
services performed or furnished under Attachment	ler this Work Order will be in accordance with the 22, 2009. The Owner shall pay the Engineer for the A, based upon the Engineer's standard hourly billing ement of out-of-pocket expenses, which in total will			
Submitted by: Baxter & Woodman, Inc.  By: Associate Vice President  Date: June 22, 2023	Approved by: City of Belvidere, Illinois  By:  Title:  Date:			
Additional Comments and Conditions: None				

#### **Project Description**

The Project consists of on-site condition assessment of the two final clarifiers at the City of Belvidere Wastewater Treatment Plant and provide recommendations for rehabilitation and repairs.

#### **Scope of Services**

The following scope of services details the anticipated tasks necessary to successfully complete this Project.

#### 1. PROJECT ADMINISTRATION

- A. Confer with City staff, from time to time, to clarify and define the general scope, extent and character of the Project.
- B. Plan, schedule, and control the activities necessary to complete the Project. These activities include but are not limited to budget, schedule, scope, and performance, along with coordination of inspections and emptying of clarifiers by City.

#### 2. DATA COLLECTION AND INSPECTION

- A. Collect and review available original construction record documents, repair and maintenance records, and inspection reports.
- B. Perform a buoyancy check on the concrete clarifier tanks based on construction record drawings and available geotechnical investigation reports provided by the City.
- C. Perform confined space entry inspections on the two 80-foot diameter concrete clarifiers and clarifier equipment with assistance of manufacturer's representative, and access to bottoms of tank provided by the City. The clarifier inspections are limited to visual observation and do not guarantee or certify that the original construction and/or design of the structure complies with the requirements set forth in the latest edition of Building Codes and Standards. The scope of work excludes destructive and non-destructive testing.
- D. Identify, quantify, and photo document items needing repair, and determine items requiring further investigation.

#### 3. CONDITION MEMOMORANDUM

- A. Develop recommendations and opinion of probable cost for items requiring repairs.
- B. Prepare and submit to City a memorandum with photo documentation of observations, repair recommendations, and estimate of probable project rehabilitation costs.

City of Belvidere, Illinois Final Clarifier Condition Assessment Engineering Services Work Order No. 2325556.00

Project Schedule

Baxter & Woodman, Inc. shall be authorized to commence the Services set forth herein upon execution of this Agreement. Project tasks shall be completed according to the below schedule.

<u>Milestone</u>

Authorization to Proceed Clarifier Inspections Submit Letter Report to City Date

June 30, 2023
To Be Mutually Determined
30 Days After Last Clarifier Inspection

#### **Owner Responsibilities**

In addition to other responsibilities of City set forth in this Agreement, City shall:

- 1. Furnish copies of available design drawings, specifications, equipment manufacturers' information, and maintenance records to augment existing information as needed.
- 2. Provide Baxter & Woodman, Inc. with secure ladder for safe access to complete interior inspections of final clarifier tanks.
- 3. Inform Baxter & Woodman, Inc. whenever City observes or becomes aware of a Hazardous Environmental Condition, that may affect Baxter & Woodman, Inc.'s Scope of Services or time for performance.
- 4. Remove and isolate final clarifiers from service, empty clarifiers, and clean and power wash interior concrete and steel surfaces, equipment, and appurtenances for confined space entry inspections. Final clarifiers will be cleaned and available for inspections on two different days.
- 5. Install drain system designed to lower the ground water level and monitoring wells if necessary based on results of buoyancy analysis, if needed.
- 6. Provide one person at top of final clarifiers to assist during field inspections, including alerting emergency responders, as needed.
- 7. Place clarifiers back in service.

401 Whitney Boulevard, Suite 200 Belvidere, Illinois 61008 815-544-9256 Fax: 815-544-4255

## **Belvidere Public Works**

# Memo

To: Mayor and City Council

From: Brent Anderson, Director of Public Works

**Date:** 7/5/2023

Re: Lead Service Line Inventory Grant – Engineering Proposal

IEPA is requiring all public water supplies to complete a Lead Service Line Inventory and the inventory must be submitted to the IEPA by April 15, 2024. The City has been awarded a \$50,000 grant from the IEPA to complete this inventory. The grant budget includes \$28,000 for engineering services and \$22,000 for inspection services. Attached to this memo is a proposal from Strand Associates for the engineering services required to complete the inventory at a cost not-to-exceed \$21,700.00.

I would recommend approval of the proposal from Strand Associates, in the amount not-to-exceed \$21,700.00, for the lead service line inventory. This work will be paid for from grant funds.



910 West Wingra Drive Madison, WI 53715 (P) 608.251.4843 www.strand.com

June 22, 2023

City of Belvidere 401 Whitney Boulevard Belvidere, IL 61008

Attention:

Mr. Brent Anderson, Director of Public Works

Re:

Agreement for General Services

Lead Service Line Inventory Assistance

This is an Agreement between the City of Belvidere, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide engineering services (Services) for the Lead Service Line Inventory project. This Agreement shall be in accordance with the following elements.

#### Scope of Services

ENGINEER will provide the following Services to OWNER.

- 1. Attend an in-person kickoff meeting with OWNER to collect background information and review project objectives and schedule.
- 2. Assist OWNER with development of a Lead Service Line Inventory in accordance with the "Guidance for Developing and Maintaining a Service Line Inventory" document published by the United States Environmental Protection Agency. OWNER shall select the method to be used for the Lead Service Line Inventory.
- 3. Compile OWNER-provided records of known lead services including building information and water meter installation records, geographical information system data, and water system mapping.
- 4. Collect historic mapping and aerial photographs provide by OWNER and information available from local historic preservation agencies.
- 5. Assist OWNER with developing the Lead Service Line Inventory using available information to estimate the number of lead service lines.
- 6. Assist OWNER with quarterly reporting of progress to the Illinois Environmental Protection Agency through the first quarter of 2024.

#### Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.

City of Belvidere Page 2 June 22, 2023

- 2. <u>Archaeological or Botanical Investigations</u>: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
- 3. Groundwater Modeling: Any services involved in groundwater modeling.
- 4. <u>Preparation for and/or Appearance in Litigation on Behalf of OWNER</u>: Any services related to litigation.
- 5. <u>Services Related to Buried Wastes and Contamination</u>: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.

#### Compensation

OWNER shall compensate ENGINEER for Services under this Agreement on an hourly rate basis plus expenses a not-to-exceed fee of \$21,700.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The not-to-exceed fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the not-to-exceed fee that reflects any wage scale adjustments made.

The not-to-exceed fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

#### Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of June 26, 2023. Services are scheduled for completion on April 30, 2024.

#### Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

City of Belvidere Page 3 June 22, 2023

#### **OWNER's Responsibilities**

- 1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
- Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
- Provide access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
- 4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
- 5. Provide all legal services as may be required for the development of this project.
- 6. Pay all permit and plan review fees payable to regulatory agencies.

#### **Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

#### Changes

- 1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
- 2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
- 3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

#### **Extension of Services**

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

City of Belvidere Page 4 June 22, 2023

#### **Payment**

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment of any undisputed amount 60 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance. OWNER shall notify ENGINEER of any disputed invoice within 30 days of receipt of invoice.

Nonpayment of any undisputed amount 75 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

#### Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

#### Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

#### Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

#### **Dispute Resolution**

OWNER and ENGINEER agree that this Agreement shall be governed and interpreted under the laws of the State of Illinois without regard to conflicts of law provisions. This Agreement may be enforced at law or in equity. Venue and jurisdiction of any cause of action arising out of or related to this Agreement shall be in the 17th Judicial Circuit Boone County Illinois and OWNER and ENGINEER hereby submit to the jurisdiction and venue of that court.

City of Belvidere Page 5 June 22, 2023

ENGINEER shall at all times maintain valid automobile insurance policies and workers compensation policies in at least the statutory minimum amounts. ENGINEER shall also maintain a comprehensive general liability policy, reasonably acceptable to OWNER, of not less than \$2,000,000 per occurrence coverage and shall provide OWNER with a copy of that Certificate of Insurance.

OWNER shall be named as an additional insured where applicable. ENGINEER agrees to indemnify and hold OWNER, its officers, officials, and employees harmless from any damages, claims, or causes of action, including but not limited to property damage, personal injury, or death, which are related to ENGINEER's negligent or intentional activities or actions, or negligent or intentional failure to act, including the negligent or intentional actions or negligent or intentional failure to act by any of ENGINEER's employees, agents, or independent contractors.

#### Remedies

Neither ENGINEER nor OWNER shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Agreement. This mutual waiver is applicable, without limitation, due to either party's termination of this Agreement.

#### Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services** and represent the entire Agreement and supersede any prior proposals, Requests for Qualifications, or Agreements. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

Joseph M. Bunker Corporate Secretary	Date	Clinton Morris Mayor	Date
STRAND ASSOCIATES, INC.®		CITY OF BELVIDERE	
ENGINEER:		OWNER:	
IN WITNESS WHEREOF the par	ties hereto have	e made and executed this Agreemer	11.



### **MEMORANDUM**

To: Council Members

Clinton Morris, Mayor

From: Shannon Hansen, Budget & Finance Officer

Date: July 5, 2023

Re: Public Hearing and Resolution re Disaster Relief Grant Funds

As you know, an F-1 tornado made its way through the City of Belvidere on March 31 causing significant damage to businesses and residences. The following day, Governor Pritzker issued a disaster proclamation unlocking access to federal funds for the City's cleanup efforts as part of a Community Development Block Grant for the following:

- Debris removal;
- Clearance of streets and similar activities:
- Temporary or permanent street repair that does not alter environmental conditions and is limited to protection, repair, or restoration activities necessary only to control or arrest the effects from the disaster; and
- Activity delivery for required documentation and compliance.

The City plans to apply for funds to cover the following expenses:

- Contracted Services, including but not limited to, emergency clean up and fencing placement on State Street and tree removal;
- Overtime pay for Public Works employees; and
- Reimbursement for City-owned equipment used for cleanup.

The above, along with the fee charged by Fehr Graham to assist with the City's submission, totals \$120,766.59. Application guidelines require use of an experienced environmental specialist with Community Development Block Grant experience.

At the Committee of the Whole meeting on July 10 a resolution will be introduced allowing the City to apply for the grant and authorizing the Mayor and City Clerk to execute all necessary documentation. The resolution will come back at the July 17 full Council meeting for consideration. A public hearing on the matter will be held July 17.

# CITY OF BELVIDERE, ILLINOIS COUNCIL RESOLUTION OF SUPPORT Resolution No. \_\_\_\_\_

WHEREAS, the City of Belvidere is applying to the State of Illinois for a Community Development Block Grant; and

WHEREAS, it is necessary that an application be made and agreements entered into with the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1. That the City of Belvidere apply for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application.
- 2. That the Mayor and City Clerk, on behalf of the City, execute such documents and all other documents necessary for the carrying out of said application.
- 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Passed this	17 <sup>th</sup> day of July, 2023.		
ATTEST:			
ATTEST.	City Clerk	 Mayor	



## **BLOCK PARTY REQUEST FORM**

Street Closure Required

**City of Belvidere** 

401 Whitney Blvd., Belvidere, IL 61008 2612

(815)544-

Name:

Angela Magallanes

Applicant's Address: (for barricades

drop-off and pickup)

1404 Whitney Blvd Belvidere, IL, 61008

**Phone Number:** 

Email:

**Date of Block Party/Street Closure:** 

07/22/2023

Time of Block Party:

2:00-10:00 pm

Estimated number of individuals

participating:

20-50

**Description of planned activities:** 

Music, corn hole games, end of year party before school

starts for kids around neighborhhood

Street to be blocked:

Between Whitney and Main St

From (Street):

Whitney Blvd

To (Street):

Main St

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.

Signature





CLINTON MORRIS, MAYOR mayor@ci.belvidere.il.us

# BELVIDERE, ILLINOIS ESTABLISHED 1881

PHONE: 815-544-2612 FAX: 815-544-3060

July 6, 2023

Mr. Don Banks

#### Dear Don:

I am submitting your name to the City Council for formal appointment to the Community Building Complex Committee. We appreciate your interest in serving our community in this capacity.

I am confident that you will be an asset to the committee. If you should have any questions or concerns, please feel free to contact my office.

Yours truly,

Clinton Morris Mayor

c: Community Building Complex Committee