



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 Clayton Stevens	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

May 13, 2024
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. Planning & Zoning Department – Update.

3. Public Works, Unfinished Business: None.
4. Public Works, New Business:
 - A. Public Works Department – Update.
 - B. Ordinance Authorizing the Sale of Certain Personal Property (Public Works Vehicles).
 - C. Water Facility Easement and Maintenance Agreement – OM Belvidere Group.
 - D. Well #11 Facility Design Engineering Services.
 - E. US Dept. Transportation Notice of Funding Opportunity – Consolidated Rail Infrastructure and Safety Improvements Program (CRISI).
 - F. 20” Plug Valve Replacement –WWTP.
 - G. Request to Vacate Property – Parking Lot #7 Remnants.
 - H. Purchase of End-Loader Forks – WWTP.
 - I. WWTP Sludge Pump Installation.
 - J. Passenger Rail Update – Station Location – Road Closing.
 - K. End-Loader Replacement – WWTP.
 - L. Siphon Line Repair.
 - M. Easement Preparation – Southwest Trunk Sewer Extension.
 - N. Crew Truck Replacement – Street Department.
 - O. Landfill #2 Annual Services Proposals.
5. Other:
 - A. Police – Approve Expenditure of ILET SB Grant Funds for Purchase of Operator XR VR System.
 - B. Police – Approve Expenditure of ILET SB Grant Funds for Purchase of Fitness Equipment.
 - C. Police – Accept Donation from First Baptist Church.
 - D. Police – Approve Expenditure of ILET SB Grant Funds for Wellness Check.
 - E. School Safety Zone – Cost Share Discussion.
6. Adjournment:

ORDINANCE #

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

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

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

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

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

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

SECTION 2: The Mayor, or his designee, is authorized and directed to sell the Vehicles identified in Exhibit A by any means authorized by State Statute, as well as by internet auction site, other auction methods, trade in for new vehicles or by any other commercially reasonable method.

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Ayes:

Nays:

Absent:

APPROVED:

Mayor Clinton Morris

(SEAL)

ATTEST: _____
City Clerk Sarah Turnipseed

Passed:
Approved:
Published:

EXHIBIT A

1988 Mack Utility Truck	Vin. VG6BA02B2JB071433
1991 GMC 1-Ton Truck	Vin. 1GDJK34JOME525793
2005 Ford F250 Pickup Truck	Vin. 1FTNF205X5EC97459
1984 Vac-All Street Sweeper	
1991 Ford 1220 Mower Tractor	
1989 Crafc0 Cutter/Pavement Crack Router	
Homemade Leaf Machine	

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 5/6/2024
Re: Water Facility Easement and Maintenance Agreement – OM Belvidere Group

OM Belvidere Group has completed a watermain loop on their property to provide fire hydrant coverage of their semi-truck parking area. Due to the conflicting requirements of the IEPA and the Illinois Department of Public Health, this watermain loop needs to be part of the municipal system. Attached to this memo is the water facility easement and maintenance agreement whereby the watermain will be owned by the City and maintained by the property owner.

I would recommend approval of the water facility easement and maintenance agreement as presented.

**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 _____ 2024, by OM Belvidere Group LLC, (hereinafter referred to as “Property Owner”) to and for the benefit of the **CITY OF BELVIDERE, ILLINOIS** (hereinafter referred to as “City”).

R E C I T A L S:

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 2 of that certain Final Plat of Subdivision known as Belvidere Retail Subdivision (the Plat) and recorded with the Boone County Clerk and Recorder’s Office, Boone County, Illinois on October 6, 2022 as document number 2022R05472; and

WHEREAS, the Property Owner is constructing a retail facility and truck stop upon the Property (the Project); and

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

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”; and

WHEREAS, the Property Owner is constructing a potable water main (the Main) on the Property to provide fire suppression and appurtenances, including but not limited to, fire hydrants for the Project; and

WHEREAS, the Main will provide both fire hydrant service and potable water service for the Project and if privately held would violate IDPH guidelines by creating privately owned “dead ends”; and

WHEREAS, if the City agrees to accept the Main as a part of its community water system, the Main and appurtenances would comply with IDPH guidelines; and

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

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

WHEREAS, the Property Owner warrants, at the time of execution of this Agreement is the fee simple owner of the Main, appurtenances, and Easement as well as the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other valuable consideration, the sufficiency of which is 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 Main, appurtenances and Easement as shown on Exhibit A (including, but not limited to, privately owned water facilities and fire hydrants) and the Easement premises described in Exhibit A. Property Owner's responsibility includes, but is not limited to, construction, maintenance and replacement of all parts of the City's water system lying within the Easement and all fire hydrants and other appurtenances (valves, connections, etc.) 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, exclusive Easement, for construction, operation and maintenance of the Main and appurtenances on, over and under the real property described in Exhibit A, subject to the following conditions:

(A) It is understood by the Property Owner that the City shall have the right at all times to use the Easement for the purpose of inspecting, maintaining, and repairing the Main, appurtenances, and other water facilities as provided for under this Agreement.

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

(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 Main and appurtenances 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 Main. After execution of this Agreement and completion of all work necessary to complete the Main, installation of fire hydrants and other appurtenances 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 Main and other appurtenances 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 Main, appurtenances, or the Easement, then City shall notify Property Owner in writing. Upon receipt of the notice, Property Owner shall immediately, repair or replace the Main, appurtenances, and Easement premises, subject to the reasonable requirements of the City. Further, no notice shall be required in the event of an emergency. If Property Owner fails to cure as set forth above, or in the event or an emergency declared at the City's sole discretion, the City may (but shall have no obligation to) enforce the Maintenance Requirements with any or all of the following enforcement measures:

(A) **Corrective Action By City.** If Property Owner fails to maintain the Main, appurtenances, Easement or Property, 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, 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 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 plus any penalties as provide 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.** Disconnect the Main and appurtenances from the City's Water system either through closure of valves or otherwise or shut off of water to the Property and Project.

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.

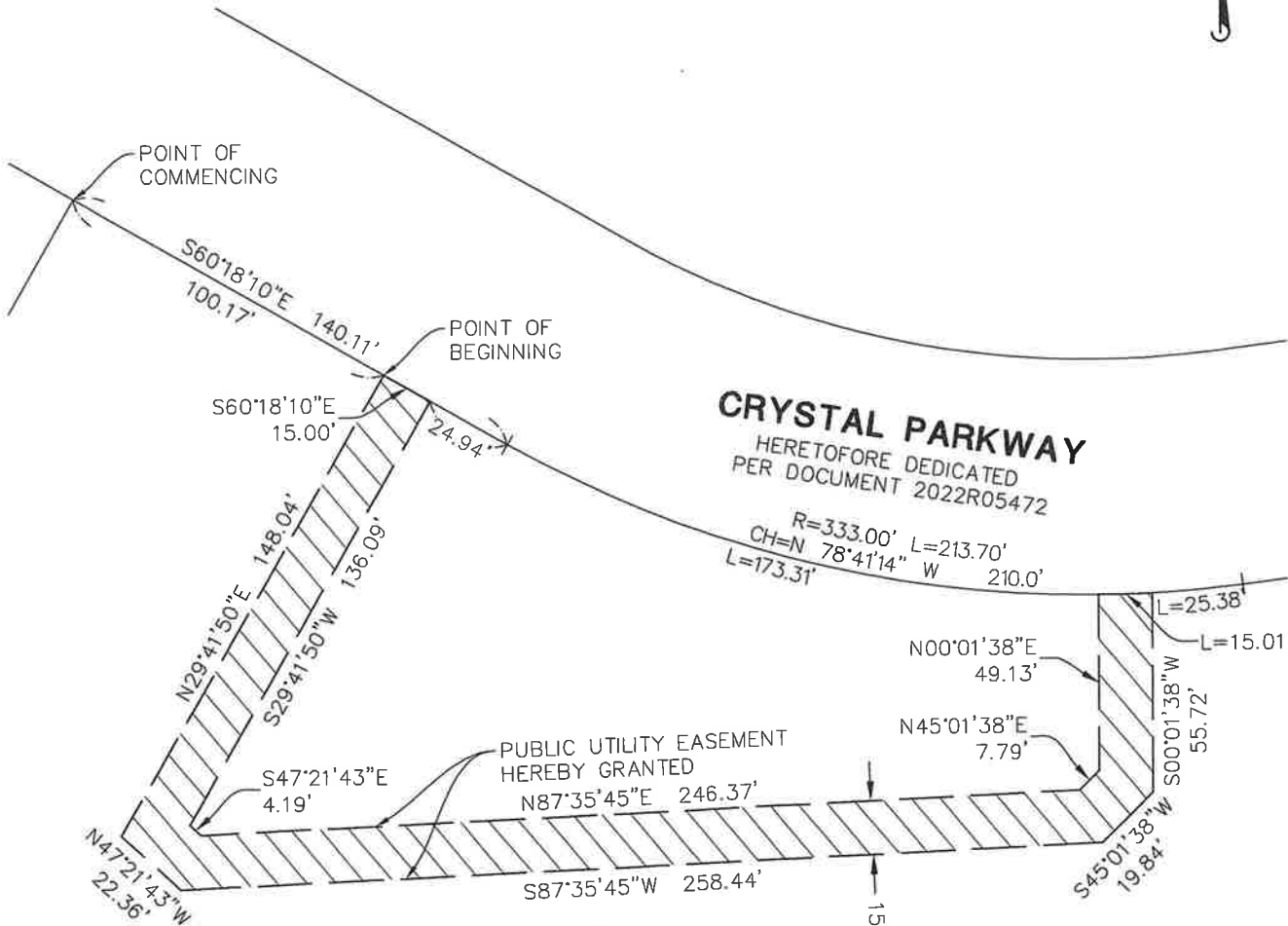
[SEAL]

City of Belvidere

By: _____
Mayor

Attest: _____
Sarah Turnipseed
City Clerk

EXHIBIT A



LOT 2 BELVIDERE RETAIL SUBDIVISION

RECORDED OCTOBER 6, 2022
PER DOCUMENT 2022R05472

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700 Springer Drive, Lombard, IL 60148 ph:630.691.8500 fx:630.691.8585 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

TRUCK STOP RETAIL DEVELOPMENT	
BELVIDERE, ILLINOIS	
PUBLIC UTILITY EASEMENT	
PROJ. MGR.: <u>BAS</u>	SHEET
DRAWN BY: <u>MGS</u>	EXHIBIT
DATE: <u>05/15/23</u>	HIPBEIL01
SCALE: <u>1"=50'</u>	

16:13 Dwg Name: P:\Hpipei01\dwg\Sur\Finol Drawings\Plot of Easement\HIPBEIL01-PUE - EXHIBIT.dwg Updated By: MSchmitt

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 5/6/2024
Re: Well #11 Facility Design Engineering Services

The drilling of new well #11 is scheduled to begin in mid-June. Attached to this memo is a proposal from Strand Associates, in the amount of \$397,000.00, for the engineering and design of the Well #11 facilities, including pumphouse, filtration systems, 500,000 gallon reservoir and booster pumps. The preliminary estimate of construction cost to complete this project is \$9,594,000.00. The Engineer's Design Summary Report will be submitted to the IEPA for their review and approval as part of the construction permit application. This process is expected to take ten months to complete. This project, #L17-6580, is considered phase II of our IEPA Loan Program Project. Principal forgiveness and perhaps PFAS Funding will be included in this loan also.

I would recommend approval of the Engineering Services Agreement with Strand Associates for the engineering and design of the Well #11 facilities, in the amount not-to-exceed \$397,000.00. This work will be paid for from the IEPA Loan Program.



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

April 30, 2024

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

Re: Well No. 11 Well Facility

Dear Mr. Anderson:

This letter presents a proposed scope of services and fee for the Well No. 11 well facility project. The well drilling phase of the project is underway, the City of Belvidere wishes to begin the facility design in parallel with drilling to save time on the overall schedule. This will also keep the project on course for meeting deadlines associated with the Illinois Environmental Protection Agency (IEPA) Public Water Supply Loan Program schedule. An updated schedule and preliminary opinion of probable cost (OPCC) are included in this letter.

The proposed scope of services takes the project through final design and permitting. A separate agreement will be used to cover bidding and construction-phase services.

The Well No. 11 well facility is expected to include the following major components.

- Submersible well pump and process piping
- Pressurized iron filtration system
- 500,000-gallon reservoir
- Booster pumps
- Chemical feed systems (sodium hypochlorite, fluoride)
- Electrical room
- Exterior auxiliary generator
- Architecture to blend with surrounding residential neighborhood
- Site grading, paving, and restoration

A brief preliminary design review will be used to determine equipment sizing, reservoir volume, and facility layout. The design is expected to include components similar to the City's Well No. 10 facility, including iron filtration, auxiliary generator, and residential architectural finishes. In addition, up to 500,000 gallons of ground-level storage and booster pumps will be needed to account for abandonment of the Well No. 3 facility and main plant reservoir. The preliminary design review will be summarized in a letter report to satisfy IEPA requirements for the *Engineer's Design Summary* section of the construction permit application.

Mr. Brent Anderson
City of Belvidere
Page 2
April 30, 2024

Scope of Services

We propose the following scope of services for the design phase of the project.

Well Facility Design

1. Attend a kickoff meeting with the City to discuss facility design criteria, floor plan, site layout, and overall project goals.
2. Review water storage needs based on previous studies and recent water use records provided by the City.
3. Develop preliminary equipment sizes for the well pump, iron filter, booster pumps, chemical feed systems, electrical gear, and generator.
4. Finalize facility floor plan and site layout.
5. Prepare draft letter report to summarize conceptual design criteria and submit to the City for review and comment.
6. Finalize preliminary design summary.
7. Coordinate with City staff on the facility architectural finishes. Facility to contain the following components.
 - a. Well pump and associated piping, metering, valves, and controls to be integrated into the existing SCADA system.
 - b. Chemical feed equipment to include sodium hypochlorite for disinfection and fluoride for dental health.
 - c. Pressurized iron filtration system.
 - d. Cast-in-place concrete reservoir. Final volume as determined during preliminary design.
 - e. Booster pumps in number and capacity as determined during preliminary design – three pumps assumed.
 - f. Landscaping and grading drawings.
 - g. Asphalt driveway.
 - h. Water main, sanitary sewer, and utilities within limits of the property.
 - i. Standby generator.
8. Coordinate with the City and its SCADA integrator to review radio path survey completed by others and incorporate survey parameters into the facility's final design.
9. Assist the City with procurement of geotechnical services for soil borings.
10. Provide architectural, civil, structural, mechanical, and electrical engineering and design services.
11. Submit draft drawings, preliminary site landscaping and grading drawings, pumping station elevations, and specifications to City for review.
12. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C 700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and architectural, civil, structural, mechanical, and electrical engineering drawings.
13. Coordinate with the IEPA Public Water Supply Loan Program on requirements and schedule associated with the loan program. Incorporate loan-related language and forms into the bidding documents.
14. Assist the City in preparing the IEPA loan application.
15. Submit drawings and specifications to the IEPA for review and approval.
16. Prepare an OPCC.

The enclosed tentative schedule reflects typical durations for each phase of the project. Assuming the design process starts in June 2024, completion of the new well facility is expected by the fall of 2026.

Mr. Brent Anderson
 City of Belvidere
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 April 30, 2024

Based on preliminary design criteria, the OPCC, in 2024 dollars, for the Well No. 11 treatment, storage, and pumping facility is \$9.6 million. Project costs will be evaluated in more detail during design.

Item	Cost Opinion
Well Facility Building Structure	\$2,000,000
Well Pumping Equipment	\$200,000
Water Treatment Equipment	\$1,000,000
Cast-in-Place Concrete Reservoir	\$2,000,000
Booster Pumping Equipment	\$400,000
Chemical Feed Equipment	\$80,000
Process Piping	\$500,000
Mechanical Equipment	\$100,000
Electrical & Controls	\$900,000
Site Work	\$200,000
Subtotal	\$7,380,000
Professional Services and Contingency (30%)	\$2,214,000
Total Preliminary OPCC	\$9,594,000

Fee

We propose a fee of \$397,000 for the design services described above.

This letter is not to be considered an agreement between Strand Associates, Inc.® and the City of Belvidere but, rather, as a general discussion of the type of tasks and magnitude of costs the City may expect for a project of this nature. If approved, we will prepare an Engineering Services Agreement and submit to the City of Belvidere for review and signature. Once the Engineering Services Agreement is executed, work on the project will begin.

Please call with questions during review of this information.

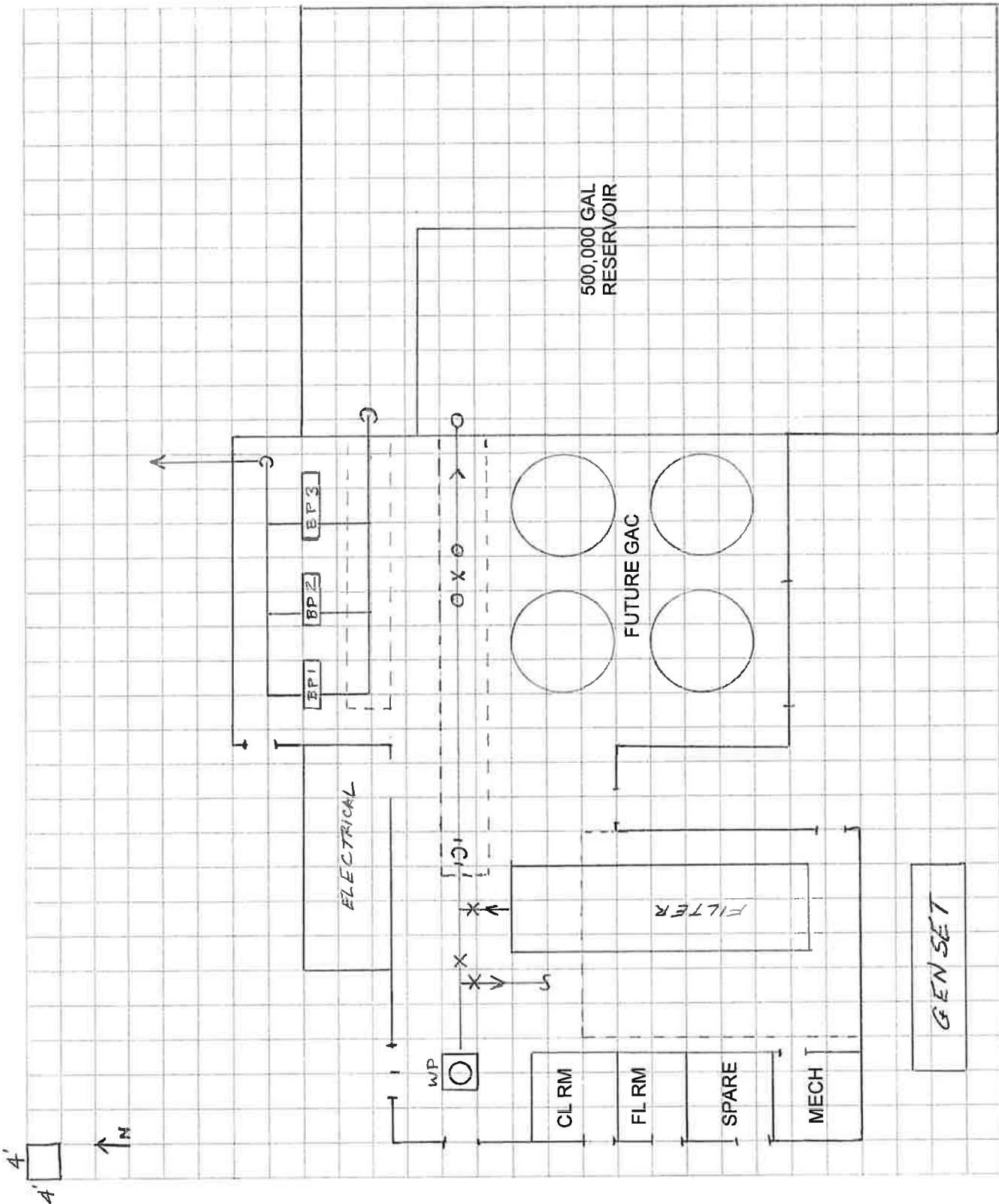
Sincerely,

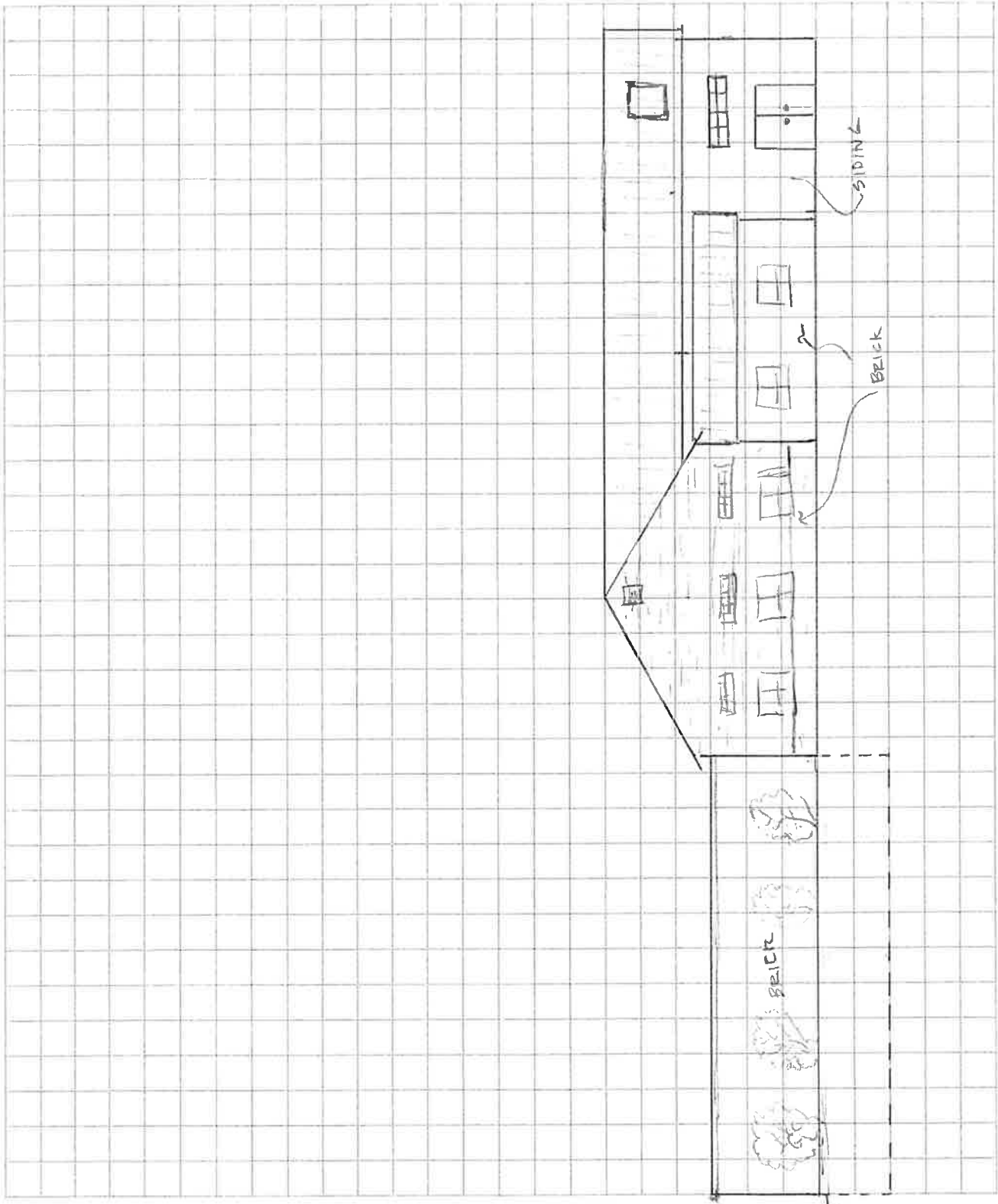
STRAND ASSOCIATES, INC.®



Michael J. Forslund, P.E.

Enclosure





PROJECT	BY	DATE	JOB NO.
---------	----	------	---------



Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 5/6/2024
Re: U.S. Department of Transportation
Notice of Funding Opportunity: Consolidated Rail Infrastructure and Safety Improvements Program (CRISI)

The United States Department of Transportation has issued a Notice of Funding Opportunity for their 2024 CRISI Program. To date we have secured \$1,666,279.00 in CRISI Funds for the phase I engineering and environmental review of our Appleton Road Grade Separation Project. We have applied to IDOT and ICC for additional engineering funds as well. The current cost estimate to complete the design of this project is \$3,000,000.00 and \$30,000,000.00 to construct this project. Grant applications are due by 5:00 P.M. on May 28, 2024. Attached to this memo is a proposal from Hampton, Lenzini & Renwick, our certified bridge manager, in the amount of \$14,000.00, to complete the grant application for Phase II Design Engineering and Construction Funding. Their work will include an updated cost estimate for the construction of this project.

I would recommend approval of the proposal from Hampton, Lenzini & Renwick, in an amount not-to-exceed \$14,000.00, to complete the updated cost estimates and FRA CRISI grant application for the Appleton Road Grade Separation Project. This work will be paid for from Line Item #41-5-110-8025.



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hltrengineering.com

May 1, 2024

Mr. Brent Anderson, Director
Department of Public Works
210 Whitney Street
Belvidere, Illinois 61008

RE: Proposal for Engineering Services
South Appleton Road Extension at UPRR
FRA Grant Application
Phase II & construction Funding

Mr. Anderson:

We have prepared this letter to serve as the scope of work and agreement between the City of Belvidere (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for professional engineering services relative to the referenced project.

SCOPE OF SERVICES

The Consultant shall provide abbreviated preliminary engineering, construction scope, cost estimate and the FRA grant application. The funding request will encompass the Phase II Engineering Scope and project Construction. The application will solicit funding for the Design (Phase II Engineering) and Construction of a grade separation structure for Appleton Road at the Union Pacific Railroad south of US 20 and the roadway improvements from Newberg Road to US 20.

COMPENSATION

The Client will be compensated at the hourly rate schedule herein per actual manhours plus direct expenses required to complete the Scope of Services. Invoices will be submitted by email as directed by the Client. **The upper limit of compensation shall be \$14,000.**

The hourly rate itemized below shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect until December 31, 2024. In the event services of the ENGINEER extend beyond December 31, 2024, the hourly rates will be adjusted yearly to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

<u>Grade Classification of Employee</u>	<u>HLR 2024 Hourly Rate</u>
Principal	\$240.00
Engineer 6	215.00
Engineer 5	195.00
Engineer 4	185.00
Engineer 3	170.00
Engineer 2	140.00
Engineer 1	125.00
Structural 2	230.00
Structural 1	195.00
Technician 3	165.00
Technician 2	135.00
Technician 1	110.00
Intern/ Temp	70.00
Land Acquisition	180.00
Survey 2	170.00
Survey 1	125.00
Environmental 3	180.00
Environmental 2	135.00
Environmental 1	110.00
Administration 2	150.00
Administration 1	90.00

Payment Terms

Payment for our services will be made on a monthly schedule with the understanding that interest at the rate of 1.5% per month, 18% per annum, will be charged and due on all invoices 60 days or more overdue. In addition, we reserve the right to stop our services on the project if any invoice is over 60 days old. In the event legal services are required to collect our fee, cost for legal services incurred by our firm will be paid by the Client.

Should the work be abandoned at any time after Hampton, Lenzini and Renwick, Inc. has performed any part of the services provided for the scope of services and prior to completion of such services, the Client shall compensate Hampton, Lenzini and Renwick, Inc. for all services performed up to the notification in writing of such abandonment.

GENERAL TERMS AND CONDITIONS

Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this agreement.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Corporate Protection

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against Hampton, Lenzini and Renwick, Inc., a Delaware corporation, and not against any of the Consultant's individual employees, officers, or directors.

Delays

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's reasonable control, nor shall the Consultant be deemed in default of this Agreement. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; work slowdowns or stoppages; government ordered industry shutdowns; power or server outages; severe weather disruptions or other natural disasters; fires, riots, war, widespread infectious disease outbreaks (including but not limited to epidemics and pandemics), or other emergencies or acts of nature; failure of any government agency or utility to act in timely manner; failure of the Client to furnish timely information or approve or disapprove of the Consultant's services or work product; delays caused by the faulty performance by the Client's or by contractors of any level; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

Governing Law and Jurisdiction

The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Kane, Illinois.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs,

including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Limitation of Liability

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees, and sub-consultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs, or damages, including attorneys' fees and costs and expert-witness fees, and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.

Standard of Care

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.


City of Belvidere
FRA Grant Application
May 1, 2024
Page 5

We hope this proposal meets your approval and finds it mutually beneficial to both parties. We look forward to working with you bring this project to a successful completion.

If you have questions on any of the above, please contact me at your convenience.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.


Steven Megginson, P.E., S.E.
Vice President

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the City of Belvidere for engineering services set forth above.

By: _____ Date: _____

Title: _____

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 5/6/2024
Re: 20" Plug Valve Replacement – WWTP

Williams Brothers Construction's contract includes the replacement of a 20" plug valve that controls the flow of wastewater to and from the detention pond at the WWTP. It is a deep valve, located 20 feet below grade. During excavation for this valve replacement, groundwater was encountered prior to getting to the valve depth and conflicts with existing piping were uncovered that were not known during project design. Additional excavation, dewatering and shoring will be required to complete this work. The proposal we received from Williams Brothers Construction was \$333,693.04. They have also offered a \$10,000 credit if we remove the valve replacement from their contract. We had three area excavation firms review this project and received one proposal to complete this work.

N-Trak Group submitted a proposal, in the lump sum amount of \$75,000, to replace the 20" plug valve. Their price does not include dewatering beyond a three-inch pump. Given the nature of this project, I am including an additional \$25,000 for dewatering and \$25,000 in contingency for an estimated replacement cost not-to-exceed \$125,000.

I would recommend approval of the lump sum proposal from N-Trak Group in the amount of \$75,000 and the total estimated project cost of \$125,000 to replace the 20" plug valve at the WWTP. This work will be paid for from Line Item #61-5-820-6190.

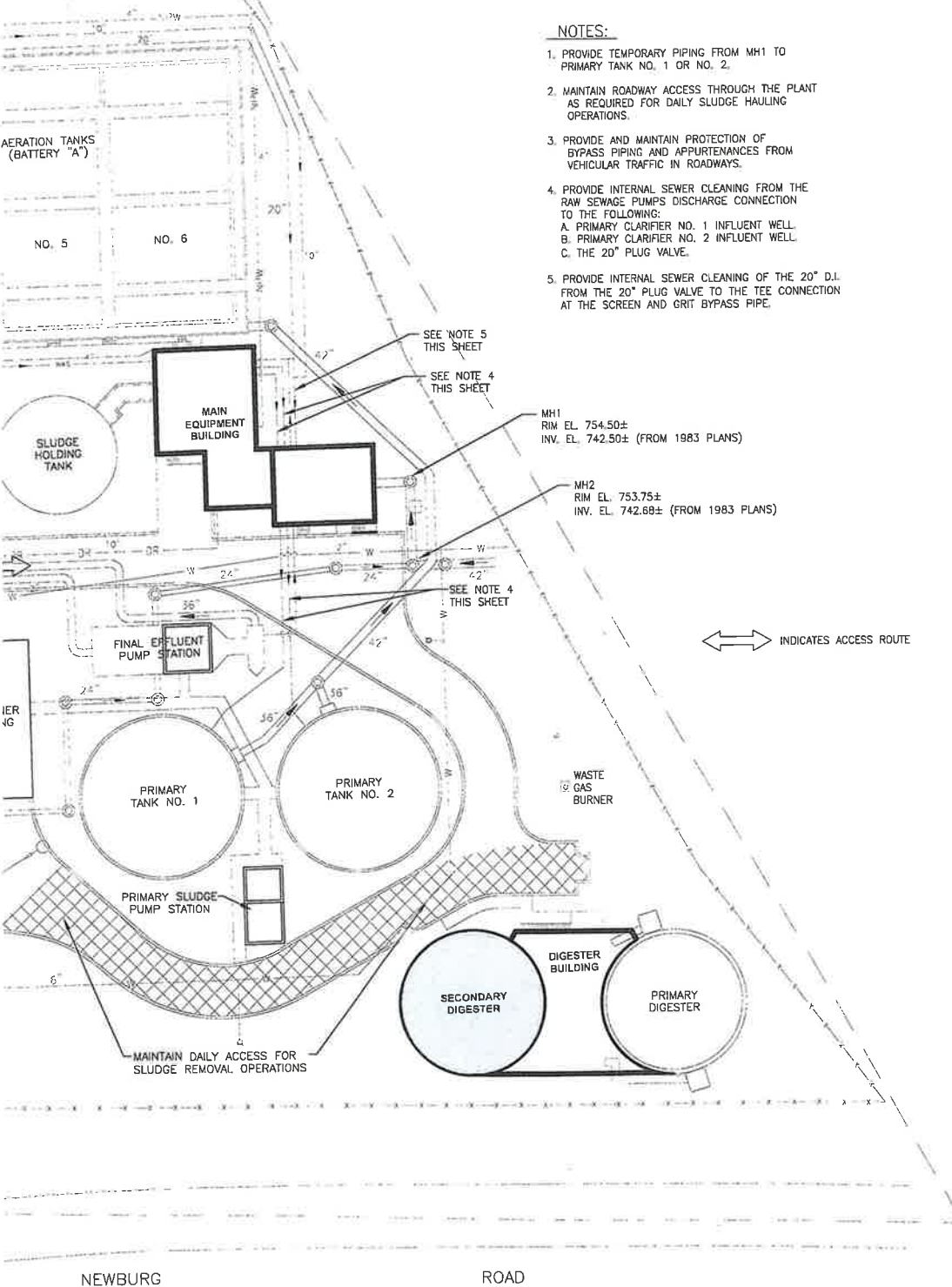


SCALE: 1" = 30'

↔ INDICATES ACCESS ROUTE

NOTES:

1. PROVIDE TEMPORARY PIPING FROM MH1 TO PRIMARY TANK NO. 1 OR NO. 2.
2. MAINTAIN ROADWAY ACCESS THROUGH THE PLANT AS REQUIRED FOR DAILY SLUDGE HAULING OPERATIONS.
3. PROVIDE AND MAINTAIN PROTECTION OF BYPASS PIPING AND APPURTENANCES FROM VEHICULAR TRAFFIC IN ROADWAYS.
4. PROVIDE INTERNAL SEWER CLEANING FROM THE RAW SEWAGE PUMPS DISCHARGE CONNECTION TO THE FOLLOWING:
A. PRIMARY CLARIFIER NO. 1 INFLUENT WELL.
B. PRIMARY CLARIFIER NO. 2 INFLUENT WELL.
C. THE 20" PLUG VALVE.
5. PROVIDE INTERNAL SEWER CLEANING OF THE 20" D.I. FROM THE 20" PLUG VALVE TO THE TEE CONNECTION AT THE SCREEN AND GRIT BYPASS PIPE.



CONSULTANTS

MILESTONE

FOR CONSTRUCTION

NO.	DATE	DESCRIPTION

** - REFER TO EQUIPMENT MANUFACTURER'S SHOP DRAWING

PLAN SHEET DESIGNATION

COVER

- G - GENERAL
- H - HAZARDOUS MATERIALS
- C - CIVIL
- L - LANDSCAPE
- S - STRUCTURAL
- A - ARCHITECTURAL
- I - INSTRUMENTATION
- Q - EQUIPMENT
- F - FIRE PROTECTION
- P - PLUMBING
- M - MECHANICAL
- E - ELECTRICAL
- T - TELECOMMUNICATIONS
- R - RESOURCE

PROJECT NO: 180436.40

SCALE: AS NOTED

DATE: 7-17-20

DESIGNED BY: JJR

DRAWN BY: SLE

CHECKED BY: BWP

CLIENT

CITY OF BELVIDERE, ILLINOIS

2018 WASTEWATER TREATMENT PLANT IMPROVEMENTS

SHEET TITLE

SITE PIPING PLAN

C-1

Memo

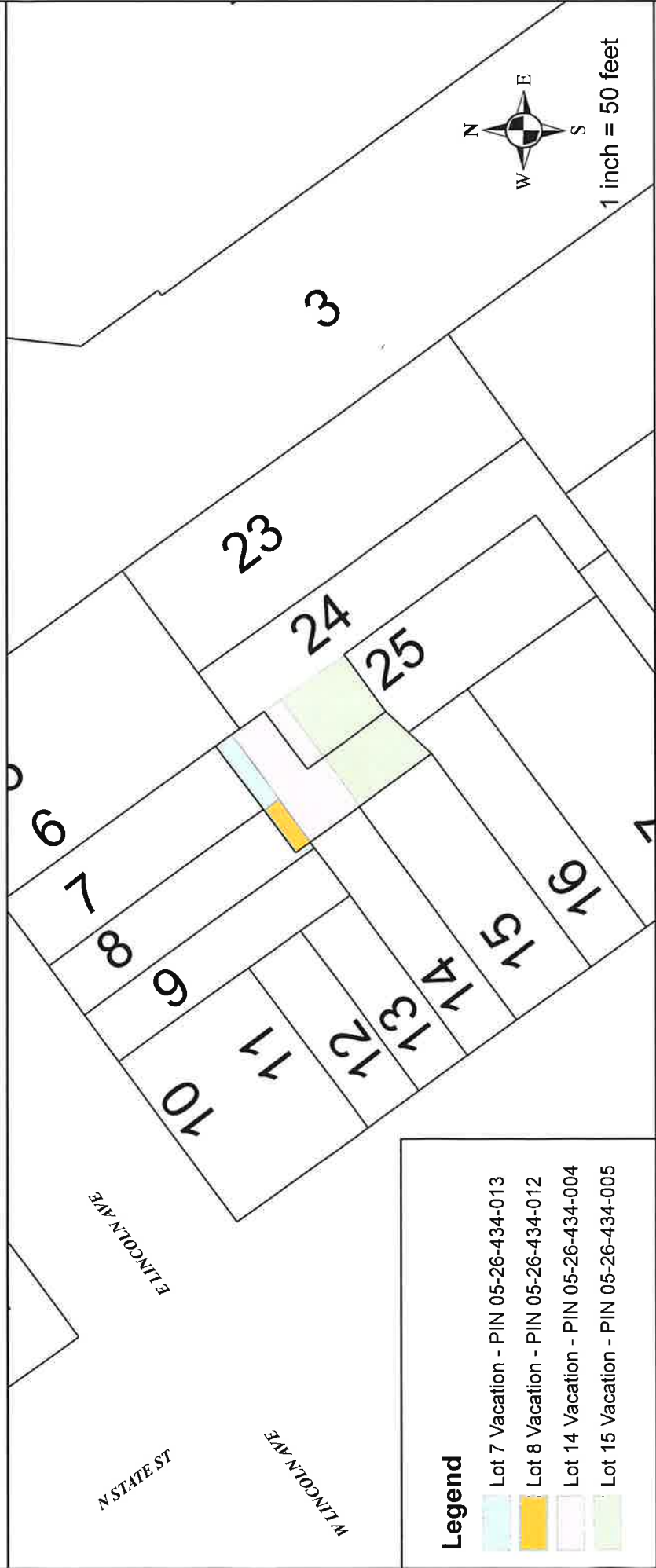
To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: May 6, 2024
Re: Request to Vacate Property – Parking Lot #7 Remnants

The City has received two grants to fund the Municipal Parking Lot #7 Rehabilitation and Overlook Project. Construction of this project will take place during the 2025 construction season. There is a portion of City owned property as highlighted on the attached Plat of Vacation that is not needed for the improved Parking Lot. I would recommend vacating the highlighted parcels to their adjoining property owners. Proper notices will be provided to the adjoining property owners prior to the actual vacation:

129 North State Street
131 North State Street
117 East Lincoln Avenue

There are no city owned utilities located within the alley.

Plat of Vacation



Legend

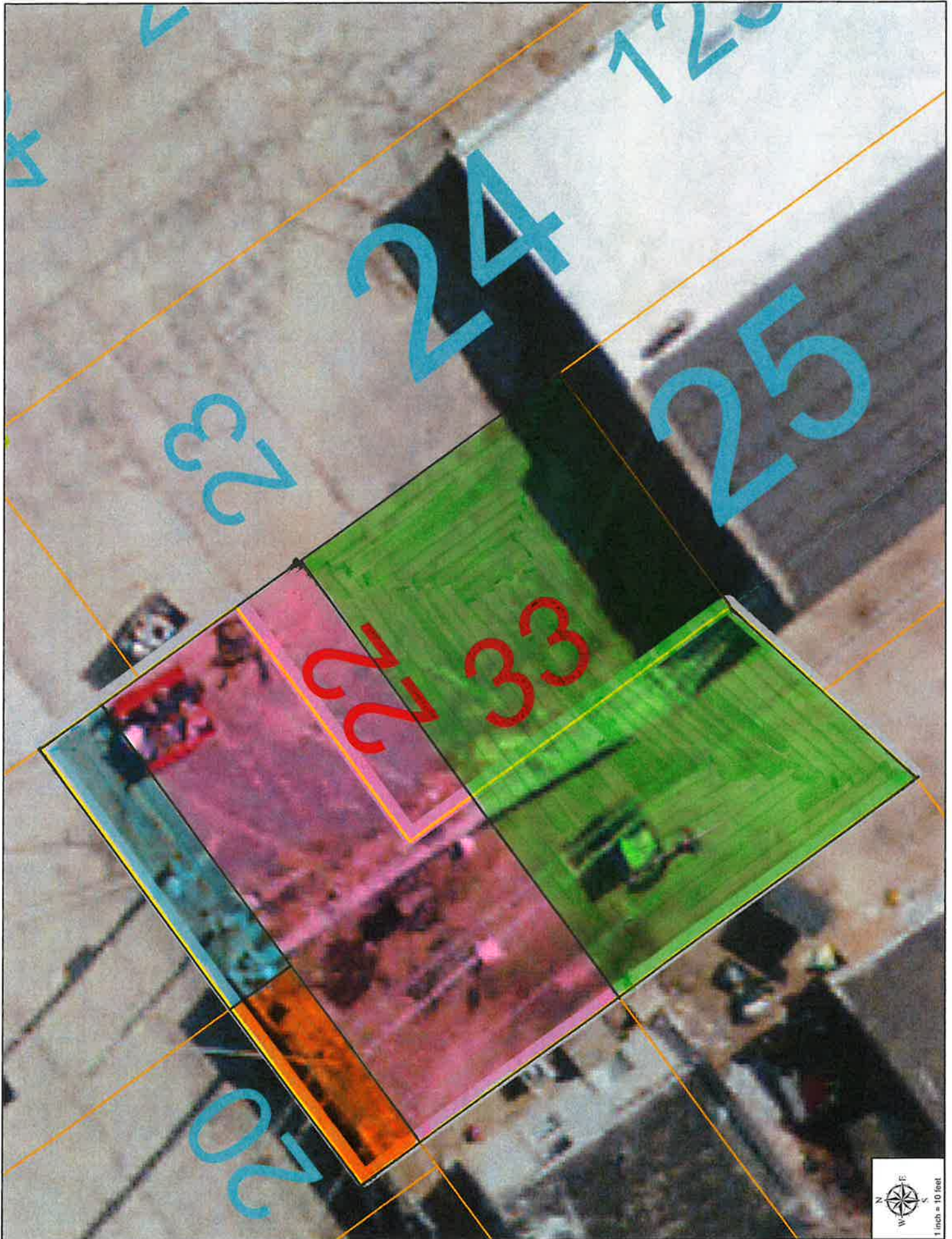
- Lot 7 Vacation - PIN 05-26-434-013
- Lot 8 Vacation - PIN 05-26-434-012
- Lot 14 Vacation - PIN 05-26-434-004
- Lot 15 Vacation - PIN 05-26-434-005

Lot 15 Vacation - Beginning at the Southeast corner of Lot fifteen (15) in Assessor's Survey of Block 2 in Joel Walker's Addition to Belvidere recorded in Book 23 of Deeds, page 451; thence Northwestly 30' to the Southeast corner of Lot Fourteen (14) in said Assessor's Survey; thence Northeastly on Southerly line of said Lot 14 extended, 42 feet to a point on the Southwesterly line Lot twenty-four (24) in said Assessor's Survey; thence Southeastly to the Northeastly corner of Lot Twenty-five (25) in said Assessor's Survey; thence Southwesterly 22 feet to the Northwestly corner of Lot Twenty-five (25); thence Southwesterly to the Point of Beginning. All situated in the County of Boone and State of Illinois.

Lot 14 Vacation - Beginning at the Northeast corner of Lot fourteen (14) in Assessor's Survey of Block 2 in Joel Walker's Addition to Belvidere recorded in Book 23 of Deeds, page 451; thence Northeastly on Northerly line of said Lot 14 extended, 42 feet to a point; thence Southeastly 20 feet to a point on the Southwesterly line Lot Twenty-four (24) in said Assessor's Survey; Thence Southwesterly 42 feet; thence Northwestly 20 feet to point of beginning. All situated in the County of Boone and State of Illinois.

Lot 8 Vacation - Beginning at the Southeast corner of Lot eight (8) in Assessor's Survey of Block 2 in Joel Walker's Addition to Belvidere recorded in Book 23 of Deeds, page 451; thence Southeastly on said lot line extended, 5 feet; thence Southwesterly to the Northeast corner of lot 14 in said Assessor's Survey; thence Northwestly 5 feet; thence Northeastly 18 feet more or less to the point of beginning. Situated in the County of Boone and State of Illinois.

Lot 7 Vacation - Beginning at the Southeast corner of Lot seven (7) in Assessor's Survey of Block 2 in Joel Walker's Addition to Belvidere recorded in Book 23 of Deeds, page 451; thence Southwesterly on said lot line extended, 5 feet; thence Southwesterly to the Southwest corner of Lot seven (7) extended in said Assessor's Survey; thence Northwestly 5 feet; thence Northeastly 24.5 feet more or less to the point of beginning. Situated in the County of Boone and State of Illinois.





RIVER WOOD CONDOMINIUM



Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 5/7/2024
Re: Purchase of End-Loader Forks - WWTP

The current WWTP budget included \$250,000 for replacement of our 1976 Allis Chalmers end-loader of which we spent \$242,600.00 for a 2023 John Deere 624P end loader. A set of forks for our new end loader is \$8,200.00.

I would recommend the purchase of a set of forks for the 2023 John Deere 624P end-loader from West Side Tractor Sales, in the amount of \$8,200.00. The forks will be paid for from Depreciation Line Item #61-1790 (\$7,400.00) and Line Item #61-5-820-6030 (\$800.00).

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 5/7/2024
Re: WWTP Sludge Pump Installation

We have received the following proposals for installation of the replacement Moyno and Wemco pumps at the WWTP:

Installation and Piping

Ceroni Piping 7770 Ceroni Road Cherry Valley, IL 61008	\$100,228.00
--	--------------

Boller Construction 3045 W Washington St Waukegan, IL 60085	\$145,999.70
---	--------------

Electrical

Helm Electric 5280 11 th St Rockford, IL 61109	\$14,840.00
---	-------------

Connelly Electric Company 40 Addison Road Addison, IL 60101	\$22,000.00
---	-------------

I would recommend approval of the proposal from Ceroni Piping, in the amount of \$100,228.00, for piping and installation of the Moyno and Wemco pumps at the WWTP.

I would recommend approval of the proposal from Helm Electric to complete the required electrical work for the installation of the new Moyno and Wemco pumps at the WWTP.

All of this work will be paid for from Line Item #61-1790 Plant Depreciation.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 5/7/2024
Re: Passenger Rail Update – Station Location – Road Closing

The Illinois Passenger Rail Chicago to Rockford Service includes a station stop in Belvidere. Attached to this memo is a copy of the station location concepts prepared by IDOT. IDOT is requesting confirmation from the City for our preferred station site. In 2014, the City Council approved the location at the Whitney Boulevard right-of-way adjacent to City Hall, which will require the closing of the street. This same location today will require a variance be issued by the Union Pacific Railroad due to their design standard of 300 feet offset from crossings for a passenger platform. The proposed 380' platform will be centered on the Whitney right-of-way. I would recommend that the City Council formally approve the Whitney location of the Belvidere train station and have IDOT submit a variance request to the Union Pacific Railroad.



ILLINOIS PASSENGER RAIL

CHICAGO TO ROCKFORD



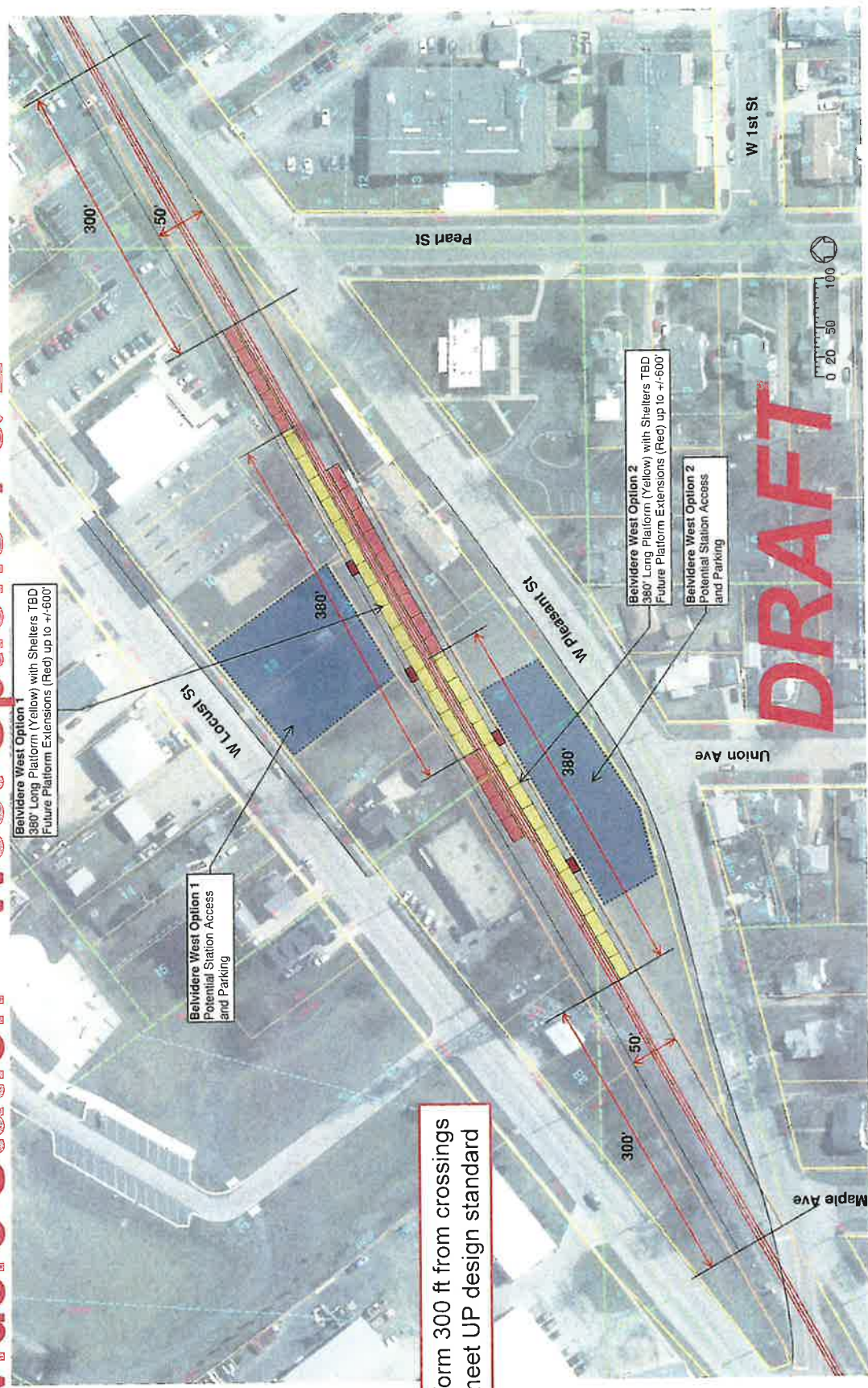
April 11, 2024



Station Location Concepts

Belvidere

Bevidere Station - West Options 1 & 2



Bevidere West Option 1
380' Long Platform (Yellow) with Shelters TBD
Future Platform Extensions (Red) up to +/-600'

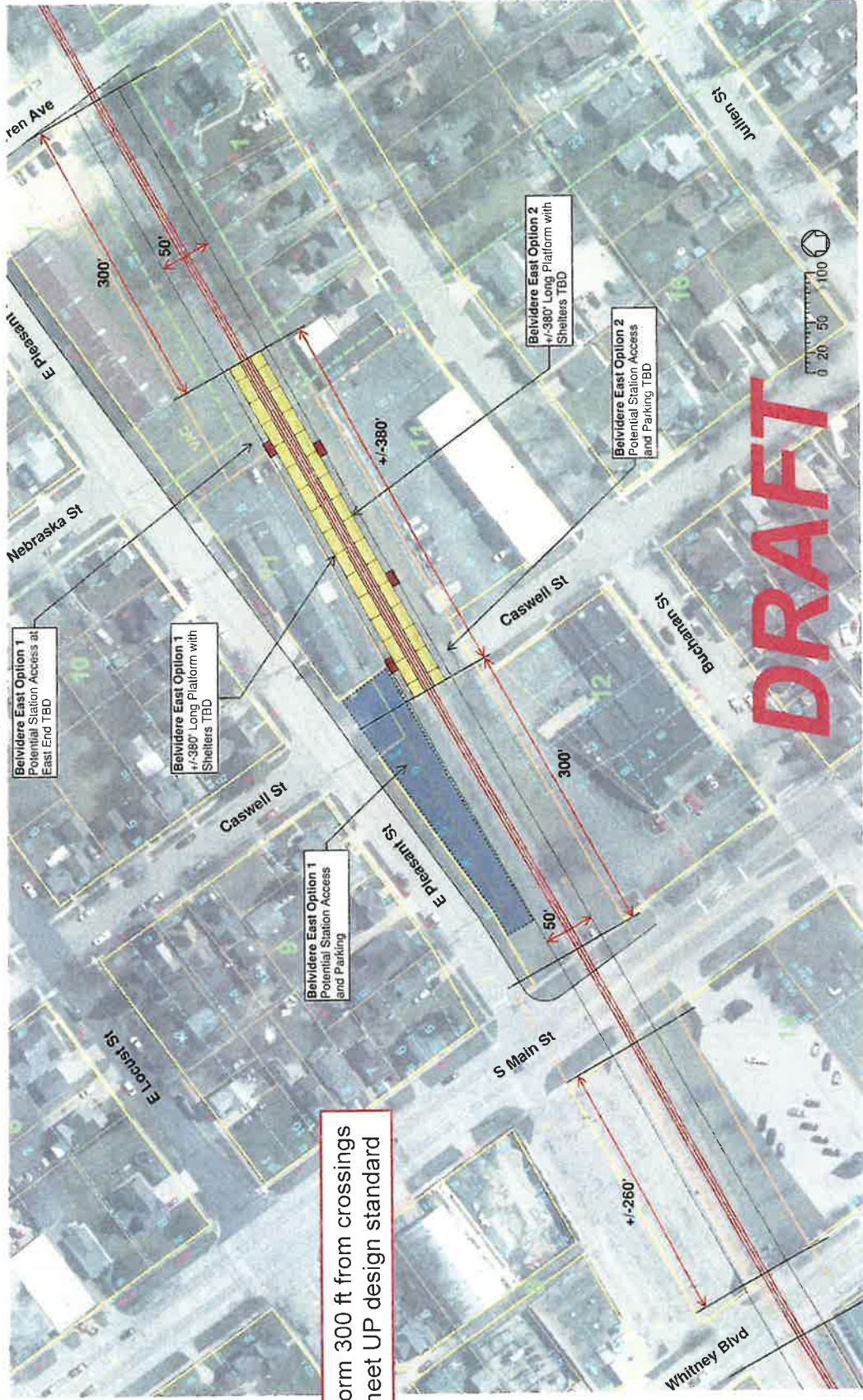
Bevidere West Option 1
Potential Station Access
and Parking

Bevidere West Option 2
380' Long Platform (Yellow) with Shelters TBD
Future Platform Extensions (Red) up to +/-600'

Bevidere West Option 2
Potential Station Access
and Parking

Platform 300 ft from crossings
to meet UP design standard

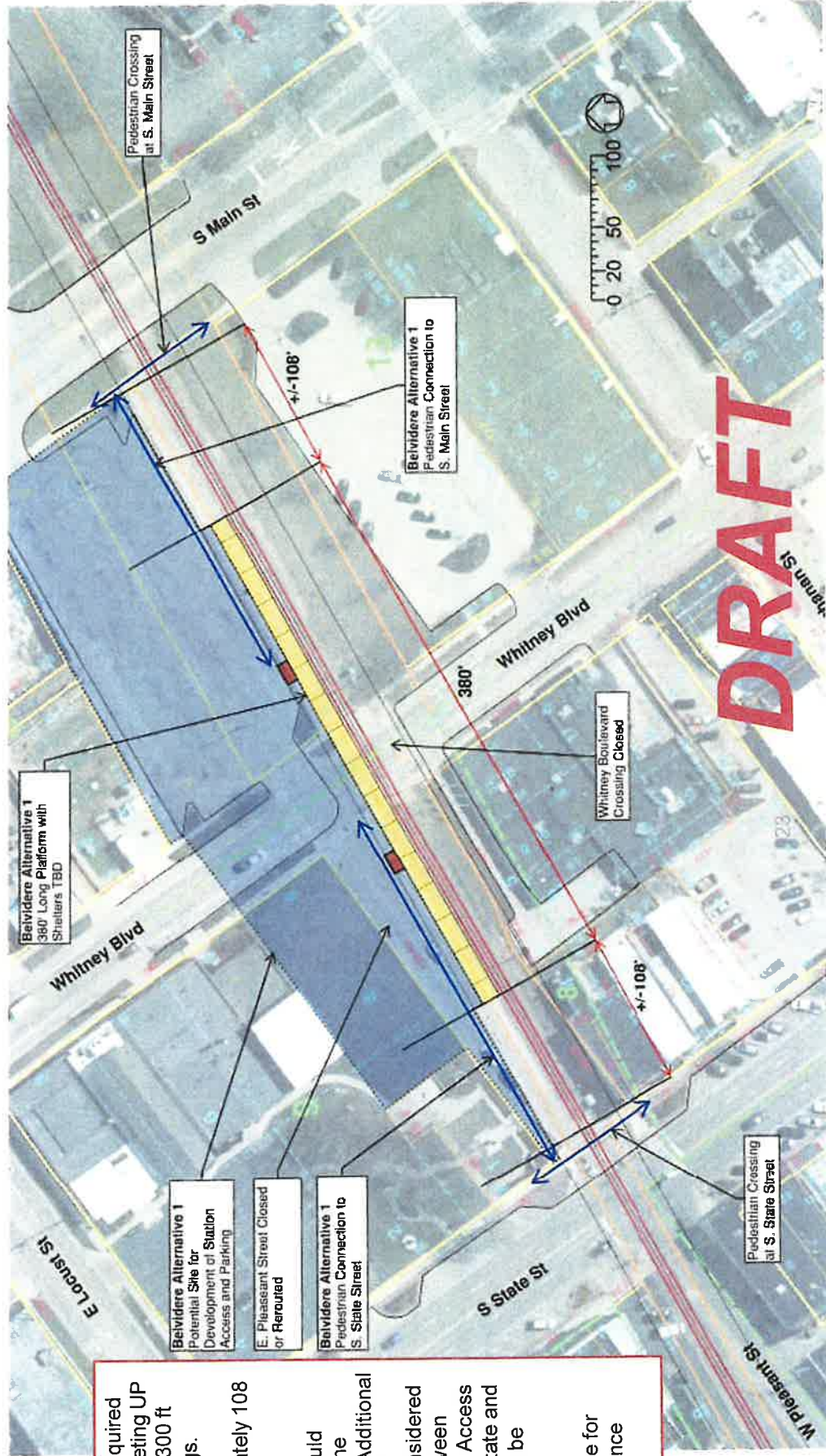
Belvidere Station - East Options 1 & 2



Platform 300 ft from crossings to meet UP design standard

DRAFT

Belvidere Station – Variance Option



Variance request required for platform not meeting UP design standard of 300 ft offset from crossings.

Platform approximately 108 ft from crossings.

Variance option would include closure of the Whitney crossing. Additional roadway closure (E Pleasant) to be considered north of tracks between Whitney and State. Access at W Pleasant to State and railroad crossing to be reviewed.

Note: See next slide for details on UP variance process.

UP Variance Process

Per Union Pacific Railroad Public Projects Manual (2021):

10.14 Requests for Exception Variance

- A. Requests for exception to Railroad requirements shall be submitted to the Railroad PP-EC for review. The Railroad may approve or reject any request for exception. Approval from the Railroad is required prior to proceeding with an exception.
- B. Provide written engineering justification for proposed requests for exception
- C. Variance requests require significant UP review and will cause delay to the project.
- D. The request should succinctly describe the geometric, structural and other constraints which justify the request. Cost alone should not be the determining factor.

Any variance to the Railroad standards and guidelines will likely result in added project time and cost to the Applicant's project.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 5/7/2024
Re: End-Loader Replacement - WWTP

The current Street Department budget includes \$150,000 for replacement of our 1974 Cat end-loader. We have received the following proposals for a new end-loader:

- | | | |
|---|-----------------|--------------|
| 1. Bobcat of Rockford
5925 Wheeler Road
Cherry Valley, IL 61016 | Bobcat L95 | \$99,748.68 |
| 2. Miller-Bradford & Risberg, Inc
W250 N6851 Hwy 164
Sussex, WI 53089 | Case CA 321F | \$104,900.00 |
| 3. Altorfer Cat
5055 South Main Street
Rockford, IL 61102 | Cat 908-14A | \$125,230.00 |
| 4. West Side Tractor Sales
3110 Prairie Road
Rockford, IL 61102 | John Deere 324P | \$138,661.20 |

All of these end-loaders are in the same size classification and come with extended warranties. The Bobcat machine has a 60/month/2000 hour warranty.

Based on the above information, I would recommend the purchase of the Bobcat L95 end-loader from Bobcat of Rockford, in the amount of \$99,748.68. The end-loader will be paid for from Capital Line Item #41-5-752-8200.





Quotation Number: **JM515304**
 Quote Sent Date: **May 07, 2024**
 Expiration Date: **Jun 06, 2024**
 Prepared By **Jeremy Morgan**
 Phone: +18155091391
 Email: sales@bobcatofrockford.com

Customer
BELVIDERE STREET DEPT
 515 W LOCUST ST
 BELVIDERE, IL, 61008-3626
 Phone: +1 815 544 2990

Contact

Dealer
Bobcat of Rockford, Cherry Valley, IL
 5925 WHEELER ROAD NORTH

Item Name	Item Number	Quantity	Price Each	Total
Bobcat L95 Compact Wheel Loader	M0705	1	76,702.24	76,702.24
Standard Equipment:				
74 HP 2.4L Turbocharged Bobcat engine with integrated Diesel Oxidation Catalyst (DOC)				
Articulation Lock Bar				
Attachment Control Device				
Automatic Park Brake with Slope Assist				
Automatic Ride Control				
Auxiliary Hydraulics, High Flow with pressure release couplers				
Back-up Alarm				
Battery Disconnect Switch				
Bobcat Standard 5" Display				
Bucket Level Indicator				
Canopy with; Cup Holders, Dual Quick Charge USB /12 V Power Outlet, Interior Storage Compartments, Keyless Ignition, Retractable 2 Seat Belt, Tilt and Telescoping Steering Column, Vinyl Suspension Seat				
Differential Lock				
Engine and Hydraulics Systems De-rate				
Front Horn				
Glow Plugs				
Hydrostatic Transmission with Electronic Gearbox, 4 speeds, Advanced Attachment Control, & Flex Drive (Engine Speed Dial)				
HVAC Cab Comfort Package	M0705-P01-C02	1	8,659.44	8,659.44
<i>Included:</i> Enclosed Cab with HVAC, Front and rear wiper / washer, Dome light, Rear defrost, Radio Ready, Heated Air Ride Seat				
L95 Light Material Bucket	7484959	1	3,876.00	3,876.00
Radio	7517094	1	476.00	476.00
Rear View Camera	7422924	1	641.00	641.00
Rotating Beacon Kit	7336474	1	130.00	130.00
Block Heater	7328972	1	84.00	84.00
60 Month/2000 Hour Full Extended Warranty	9997060	1	5,900.00	5,900.00
Total for Bobcat L95 Compact Wheel Loader				96,468.68
Quote Total - USD			96,468.68	
Dealer P.D.I.			200.00	
Freight Charges			2,500.00	

Destination Charges	90.00
Dealer Assembly Charges	490.00
Sales total before Taxes	99,748.68
Taxes	0.00
Quote Total - USD	99,748.68

Customer acceptance:

Quotation Number:: JM515304

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____ Tax Exempt: Y / N

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 5/7/2024
Re: Siphon Line Repair

The cover on the siphon line that crosses the river behind General Mills has eroded away and the existing lines need to be lowered. The attached images show the current condition and the erosion along the river that has occurred since the siphon lines were installed in 1999.

Attached to this memo is a work authorization from CES, Inc to complete the field work, engineering design, specifications and bid documents to complete this work in the lump-sum amount of \$7,700.00.

I would recommend approval of the proposal from CES, Inc, to complete engineering work required to bid the siphon line repair project in the lump-sum amount of \$7,700.00. This work will be paid for from Line Item #61-5-830-6000.



C.E.S. Inc. – Main Office
700 West Locust Street
Belvidere, Illinois 61008
Phone: (815) 547-8435
Fax: (815) 544-0421

C.E.S. dba Survey-Tech
104 A Maple Court
Rochelle, IL 61068
Phone: (815) 562-8771
Fax: (815) 562-6555

Kevin.Bunge@Civilideas.com

WORK AUTHORIZATION

Date: May 7, 2024

Subject: Field work, design and specs for lowering of existing Siphon pipes

Requested by: City of Belvidere – Brent Anderson

General scope of work to be completed:

C.E.S. Inc. will prepare Construction Plans, Specifications and Bid Documents for the lowering of the existing siphon pipes at the main bend in the river, just north of General Mills.

Final Design Documents to include: topographic survey, construction plans, specifications, standard details, erosion control plan, summary of quantities; and one bid package including bid and contract documents.

Not included in the quoted fees:

IEPA or COE or IDNR permits (not required); Land Acquisition plats or surveys; Temporary or Construction Easement documents; Revisions due to changes in the scope or limits or alignment of project after our work has commenced; Application fees to any agency; Soil Bores; **Construction staking or observation**; Negotiations with property owners for easement or access rights.

Fees: Lump sum of \$ 7,700 (total)

Approval of Quote and Authorization to proceed (Owner/Client)

Date

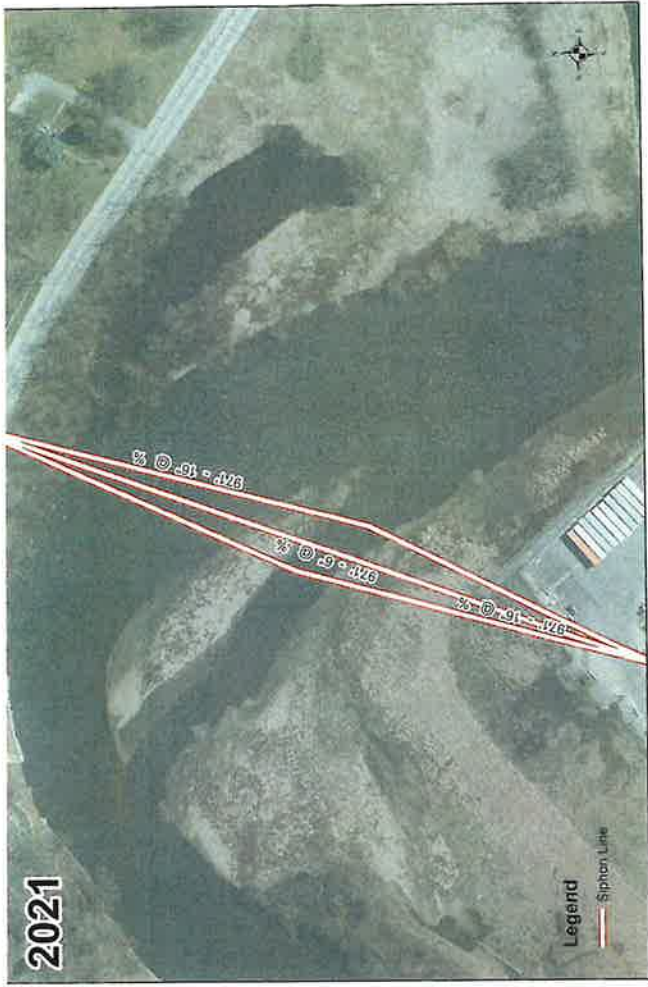
Printed Name (Owner/Client)

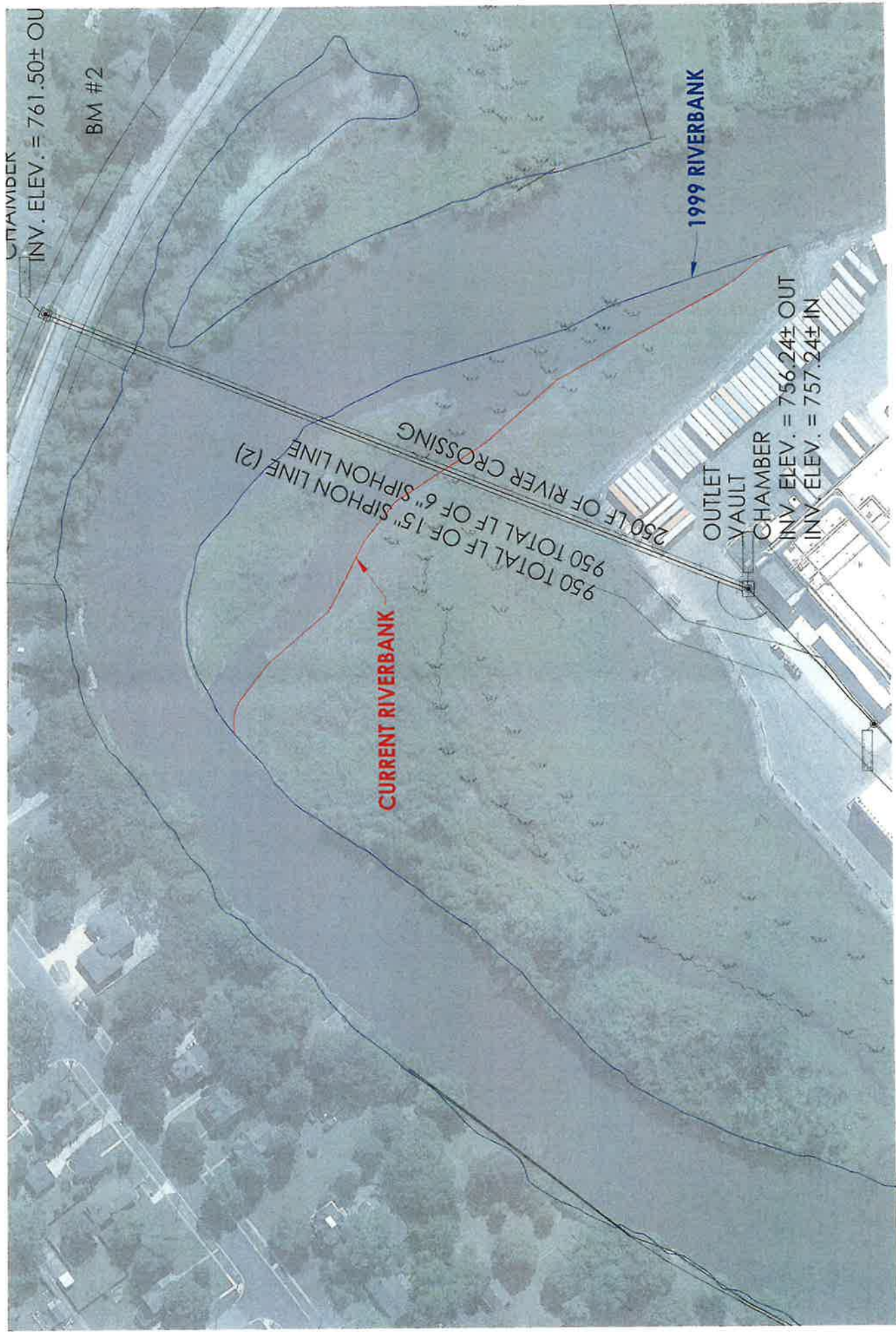
Title

Organization (Owner/Client)

Please deliver, mail, e-mail, or fax completed Work Authorization to C.E.S. Inc. at
Kevin.Bunge@civilideas.com







CHAMBER
INV. ELEV. = 761.50± OU

BM #2

1999 RIVERBANK

950 TOTAL LF OF 15" SIPHON LINE (2)
250 LF OF RIVER CROSSING

CURRENT RIVERBANK

OUTLET
VAULT
CHAMBER
INV. ELEV. = 756.24± OUT
INV. ELEV. = 757.24± IN

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 5/8/2024
Re: Easement Preparation – Southwest Trunk Sewer Extension

The next step in the design of the Southwest Trunk Sewer Extension to Four Rivers Sanitary Authority is to prepare sanitary sewer easements for review by land owners along the route. Twelve easement documents will be required for this phase of the project.

Attached to this memo is a work authorization from CES, Inc to complete easement work in the lump-sum amount of \$14,100.00.

I would recommend approval of the proposal from CES, Inc, to complete the easement work for the Southwest Trunk Sewer Extension to Four Rivers Sanitary Authority in the lump-sum amount of \$14,100.00. This work will be paid for from Line Item #61-1790.



C.E.S. Inc. – Main Office
700 West Locust Street
Belvidere, Illinois 61008
Phone: (815) 547-8435
Fax: (815) 544-0421

C.E.S. dba Survey-Tech
104 A Maple Court
Rochelle, IL 61068
Phone: (815) 562-8771
Fax: (815) 562-6555

Kevin.Bunge@Civilideas.com

WORK AUTHORIZATION

Date: May 7, 2024

Subject: EASEMENTS for the Belvidere to CV Sewer trunk

Requested by: City of Belvidere – Brent Anderson

Prepare an update to and advancement of the prior study including:

Sanitary Sewer Easement documents (12 – see attached) including plats and legal descriptions;
Field work as required to resolve property boundaries adequate for easements;
8 hours of field work to set LATH markers on easement center lines for review by land owners.

Not included in the quoted fees:

Final Engineering; Topography to support Final Engineering; Permit applications (any); Revisions due to changes in the scope or limits of project after our work has commenced; Application fees to any agency; Soil Borings; Wetland or Historical studies; Construction Phase services.

See attached Project Exhibit.

Fees: Lump sum of \$ 14,100
(Does not include any prior fees expended on the Routing Study)

Approval of Quote and Authorization to proceed (Owner/Client) _____
Date

Printed Name (Owner/Client) _____
Title

City of Belvidere

Organization (Owner/Client)

Please deliver, mail, e-mail, or fax completed Work Authorization to C.E.S. Inc. at
Kevin.Bunge@civilideas.com

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 5/8/2024
Re: Crew Truck Replacement – Street Department

The current Street Department budget includes \$45,000 for replacement of our 1982 Chevy Crew Truck. We have located a used 2015 Freightliner crew truck at Your Choice Autos in Waukegan, Illinois that will meet our needs. The list price for this vehicle is \$24,999.00.

I would request authorization to purchase a used 2015 Freightliner MT45 Crew Truck from Your Choice Autos, in the amount of \$24,999.00. This truck will be paid for from Capital Line Item #41-5-752-8200.

2741 Belvidere Road
Waukegan, IL 60085
Office: (847) 782-8786

1506 W Jefferson St
Joliet, IL 60435
Office: (815) 725-0850



3128 W. 147th St
Posen, IL 60469
Office: (708) 578-5967
Mobile: (708) 897-8045

14112 Pulaski Road
Crestwood, IL 60445
Office: (708) 926-9166
Mobile: (708) 691-9142

881 E. Chicago St.
Elgin, IL 60120
Office: (847) 429-2681

2015 Freightliner MT45 Chassis










4X2 Chassis

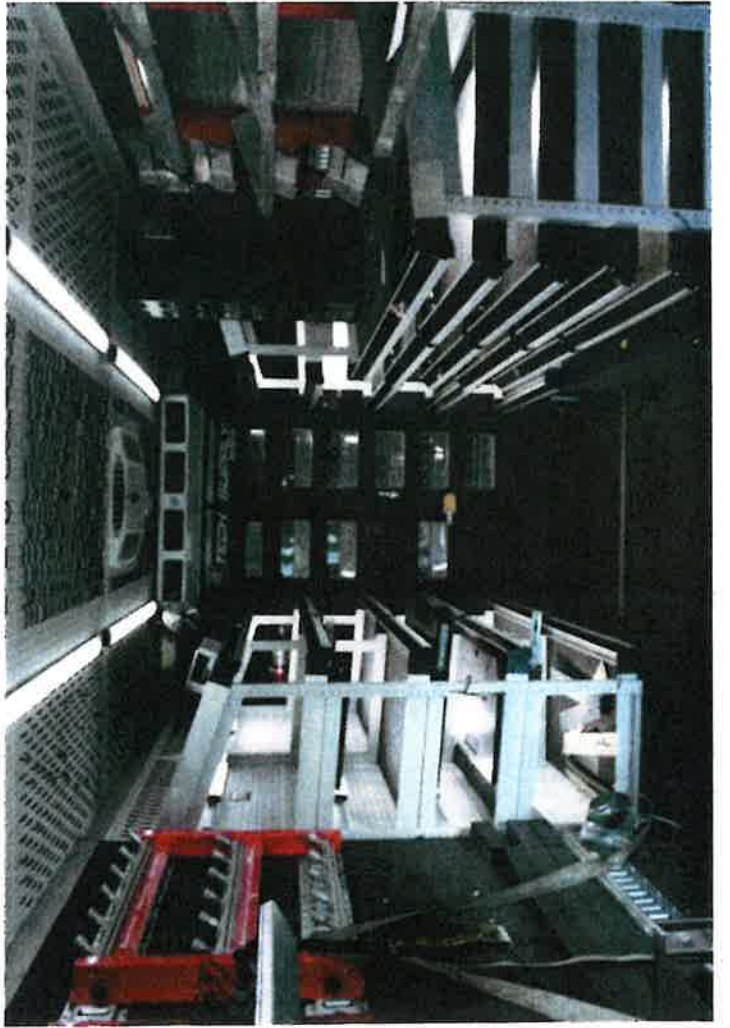
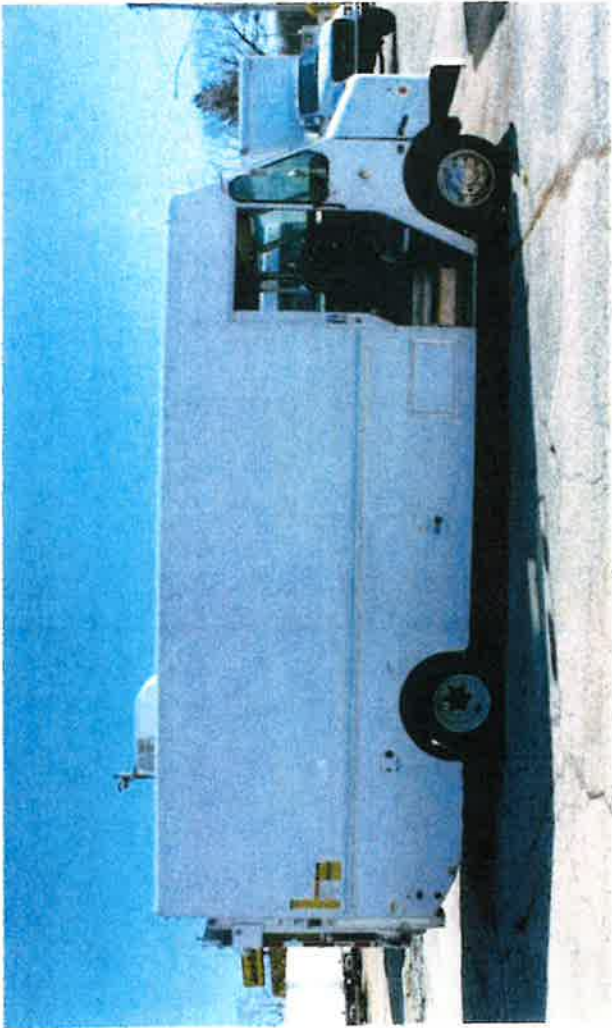
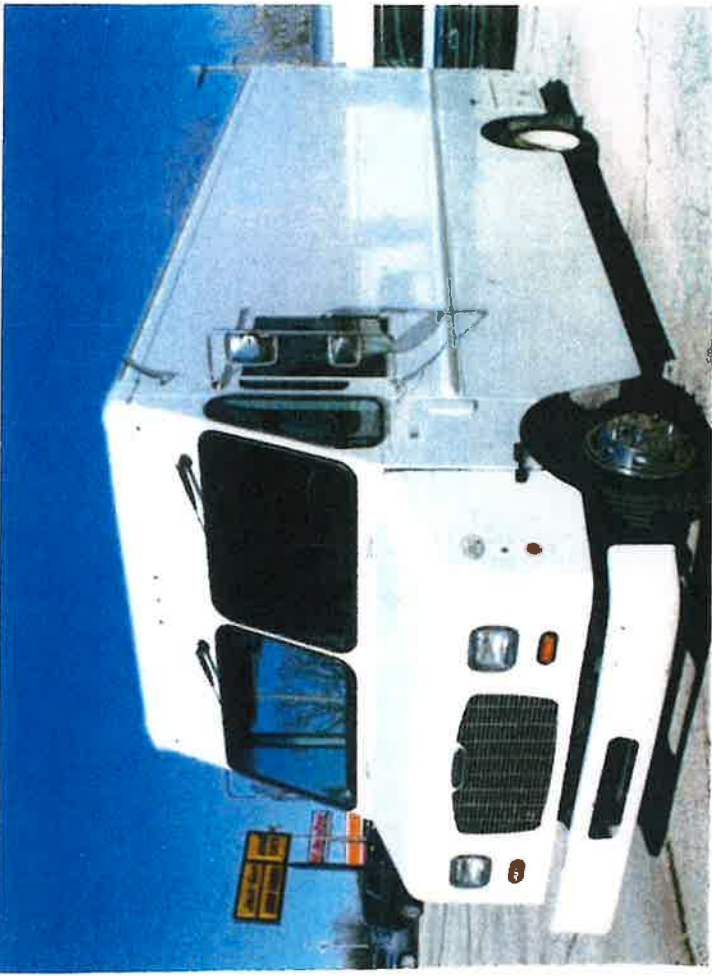
Price
\$24,999

Mileage
102,353

Description

1-OWNER DIMENSION 18X7X7 STEP VAN COMMERCIAL VAN HUGE CARGO SPACE BOX TRUCK CARGO LIFT KEYLESS ENTRY DRW GOOD TIRES 6.7L I6 Turbo

	Condition Used
	Engine 6.7L I6 Turbo
	Transmission N/A
	Drivetrain 4X2
	Fuel Diesel
	Exterior Color White
	Interior Color Gray
	Stock # WYC-GN7183
	VIN 4UZAAPDU0FCGN7183



Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 5/8/2024
Re: Landfill #2 Annual Services Proposals

The County and the City issued a Request for Qualifications for the annual services required for the operation and maintenance activities required at Belvidere Municipal Landfill #2. Proposals were received from the following firms:

TRC
708 Heartland Trail
Madison, WI 53717

Brownfield Environmental Engineering Resources
645 Third Street
Beloit, WI 53511

Gemini Engineering
2275 Cassens Drive
Fenton, MO 63026

Based on our review of the proposals, I would recommend approval of the proposal from Brownfield Environmental Engineering Resources, in an amount not-to-exceed \$48,500.00, for the annual services required for Landfill #2. A copy of their proposal is attached for your reference. This work is included in the Landfill budget, account number 01-5-335-7900.



Brownfield Environmental Engineering Resources, LLC
645 Third Street, Suite 250 Beloit, WI 53511
Office - 608-856-5434
Office - 815-713-9165
brad@brownfieldusa.com
www.brownfieldusa.com



28835 N Herky Dr. Unit 120
Lake Bluff, Illinois 60044
Phone 847.578.5000

www.deiganassociates.com

May 8, 2024

Professional Services Work Agreement

Ms. Becky Tobin
County Administrator
Boone County, IL.

via email to btobin@boonecountyil.gov

RE: **Work Agreement for 2024 Landfill Consulting Services
Belvidere Municipal Landfill #2**

Dear Ms. Tobin:

Brownfield Engineering and the **deigan group, as subconsultant** is providing this Work Agreement to provide responsive, strategic consulting services to the County in maintaining IEPA reporting compliance, developing forward plans to mitigate and reduce your landfill liability and on-going cost outlays, and periodically reviewing the solar farm development and operation planned to be constructed atop the closed landfill.

Anticipated Scope of Work

As a team, we manage our projects effectively to the County's completion goals and objectives. We currently anticipate the following integrated tasks but can adjust our work as County-beneficial conditions change or objectives from IEPA negotiations become clearer.

TASK 1: Prepare Semi-Annual Groundwater Reports to IEPA (July 15 & January 15)

We will conduct this routine semi-annual groundwater reporting to Illinois EPA in accordance with your permit conditions 20 and 21. Groundwater sampling and analysis will be conducted by others under the City of Belvidere's contract, until such time that we are successfully chosen to perform this sampling and analysis.



TASK 2: Prepare Annual Corrective Action Report to IEPA (October 15)

We will conduct the annual permit-conditions 23, 24, and 27 reporting to IEPA.

TASK 3: IEPA Negotiations, Meeting in Springfield, Define Forward Path

Based on our experience at other closed Illinois municipal landfills, our team believes there is benefit to more dialog with the IEPA permit writers and reviewers and an opportunity to clarify and cleanup poorly worded permit clauses and improve some of the permit conditions for the benefit of Boone County and the City of Belvidere. We have included budget allocation for both telephone and an in-person meeting with IEPA in Springfield.

TASK 4: Oversee and Review Compliance During Solar Install/Operations

The solar project provides some benefit to the County/City, but can also result in compliance exposure, potential liability, and cost as landfill owner/operator. As a 3rd party consultant to the County, we have no conflict or business interest with the solar developer. Our periodic inspections and compliance reviews during solar installation and operation during 2024 will be focused on County/City interests.

TASK 5: Overall Project Management/Coordination

This task will include overall coordination, communications and administration, billing, and budget tracking. We have also allocated the cost to provide IEPA hard copies and tracked delivery of submittals.

Commercial Terms & Budget Estimates

We will conduct this work for a not to exceed fee of **\$48,500.00**, broken down by task as follows:

- Task 1 \$14,320.00
- Task 2 \$11,060.00
- Task 3 \$5,500.00
- Task 4 \$8,840.00
- Task 5 \$8,555.00

Our work described above will be performed at the following hourly rates.

Personnel	2024 Hourly Rates
G. Deigan, Principal	\$165.00
B. Brown, P.E., Engineer	\$160.00
M. Brady, Director	\$105.00
B. Peter, Project Manager	\$115.00
C. Brown, Env Specialist	\$115.00



J. Kunde, Env Specialist	\$120.00
G. Jones, Staff Engineer (EIT)	\$120.00
D. Eberlein, Finance Mgr.	\$101.00
Support Personnel (CADD, Clerks, Techs)	\$75.00

Terms & Conditions

Deigan & Associates, LLC proposes to conduct our environmental contracting work based on hourly rates for professionals and support staff. Direct external expenses incurred in conducting the work will be invoiced at cost plus 10%. Our hourly rates for principal staff are presented above. Additional support staff and other technical consultants may be added as needed or as technical issues arise, with hourly rates commensurate with their experience and professional level. We will invoice monthly with net 30-day payment terms. We will begin work with a signature approval below and County Board approval. General terms & Conditions with our insurance coverages listed are attached.

Sincerely,

The deigan group

Gary J. Deigan
Principal

Brownfield Engineering Resources, LLC

Brad Brown, P.E.
Principal



Proposal Pricing Worksheet



Belvidere Municipal Landfill #2--2024 Reporting and Project Management

Personnel by Discipline	Total Labor Hours per Task										Total Labor Hours per Task	Reimbursable Expenses		Subcontractor Expenses		Total per Task	
	G. Delgan	B. Peter	C. Brown	B. Brown, P.E.	J. Kunde	G. Jones	D. Eberlein	Item	Cost	Item		Cost	Task 1	Task 2	Task 3		Task 4
TASK 1: Prepare Semi-Annual Groundwater Reports to IEPA (July 15 & January 15)	8	16	40	8	12	32	101.00					\$ 14,320.00					\$ 14,320.00
TASK 2: Prepare Annual Corrective Action Report to IEPA (October 15)	8	12	24	8	12	24						\$ 11,060.00					\$ 11,060.00
TASK 3: IEPA Negotiations, Meeting in Springfield, Define Forward Path	8	12	8	8	0	0		Travel & Mileage	\$ 600.00			\$ 4,900.00					\$ 5,500.00
TASK 4: Oversee and Ensure Compliance During Solar Install/Operations	8		0	8	32	20						\$ 8,840.00					\$ 8,840.00
TASK 5: Overall Project Management/Coordination	16	0	0	16	8	16		Copy/Scan Service/USPS	\$ 750.00			\$ 7,776.00					\$ 8,526.00
Total Hours Per Personnel	48	40	72	48	64	76	16	Subtotal	\$ 1,350.00	Subtotal	\$ -	364	Subtotal	\$ -	Subtotal	\$ 48,246.00	
Total Labor Per Personnel	\$ 7,920.00	\$ 4,600.00	\$ 9,280.00	\$ 7,680.00	\$ 7,680.00	\$ 9,720.00	\$ 1,616.00	10% Handling Fee on Expenses	\$ 135.00	10% Handling Fee on Expenses	\$ -	\$ 46,896.00	10% Handling Fee on Expenses	\$ -	10% Handling Fee on Expenses	\$ 135.00	
Total Labor											\$ 46,896.00	Total Reimbursable Expenses	\$ 1,485.00	Total Subcontractor Expenses	\$ -	Total Project Cost	\$ 48,381.00

Total Project Cost

48,381.00



BELVIDERE
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Date: 5/13/2024
To: Mayor Morris and City Council
From: Chief Shane Woody
Re: Purchase Operator XR VR Training System

The Belvidere Police Department is requesting to purchase an Operator XR VR Training System.

Operator XR's unique system combines cutting-edge simulation software and custom integrated IoT sensor, enabling front-line personnel to conduct immersive scenarios using their service-specific/weapons and equipment

Operator XR enhances tactics, techniques, and procedures against any virtual adversary across the globe, in high-stress and high-risk simulated environments.

Operator XR allows departments and personnel to increase training frequency and effectiveness while reducing your training costs.

This system is valued at \$53,500 dollars but the company is honoring its original quote of \$48,770.00 dollars that was requested and awarded by the Illinois Training and Standards Board Recruiting and Retention grant and accepted by the Council.

Motion: Approve the purchase of an Operator XR VR Training System at a cost of \$48,770.00 dollars to be paid by the Illinois Training and Standards Board Recruitment and Retention grant.

> O P E R A T O R

Quotation:

Operator XR VR Training System

Customer:	Belvidere Police Dept	Contact:	Chief Shane Woody 815-547-5677
Quote Ref:	042324-1	Issued by:	Mike Schroedl mike@operatorxr.com M: 608-279-4389
Issued Date:	23 April 2024	Valid to:	31 May 2024

Operator XR VR Training System 2 Man Quotation Summary

OP-1 VR Trainer <Law Enforcement/Tactical Trainer>

- Complete <2 Officer> VR Training system for <Law Enforcement/Tactical Trainer>
- Purchase includes shipping, delivery and first 12-months Warranty and Support Service Agreement.
- Extended hardware Warranty available.
- Product License includes access to Operator XR software and hardware technology.
- Support Service Agreement includes online help desk, corrective, preventative, perfective, and/or adaptive maintenance, updates, new features, and modules that are deemed part of Operator XR's core platform.

Item	Description	Unit Price USD	Qty	Total \$USD
OP-1	Operator OP-1 – VR Training System - Software Licences for <2> users - Hardware for <2> users - Shipping & Delivery to site - First 12 Months Maintenance and Support	\$42,500.00	1	\$42,500.00
Support Service Agreement	- Corrective, preventative, perfective, and adaptive maintenance - New updates, features, and modules - Online Help Desk - Per year, after first 12 months	\$4,250.00	2	\$8,500.00
On-Site Training	- Software Licences for <2> users - Up to 4 Customer Participants in an 8-hour (1 business day) period - On-site training at Customer's preferred location within the Continental US - Supply of all necessary training materials	\$2,500.00	1	\$2,500.00
Sub TOTAL				\$53,500.00
Sales Tax	Request copy of exemption	<insert rate>		Amount
Total				\$53,500.00
Discount	Discount applied to meet original grant value	-\$4,730.00		\$48,770.00

> O P E R A T O R

Licencing and Hardware Details

OP-1 SOFTWARE LICENSE

- **OP-1 Software License inclusions:**
 - Headset licenses for supplied headsets
 - Law Enforcement/Tactical trainer software license keys for 2 simultaneous users
 - After-Action Review Module
 - Sketch Tool Module
 - Software Support and remote device management for updates and patches as required.
 - Helpdesk support, weekdays business hours.
 - Online training modules, for system set up and operation.
 - Eye Tracking Software. Note: eye tracking hardware is optional extra.

OP-1 HARDWARE

Law Enforcement/ Tactical Trainer	Description – 2 Man	QTY
Package & Peripherals	VR Headsets	
	HTC Vive Focus 3 VR Headset, facemask, battery & charger	2
	HTC Vive Focus 3 swappable battery	2
	HTC Vive charging bank for 4 batteries	1
	Tactical Force Options	
	M4 / AR 15 Drop-in Bolt with magazine and spare parts packet	2
	M4 / AR 15 CO ₂ magazines	2
	Operator Weapon Tracker with picatinny rail, high mount	2
	CO ₂ adapter for SodaStream refill	1
	CO ₂ regulator for SodaStream / gas bottle refill	1
	UMAREX Glock (17 Gen 5)	2
	UMAREX Glock 17 Gen 5 magazine	2
	Operator Telemetry sensor for pistol (specify model G17 Gen 5)	2
	Operator CEW (Specify Model x26, x10)	2
	Operator OC Spray (Specify Model Mk3, Mk 9)	2
	Operator Flashlight	2
	Computer, Cables, Manuals	
	Pelican Case with laser cut foam inserts	1
	Samsung Galaxy Tablet (based on model availability) 5G 256GB (Graphite) & case	1
	Anker 543 power pack	1
	Multi type C to C cable	1
	USB type A to 4C cable	1
	Cleaning cloths and user manuals	1
	Microsoft Surface Laptop Go 2 12.4" i5 128GB & case (based on availability)	1
	Device Management Software – for fleet maintenance	qty

OFFICIAL

> O P E R A T O R

OPTIONAL ITEMS / SPARES

Item	Description	Unit Price, USD
Eye tracking hardware	Hardware, per headset.	\$310.50 ea.
Glock 17/19	UMAREX Glock (G17, Gen 5)	\$900.00 ea.
CEW	Conducted Energy Weapon	\$980.00 ea.
OC	OC Training Spray	\$750.00 ea.
Replacement Headset	HTC VIVE Focus 3 – <i>(Not applicable for system expansion)</i>	\$2,400.00 ea.
Replacement Tablet	Samsung S9 - <i>(Not applicable for system expansion)</i>	\$2,400.00 ea.

OFFICIAL

> O P E R A T O R

KEY TERMS

Item	Description
Order	Order will be raised on receipt of customer purchase order or suitably authorised documentation from Customer .
Order Conditions	Raising of an Order by Operator XR may be subject to advance payment by Customer , if expressly stated in quotation.
Delivery	Delivery is up to 60 days from confirmation to Customer of Order , unless expressly stated in quotation.
Payment Terms	Net 14 days from issue of invoice to Customer , unless otherwise expressly stated in quotation.
Payment Details	Payment can be made via Wire Transfer or Cheque. Remit payments to: Account name: Operator XR, LLC Account Number: 1391 0556 8907 ACH Routing Number: 123103716 Registered Office: 201 N Union St, Suite 110 #11286 Alexandria, VA, 22314
Late Payment	Late payments may incur interest calculated daily at annualized rate of 8%.
Warranty	12-month warranty for all supplied hardware, unless expressly stated. Extended warranty available on request.
Term Commencement	Customer receipted delivery of Order (partial or full, whichever occurs first).
System Maintenance	First 12 months system maintenance is included in initial purchase and commences at beginning of the Term . After first 12 months, ongoing maintenance is provided on an annual basis, up to a maximum of 2 years. If not purchased and paid as part of initial order, payment for ongoing maintenance must be made 45 days prior to the end of each annual maintenance period.
System Training	Unless expressly stated, system training is delivered by Operator XR, provided it is paid for by Customer .
Training Format	1 x train the trainer course, up to 4 customer participants. Supply of materials and on-site training, over maximum of 2 business days. Customer non-attendance; reschedule within 7 days of prior agreed date; or additional courses are subject to additional charges.
Travel / Accommodation	Where expressly stated in quote, and paid by Customer , travel and accommodation costs for training are a fixed price for continental USA travel only, unless otherwise stated.
Customizations	Supplied only if expressly stated in quotation.



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Date: 5/13/2024
To: Mayor Morris and City Council
From: Chief Shane Woody
Re: Purchase Fitness Equipment

The Belvidere Police Department is requesting to purchase fitness equipment. Our department has always put an emphasis on fitness. To date our weight room consists of donated equipment that either doesn't work, in need of repair, or not made for the frequent use that it gets from our officers.

The Department requested \$15,500.00 dollars through the Illinois Training and Standards Board Recruiting and Retention grant which was awarded and accepted by the Council.

A copy of the commercial invoice is attached and outlines the equipment we would like to purchase from Pound4Pound Fitness Equipment with a total cost of \$15,500.00

Motion: Approve the purchase of fitness equipment from Pound4Pound Fitness Equipment at a cost of \$15,500.00 dollars to be paid by the Illinois Training and Standards Board Recruitment and Retention grant.

COMMERCIAL INVOICE

POUND4POUND FITNESS EQUIPMENT

INVOICE #

11419 SMITH DRIVE

04242024-EE01

4/24/2024

HUNTLEY, IL 60412

847-558-9748

POUND4POUNDFITNESSEQUIPMENT.COM

SALES@POUND4POUNDFITNESSEQUIPMENT.COM

BILL TO:

TERMS

BELVIDERE POLICE DEPARTMENT

ITEM	QTY	RATE	
PRE OWNED WOODWAY 4FRONT TREADMILL	1	\$ 4,400.00	\$4,400.00
PRE OWNED CYBEX 750AT TOTAL BODY ARC TRAINER	1	\$ 2,000.00	\$2,000.00
PRE OWNED MATRIX R7 RECUMBENT BIKE	1	\$ 1,200.00	\$1,200.00
PRE OWNED MATRIX FUNCTIONAL TRAINER	1	\$ 3,375.00	\$3,375.00
PRE OWNED MATRIX ADJUSTABLE BENCH	1	\$ 400.00	\$400.00
PRE OWNED OCTAGON SQUAT CAGE	1	\$ 2,000.00	\$2,000.00
PRE OWNED PRECOR STRETCH TRAINER	1	\$ 300.00	\$300.00
PRE OWNED LIFE FITNESS OPTIMA LEG CURL/EXTENSION COMBO	1	\$ 850.00	\$850.00
NEW OLYMPIC HEX BARBELL	1	\$ 150.00	\$150.00
NEW 5 TO 50 DUMBBELLS	1	\$ 825.00	\$825.00

TOTAL QTY	10	SUBTOTAL	\$15,500.00
		SALES TAX	
		DELIVERY	\$0.00
		WARRANTY	N/A
		TOTAL	\$15,500.00

NOTES:

TOTAL PAID	\$0.00
BALANCE	\$0.00
PAYMENT METHOD	
STATUS	
PICK-UP	
DELIVERY	
SHIPPING	

SIGNATURE:

PRINT NAME:

DATE:




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TO: MAYOR MORRIS AND CITY COUNCIL
FROM: CHIEF SHANE WOODY 
DATE: MAY 9, 2024
RE: MOTION TO ACCEPT DONATION

Please be advised that the Belvidere Police Department has received a donation from the First Baptist Church in the amount of \$210.00. They have requested that this donation be used for our K9 Unit.

Motion: To accept the donation of \$210.00, check #26434, from the First Baptist Church, to be used for equipment for our K9 Unit.

SW/sd



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Date: 5/13/2024

To: Mayor Morris and City Council

From: Chief Shane Woody

Re: Approval for Wellness Checks

The Belvidere Police Department is requesting approval to authorize officers to start making appointments for an additional wellness check.

The Department requested \$14,080.00 dollars through the Illinois Training and Standards Board Recruiting and Retention grant which was awarded and accepted by the Council.

Motion: Approve the expenditure of \$14,080.00 dollars for wellness checks for Belvidere Police Department officers to be paid by the Illinois Training and Standards Board Recruitment and Retention grant.