



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

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

AGENDA

October 9, 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. Building, Planning & Zoning, Unfinished Business: None.

2. Building, Planning & Zoning, New Business:
 - A. Building Department - Update.
 - B. Planning & Zoning Department - Update.
3. Public Works, Unfinished Business: None.
4. Public Works, New Business:
 - A. Public Works - Update.
 - B. Parking Lot #7 Expansion and Enhancement Grant Projects -Design & Construction Engineering.
 - C. MFT Overlay Project – Change in Plans Form.
 - D. Water Facility Easement and Maintenance Agreement – General Mills Project.
 - E. Resolution Granting Authority to Submit the Local Limits Evaluation to USEPA.
5. Adjournment:

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 9/22/2023
Re: Parking Lot #7 Expansion and Enhancement Grant Projects – Design & Construction Engineering

The City of Belvidere has received a Federal TAP Grant and a State of Illinois DCEO Grant for the reconstruction of Municipal Parking Lot #7. The estimated project cost is \$960,000.00 and the TAP Grant award is \$216,781 and the DCEO Grant award is \$601,882.35. The preliminary design plan is attached to this memo. Also attached to this memo is a proposal from ARC Design Resources, in an amount not-to-exceed \$119,700.00, to complete the topographic and boundary survey, project development report and ESR, construction plans and permits, electrical design, construction staking and construction management required to complete this project.

I would recommend approval of the proposal from ARC Design Resources, in an amount not-to-exceed \$119,700.00, to complete the design engineering and construction services for the Parking Lot #7 Expansion and Enhancement Project. This work will be paid for from grant funds and capital funds.

September 20, 2023

Mr. Brent Anderson
Director of Public Works
City of Belvidere
401 Whitney Boulevard
Belvidere, IL 61008
banderson@belvidereil.gov

**Re: Municipal Lot 7 and Overlook
Proposal for Engineering Services**

Dear Brent,

Thank you for thinking of Arc Design Resources for your civil engineering and surveying needs in the City. Congratulations for securing grant funding at Municipal Lot 7 for some major upgrades. From our early concept design assistance, we understand the general scope of the parking lot design project. After our video conference with IDOT representatives last week, we now know that the project will require a formal project development report (PDR) format and needs to go through the Environmental Survey Request (ESR) process. That work is included below. Also, IDOT has stated that the agreement can be locally managed, so we are presenting our standard proposal format for your consideration. Based on our current understanding of the work scope needed for IDOT approval, we are pleased to present the following proposal for your consideration:

Topographic and Boundary Survey

We will obtain a current topographic survey of the property known as municipal lot 7. At the same time, we will need to verify the boundary to be able to design the new parking lot to proper setbacks. The survey will become the base map for our design work.

Project Development Report and ESR

Due to the State and Federal funding, a project development report (PDR) will be required. A formal Environmental Survey Request (ESR) is needed. Our office will submit the necessary documentation to initiate the ESR process. The PDR will require various exhibits and preliminary design. Much of the work done should be applicable to final design as long as it is properly planned, so we would start with the survey and work on design exhibits from our true base map in order to avoid duplication of work. Some additional exhibits and site maps will be needed as well.

Construction Plans and Permits

Our office will prepare formal construction plans for the project scope based on the approved concept plan used to secure grant funding, and incorporating any IDOT PDR comments. We will need to split out pay items based on the location within the project limits for proper grant documentation. Due to the federal funding, the project will need to be let through IDOT. Our office will prepare the necessary plans and specifications including the following :

- Cover
- General Notes and summary of quantities (federal grant, DCEO grant, local)
- Site overview
- Existing Conditions and Removal Plans
- Site Layout Plans
- Site Grading and Drainage Plans
- Erosion Control Plan
- Landscape Plan

- Other Notes/Details - Prepare the additional plan sheets necessary to complete the set of documents.
- Specifications book in IDOT format with quantity breakout per grant funding or local match
- Address IDOT review comments
- Secure Corps of Engineers approval for shoreline work and permit.
- Issue final bidding documents to IDOT for letting

Electrical Design

We intend to utilize local firm Ollman, Ernest, Martin (OEM) for site electrical design. OEM would be our subconsultant and their fees are included in our cost. Their scope of work includes:

- Parking lot and path lighting
- New service design and coordination
- EV charging station layout
- Power to lighted message sign
- Address State comments

Construction Management

We will assist with the Construction of the project by providing observation services and contract processing assistance as follows:

- Construction observation scheduled for 2.5 to 3 month project. We expect an average of ¾ time observation. Some days will be less, some will be more. This value assumes a June 1 start and August 31 final completion.
- Shop drawing review, pay applications, material certifications, and other office coordination with contractor
- Final punchlist review and memo for project closeout
- Paperwork processing with IDOT for grant funded portion of project
- QA testing as needed to verify contractor performance under QC-QA rules

Construction Staking

We will provide construction layout for the project, working for the City. Staking budget is based on grant cost and concept plan developed.

Reimbursable Expenses

We have included a line item to track expenses such as printing costs, postage, and miscellaneous office costs. These items will be invoiced independently on an as needed basis and will be itemized on each invoice as a reimbursable expenses. Government related permit fees are not included in the expenses outlined above, but will be billed for separately with a 10% markup if paid by our office up front.

Schedule

Survey in fall 2023. Design and permitting completed Winter 2024. Bidding Spring 2024.

Fee Structure for Base Scope

\$ 8,800.00	Topographic and Boundary Survey
\$ 7,900.00	ESR application and Project Development Report
\$ 28,600.00	Construction Plans and Permits
\$ 9,000.00	Electrical Design (OEM)
\$ 54,500.00	Construction Management
\$ 10,500.00	Construction Staking
\$ 400.00	Reimbursable expense allowance
\$119,700.00	TOTAL Not To Exceed



CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE

5291 ZENITH PARKWAY
LOVES PARK, ILLINOIS 61111
PHONE: 815.484.4300
FAX: 815.484.4303
ARCDESIGN.COM

Exclusions

1. Soil testing, environmental studies, wetland study, or other special investigations not listed would be additional if required by the State for approval.

Arc Design Resources, Inc. can schedule this project to start as soon as we receive authorization to proceed. Invoices for professional services will be submitted on a monthly basis. If this proposal is acceptable to you, please acknowledge by signing a copy of the enclosed agreement for engineering services and return one copy to our office. This proposal is valid for 30 days. We would be happy to review the proposed scope with you in further detail if required.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Linkenheld', is written over a large, faint yellow curved line that spans across the page.

Jeffrey S. Linkenheld, PE
Partner, Project Manager



AGREEMENT FOR SERVICES

THIS AGREEMENT FOR ENGINEERING SERVICES is effective this 20th day of September the year 2023, between Arc Design Resources, Inc., hereinafter referred to as ENGINEER of 5291 Zenith Parkway, Loves Park, IL 61111 and City of Belvidere, hereinafter referred to as the CLIENT for the PROJECT titled Municipal Lot 7 and Overlook.

The Scope of Services to be provided under this agreement is outlined in the Proposal attached, dated September 20, 2023. The fee for the described services will be calculated on a lump sum fee, or by hourly rates on a not-to-exceed basis without client's consent, not including reimbursable expenses and permit fees for surveying and engineering.

This Agreement For Services, the attached General Conditions, and the Proposal represent the entire and integrated Agreement between the CLIENT and the ENGINEER (The Agreement for Services, the General Conditions and the Proposal are hereafter collectively referred to as the "Agreement") and supersede all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and ENGINEER.

Arc Design Resources, Inc.

By

Signature

Jeffrey S. Linkenheld

Typed Name

Vice President

Title

Address

Signature

Typed (or printed) name

Title

General Conditions Agreement for Services

Date September 20, 2023
Client City of Belvidere
Project Municipal Lot 7 and Overlook

General Conditions

Responsibilities of Client, Engineer and Contractor

Client's Responsibilities: Client shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Client to Engineer. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. Client shall give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the site of any differing site condition; or
3. any relevant, material defect or nonconformance in:
 - (a) Engineer's services,
 - (b) the construction work,
 - (c) the performance of any construction contractor, or
 - (d) Client's performance of its responsibilities under this Agreement.

With the execution of this Agreement, Engineer and Client shall designate specific individuals to act as Engineer's and Client's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Client under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Engineer's Responsibilities: Engineer shall be responsible for the scope of services defined in the accompanying Proposal and further defined in this Agreement for Services. Construction Phase Services, if included in the scope of services, are defined in this Agreement.

Reference Conditions: Engineer is Arc Design Resources, Inc. and will hereinafter be referenced as Arc and the above referenced Client will be referred to as Client. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

Subcontracting: Arc shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.

Change Order: The term "Change Order" as used herein is a written order to Arc and signed by Arc and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement. Change orders must be signed by both parties within seven days of the date of the change order to avoid suspension of services.

Severability: The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

Billings/Payments: Invoices for services shall be submitted at Arc's option either upon completion of such services or on a periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Arc may, without waiving any claim or right against the Client and without liability whatsoever to the Client, suspend the performance of the services after giving seven days written notice to Client. Retainers shall be credited on the final invoice.

Late Payments: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms outlined in *Billings/Payments* above. Accounts unpaid 30 days after the invoice date may be subject to



monthly service charge of 1.50% on the then unpaid balance (18% true annual rate) at the sole election of Arc. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

Dispute Resolution: Client and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Compliance with Law: Arc and Client agree to comply with applicable federal, state, and local laws and ordinances and lawful orders, rules, and regulations of any constituted authority. With respect to design codes, Arc shall perform its services in accordance with the Standard of Care to comply with applicable codes and requirements of any authority having jurisdiction over the Project.

Applicable Law: The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Illinois.

Reuse of Documents: All documents including drawings and specifications furnished by Arc pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by Client or others on extensions of this Project, or on any other project. Any reuse without specific written verification or adaptation by Arc will be at Client's sole risk and without liability of Arc, and Client shall indemnify and hold harmless Arc from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification and adaptation will entitle Arc to further compensation at rates to be agreed upon by Client and Arc.

Standard of Care: Services performed by Arc under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

Hazardous or Geotechnical Conditions: The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §59601 et seq., or radioactive materials) or Geotechnical Conditions. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (1) retains appropriate specialist consultants or contracts to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations

Professional Liability:

To the fullest extent permitted by law, the total liability, in the aggregate, of Arc, Arc's officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Consultant or \$50,000, whichever is greater.

Opinions of Cost: Since Arc has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this Project will be based solely upon its own experience with construction, but Arc cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, it shall employ an independent cost estimator.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party.



Indemnification: The Client shall indemnify and hold harmless Arc and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client or anyone directly or indirectly employed by the Client (except Arc). Arc shall indemnify and hold harmless the Client and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of the Arc or anyone directly or indirectly employed by Arc (Except the Client). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the Client and Arc then the responsibility shall lie between the Client and Arc in proportion to their contribution of negligence. In no case shall Arc's liability exceed the limit of liability established under the Professional Liability Section of this contract.

Term: Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the attached proposal letter until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement for cause, due to the material default of the other party, at any time by giving seven (7) working days' written notice of such termination to the other party. Upon such termination of this Agreement, Client shall pay and reimburse Arc for services rendered and costs incurred by Arc prior to the effective date of termination. The indemnification of Arc by Client wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

Without Representation or Warranty: Arc makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor or such warranties to be implied with respect to the data or service furnished. Arc assumes no responsibility with respect to Client's use of the Project.

Subpoenas: The Client is responsible after notification, for payment of time charges and expenses resulting from the required response by Arc to subpoenas issued by any party other than Arc in conjunction with services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Precedence: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Arc's services.

Applicability: These General Conditions, being part of a Professional Service Agreement between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Arc, they shall be based upon the hourly fee schedule annually adopted by Arc, as more fully set forth in Exhibit A attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by Exhibit A, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Professional Services With Construction Phase Services

Shop Drawing Review: Client agrees that (1) Arc shall review the contractor's submissions, such as shop drawings, solely for their conformance to information given and the design concept expressed in the documents that Arc issues for construction ("the construction documents"); (2) Arc shall not be responsible for any aspects of a submission that affect or are affected by the means, methods, techniques, sequences, and operations of construction, or safety precautions and programs incidental thereto, all of which are the contractor's responsibility; (3) the contractor will be responsible for lengths, dimensions, elevations, quantities, and coordination of the work with other trades; and (4) the contractor shall be required to review and approve shop drawings and other submittals consistent with this paragraph before submitting them to Arc.

Construction Observation: Services performed by Arc at the construction site will be limited to observation of the contractor's work at reasonable intervals to be agreed with the Client, and providing assistance in interpreting the construction documents. On the basis of the on-site observations, Arc shall keep the Client reasonably informed about the progress and quality of the portion of the construction work completed, and report to the Client (1) known deviations from the construction documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the work. Arc shall not have control over, or responsibility for, the acts or omissions of the contractor(s) and is not a guarantor of a contractor's performance. Arc will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, all of which are the contractor's responsibilities under the construction contract.

Authority and Responsibility: Arc shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids, and shall have no duties or responsibilities imposed by the Illinois Structural Work Act, nor shall Arc be responsible for

any change to the construction documents made without Arc's written consent. Client warrants that it will make the Contractor aware of its responsibilities as agreed herein and shall write these responsibilities into the contract for construction.

Defective Work:

Arc shall not have authority to reject work, but shall advise Client of work observed that Arc believes, in its professional opinion, to be nonconforming to the construction documents. Arc will provide recommendations to Client regarding whether the contractor should correct such nonconforming work or remove and replace it, or whether Client should consider accepting such work for an appropriate credit, if so provided in the contract for construction.

Professional Services without Construction Phase Services

Client has declined to retain Engineer for Construction Phase Services. Engineer shall not perform shop drawing review, or have any other obligations during the construction of the Project. Client assumes all responsibility for the application and interpretation of the construction documents, review and responses to contractor claims, construction contract administration, processing of contractor change orders and revisions to the construction documents during construction, unless such revisions are due to negligent errors and omissions in the construction documents. Arc shall not be responsible for any revision to the construction documents made without its consent. The Client further assumes all responsibility for construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering and professional services. Client waives all claims against the engineer that may be connected in any way to construction phase services.

Exhibit A

**Arc Design Resources Inc.
Hourly Charge Rates
Issued January 1, 2023**

Classification	Current Average Hourly Billing Rates
Administrative Assistant	\$55.00
Engineering Technician	\$95.00
Sr. Engineering Technician	\$110.00
Project Engineer	\$105.00
Sr. Project Engineer	\$120.00
Assistant Project Manager	\$135.00
Project Manager	\$155.00
Partner, Project Manager	\$195.00
Survey Technician	\$90.00
Sr. Survey Technician	\$100.00
Survey Field Technician	\$85.00
Sr. Survey Field Technician	\$100.00
Survey Project Manager	\$160.00
Construction Manager	\$110.00
Landscape Architect	\$120.00

Note: The above rates are valid until December 31, 2023.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 9/28/2023
Re: MFT Overlay Project – Change in Plans Form

Attached to this memo is the IDOT Change in Plans form for our MFT Overlay Project. The change in plans represent an additional \$92,574.80 to the original contract amount of \$949,860.00, a 9.75% increase. The increased cost represents additional work was completed due to base failure on W Chrysler Dr, along with additional work done at transitions & intersections throughout the project.

I would recommend approval of the Change In Plans for the MFT Overlay Project in the net amount of \$92,574.80. This cost will be paid for from IDOT MFT Fund Line Item #10-5-310-6000.



Request for Approval of Change of Plans

Local Public Agency City of Belvidere	County Boone	Route Various	Section Number 23-00000-01-GM
Request Number 1	Contractor Rock Road Companies, Inc.		
Address P.O. Box 1818		City Janesville	State WI
		Zip Code 53547	
Date 09/28/23			

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
- Bit Hot Mix Seal Coat	TON	1097.01	\$83.500	A	\$91,600.34	\$0.00
- Bit Materials (Prime Coat)	LBS	70	\$0.010	A	\$0.70	\$0.00
- Pavement Removal, Special	SY	335.78	\$2.900	A	\$973.76	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
Total Changes					\$92,574.80	\$0.00

Add Row

Total Net Change	\$92,574.80
Amount of Original Contract	\$949,860.00
Amount of Previous Change Orders	\$0.00
Amount of adjusted/final contract	\$1,042,434.80

Total net addition to date \$92,574.80 which is 9.75% of the contract price.

State fully the nature and reason for the change

Additional work was completed due to base failure on W Chrysler Dr, along with additional work done at transitions & intersections and reflect in field conditions. Final quantities.

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

Brent Anderson

Director of Public Works

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: 9/27/2023
Re: Water Facility Easement and Maintenance Agreement – General Mills Project

In order to provide the maximum amount of fire protection for the new General Mills development on Irene Road, the fire loop around the building, including three water main connections, needs to be a public water main. A public water main eliminates the dead-end provisions of the Illinois State Plumbing Code administered by the Illinois Department of Public Health. Because the fire loop is located entirely on private property, a permanent easement is required. As a condition of the easement, the property owner, Scannell Properties, has agreed to maintain the fire loop in its entirety.

I recommend approval of the Water Facility Easement and Maintenance Agreement between the City of Belvidere and Scannell Properties and authorize the Mayor to sign the Agreement.

**Prepared By And After
Recording Return To:**
Michael S. Drella
City Attorney
City of Belvidere
401 Whitney Blvd
Belvidere, Illinois 61008

CITY OF BELVIDERE

WATER FACILITY EASEMENT AND MAINTENANCE AGREEMENT

THIS WATER FACILITY EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2023, by **SCANNELL PROPERTIES #554, LLC**, an Indiana limited liability company (hereinafter referred to as "Property Owner") to and for the benefit of the **CITY OF BELVIDERE, ILLINOIS**, an Illinois municipal corporation (hereinafter referred to as "City").

RECITALS:

WHEREAS, Property Owner is the owner and developer of certain real property located in the City of Belvidere, Boone County, Illinois (hereinafter, the "Property"), being Lot 1 of that certain Final Plat of Subdivision known as Kelly Farms Subdivision (the "Plat") and recorded with the Boone County Clerk and Recorder's Office, Boone County, Illinois on September 22, 2022 as document number 2022R05264; and

WHEREAS, the Property Owner is constructing an approximately 1,318,680 square foot dry storage facility upon the Property (the "Building");

WHEREAS, the City's Municipal Code and State Statute require the Building to be constructed with certain fire suppression systems and potable water facilities;

WHEREAS, current regulations of the Illinois Department of Public Health (IDPH) prohibit privately owned "dead end" runs of a potable water system, including fire suppression systems, and treat fire hydrants as a prohibited "dead end";

WHEREAS, the Property Owner is constructing a 12-inch potable water main and related appurtenances and improvements(collectively, the "12-inch Main") surrounding the Building as shown on the attached Exhibit A, which is incorporated herein by this reference;

WHEREAS, the 12-inch Main will provide both fire hydrant service and potable water service for the Building and if privately held would violate IDPH guidelines by creating privately owned "dead ends";

WHEREAS, if the City accepts the 12-inch water Main as a part of its community water system, the 12-inch water Main and hydrants would comply with IDPH guidelines;

WHEREAS, the Property Owner desires that the City accept public dedication of the 12-inch water Main and desires to dedicate a Water Facility Easement (the "Easement") to the City as described in the attached Exhibit B which is incorporated herein;

WHEREAS, the Owner further desires to operate and maintain the 12-inch water Main and Easement at its own cost and expense with no cost of any kind to the City, even though the 12-inch water Main will be a part of the City's public water supply system; and

WHEREAS, the Property Owner, at the time of execution of this Agreement is the fee simple owner of the 12-inch Main, fire hydrants, Easement as well as the Property;

NOW, THEREFORE, in consideration of One and No/100 Dollars (\$1.00), the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Property Owner and City hereby agree as follows:

1.0 Recitals. The foregoing recitals are incorporated herein by this reference.

2.0 Property Owner Responsibilities. Property Owner shall provide and is responsible for all maintenance, repair, replacement and operation of the 12-inch Main as shown on Exhibit A (including, but not limited to, privately owned water facilities and fire hydrants) and the Easement premises described in Exhibit B. Property Owner's responsibility includes, but is not limited to, construction, maintenance, repair and replacement of all parts of the City's water system lying within the Easement and all fire hydrants connected to the water system in accordance with the reasonable directives from the City. This does not in any way limit the Property Owner from its maintenance obligations of all portions of the Property Owner's own water service lines or other water facilities.

3.0 Easements. Property Owner hereby grants and conveys to the City a perpetual, non-exclusive Easement, for construction, operation and maintenance of the 12-inch Main, on, over and under the real property described in Exhibit B, subject to the following conditions:

(A) It is understood by the Property Owner that the City shall have the right at all times, subject to reasonable prior notice to Property Owner (except in the case of emergency) and compliance by City with reasonable safety and security protocols imposed by Property Owner's tenant(s) of the Building, to use the Easement for the purpose of inspecting, maintaining, and repairing the 12-inch Main and other water facilities as provided for under this Agreement.

(B) Property Owner shall be fully responsible for maintaining the Easement, the 12-inch Main, as well as all privately-owned facilities in the Easement, as set forth above and shall not construct ungated fences, walls, landscaping, structures, or other items in the Easement (other than paving) that would prevent maintenance and repair access to the Easement or 12-inch Main.

(C) The rights granted herein shall not be construed to interfere with or restrict the Property Owner, its heirs, executors, administrators, successors and assigns, tenants, licensees, guests or invitees from the use of the Property so long as such use does not impair the rights of access to the 12-inch Main or interfere with the Easement hereby granted.

(D) The Easement, and all obligations and rights created by this Agreement, shall run with the land and apply to all fee interests now owned or hereafter acquired in the Property. As such, each such subsequent fee interest owner of any portion of the Property shall be deemed a Property Owner under this Agreement. Further, the beneficial interest in the Easement held by the City shall extend to any future successor in interest to the City responsible for maintaining or operating the City's water system.

4.0 City Acceptance of Easement and 12-inch Main. After execution of this Agreement and completion of all work necessary to complete the 12-inch Main, installation of fire hydrants and connection to the City's water system in accordance with the design plans approved by the City, the City agrees to accept dedication of the Easement and the 12-inch Main as a part of the City's potable water system.

5.0 Maintenance Enforcement by City. If Property Owner fails to or refuses to comply with this Agreement, including maintenance, repair or replacement of the 12-inch Main or the Easement, then City shall notify Property Owner in writing. Upon receipt of the notice, Property Owner shall have a reasonable time to meet the maintenance, repair or replacement requirements of the City. In the event a required maintenance or repair issue constitutes an immediate threat to the City's water system or public health, Owner shall immediately make any required repair or perform necessary maintenance. Further, no notice shall be required in the event of an emergency. If Property Owner fails to cure as set forth above, City may (but shall have no obligation to) enforce the maintenance obligations of Property Owner with any or all of the following enforcement measures:

(A) **Corrective Action By City.** If Property Owner fails to maintain the 12-inch Main or the Easement or in the event of an emergency as set forth above, City may, but is not obligated to, undertake such maintenance or repair work at the sole cost of Property Owner.

(B) **Lien of Property.** The City may assess the Property Owner for the reasonable, documented cost of performing such maintenance or repair work, together with any applicable penalties. The cost and penalties shall be equally due and owing to the City from the Property Owner. The costs and penalties shall also be a lien on the Property.

(C) **Mandamus and Enforcement.** The City may bring an appropriate action in any court of competent jurisdiction to enforce this Agreement, including the maintenance, repair and replacement obligations herein and the court shall order mandamus upon the Property Owner(s) directing them to comply with the terms of this Agreement and complete any required maintenance or repairs. The City may also bring an action to recover its costs of corrective action from any of the Property Owner(s) plus any penalties as provided herein. The Property Owner shall pay all of the City's costs incurred in enforcing this Agreement, including, but not limited to its reasonable attorney's fees.

(D) **Disconnection.** Pursuant to applicable provisions of State Statute and/or the City's Municipal Code, disconnect the 12-inch main from the City's Water system either through closure of valves or otherwise or shut off of water to the Property.

6.0 Penalties. Any person or entity violating any provision of this Agreement or the City of Belvidere Municipal Code is guilty of an offense and shall be subject to penalties as provided City of Belvidere Municipal Code. Further, the Property Owner shall pay all of the City's costs of enforcement of this Agreement including, but not limited to, reasonable attorney's fees.

7.0 Indemnification. Property Owner shall indemnify and hold City harmless from any and all damage, loss, claims or liability of any kind whatsoever arising from the installation, maintenance, repair, operation, or use of the 12-inch Main and the Easement including, but not limited to, any loss occasioned by reason of damage or injury to persons or property which may occur. In addition, Property Owner shall pay all reasonable costs and expenses involved in defending all actions arising therefrom.

8.0 Miscellaneous. The City, at Property Owner's cost, shall cause this Agreement to be recorded with the Boone County Clerk and Recorders Office, Boone County, Illinois, and the filing of the same shall constitute constructive notice to all heirs, successors, transferees, and assigns of the Property Owner of this Agreement. This Agreement shall run with the land and be binding upon all successors and assigns of Property Owner. This Agreement may not be amended or modified without the prior written approval of authorized officials of the City and Property Owner(s), and such approval must be indicated on the face of any subsequently recorded document amending or modifying this Agreement. Property Owner represents and warrants to City that the person executing this Agreement on behalf of Property Owner is fully authorized and empowered to do so by all necessary limited liability company action. Any action to enforce this Agreement shall be brought in the 17th Judicial Circuit, Boone County Illinois. The Property Owner hereby consents to jurisdiction and venue in that Court. This Agreement shall be interpreted under the laws of the State of Illinois without regard to conflicts of law provisions.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused the foregoing Agreement to be duly executed as of the day and year first written above.

“PROPERTY OWNER”:

SCANNELL PROPERTIES #554, LLC,
an Indiana limited liability company

By: _____
Marc D. Pflieger, Manager

STATE OF INDIANA)
)SS.
COUNTY OF MARION)

I, _____, a Notary Public in and for said County and State aforesaid, do hereby certify that Marc D. Pflieger, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person in his capacity as a Manager of **SCANNELL PROPERTIES #554, LLC**, an Indiana limited liability company, and acknowledged that he signed, sealed and delivered the said instrument on behalf of such limited liability company, being duly authorized to do so, for the uses and purpose therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

[SEAL]

City of Belvidere

By: _____
Mayor

Attest: _____
Sarah Turnipseed
City Clerk

EXHIBIT A

Depiction of 12-inch Main Surrounding Building

The below depiction shows as a bolded line the location of the 12" water main surrounding the Building.

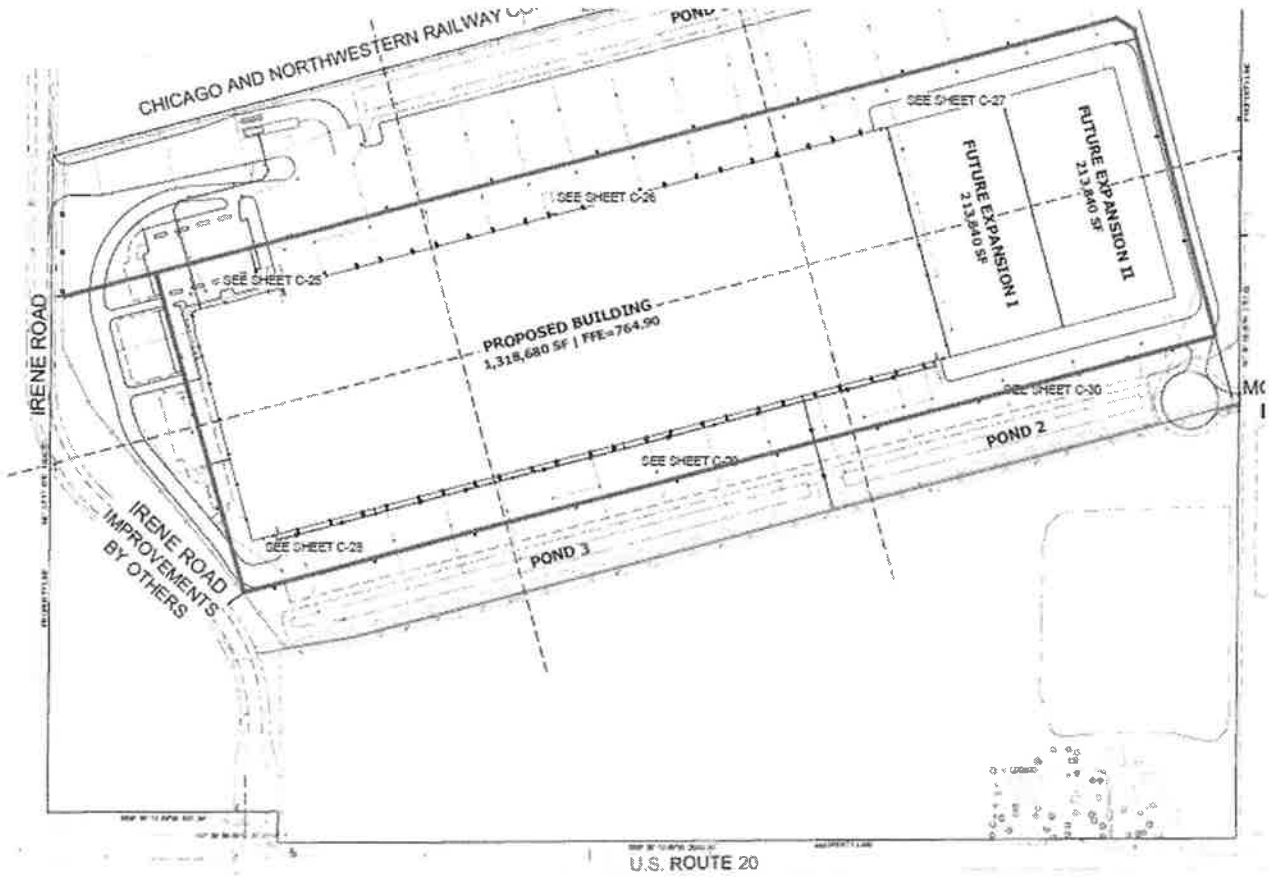


EXHIBIT B

Legal Description and Depiction of Easement Area

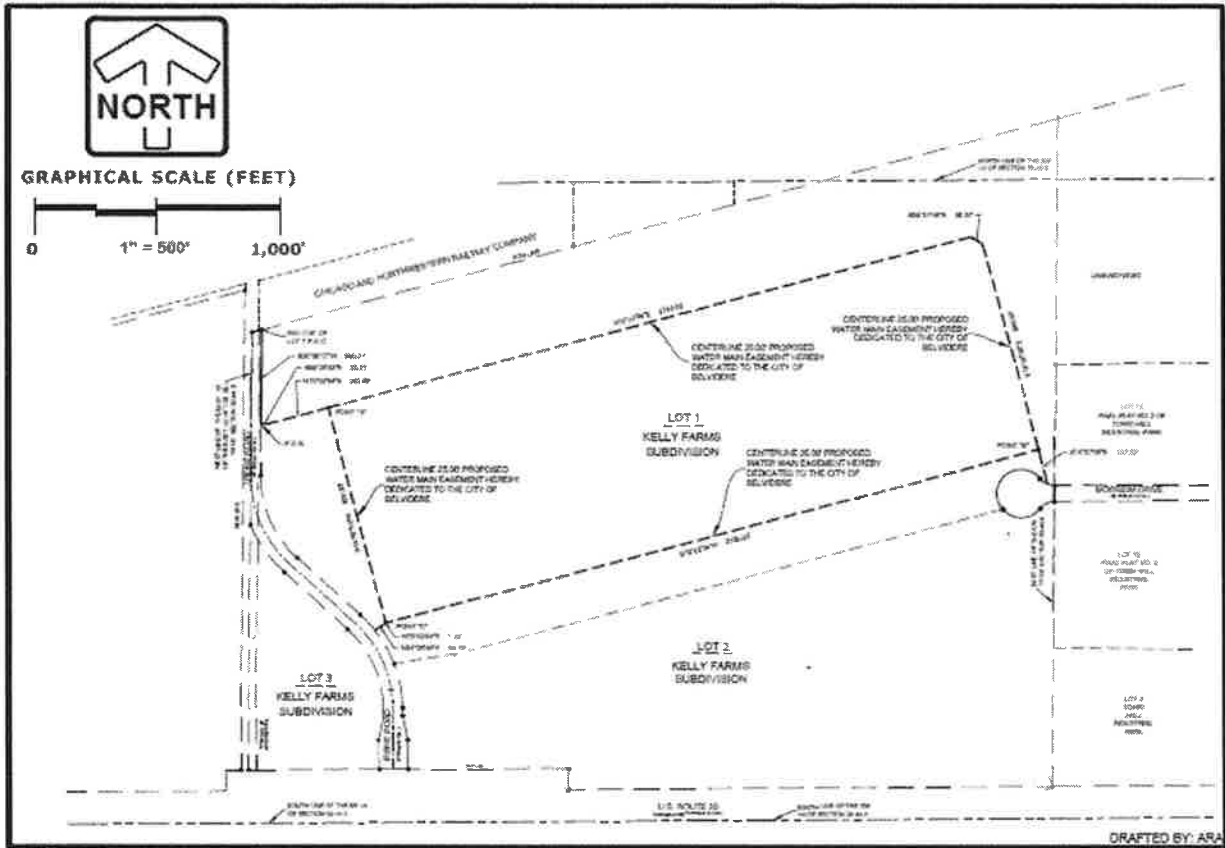
A 25.00 foot wide Water Main Easement, being that part of Lot 1 in Kelly Farms Subdivision, as recorded September 22, 2022, in the Boone County Recorder's Office, as Document Number 2022R05264, in the East 1/2 of the East 1/2 of the Southeast 1/4 of Section 32 and the Southwest 1/4 of Section 33, all in Township 44 North, Range 3 East of the Third Principal Meridian, in the City of Belvidere, County of Boone and State of Illinois, whose centerline is described as follows:

Commencing at the Northwest corner of said Lot 1; thence South 00 degrees 33 minutes 17 seconds West along the East right-of-way line of Irene Road, 390.01 feet to the point of beginning of said centerline, thence South 89 degrees 26 minutes 43 seconds East, 25.00 feet; thence North 75 degrees 02 minutes 54 seconds East, 262.68 feet to Point A; thence continuing North 75 degrees 02 minutes 54 seconds, 2743.03 feet, thence South 59 degrees 57 minutes 06 seconds East, 56.57 feet; thence South 14 degrees 57 minutes 06 seconds East, 880.50 feet to Point B; thence South 75 degrees 02 minutes 54 seconds West, 2,783.03 feet to Point C; thence North 14 degrees 57 minutes 06 seconds West, 920.50 feet to the point of beginning and termination of said centerline.

Also: Beginning at aforesaid Point B; thence South 14 degrees 57 minutes 06 seconds East, 147.32 feet to the north right-of-way line of Morriem Drive and point of termination of said centerline.

Also: Beginning at aforesaid Point C; thence South 75 degrees 02 minutes 54 seconds West, 1.23 feet; thence South 54 degrees 28 minutes 44 seconds West, 53.79 feet to the east right-of-way line of Irene Road and the point of termination of said centerline.

The below depiction shows as a bolded, dashed line the centerline of the 25' water main easement legally described above.



RESOLUTION # 2023-
A RESOLUTION GRANTING AUTHORITY
TO SUBMIT THE LOCAL LIMITS EVALUATION TO USEPA

WHEREAS, the City of Belvidere (City) retained the engineering firm of Baxter & Woodman Consulting Engineers (Baxter & Woodman) to prepare a 2023 Local Limits Evaluation; and

WHEREAS, in cooperation with the City of Belvidere, Baxter & Woodman prepared that certain Belvidere, Illinois 2023 Local Limits Evaluation, dated September of 2023 (the Local Limits Evaluation); and

WHEREAS, the United States Environmental Protection Agency (USEPA) requires that the City of Belvidere City Council authorize submittal of the Local Limits Evaluation to the USEPA for approval; and

WHEREAS, publicly owned treatment works (POTWs) that have approved pretreatment programs must continue to develop and revise local limits as necessary in accordance with 40 CFR 403.5(c)(1); and

WHEREAS, USEPA regulations require that POTWs with approved pretreatment programs must "...provide a written technical evaluation of the need to revise local limits under 40 CFR 403.5(c)(1), following permit issuance and reissuance..." (40 CFR 122.44(j)(2)(ii)); and

WHEREAS, the City Council of the City of Belvidere has had opportunity to review and evaluate the Local Limits Evaluation prepared by Baxter & Woodman.

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

- 1) The foregoing recitals are incorporated herein by this reference.
- 2) The Mayor and Public Works Department are authorized to submit the Local Limits Evaluation to the USEPA.

Adopted by the City Council of the City of Belvidere, Illinois, this day of
October, 2023.

Approved:

Mayor

Attest:

City Clerk

Ayes:

Nays:

Absent:

Approved: