



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
Rory Peterson	Chairman Public Works
Aldersperson Marsha Freeman	Vice-Chairman Public Works

**AGENDA**

October 14, 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. Building Department – Update.
  - B. Planning Department – Update.
3. Public Works, Unfinished Business: None.
4. Public Works, New Business:
  - A. Public Works Department – Update.
  - B. Lead Service Line Inventory and Initial Plan.
  - C. Sewer Rate Increase – Step Three.
  - D. WWTP 2018 Improvement Project – Change Order #5.
  - E. Kishwaukee Riverfront Path Extension.
  - F. Certificate of Satisfactory Completion of Kelly Farms Subdivision.
5. Other, Unfinished Business:
  - A. Elected Officials Salaries.
6. Other, New Business:
  - A. Appointment of Erica Bluege as City Clerk to fill the vacancy created by the resignation of Sarah Turnipseed.
  - B. Amendment to Article IX of Chapter 98 relating to Small Cell Deployment in the right of way.
  - C. Amendment to Section 43-43, Nepotism Prohibited, of the Belvidere Municipal Code.
  - D. Police – Acceptance of Donation.
7. Adjournment:

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 10/1/2024  
**Re:** Lead Service Line Inventory and Initial Plan

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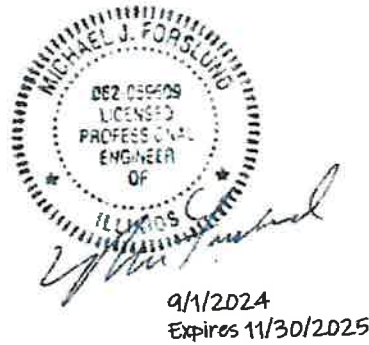
We have submitted our current Lead Service Line Inventory and our Lead Service Line Replacement Plan to the IEPA as required. A copy of a portion of the Lead Service Line Replacement Plan is attached for your reference. Also attached are samples of IEPA required property owner notification letters that have to be sent to all identified properties with either lead or galvanized services as well as those properties yet identified. Based on our current results, we are expecting approximately 1,500 services will require replacement.

The current estimated cost for a service line replacement from the water main to the main valve in the residence is \$9,800.00. The current parameters of the Lead and Copper Rule will require the City to replace at least 6% of the services needing replacement during a period of not more than 17 years. Total estimated cost is \$14,700,000, or \$864,7000 annually for 17 years. The Bipartisan Infrastructure Act allocated \$15 billion in funding for lead service replacement. This funding is expected to be available for the next three years. Attached to this memo is a copy of the Funding Nomination Form for Public Water Supply Loan Program which is the first step in obtaining these funds. The requested amount is \$1,200,000, which includes engineering design and construction services for the first year of the replacement program.

# Report for City of Belvidere, Illinois

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## Lead Service Line Replacement Plan



Prepared by:

STRAND ASSOCIATES, INC.®  
IDFPR No. 184-001273  
1170 South Houbolt Road  
Joliet, IL 60431  
[www.strand.com](http://www.strand.com)

September 2024



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The following report has been developed by the City of Belvidere, Illinois (City) to meet the requirements of 415 Illinois Compiled Statutes (ILCS) 5 Section 17.12 of the Environmental Protection Act as administered by the Illinois Environmental Protection Agency (IEPA). The act requires the owner of community water supplies to create a plan for replacement of lead and galvanized services. This report is the initial plan prepared by the City. The report will be updated each year with the final Lead Service Line Replacement Plan being due by April 15, 2027.

## COMMUNITY WATER SUPPLY DETAILS

The City supplies drinking water using a supply and distribution system consisting of five active wells, three water towers, and one ground-level reservoir and booster station. The municipal utility is Public Water System Identification Number No. IL0070050, located in Boone County, which includes 7,314 residential and 467 commercial service connections serving approximately 25,339 people.

The City has a water system comprised of the following infrastructure:

- Seven groundwater wells (five currently in service)
- Three elevated tanks (1.1 million gallons [MG] total storage)
- One 1.5-MG ground storage tank
- Distribution system

As stated in the City Municipal Code, Chapter 114, Section 114-182, all service pipes from the shutoff box to the premise is the responsibility of the property owner (City Ordinance §50.15). The City owns the service line from the water main to the shutoff valve. The City takes a proactive role in notifying customers of opportunities to replace lead service lines with water main replacement projects and emergency repairs, as outlined in Illinois Administrative Code (IAC) Title 35: Part 611 Section 354.

## LEAD SERVICE LINE INVENTORY

The City is continuing to develop a Lead Service Line Inventory (LSLI) based on records review, input from property owners, and on-site service inspections.

The City created an online Web portal where customers were given the ability to upload photographs and information on the size and material of their water service. The portal also provided an option for the customer to request an inspection by City water utility staff to determine the service line material.

Table 1 identifies the total number of suspected and known private lead service lines and private lead service lines known to have been replaced since 2020. Based on customer survey responses to date, approximately 36 percent of the unknown services are expected to be lead or galvanized requiring replacement (GRR). In total, the City expects approximately 1,500 services will require replacement. Three lead services have been replaced since 2020.

Description	Number of Services
Lead	180
GRR	567
Unknown	1,984
Copper	1,229
Plastic	66
Unknown Not Lead	3,755
<b>Total Services</b>	<b>7,781</b>

**Table 1 Water Service Line Inventory Summary**

Appendix A includes a map showing the location of the various lead service lines identified in Table 1, as shown through the City's ArcGIS Web site.

The LSLI will continue to be developed as more information is collected and materials confirmed during water main replacement projects and during the normal course of water system operations.

### LEAD SERVICE LINE EDUCATION AND PUBLIC INVOLVEMENT

Given the concerns for lead services, the City has developed information that is available on its Web page that educates the public about the potential risks of lead services and action steps to address lead drinking water contamination. The City's public education action plan identifies educational materials on lead in drinking water, how customers can test their drinking water, sources of lead within a customer's water system (such as, leaded brass and lead solder joints), and how to and which portions of the public to educate about the risk of lead in drinking water based on United States Environmental Protection Agency (USEPA) and American Water Works Association (AWWA) guidance.

Using AWWA guidance language, the City will notify customers whether a lead service is identified and disturbed by the City, but not replaced, as a result of water main replacement and repair activities. There are no specific requirements in the IAC requiring utilities to perform public notification if a lead service pipe is disturbed. However, guidance from USEPA indicates that disturbed lead services may release elevated concentrations of lead, often as particulates, into a customer's water system for some time after the event. Guidance for the homeowner should include information on how to flush the homeowner's system and use of filtration to reduce potential exposure to lead in drinking water.

As water main replacement projects are undertaken, the City will notify customers approximately 2 to 3 months, and again at 2 to 3 weeks, in advance of a project by letter. The day before the water main replacement, City staff will attempt to contact homeowners directly by going door-to-door. During water main replacement projects, the existing service is removed from the water main to the shutoff box (curb stop) and replaced with a new poly service from the curb stop to the new water main. Following shut-off and restoration of service, City staff conduct a 5-minute flush at a tap located within the residence of the affected homeowner. The tap aerator is typically removed for flushing and City staff indicated that the water temperature is monitored to confirm the water is cold before the flushing is complete.

For emergency water main repairs, City staff will work quickly to isolate the affected water main for repairs. In an effort to notify impacted homeowners, City staff go door-to-door or place door hangers notifying customers of the event. If a lead service is identified during emergency repairs, the existing service is left in place as crews work around the area.

## LEAD SERVICE LINE REPLACEMENT PLAN

The City will encourage lead line replacement in accordance with the State of Illinois statute and USEPA rulemaking when identified during water main replacement or emergency repairs. The City does not maintain or control ownership of the private side service leads downstream of the shutoff valve.

When the City replaces the lead service line it is recommended to follow the requirements of IAC Section 611.354.d. This specific portion of the regulation calls out a lead service line notification process before the commencement of work and additional sampling requirements upon completion. The first step in the lead service replacement process is to notify the homeowner 45 days before the work. In emergency situations, attempts to notify the affected homeowners with lead services should be made at the time of repair. Guidance language for developing customer notification letters and door hangers is provided in AWWA's guidance titled *Communicating About Lead Service Lines: A Guide for Water Systems Addressing Service Line Repair and Replacement*. Under standard and emergency conditions, the regulation requires that the City recommend replacement of the customers' lead service line at the customers' cost.

When the transfer of a property occurs, the City may require the landowners to file an affidavit acknowledging the presence of lead service lines associated with the property. This approach to lead service line replacement may result in encouraging homeowners to negotiate lead service replacement with the sale and transfer of a property, similar to how basement radon issues have been dealt with over the years. This approach will be considered during development of the final Lead Service Line Replacement Plan.

If a partial lead service replacement is completed, a service line sample for lead in drinking water using a certified laboratory, paid for by the City, is required within 72 hours. The sample results are to be reported to the customer within 3 business days after the receipt of the result and to the IEPA (as required under IAC:Section 611.360.e.4). Typical sampling costs from a certified laboratory are in the range of \$20 to \$100 per sample.

IEPA may request additional information following a result submission to verify that the partial lead service line replacement activities have taken place. Depending on the result of the partially replaced lead service sample, (such as, greater than 15 micrograms per liter [ $\mu\text{g/L}$ ] lead), the City may supply the homeowner with additional information that describes steps that can be taken to reduce exposure to drinking water lead within the home.

Based on the City's understanding of the current requirements and the number of services needing replacement, the City will need to replace at least 6 percent of the lead services during a period of not more than 17 years.



**LEAD SERVICE LINE REPLACEMENT FUNDING**

This preliminary funding plan is based on the number of services needing replacement based on the latest LSLI. Because the City and the property owner are responsible for their own side of the service line, the costs are broken down based on the public and private sides of the services.

As of August 30, 2024, there are approximately 1,500 services that require replacement. An Opinion of Probable Construction Cost (OPCC) was developed to represent a typical full service line replacement. The total OPCC is \$9,800 per service line. This results in a cost of approximately \$14,700,000, or \$864,700 annually over 17 years.

Table 2 summarizes the OPCC for replacement of a typical water supply service. The OPCC considers a typical 66-foot right-of-way and private side service length of 40 feet.

The City will continue to develop these estimates as the LSLI is improved based on inspections and ongoing water main replacement.

<b>Water Main to Shut Off Valve</b>	<b>Quantity</b>		<b>Unit Cost</b>	<b>OPCC</b>
Mobilization	1	LS	\$1,000	\$1,000
0.75-inch Poly Private Service Lateral Installation	33	LF	\$3	\$100
New Service Valve Installed	1	LS	\$500	\$500
Roadway Trench Repair	33	LF	\$150	\$4,950
Subtotal				\$6,590
20% Contingency				\$1,310
Total Public Side OPCC				\$7,900
<b>Shut Off Valve to House</b>				
Mobilization	1	LS	\$1,000	\$1,000
0.75-inch Poly Private Service Lateral Installation	40	LF	\$3	\$120
Service Tie-In Connection to House	1	LS	\$500	\$500
Subtotal				\$1,620
20% Contingency				\$380
Total Provide Side OPCC				\$1,900
<b>Total Service Line Replacement OPCC</b>				<b>\$9,800</b>
LS=lump sum				
LF=linear feet				
<b>Table 2 Lead Service Replacement OPCC</b>				

Table 3 shows the annual cost of service replacement during the 17-year period. If water system customers choose to replace their lead services within the City, the approximate OPCC for replacement within 1 year is approximately \$864,700. The cost attributed to the City-owned portion of the service is \$688,230 and the private side is \$176,470.

Duration of Potential Replacement Period (Years)	Annual Replacement Rate at 6%	Public Side Replacement	Private Side Replacement
1	\$864,700	\$688,230	\$176,470
3	\$864,700	\$688,230	\$176,470
5	\$864,700	\$688,230	\$176,470
7	\$864,700	\$688,230	\$176,470
10	\$864,700	\$688,230	\$176,470
15	\$864,700	\$688,230	\$176,470
17	\$864,700	\$688,230	\$176,470
20	\$0	\$0	\$0
25	\$0	\$0	\$0
30	\$0	\$0	\$0

**Table 3 Lead Service Replacement Schedule**

The following paragraphs summarize the funding sources considered by the City that may be used to pay for the service line replacements.

1. IEPA Public Water Supply Loan Program

The IEPA loan program provides funding in the form of low-interest loans and principal forgiveness for water supply projects including lead service line replacements. The Bipartisan Infrastructure Act allocated \$15 billion in funding over 5 years for lead service replacement. This funding is expected to be available for the next 3 years.

2. Other Funding Programs

The City will continue to monitor for other funding sources available through the following agencies.

- Illinois Department of Commerce and Economic Development (DCEO)
- Community Development Block Grants
- Congressionally-Directed Spending

3. Self-Funding Replacement

Under this scenario, the City would pay the cost of the public side service replacement, and the property owner would pay for the private side service. The City would undertake the service line replacement project, and the property owner would reimburse the City either directly or through an assessment on their water bill or property taxes.

For the public side costs, the City would have to raise water rates or raise revenue by other means such as local taxes.

4. Private side replacement as a matter of sale and purchase price of a property and improvements.

## **FACILITY SAMPLING AND COMPLIANCE**

High-risk facilities including preschools, day care centers, group day care homes, parks, playgrounds, hospitals, and clinics are regulated by the Illinois Department of Public Health (IDPH). These facilities are not part of or within the City's governance. The facilities remain responsible for their connections to the public water supply and to conduct the required sampling procedures. These facilities have sufficient public scrutiny to replace their lead services and promote the health and well-being of their students and staff in a responsible manner, along with IDPH oversight.

The City community water supply has not identified high-risk areas within the community that should be prioritized over others because USEPA has recognized that lead at any concentration in the water supply is a potential health concern for all. Each individual property is being identified for the presence of lead to allow property owners to make important decisions for themselves relative to their ownership of the lead services on their property.

Considering the City's past efforts in establishing Special Sanitary Service Assessment Areas, pursuit of local laws and ordinances to enforce replacement on private property will be faced with significant ownership challenges. Also, the current proposed Lead and Copper Rule Improvements proposal by USEPA suggests that compliance with the regulation is a matter of communication, not action. Without regulations in place, planning for specific private property lead service line replacements becomes the homeowner's responsibility and remains outside the control of the City. Depending on needs, the City will consider a special assessment or loan program, as appropriate, through committee and City council action.

City staff remain available to assist in educating the local critical care facilities regarding sampling techniques and certified laboratory information, as appropriate.

Appendix C includes the IEPA checklist showing where items are included within this report for compliance purposes.

## **MEASURES TO ENCOURAGE DIVERSITY**

The City will look for ways to encourage diversity in hiring contractors and vendors as part of the lead service line replacement program. The City will make good faith efforts toward meeting a goal of using businesses owned by minority persons, women, and persons with disabilities on more than 20 percent of the effort. The City will strive to meet or exceed to usage percentages as described in Section 2 of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act.

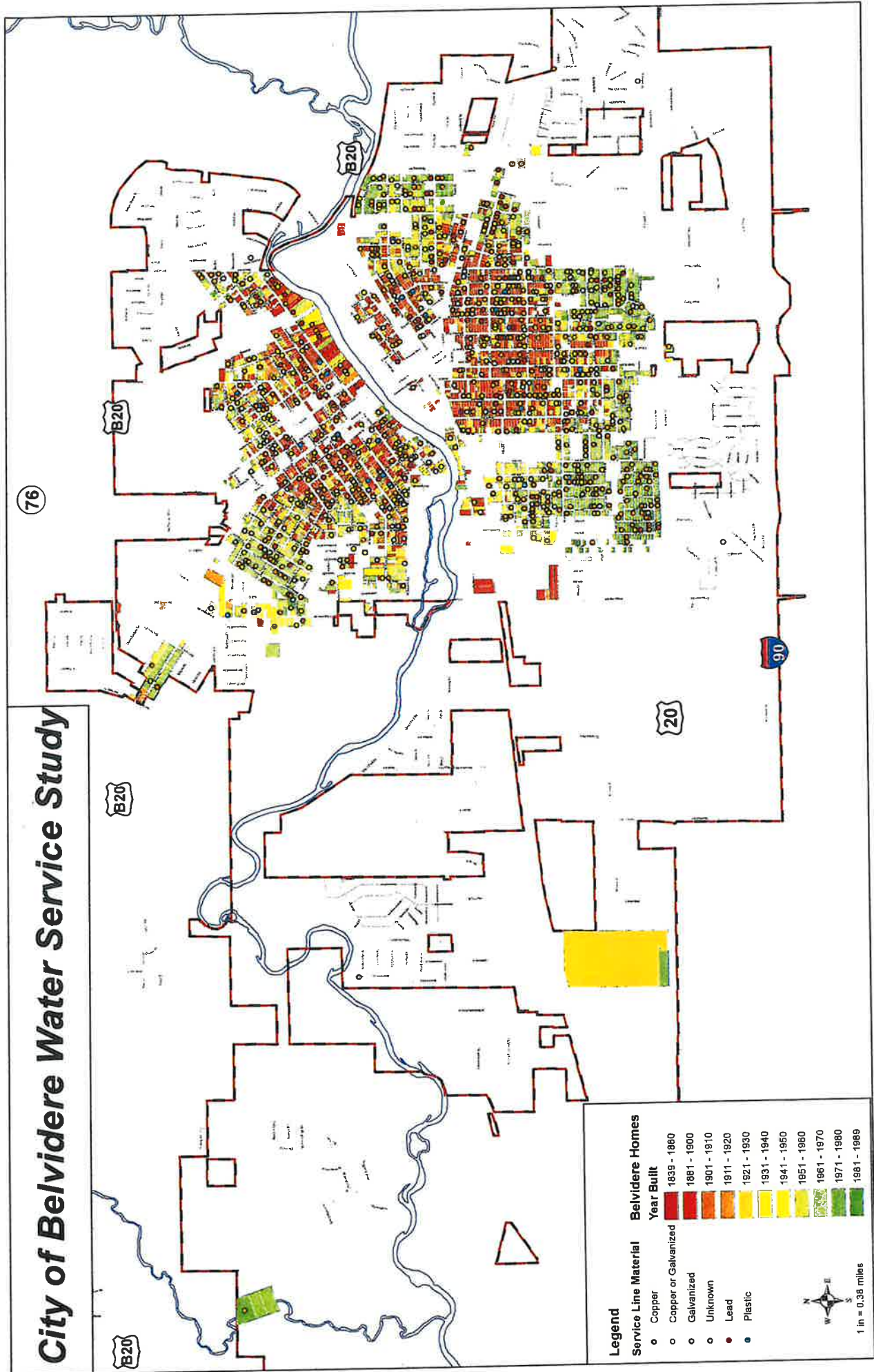
The City's good faith effort will include advertising projects using local newspapers, social media, and local outreach. Projects will be organized into work packages sized to allow disadvantaged businesses to successfully pursue and complete the work.

The City will prepared semi-annual reports documenting the efforts made toward these diversity goals.

**APPENDIX A  
MAP OF WATER SERVICES**

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# City of Belvidere Water Service Study



## Legend

Service Line Material	Belvidere Homes Year Built
○ Copper	■ 1839 - 1880
○ Copper or Galvanized	■ 1881 - 1900
○ Galvanized	■ 1901 - 1910
○ Unknown	■ 1911 - 1920
● Lead	■ 1921 - 1930
● Plastic	■ 1931 - 1940
	■ 1941 - 1950
	■ 1951 - 1960
	■ 1961 - 1970
	■ 1971 - 1980
	■ 1981 - 1988



1 in = 0.38 miles



# Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

## Lead Service Line Replacement Plan Checklist

PWS ID No.: 0070050

Name: City of Belvidere, Illinois

### Lead Service Line Replacement Plan Self-Assessment

This section should be completed after your plan has been developed to ensure it meets all sections required by Section 17.12 of the Environmental Protection Act.

Please certify the inclusion of each lead service line replacement requirement and note the location in the appropriate box. Failure to include any required information in the lead service line replacement plan will result in the plan be rejected.

Initials	Location (e.g. Pg. 3 Para. 6)	Please initial each box to confirm that that required section is included in the plan and include the page number and paragraph number for where that information can be found in the plan.	Citation
MJF	Pg. 1 Para. 2	The name and identification number of the community water supply.	415 ILCS 5/17.12 (q)(1)
MJF	Pg. 1 Para. 2	The number of service lines connected to the distribution system of the community water supply.	415 ILCS 5/17.12 (q)(2)
MJF	Pg. 2 Table 1; App. A	The total number and location of suspected lead service lines connected to the distribution system of the community water supply.	415 ILCS 5/17.12 (q)(3)
MJF	Pg. 2 Table 1; App. A	The total number and location of known lead service lines connected to the distribution system of the community water supply.	415 ILCS 5/17.12 (q)(4)
MJF	Pg. 1 Para. 7; LSLI	The total number and locations of lead service lines connected to the distribution system of the community water supply that have been replaced since 2020.	415 ILCS 5/17.12 (q)(5)
MJF	Pg. 3 Para. 7; Table 3	A proposed lead service line replacement schedule that includes one-year, 5-year, 10-year, 15-year, 20-year, 25-year, 30-year goals.	415 ILCS 5/17.12 (q)(6)
MJF	Pgs. 4 & 5	An analysis of costs and financing options for replacing the lead service lines connected to the community water supply's distribution system.	415 ILCS 5/17.12 (q)(7)
MJF	Pg. 4 Table 2	A detailed accounting of costs associated with replacing lead service lines and galvanized lines requiring replacement.	415 ILCS 5/17.12 (q)(7)(A)
MJF	Pg. 5	Measures to address affordability and prevent service shut-offs for customers or ratepayers.	415 ILCS 5/17.12 (q)(7)(B)
MJF	Pg. 5	Consideration of different scenarios for structuring payments between the utility and its customers over time.	415 ILCS 5/17.12 (q)(7)(C)
MJF	Pg. 6 Para. 1	A plan for prioritizing high risk facilities such as preschools, day care centers, group day care homes, parks, playgrounds, hospitals, and clinics, as well as high-risk areas identified by the community water supply.	415 ILCS 5/17.12 (q)(8)
MJF	Appendix A	A map of the areas where lead service lines are expected to be found and the sequence with which those areas will be inventoried and lead service lines replaced.	415 ILCS 5/17.12 (q)(9)
MJF	Pg. 3	Measures for how the community water supply will inform the public of the plan and provide opportunity for public comment.	415 ILCS 5/17.12 (q)(10)
MJF	Pg. 6 Paras. 6-8	Measures to encourage diversity in hiring in the workforce required to implement the plan as identified under subsection (n).	415 ILCS 5/17.12 (q)(11)
MJF	Pg. 3 Para. 2	Procedure for conducting full lead service line replacement.	40 CFR 141.84 (b)(2)
MJF	P 2 Para 4; P 3 Para 5	Procedure for informing customers before a lead service line replacement and flushing directions to remove particulate lead form service lines and premise plumbing.	40 CFR 141.84 (b)(3). 40 CFR 141.84 (b)(5)

Please include a copy of this checklist when submitting the Lead Service Line Replacement Plan to the Illinois EPA.



City of Belvidere  
Water and Sewer Department  
401 Whitney Blvd., Suite 200  
Belvidere, IL 61008

Account Number
02-003000-02
Service Address
419 N APPLETON RD

**419 N APPLETON RD  
BELVIDERE, IL 61008-1984**

## **IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER**

Dear Water Customer,

In accordance with the IEPA's "Lead Service Line Replacement & Notification Act" all communities are required to prepare a comprehensive water service line material inventory and report their findings to the State. Homes or commercial buildings built prior to 1986 may have a water service line constructed with lead. **You have received this notice because you listed that you are served by a lead service line.**

The City has applied for grant funding to replace the customer-owned portion of the lead service line. If funding is awarded, the City will contact the resident with additional information on our lead service line replacement program.

This notice contains important information about your water service and may affect your rights. We encourage you to have this notice translated in full into a language you understand and before you make any decisions that may be required under this notice. Lead, a metal found in natural deposits, is harmful to human health, especially young children, and pregnant women. It can cause damage to the brain and kidneys and can interfere with the production of red blood cells that can carry oxygen to all parts of your body. The most common exposure to lead is swallowing or breathing in lead paint chips and dust. However, lead in drinking water can also be a source of lead exposure. In the past, lead was used in some water service lines and household plumbing materials. Lead in water usually occurs through corrosion of plumbing products containing lead; however, disruption (construction or maintenance) of lead service lines may also temporarily increase lead levels in the water supply. This disruption may be sometimes caused by water main maintenance/replacement.

The purpose of this notice is for informational purposes only. The following describes some preventative measures you can take to help reduce the amount of lead in drinking water.

What you can do to reduce lead exposure in drinking water:

- Run your water to flush out lead. Flushing times can vary based on the length of your lead service line and the plumbing configuration in your home. The length of lead service lines varies considerably. Flushing for at least 5 minutes is recommended.

- Use cold water for drinking, cooking, and preparing baby formula. Do not cook with or drink water from the hot water tap, lead dissolves more easily into hot water. Do not use water from the hot water tap to make baby formula.
- Look for alternative sources or treatment of water. You may want to consider purchasing bottled water or a water filter that is certified to remove "total lead".
- Clean and remove any debris from faucet aerators on a regular basis.
- Do not boil water to remove lead. Boiling water will not reduce lead.
- Purchase lead-free faucets and plumbing components.
- Remove the entire lead service line.
- Test your water for lead.
  - If test results indicate a lead level above 15 ug/L, bottled water should be used by pregnant women, breast-feeding women, young children, and formula-fed infant





City of Belvidere  
Water and Sewer Department  
401 Whitney Blvd., Suite 200  
Belvidere, IL 61008

Account Number
02-003800-02
Service Address
230 N APPLETON RD

**230 N APPLETON RD  
BELVIDERE, IL 61008-1979**

## **IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER**

Dear Water Customer,

In accordance with the IEPA's "Lead Service Line Replacement & Notification Act" all communities are required to prepare a comprehensive water service line material inventory and report their findings to the State. Homes or commercial buildings built prior to 1986 may have a water service line constructed with lead. **You have received this notice because you listed that you are served by a galvanized service line that requires replacement.**

The City has applied for grant funding to replace the customer-owned portion of the lead service line. If funding is awarded, the City will contact the resident with additional information on our lead service line replacement program.

This notice contains important information about your water service and may affect your rights. We encourage you to have this notice translated in full into a language you understand and before you make any decisions that may be required under this notice. Lead, a metal found in natural deposits, is harmful to human health, especially young children, and pregnant women. It can cause damage to the brain and kidneys and can interfere with the production of red blood cells that can carry oxygen to all parts of your body. The most common exposure to lead is swallowing or breathing in lead paint chips and dust. However, lead in drinking water can also be a source of lead exposure. In the past, lead was used in some water service lines and household plumbing materials. Lead in water usually occurs through corrosion of plumbing products containing lead; however, disruption (construction or maintenance) of lead service lines may also temporarily increase lead levels in the water supply. This disruption may be sometimes caused by water main maintenance/replacement.

The purpose of this notice is for informational purposes only. The following describes some preventative measures you can take to help reduce the amount of lead in drinking water.

What you can do to reduce lead exposure in drinking water:

- Run your water to flush out lead. Flushing times can vary based on the length of your lead service line and the plumbing configuration in your home. The length of lead service lines varies considerably. Flushing for at least 5 minutes is recommended.

- Use cold water for drinking, cooking, and preparing baby formula. Do not cook with or drink water from the hot water tap, lead dissolves more easily into hot water. Do not use water from the hot water tap to make baby formula.
- Look for alternative sources or treatment of water. You may want to consider purchasing bottled water or a water filter that is certified to remove "total lead".
- Clean and remove any debris from faucet aerators on a regular basis.
- Do not boil water to remove lead. Boiling water will not reduce lead.
- Purchase lead-free faucets and plumbing components.
- Remove the entire lead service line.
- Test your water for lead.
  - If test results indicate a lead level above 15 ug/L, bottled water should be used by pregnant women, breast-feeding women, young children, and formula-fed infant



City of Belvidere  
Water and Sewer Department  
401 Whitney Blvd., Suite 200  
Belvidere, IL 61008

Account Number
02-001900-00
Service Address
558 N APPLETON RD

**558 N APPLETON RD  
BELVIDERE, IL 61008-1999**

## **IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER**

Dear Water Customer,

In accordance with the IEPA's "Lead Service Line Replacement & Notification Act" all communities are required to prepare a comprehensive water service line material inventory and report their findings to the State. Homes or commercial buildings built prior to 1986 may have a water service line constructed with lead. **You have received this notice because you are served by an unknown material service line that may contain lead.** Please verify your water service line material and complete the survey at <https://arcg.is/1f8zub>. If you are unsure of the material and would like a Belvidere Public Works representative to verify, please call us at (815) 544-6622.

The City has applied for grant funding to replace the customer-owned portion of the lead service line. If funding is awarded, the City will contact the resident with additional information on our lead service line replacement program.

This notice contains important information about your water service and may affect your rights. We encourage you to have this notice translated in full into a language you understand and before you make any decisions that may be required under this notice. Lead, a metal found in natural deposits, is harmful to human health, especially young children, and pregnant women. It can cause damage to the brain and kidneys and can interfere with the production of red blood cells that can carry oxygen to all parts of your body. The most common exposure to lead is swallowing or breathing in lead paint chips and dust. However, lead in drinking water can also be a source of lead exposure. In the past, lead was used in some water service lines and household plumbing materials. Lead in water usually occurs through corrosion of plumbing products containing lead; however, disruption (construction or maintenance) of lead service lines may also temporarily increase lead levels in the water supply. This disruption may be sometimes caused by water main maintenance/replacement.

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- Use cold water for drinking, cooking, and preparing baby formula. Do not cook with or drink water from the hot water tap, lead dissolves more easily into hot water. Do not use water from the hot water tap to make baby formula.
- Look for alternative sources or treatment of water. You may want to consider purchasing bottled water or a water filter that is certified to remove "total lead".
- Clean and remove any debris from faucet aerators on a regular basis.
- Do not boil water to remove lead. Boiling water will not reduce lead.
- Purchase lead-free faucets and plumbing components.
- Remove the entire lead service line.
- Test your water for lead.
  - If test results indicate a lead level above 15 ug/L, bottled water should be used by pregnant women, breast-feeding women, young children, and formula-fed infant



# Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217)782-2027



## FUNDING NOMINATION FORM FOR PUBLIC WATER SUPPLY LOAN PROGRAM

Annual Filing Deadline: March 31st

FOR AGENCY USE ONLY

LOAN NUMBER: L17  Check here if NEW project without a loan number

1. LEGAL NAME OF APPLICANT: City of Belvidere

2. ADDRESS OF APPLICANT: 401 Whitney Boulevard  
Belvidere, IL 61008

3. ORGANIZATIONAL TYPE:
- Unit of Local Government
  - Investor-Owned Water Utility
  - Not for Profit Water Corporation
  - Mutually or Cooperatively Owned Water System
  - Other: \_\_\_\_\_

4. LOCATION INFORMATION:
- a. County: Boone
  - b. U.S. Congressional District #: 16
  - c. IL House District #: 70
  - d. IL Senate District #: 35
  - e. Public Water Supply ID #: IL00700500

5. AUTHORIZED REPRESENTATIVE:

Name: Clinton Morris

Title: Mayor

Phone: 815-544-2612

Email: mayor@belvidereil.gov

6. ENGINEER:

Name: Mike Forslund

Firm: Strand Associates, Inc.

Phone: 608-251-4843

Email: mike.forslund@strand.com

Address: 910 West Wingra Drive  
Madison, WI 53715

7. BRIEF PROJECT DESCRIPTION – CURRENT PHASE ONLY  
*(Attach additional pages if necessary)*

ESTIMATED COST: \$ 1,200,000.00

Lead service line replacement to include removal of lead and galvanized services needing replacement and installation of new non-lead service lines. The project will cover replacements on both the public side and private side where needed.

8. REASON/PURPOSE/JUSTIFICATION FOR PROJECT:  
*if this project is compliance-related, or will resolve water quality issues such as taste, odor, or color, indicate below.  
(Attach additional pages if necessary)*

This is part of the City's ongoing annual efforts to replace lead service lines as mandated by IEPA and US EPA.

9. PROJECT LOCATION(S): (various addresses where lead services need replacement)  
*(May be address, address start & end points, latitude/longitude, or brief description)*

10. POPULATION SERVED BY THE LOAN APPLICANT: 25,339

11. PROPOSED PROJECT SCHEDULE:
- a. Project Plan Approval Date: 03/31/2025
  - b. Advertise for Bids: 05/15/2025
  - c. Construction Start Date: 07/07/2025
  - d. Completion of Construction: 04/30/2026

- 12. Protection of Assets (using AMP of Equivalent):**
- a. Has the loan applicant implemented a system-wide Asset Management Plan (AMP)? YES
  - b. Is the loan applicant currently developing a system-wide Asset Management Plan? YES
  - c. With the loan be used to develop a system-wide Asset Management Plan? NO

- 13. Additional Questions regarding this Project:**
- a. Is this project necessary to correct a violation of the Act or Board rules, other than reporting? NO  
If YES, provide the violation notice number: \_\_\_\_\_
  - b. Has the applicant implemented a Source Water Protection Plan as provided in 35 Ill. Adm. Code 604? YES
  - c. Is this project include or is the project based upon completion of a system-wide water audit (e.g., water loss accounting), or contains other quantifiable water conservation or efficiency measures, including, but not limited to, metering and water reuse? NO
  - d. Does the applicant utilize a conservation promoting rate structure? NO
  - e. Does the project include improved technologies or practices to reduce energy consumption, or add renewable energy sources, such as solar panels & wind turbines? NO
  - f. Does the project include resiliency components, including facilities built for redundancy, or if the project assists the applicant with planning for potential service disruptions, natural or manmade? NO
  - g. Does the project include resiliency components, such as facilities built for redundancy? NO
  - h. Does the project implement green infrastructure, such as green roofs, pervious pavement, rainwater harvesting or cisterns, sustainable landscaping, constructed wetlands, LEED certified buildings, or riparian buffers? NO
  - i. Does this project involve the removal of lead service lines? YES

- 14. Has the loan applicant received an IEPA construction permit? NO**  
If YES, complete a. and b. below:
- a. Permit #: \_\_\_\_\_
  - b. Date Permit Issued: \_\_\_\_\_

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 2/16/2024  
**Re:** Sewer Rate Increase – Step Three

---

The Water and Sewer Rate Review for the FY 2025 proposed budget included a three step increase for sanitary sewer rates. The first two steps have been implemented and third step was to be based on the repayment amount of the IEPA Loan Project. This project has been substantially completed and we have received the financial summary from the IEPA for this project (copy attached).

We have received \$621,892.50 in principal forgiveness and our annual loan repayment amount will be approximately \$198,843.12, paid in two installments. The repayment amount will require a rate increase of \$0.20/HCF to cover that expense. The new rate of \$3.36/HCF represents a 6.3% increase and the average monthly bill would increase \$1.60 or \$0.05 per day. Total proposed sewer increase would be \$19.20 per year for the typical household.

I would recommend a sanitary sewer rate increase of \$0.20/HCF, effective January 1, 2025, as required by our IEPA Loan Agreement #L173623.



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397  
JB PRITZKER, GOVERNOR JAMES JENNINGS, INTERIM DIRECTOR

COPY

SEP 12 2024

CERTIFIED MAIL

9589 0710 5270 0389 6800 74

The Honorable Clinton Morris  
Mayor, City of Belvidere  
401 Whitney Blvd  
Belvidere, IL 61008

RE: City of Belvidere  
L173623

Dear Mayor Morris:

We are officially notifying the City of Belvidere of the amount and due date of the first repayment in accordance with the conditions of your wastewater loan. If you have not requested a final disbursement request, the remaining loan balance is still available for disbursement.

Our records indicate that, prior to initiation of the loan repayment period, disbursements processed totaled \$4,025,097.00 and accrued interest totaled \$71,802.62 (see Attachment A). As stated in the Loan Agreement, the principal amount of the loan shall be the total amount of the loan disbursements, plus interest, less the principal forgiveness amount of \$621,892.50. Therefore, the City of Belvidere will be required to repay \$3,475,007.12 over the 20 year period.

Your first repayment of **\$99,421.56** will be due **November 24, 2024** (see Attachment B).

**Please note that the interim repayment schedule (Attachment B) only reflects disbursements and construction period interest through the initiation of the loan repayment period. Subsequent disbursements will automatically roll into the loan schedule every 6 months, and the repayment amount will adjust accordingly.**

A summary of the total financed amount of \$3,475,007.12 follows.

## FINANCIAL SUMMARY

Total Disbursements	\$4,025,097.00
Construction Period Interest Financed	\$71,802.62
Less Principal Forgiveness	\$621,892.50
Total Amount Financed	\$3,475,007.12

2125 S. First Street, Champaign, IL 61820 (217) 278-5800  
115 S. LaSalle Street, Suite 2203, Chicago, IL 60603  
1101 Eastport Plaza Dr., Suite 100, Collinsville, IL 62234 (618) 346-5120  
9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000

595 S. State Street, Elgin, IL 60123 (847) 608-3131  
2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200  
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022  
4302 N. Main Street, Rockford, IL 61103 (815) 987-7760



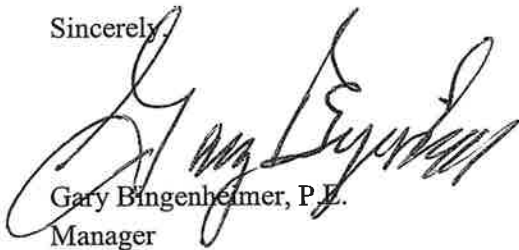
Please note that the Agency will mail an invoice to your community approximately one month prior to each payment date. Upon receipt of that invoice, payment should be made pursuant to the instructions accompanying the invoice, with payments sent to the authorized trustee for the Agency's Water Revolving Fund and not to the Agency's headquarters. The authorized trustee is the Amalgamated Bank of Chicago.

**All repayments should be made by electronic means. Beginning January 11, 2021, an automated payment portal for loan repayments has been established on the web site for Amalgamated Bank of Chicago. <http://www.aboc.com> There are no costs to you for this service. You will need to create a unique ID and password, and set up ACH payments for your loans. Please review the enclosed flyer for additional information and assistance.**

Please review your dedicated source of revenue on a regular basis to insure it is adequate to meet the repayments.

If you have any questions regarding this project, please contact Keely Hendricks, Infrastructure Financial Assistance Section, at (217)782-2027.

Sincerely,



Gary Bingenheimer, P.E.

Manager

Infrastructure Financial Assistance Section

Bureau of Water

**Attachment A**

Illinois Environmental Protection Agency  
 Infrastructure Financial Assistance Section  
 Disbursement Schedule  
 For City of Belvidere L17-3623

<b>Warrant Date</b>	<b>Total Disbursed</b>	<b>Loan Disbursed</b>	<b>Forgive/Grant Disbursed</b>	<b>Interest Beginning</b>	<b>Interest Ending</b>	<b>Days in Period</b>	<b>Construction Interest</b>
10/19/2021	263,092.73	0.00	263,092.73	10/20/2021	05/24/2024	947	0.00
11/15/2021	82,397.94	0.00	82,397.94	11/16/2021	05/24/2024	920	0.00
01/06/2022	209,595.64	0.00	209,595.64	01/07/2022	05/24/2024	868	0.00
03/02/2022	66,806.19	0.00	66,806.19	03/03/2022	05/24/2024	813	0.00
03/02/2022	216,352.42	216,352.42	0.00	03/03/2022	05/24/2024	813	6,505.69
04/12/2022	565,287.21	565,287.21	0.00	04/13/2022	05/24/2024	772	16,140.89
05/26/2022	308,452.01	308,452.01	0.00	05/27/2022	05/24/2024	728	8,305.39
06/21/2022	138,787.78	138,787.78	0.00	06/22/2022	05/24/2024	702	3,603.54
08/09/2022	128,346.19	128,346.19	0.00	08/10/2022	05/24/2024	653	3,099.82
09/12/2022	316,955.84	316,955.84	0.00	09/13/2022	05/24/2024	619	7,256.55
09/21/2022	64,406.89	64,406.89	0.00	09/22/2022	05/24/2024	610	1,453.13
10/24/2022	237,923.17	237,923.17	0.00	10/25/2022	05/24/2024	577	5,077.54
12/05/2022	192,213.51	192,213.51	0.00	12/06/2022	05/24/2024	535	3,803.46
12/19/2022	151,268.04	151,268.04	0.00	12/20/2022	05/24/2024	521	2,914.91
01/25/2023	238,862.32	238,862.32	0.00	01/26/2023	05/24/2024	484	4,275.96
02/27/2023	228,403.90	228,403.90	0.00	02/28/2023	05/24/2024	451	3,809.96
04/24/2023	83,511.52	83,511.52	0.00	04/25/2023	05/24/2024	395	1,220.07
09/07/2023	270,662.63	270,662.63	0.00	09/08/2023	05/24/2024	259	2,592.80
10/13/2023	201,600.32	201,600.32	0.00	10/14/2023	05/24/2024	223	1,662.79
04/17/2024	60,170.75	60,170.75	0.00	04/18/2024	05/24/2024	36	80.12
<b>TOTAL:</b>	<b>4,025,097.00</b>	<b>3,403,204.50</b>	<b>621,892.50</b>				<b>71,802.62</b>

Total Disbursed: \$4,025,097.00  
 Construction Period Interest Financed: \$71,802.62  
 less Principal Forgiveness: \$621,892.50  
 Current Amount Borrowed: \$3,475,007.12

For the purpose of this schedule, the interest periods begin on the Interest Beginning date and ends on the Interest Ending date.

The annual interest rate is 1.3500%. The daily interest rate is the annual interest rate divided by 365 days.

NOTE: Interest begins to accrue on the first day of each interest period. No interest is accrued on the last day of the interest period. The Interest Beginning date is the day after the warrant was actually issued.

**Attachment B**  
**Illinois Environmental Protection Agency**  
**Infrastructure Financial Assistance Section**  
**Interim Repayment Schedule**  
**For City of Belvidere L17-3623**

#	Due Date	Repayment	Interest	Principal	Balance
1	11/24/2024	99,421.56	23,456.30	75,965.26	3,399,041.86
2	05/24/2025	99,421.56	22,943.53	76,478.03	3,322,563.83
3	11/24/2025	99,421.56	22,427.31	76,994.25	3,245,569.58
4	05/24/2026	99,421.56	21,907.59	77,513.97	3,168,055.61
5	11/24/2026	99,421.56	21,384.38	78,037.18	3,090,018.43
6	05/24/2027	99,421.56	20,857.62	78,563.94	3,011,454.49
7	11/24/2027	99,421.56	20,327.32	79,094.24	2,932,360.25
8	05/24/2028	99,421.56	19,793.43	79,628.13	2,852,732.12
9	11/24/2028	99,421.56	19,255.94	80,165.62	2,772,566.50
10	05/24/2029	99,421.56	18,714.82	80,706.74	2,691,859.76
11	11/24/2029	99,421.56	18,170.05	81,251.51	2,610,608.25
12	05/24/2030	99,421.56	17,621.61	81,799.95	2,528,808.30
13	11/24/2030	99,421.56	17,069.46	82,352.10	2,446,456.20
14	05/24/2031	99,421.56	16,513.58	82,907.98	2,363,548.22
15	11/24/2031	99,421.56	15,953.95	83,467.61	2,280,080.61
16	05/24/2032	99,421.56	15,390.54	84,031.02	2,196,049.59
17	11/24/2032	99,421.56	14,823.33	84,598.23	2,111,451.36
18	05/24/2033	99,421.56	14,252.30	85,169.26	2,026,282.10
19	11/24/2033	99,421.56	13,677.40	85,744.16	1,940,537.94
20	05/24/2034	99,421.56	13,098.63	86,322.93	1,854,215.01
21	11/24/2034	99,421.56	12,515.95	86,905.61	1,767,309.40
22	05/24/2035	99,421.56	11,929.34	87,492.22	1,679,817.18
23	11/24/2035	99,421.56	11,338.77	88,082.79	1,591,734.39
24	05/24/2036	99,421.56	10,744.21	88,677.35	1,503,057.04
25	11/24/2036	99,421.56	10,145.64	89,275.92	1,413,781.12
26	05/24/2037	99,421.56	9,543.02	89,878.54	1,323,902.58
27	11/24/2037	99,421.56	8,936.34	90,485.22	1,233,417.36
28	05/24/2038	99,421.56	8,325.57	91,095.99	1,142,321.37
29	11/24/2038	99,421.56	7,710.67	91,710.89	1,050,610.48
30	05/24/2039	99,421.56	7,091.62	92,329.94	958,280.54
31	11/24/2039	99,421.56	6,468.39	92,953.17	865,327.37
32	05/24/2040	99,421.56	5,840.96	93,580.60	771,746.77
33	11/24/2040	99,421.56	5,209.29	94,212.27	677,534.50
34	05/24/2041	99,421.56	4,573.36	94,848.20	582,686.30
35	11/24/2041	99,421.56	3,933.13	95,488.43	487,197.87
36	05/24/2042	99,421.56	3,288.59	96,132.97	391,064.90
37	11/24/2042	99,421.56	2,639.69	96,781.87	294,283.03
38	05/24/2043	99,421.56	1,986.41	97,435.15	196,847.88
39	11/24/2043	99,421.56	1,328.72	98,092.84	98,755.04
40	05/24/2044	99,421.56	666.52	98,755.04	0.00
	<b>TOTAL</b>	<b>3,976,862.40</b>	<b>501,855.28</b>	<b>3,475,007.12</b>	

For the purpose of this schedule, the interest period begins on 05/24/2024.

The annual interest rate is 1.3500% which makes the periodic interest rate 0.675000%.

NOTE: Interest begins to accrue on the first day of each interest period. No interest is accrued on the last day of the interest period.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 10/1/2024  
**Re:** WWTP 2018 Improvement Project – Change Order #5

---

Attached to this memo is a copy of Change Order #5 (final) for the WWTP 2018 Improvement Project. The change order includes the following additional work:

1. Relocate sampler line in the main equipment building. \$1,468.43
2. Replace sludge withdrawal pipe in the digester. \$13,256.25
3. Credit for removing the 20" valve replacement from the contract. (\$10,000.00)

The change order represents an increase to the contract in the amount of \$4,724.68. The change order request has been reviewed and recommended by our engineers for this project, Baxter & Woodman.

I would recommend approval of Change Order #5 for the WWTP 2018 Improvement Project in the amount of \$4,724.68. This work will be paid for from the IEPA Loan for this project.

Final contract price for this project is \$3,954,231.83, which represents a 5.7% increase over the original contract price of \$3,740,000.

**CHANGE ORDER NO. 5**

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

<b>PROJECT:</b>	2018 Wastewater Treatment Plant Improvements	<b>DATE OF ISSUANCE:</b>	August 19, 2024
<b>OWNER:</b>	City of Belvidere, Illinois	<b>ENGINEER:</b>	Baxter & Woodman, Inc.
<b>CONTRACTOR:</b>	Williams Brothers Construction, Inc.	<b>ENGINEER's Project No.</b>	180436.60

**Description:**

1. Provide for an adjustment to the Contract Cost for additional work to reroute the sample drain line to avoid an isolation valve.  
**Proposed Cost for this Item..... \$1,468.43**
  
2. Provide for an adjustment to the Contract Cost for additional work to replace digester drain line.  
**Proposed Cost for this Item..... \$13,256.25**
  
3. Provide for an adjustment to the Contract Cost for costs credited to the Contract for the Detention Pond drain line valve.  
**Proposed Cost for this Item..... Credit (\$10,000.00)**

**Purpose of Change Order:**

1. Provide for an adjustment to the Contract Cost to resolve flow to the sampler issues. It was discovered that after the new common discharge header for the raw sewage pumps was installed, closing of the valve to isolate Raw Seage Pumps #3 and #4, prevented flow to the sampler. Therefore, the sampler line had to be relocated.
2. Provide for an adjustment to the Contract Cost to replace the sludge withdrawal pipe in the Digester. During demolition of the existing cover and piping to be replaced in the Digester, it was discovered that the existing drain line not scheduled to be replaced was in a deteriorated condition. It was determined that this line needed to be replaced. This was an unforeseen condition not accounted for in the Contractors bid.
3. Provide for an adjustment to the Contract Cost for work not performed, and removed from the Contract, as associated with the replacement of the direct bury 20-inch valve and actuator for the detention pond drain. Due to complications during installation, the City of Belvidere opted to remove the installation portion of the Work from the Contract, and received the noted credit, the valve, and the associated valve actuator from the contractor for future installation by the City.

**Attachments:**

1. Contractor's/Subcontractor's Proposal Breakdown Summary, notes as CMR 012 - Sampler Line Relocation, submitted by Williams Brothers Construction, Inc., dated June 12, 2024.
2. Contractor's/Subcontractor's Proposal Breakdown Summary, notes as CMR 013 - Digester Sludge Line Replacement, submitted by Williams Brothers Construction, Inc., dated June 12, 2024.
3. Contractor's/Subcontractor's Proposal Breakdown Summary, notes as CMR 014 - Detention Pond Drain Line Valve and Actuator, submitted by Williams Brothers Construction, Inc., dated August 2, 2024.

**CHANGE ORDER NO. 5**

City of Belvidere, Illinois  
2018 Wastewater Treatment Plant Improvements

**CHANGE IN CONTRACT PRICE:**

Original Contract Price: \$3,740,000.00

Previous Change Orders: \$218,956.51

Current Contract Price: \$3,958,956.51

Net Increase of This Change Order: \$4,724.68

Contract Price with This Change Order: \$3,954,231.83

**CHANGE IN CONTRACT TIME:**

Original Contract Time:  
Substantial Completion: May 11, 2022  
Completion: August 9, 2022

Change From Previous Change Orders:  
Substantial Completion: 746 Days  
Completion: 687 Days

Current Contract Time:  
Substantial Completion: May 24, 2024  
Completion: June 24, 2024

Net Increase of this Change Order:  
Substantial Completion: 0 Days  
Completion: 0 Days

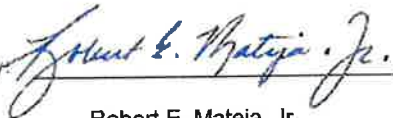
Contract Time with This Change Order:  
Substantial Completion: May 24, 2024  
Completion: June 24, 2024

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

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

**PREPARED BY:**

BAXTER & WOODMAN, INC.

By: 

Robert E. Mateja, Jr.  
Construction Project Manager

**APPROVED:**

CITY OF BELVIDERE

By: \_\_\_\_\_

Clinton Morris  
Mayor

**ACCEPTED:**

WILLIAMS BROTHERS  
CONSTRUCTION, INC.

By: \_\_\_\_\_

David Williams  
President

**RECOMMENDED BY:**

By: 

Daniel Bounds, P.E.  
Client Manager



**WILLIAMS  
BROTHERS**  
CONSTRUCTION, INC

**CONTRACTOR'S / SUBCONTRACTOR'S  
Proposal Breakdown Summary**

Date: 06/12/24

CMR-012

**Engineer:**  
Baxter & Woodman  
8678 Ridgfield Rd  
Crystal Lake, IL 60012

**OWNER:** City of Belvidere  
**PROJECT:** 2018 Phosphorus Removal  
Belvidere, IL  
**WBCI Project #** 537

**I DESCRIPTION OF CHANGE:**

Proposal to reroute sample line drain to avoid added isolation valve.

**II SUMMARY OF DETAILED BREAKDOWN**

	Additions	Deletions	Net Total
A. MATERIAL	\$0.00	\$0.00	\$0.00
B. LABOR	\$0.00	\$0.00	\$0.00
C. EQUIPMENT	\$0.00	\$0.00	\$0.00
D. OTHER COSTS	\$0.00	\$0.00	\$0.00
1. SAFETY	(1% of LABOR) - Deletion -0-		\$0.00
2. EXPENDABLE TOOLS	(2.5% of LABOR) - Deletion -0-		\$0.00
E. NET TOTAL		(A+B+C+D1+D2)	\$0.00
F. OVERHEAD AND PROFIT		(E x 15%) - Deletion -0-	\$0.00
G. TOTAL WORK PERFORMED BY CONTRACTOR		(Lines E + F)	\$0.00

**III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS**

Detailed Breakdowns and summaries from each contractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL
1. Independent	replace drain line	\$1,398.50
2.		
3.		
4.		
5.		
6.		
7.		
H. SUBTOTAL of all work performed by contractor's subcontractors		\$1,398.50
I. CONTRACTOR'S MARK-UP on work of subcontractors	(Line H x5%)	\$69.93
J. PROPOSAL	(Lines G+H+I)	\$1,468.43
K. BONDS	(0.5% of PROPOSAL) - Deletion -0-	\$0.00
L. BUILDER'S RISK INSURANCE	(.38% of PROPOSAL) - Deletion -0-	\$0.00

**IV TOTAL PROPOSAL**

M. TOTAL PROPOSAL for subject CPR increase (decrease) in contract amount **\$1,468.43**  
 N. The work for this CPR will require and extension of time of \_\_\_\_\_ Calendar Days.  
 O. All costs are valid for 14 days.

**CONTRACTOR**

(SIGNATURE).....

**Jake Williams**

Title: Project Manager

Date: 06/12/24





2671 United Lane  
Elk Grove Village, IL 60007

PH: (773) 282-4500  
FX: (773) 282-2046  
WEB: [WWW.INDEPENDENTMECH.COM](http://WWW.INDEPENDENTMECH.COM)  
EMAIL: [INFO@INDEPENDENTMECH.COM](mailto:INFO@INDEPENDENTMECH.COM)

June 12, 2024

**Jake Williams**  
**Williams Brothers Construction Inc.**  
**Peoria, IL 61654**

***Subject: Change Order Request to Reroute Sample Line Drain To Avoid Added Isolation Valve***  
***IMI Job #20132***  
***Change Order Request***

***Jake Williams,***

Per the City of Belvidere request to reroute sample drain line. Pricing includes four-inch PVC pipe/fittings and total of 8hrs.

Independent Mechanical is requesting an additional **\$1,398.50** for completed scope of work.

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

Sincerely,

Domingo Moreno  
Piping Superintendent



**WILLIAMS  
BROTHERS  
CONSTRUCTION, INC**

**Contractor's / Subcontractor's  
Proposal Breakdown Summary**

Date: 06/12/24

CMR-013

**Engineer:**  
Baxter & Woodman  
8678 Ridgefield Rd  
Crystal Lake, IL 60012

**OWNER:** City of Belvidere  
**PROJECT:** 2018 Phosphorus Removal  
Belvidere, IL  
**WBCI Project #** 537

**I DESCRIPTION OF CHANGE:**

Proposal to replace digester tank drain line as condition was worse than anticipated once sludge was removed from tank.

**II SUMMARY OF DETAILED BREAKDOWN**

	Additions	Deletions	Net Total
A. MATERIAL	\$0.00	\$0.00	\$0.00
B. LABOR	\$0.00	\$0.00	\$0.00
C. EQUIPMENT	\$0.00	\$0.00	\$0.00
D. OTHER COSTS	\$0.00	\$0.00	\$0.00
1. SAFETY	(1% of LABOR) - Deletion -0-		\$0.00
2. EXPENDABLE TOOLS	(2.5% of LABOR) - Deletion -0-		\$0.00
E. NET TOTAL	(A+B+C+D1+D2)		\$0.00
F. OVERHEAD AND PROFIT	(E x 15%) - Deletion -0-		\$0.00
G. TOTAL WORK PERFORMED BY CONTRACTOR	(Lines E + F)		\$0.00

**III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS**

Detailed Breakdowns and summaries from each contractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL
1. Independent	replace drain line	\$12,625.00
2.		
3.		
4.		
5.		
6.		
7.		
H. SUBTOTAL of all work performed by contractor's subcontractors		\$12,625.00
I. CONTRACTOR'S MARK-UP on work of subcontractors	(Line H x5%)	\$631.25
J. PROPOSAL	(Lines G+H+I)	\$13,256.25
K. BONDS	(0.5% of PROPOSAL) - Deletion -0-	\$0.00
L. BUILDER'S RISK INSURANCE	(.38% of PROPOSAL) - Deletion -0-	\$0.00

**IV TOTAL PROPOSAL**

M. TOTAL PROPOSAL for subject CPR increase (decrease) in contract amount **\$13,256.25**  
 N. The work for this CPR will require and extension of time of \_\_\_\_\_ Calendar Days.  
 O. All costs are valid for 14 days.

**CONTRACTOR**

(SIGNATURE).....

**Jake Williams**

Title: Project Manager

Date: 06/12/24



2671 Unite Lane  
Elk Grove Village, IL 60007

PH: (773) 282-4500  
FX: (773) 282-2046  
WEB: [WWW.INDEPENDENTMECH.COM](http://WWW.INDEPENDENTMECH.COM)  
EMAIL: [INFO@INDEPENDENTMECH.COM](mailto:INFO@INDEPENDENTMECH.COM)

June 6, 2023

**Jake Williams**  
**Williams Brothers Construction Inc.**  
**Peoria, IL 61654**

**Subject: Digester Tank Drain Line**

**Mr. Jake Williams,**

**INDEPENDENT MECHANICAL INDUSTRIES, Inc.** is pleased to provide you with our proposal to complete the above subject work. Please refer below for our scope of work, pricing, terms and conditions.

**Scope of Work:**

1. Demo drain line
2. Furnish and install 6" DI pipe and fittings.
3. Furnish and install gaskets and 304 ss hardware.
4. Furnish and install 304ss friction clamp.
5. Labor total hours 48hrs, 3 guys two days.

**Exception and Clarifications:**

1. Pricing good till May 31<sup>st</sup>, 2023, on labor escalations.
2. Bond, permits and taxes excluded.
3. Excludes painting,
4. All materials AIS compliant.

<b>Our Labor Cost</b>	<b>\$ <u>7,555.00</u></b>
<b>Our Material Cost</b>	<b>\$ <u>5,070.00</u></b>

Thank you for the opportunity to provide you with this proposal and we trust we may be of service.

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

Sincerely,

Domingo Moreno  
Piping Superintendent



**WILLIAMS  
BROTHERS  
CONSTRUCTION, INC.**

**Contractor / Subcontractor  
Proposal Breakdown Summary**

Date: 08/02/24

CMR-014

**Engineer:**  
Baxter & Woodman

**OWNER:** City of Belvidere  
**PROJECT:** 2018 Wastewater Treatment Plant Imp.  
Belvidere, IL

**WBCI Project #** 537

**I DESCRIPTION OF CHANGE:**

Credit for unused valve replacement due to unforeseen conditions.

**II SUMMARY OF DETAILED BREAKDOWN**

	Additions	Deletions	Net Total
A. MATERIAL	\$0.00	\$5,000.00	\$5,000.00
B. LABOR	\$0.00	\$5,000.00	\$5,000.00
C. EQUIPMENT	\$0.00	\$0.00	\$0.00
D. OTHER COSTS	\$0.00	\$0.00	\$0.00
1. SAFETY	(1% of LABOR) - Deletion -0-		\$0.00
2. EXPENDABLE TOOLS	(2.5% of LABOR) - Deletion -0-		\$0.00
E. NET TOTAL	(A+B+C+D1+D2)		\$10,000.00
F. OVERHEAD AND PROFIT	(E x 15%) - Deletion -0-		\$0.00
G. TOTAL WORK PERFORMED BY CONTRACTOR	(Lines E + F)		\$0.00

**III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS**

Detailed Breakdowns and summaries from each contractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
H. SUBTOTAL of all work performed by contractor's subcontractors		\$0.00
I. CONTRACTOR'S MARK-UP on work of subcontractors	(Line H x5%)	\$0.00
J. PROPOSAL	(Lines G+H+I)	(\$10,000.00)
K. BONDS	(0.5% of PROPOSAL) - Deletion -0-	\$0.00
L. BUILDER'S RISK INSURANCE	(38% of PROPOSAL) - Deletion -0-	\$0.00

**IV TOTAL PROPOSAL**

- M.** TOTAL PROPOSAL for subject CPR increase (decrease) in contract amount (\$10,000.00)
- N.** The work for this CPR will require and extension of time of \_\_\_\_\_ Calendar Days.
- O.** All costs are valid for 14 days.

**CONTRACTOR**  
(SIGNATURE).....

**Jake Williams**

**Title:** Project Manager

**Date:** 08/02/24

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 10/1/2024  
**Re:** Kishwaukee Riverfront Path Extension

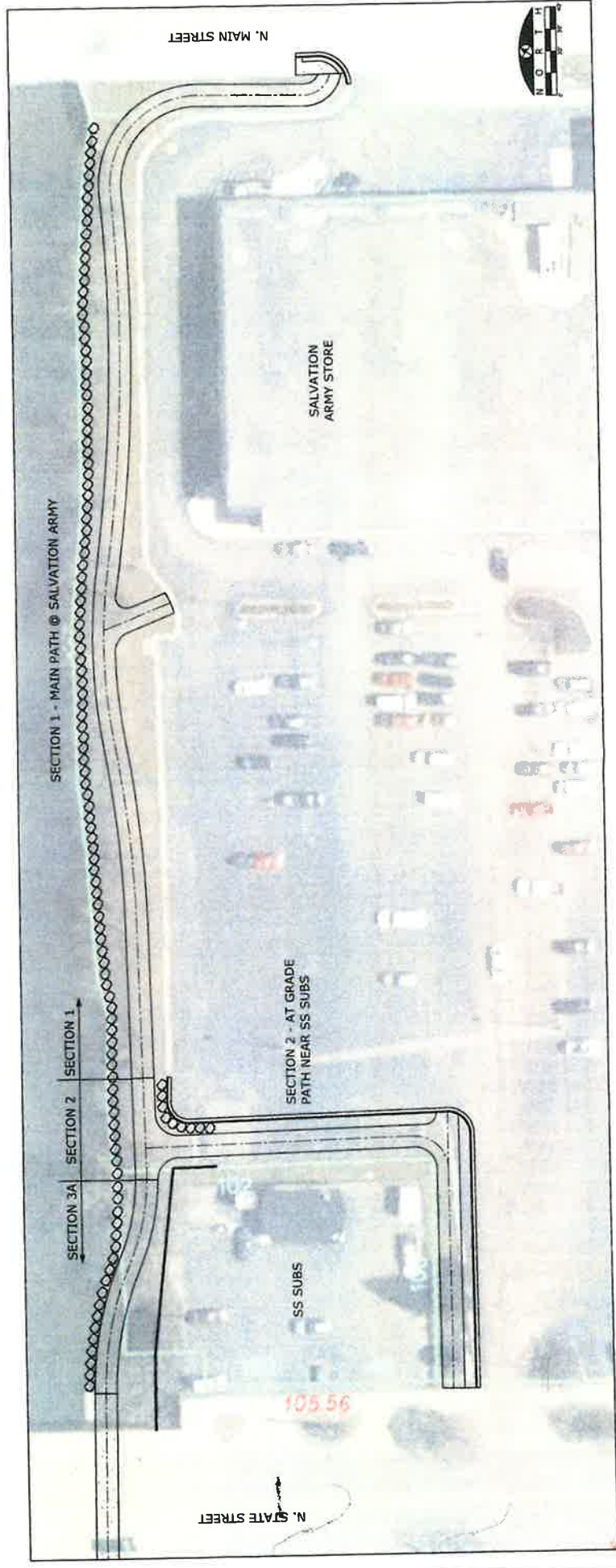
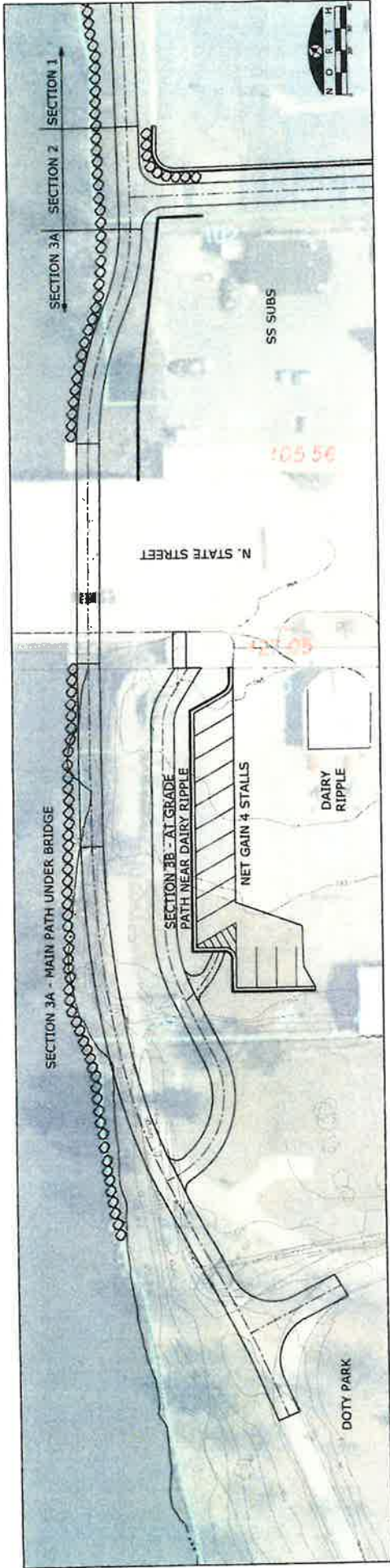
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The City has received three grants from Senator Stadelman totaling \$780,000 to complete the Kishwaukee Riverfront Path from State Street to Main Street. In addition, we have applied with the Belvidere Park District for an additional \$200,000 grant for this project. The total estimated cost of this project is \$1,100,000 and includes extending a path under the State Street bridge. The City's share of the project cost is \$120,000 and will be paid for from Capital Funds.

Attached to this memo is a proposal from ARC Design Resources, in the amount of \$96,500.00, for the engineering design of the Kishwaukee Riverfront Path Extension.

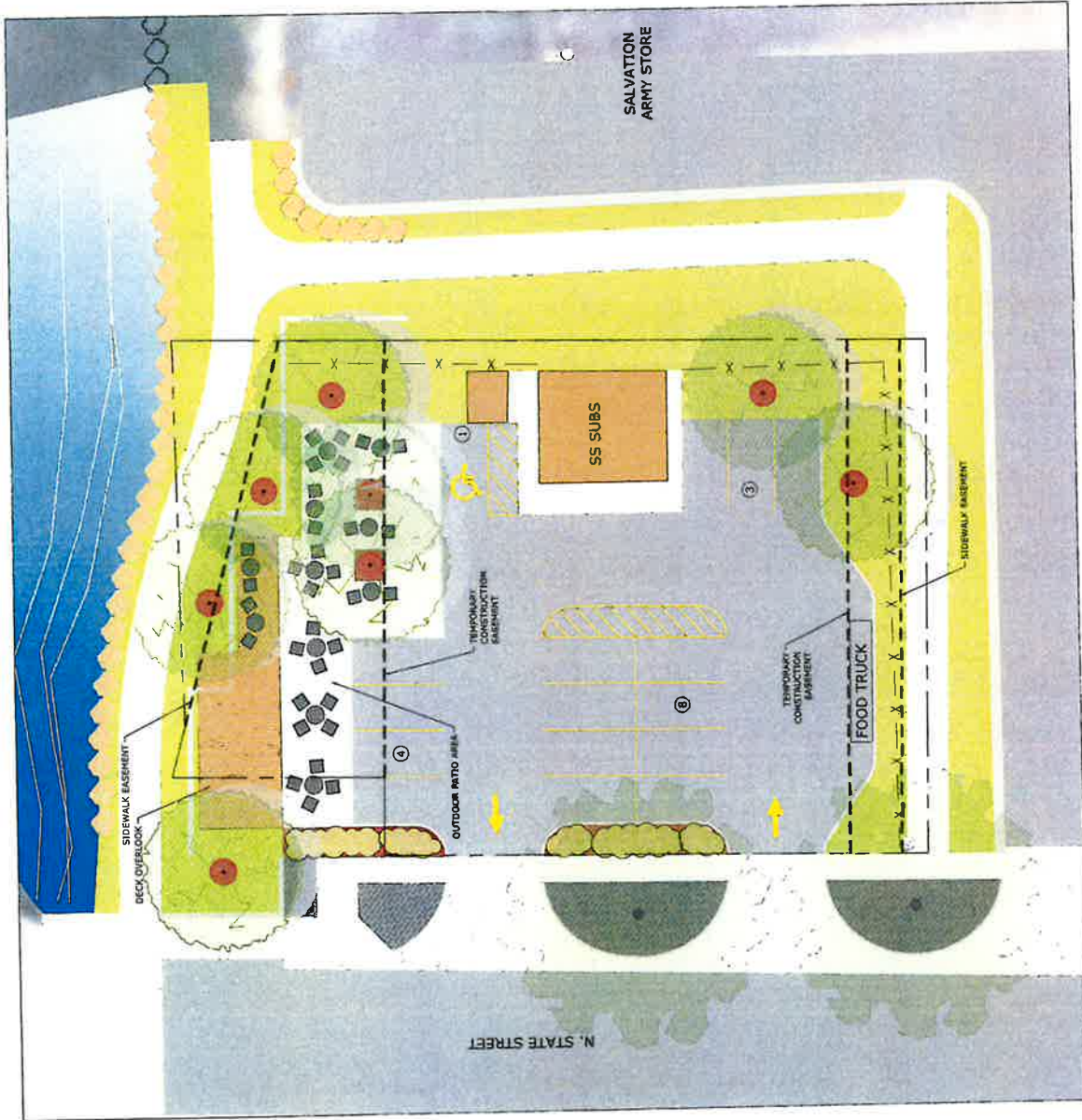
I would recommend approval of the engineering design proposal from ARC Design Resources in the amount of \$96,500.00, for the Kishwaukee Riverfront Path Extension. This work will be paid for from grant funds and capital funds.

# KISHWAUKEE RIVERFRONT PATH 2024





# SS SUBS AND KISHWAUKEE RIVERFRONT PATH 2024 DEVELOPMENT PLAN



August 28, 2024

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

**Re: Kishwaukee Riverfront Path  
Doty Park to Main Street  
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 to help the City and Park District continue the riverfront path from Doty Park to Main Street. From our early concept design assistance, we understand the general scope of the path project. We understand that the grants you have received are less onerous than recent IDOT /FHWA grants received for Municipal Lot 7, and are pleased to present the following proposal for your consideration:

**Topographic Survey**

We will obtain a current topographic survey of the path corridor per the concept plans developed. Work includes survey under the State Street bridge for the structural pier. Legal work was started prior to this proposal and is nearly complete. We will handle any easement documents outside of this contract to finalize.

**Final Design Concept**

With the survey complete, we can take a fresh look at the final design proposal and generate a final concept plan for project stakeholders to review and comment on as necessary. At this stage we will incorporate some design ideas for the under-bridge pathway. A public open house is included with this scope.

**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 other stakeholder comments. Our office will prepare the necessary plans and specifications including the following :

- Cover
- General Notes and summary of quantities
- Site overview
- Existing Conditions and Removal Plans
- Pathway plan and profile
- 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 agency review comments
- Secure DNR and Corps of Engineers approval for shoreline work, under bridge work, and permit.
- Assist with City bidding



**Structural Design (Hampton Lenzini and Renwick)**

Per your recommendation, we intend to partner with Steve Megginson of HLR, your bridge engineers. HLR will design the under bridge slab that will rest on the old existing bridge pier. HLR will also design the retaining wall adjacent to SS Sub and Dairy Ripple. HLR would act as our subconsultant. A copy of their proposal to us is attached for reference.

**Electrical Design (Ollman Ernest Martin)**

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. There scope of work includes:

- path lighting
- New service design
- Existing electric relocation
- Com Ed coordination

**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**

Based on grant paperwork approval of October 1, 2024 the following schedule would govern:

Grant Application Award	October 1, 2024
Survey	October 2024
Preliminary Design	November 2024
Corps of Engineers / DNR Permits	December 24 – March 2025
Final Design work	December 24 – March 2025
Other Permitting (not Corps)	April 2025 – May 2025
Bidding	June 2025
Contracts	July 2025
Construction	August 2025-November 2025
Final Restoration	Spring 2026

**Fee Structure for Base Scope**

\$ 10,200.00	Topographic Survey
\$ 5,300.00	Final Design Concept
\$ 33,200.00	Construction Plans and Permits
\$ 38,200.00	Structural Design (HLR)
\$ 9,000.00	Electrical Design (OEM)
\$ 600.00	Reimbursable expense allowance
<b>\$ 96,500.00</b>	<b>TOTAL</b>

**Exclusions**

1. Proposal does not include the IDOT Project Development Report (PDR) process. That task would be additional if the grant funding steers your project towards that path.
2. Soil testing, environmental studies, wetland study, or other special investigations not listed would be additional if required by the State for approval. HLR believes they can use existing bridge information for soils backup.
3. If project shifts to IDOT or FHWA review based on funding source, timeline will increase and additional paperwork will be required. We reserve the right to adjust the contract as needed if this occurs.

4. Construction Observation and Staking are currently not included. We can provide a separate proposal for this work. As of now the grant funding timeline and final scope/limits of the project are not finalized.
5. Easement or right of way documents would be additional.

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,



Jeffrey S. Linkenheld, PE  
Partner, Project Manager

## AGREEMENT FOR SERVICES

THIS AGREEMENT FOR ENGINEERING SERVICES is effective Wednesday, August 28, 2024, 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 Kishwaukee Riverfront Path.

The Scope of Services to be provided under this agreement is outlined in the Proposal attached, dated August 28, 2024. 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

City of Belvidere

401 Whitney Blvd

Address

Belvidere, IL 61008

Signature

Brent Anderson

Typed (or printed) name

Director of Public Works

Title

## General Conditions Agreement for Services

Date August 28, 2024  
Client City of Belvidere  
Project Kishwaukee Riverfront Path

### 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. §§9601 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, 2024**

Classification	Current Average Hourly Billing Rates
Administrative Assistant	\$60.00
Engineering Technician	\$100.00
Sr. Engineering Technician	\$115.00
Project Engineer	\$110.00
Sr. Project Engineer	\$130.00
Assistant Project Manager	\$145.00
Project Manager	\$175.00
Partner, Project Manager	\$205.00
Survey Technician	\$95.00
Sr. Survey Technician	\$110.00
Survey Field Technician	\$90.00
Sr. Survey Field Technician	\$110.00
Survey Project Manager	\$165.00
Construction Manager	\$115.00
Landscape Architect	\$130.00

Note: The above rates are valid until December 31, 2024.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 9/27/2024  
**Re:** Certificate of Satisfactory Completion of Kelly Farms Subdivision

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In accordance with Section 151.61(B) of the City's Subdivision Control Ordinance, I do hereby certify that all of the public improvements required for Kelly Farms Subdivision have been completed and the improvements have been inspected by this department and found to be in conformance to the approved construction plans for the subdivision.

The developer has submitted his engineer's certification, as-built construction plans and a contractor's affidavit and lien waivers for the subdivision as required by the Subdivision Control Ordinance.

I would therefore recommend that the City Council approve a resolution accepting the public improvements for Kelly Farms Subdivision.



Director of Public Works



# Memo

**To:** City Council  
**From:** Clint Morris  
**cc:**  
**Date:** October 8, 2024  
**Re:** Appointment of Erica Bluege as City Clerk to fill the vacancy created by the resignation by Sarah Turnipseed for the remainder of the term of office

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I offer my appointment, of Erica Bluege as City Clerk for the remainder of the current term of office to fill the vacancy created by Sarah Turnipseed's resignation.

**RECOMMENDED MOTION:** Motion consenting to the appointment of Erica Bluege as the City Clerk for the remainder of the current term.

# Memo

**To:** Mayor and City Council

**From:** Mike Drella

**CC:**

**Date:** 10/9/2024

**Re:** Amendment to Article IX of Chapter 98 relating to Small Cell Deployment in the right of way

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In 2018 the City of Belvidere adopted a small wireless facilities deployment code regulating the deployment of small cell facilities in the city to comply with both state and federal law. The code is based upon a model code developed by the IML.

In 2021, the State of Illinois amended their regulations. Attached are proposed amendments to the City's code to comply with current federal and state amendments including an amendment recently passed by the general assembly allowing an increase in annual rental fees owed for placement on City owned poles.

**RECOMMENDED MOTION:** Amend Article IX of Chapter 98 as set forth in the draft code presented.

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## ARTICLE IX. SMALL WIRELESS FACILITIES DEPLOYMENT

### Sec. 98-900. Purpose and scope.

- (a) *Purpose.* The purpose of this article is to establish regulations, standards and procedures for the siting and collocation of small wireless facilities on rights-of-way within the city's jurisdiction, or outside the rights-of-way on property zoned by the city exclusively for commercial or industrial use, in a manner that is consistent with the Act.
- (b) *Conflicts with other ordinances.* This article supersedes all ordinances or parts of ordinances adopted prior hereto that are in conflict herewith, to the extent of such conflict.
- (c) *Conflicts with state and federal laws.* In the event that applicable federal or state laws or regulations conflict with the requirements of this article, the wireless provider shall comply with the requirements of this article to the maximum extent possible without violating federal or state laws or regulations.

### Sec. 98-901. Definitions.

For the purposes of this article, the following terms shall have the following meanings:

*Antenna* means communications equipment that transmits or receives electromagnetic radio frequency (RF) radiation, to be operated or operating from a fixed location pursuant to Federal Communications Commission (FCC) authorization, for the provision of personal wireless service and any commingled information services. The antenna does not include an unintentional radiator, mobile station or device. ~~signals used in the provision of wireless services.~~

*Applicable codes* mean uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, including the National Electric Safety Code.

*Applicant* means any person or entity that ~~who~~ submits an application and ~~the agents, employees and contractors or such person or entity.~~ ~~is a wireless provider.~~

*Application* means a request submitted by an applicant to the city for a permit to collocate small wireless facilities ~~at a specified location~~, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.

*Collocate or collocation* means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

*Communications service* means cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.

*Communications service provider* means a cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

*FCC* means the Federal Communications Commission of the United States.

*Fee* means a one-time charge.

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*Historic district or historic landmark* means a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the City pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

*Law* means a federal or state statute, common law, code, rule, regulation, order, or local ordinance or resolution.

*Micro wireless facility* means a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

*Municipal utility pole* means a utility pole owned or operated by the City in public rights-of-way.

*Permit* means a written authorization required by the city to perform an action or initiate, continue, or complete a project.

*Person* means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.

*Public safety agency* means the functional division of the federal government, the state, a unit of local government, or a special purpose district located in whole or in part within this state, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

*Rate* means a recurring charge.

*Right-of-way* means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include city owned aerial lines.

*Small wireless facility* means a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

*Utility pole* means a pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

*Wireless facility* means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

*Wireless infrastructure provider* means any person authorized to provide telecommunications service in the state that builds or installs wireless communication transmission equipment, wireless facilities, wireless support

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structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the city.

*Wireless provider* means a wireless infrastructure provider or a wireless services provider.

*Wireless services* means any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

*Wireless services provider* means a person who provides wireless services.

*Wireless support structure* means a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility **pole**.

## **Sec. 98-902. Regulation of small wireless facilities.**

- (a) *Permitted use.* Small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in paragraph (9) regarding height exceptions or variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.
- (b) *Permit required.* An applicant shall obtain one or more permits from the city to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements:
  - (1) *Application requirements.* A wireless provider shall provide the following information to the city, together with the city's small cell facilities permit application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:
    - a. Site specific structural integrity and, for a municipal utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
    - b. The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
    - c. Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
    - d. The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
    - e. A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
    - f. Certification that the collocation complies with the collocation requirements and conditions contained herein, to the best of the applicant's knowledge.
    - g. In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the city, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.

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h. Certification by a radio engineer that a new, replacement or modified small wireless facility operates within the applicable FCC standards.

(2) *Application process.* The city shall process applications as follows:

- a. The first complete application received shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.
- b. An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the city fails to approve or deny the application within 90 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the city in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the tenth day after the receipt of the deemed approved notice by the city. The receipt of the deemed approved notice shall not preclude the city's denial of the permit request within the time limits as provided under this article.

FCC regulations provide that an application to collocate a small wireless facility using an existing structure shall be granted or denied within 60 days of submission of a completed application. Delays beyond that time limit are available only in exceptional circumstances. The City will grant or deny a submission within 60 days of submission.

- c. An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the city fails to approve or deny the application within 120 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the city in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the tenth day after the receipt of the deemed approved notice by the city. The receipt of the deemed approved notice shall not preclude the city's denial of the permit request within the time limits as provided under this article.

FCC regulations provide that an application to collocate a small wireless facility using a new structure shall be granted or denied within 90 days of submission of a completed application. Delays beyond that time limit are available only in exceptional circumstances. The city will grant or deny the submission within 90 days of submission.

- d. The city shall deny an application which does not meet the requirements of this article.

If the city determines that applicable codes, ordinances or regulations that concern public safety, or the collocation requirements and conditions contained herein require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider.

The city shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the city denies an application.

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The applicant may cure the deficiencies identified by the city and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The city shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require the applicant to submit a new application with applicable fees, and recommencement of the city's review period.

The applicant must notify the city in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- e. Pole attachment agreement. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the city and the applicant shall enter into a Master Pole Attachment Agreement, provided by the city for the initial collocation on a municipal utility pole by the application. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the city and the applicant shall enter into a license supplement of the Master Pole Attachment Agreement.

- (3) *Completeness of application.* Within ~~10~~ 30 days after receiving an application, the city shall determine whether the application is complete and notify the applicant. If an application is incomplete, the city must specifically identify the missing information. An application shall be deemed complete if the city fails to provide notification to the applicant within ~~10~~ 30 days after all documents, information and fees specifically enumerated in the city's permit application form are submitted by the applicant to the city. FCC regulation allows 10 days for determination of completion, and that 10-day time frame replaces the 30-day period provided in the state Act.

Processing deadlines are tolled from the time the city sends the notice of incompleteness to the time the applicant provides the missing information.

- (4) *Tolling.* The time period for applications may be further tolled by:
  - a. An express written agreement by both the applicant and the city; or
  - b. A local, state or federal disaster declaration or similar emergency that causes the delay.
- (5) *Consolidated applications.* An applicant seeking to collocate small wireless facilities within the jurisdiction of the city shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the City may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The city may issue separate permits for each collocation that is approved in a consolidated application.

- (6) *Duration of permits.* The duration of a permit shall be for a period of not less than five years, and the permit shall be renewed for equivalent durations unless the city makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable city codes or any provision, condition or requirement contained in this article.

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If the Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable city code provisions or regulations in effect at the time of renewal.

- (7) *Means of submitting applications.* Applicants shall submit applications, supporting information and notices to the city by personal delivery at the city's designated place of business, by regular mail postmarked on the date due or by any other commonly used means, including electronic mail.

(c) *Collocation requirements and conditions.*

- (1) *Public safety space reservation.* The city may reserve space on municipal utility poles for future public safety uses, for the city's electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the city reasonably determines that the municipal utility pole cannot accommodate both uses.
- (2) *Installation and maintenance.* The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this article. The wireless provider shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
- (3) *No interference with public safety communication frequencies.* The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

The city may terminate a permit for a small wireless facility based on such interference if the wireless provider is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

- (4) The wireless provider shall not collocate small wireless facilities on city utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the city utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.

For purposes of this subparagraph, the terms "communications space," "communication worker safety zone," and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

- (5) The wireless provider shall comply with all applicable codes, including acoustic regulations, and local code provisions or regulations that concern public safety.
- (6) The wireless provider shall comply with written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment and aesthetic requirements that are set



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forth in a city ordinance, written policy adopted by the city, a comprehensive plan or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.

- (7) *Alternate placements.* Except as provided in this collocation requirements and conditions section, a wireless provider shall not be required to **collocate** ~~collocation~~ small wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, the city may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within **200** ~~100~~-feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the city, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

- (8) *Height limitations.* The maximum height of a small wireless facility shall be no more than ten feet above the utility pole or wireless support structure on which the small wireless facility is collocated. New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:
- a. Ten feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the city, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the city, provided the city may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or
  - b. **Fifty** ~~Forty-five~~ feet above ground level. **The 50-foot limit provided by the FCC regulation replaces the limit of 45 feet under the Act.**
- (9) *Height exceptions or variances.* If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a variance in conformance with procedures, terms and conditions set forth in Article 9 of Chapter 150 of the City of Belvidere Municipal Code.
- (10) *Contractual design requirements.* The wireless provider shall comply with requirements that are imposed by a contract between the city and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- (11) *Ground-mounted equipment spacing.* The wireless provider shall comply with applicable spacing requirements in applicable codes and ordinances concerning the location of ground-mounted equipment located in the right-of-way if the requirements include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.
- (12) *Undergrounding regulations.* The wireless provider shall comply with local code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval if the requirements include a waiver, zoning or other process that addresses requests to install such new utility poles or modify such existing utility poles and do not prohibit the replacement of utility poles.

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- (13) *Collocation completion deadline.* Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the city and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the city grants an extension in writing to the applicant.
- (d) *Application fees.* Application fees are imposed as follows:
- (1) Applicant shall pay an application fee of \$650.00 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure, and \$350.00 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures. The fees established by this Article are equal to the limit imposed by the Act and represent a reasonable approximation of the city's objectively reasonable costs. The city shall regularly review the fees imposed and may adjust the fees by further amendment to this article. The safe harbor rate established by the FCC of \$500 for up to five wireless facilities and \$100 for each additional facility in a consolidated application may be exceeded only if justified based on the city's reasonable approximation of its costs.
  - (2) Applicant shall pay an application fee of \$1,000.00 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
  - (3) Notwithstanding any contrary provision of state law or local ordinance, applications pursuant to this section shall be accompanied by the required application fee. Application fees shall be non-refundable.
  - (4) The city shall not require an application, approval or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:
    - a. Routine maintenance;
    - b. The replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the city at least ten days prior to the planned replacement and includes equipment specifications and certifications for the replacement of equipment consistent with ~~subsection d. under~~ the section titled application requirements; or
    - c. The installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.
  - (5) Wireless providers shall secure a permit from the city to work within rights-of-way for activities that affect traffic patterns or require lane closures.
- (e) *Exceptions to applicability.* Nothing in this article authorizes a person to collocate small wireless facilities on:
- (1) Property owned by a private party or property owned or controlled by the city or another unit of local government that is not located within rights-of-way, or a privately owned utility pole or wireless support structure without the consent of the property owner;
  - (2) Property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or

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- (3) Property owned by a rail carrier registered under section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Illinois Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this article do not apply to an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Illinois Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in Section 3-105 of the Illinois Public Utilities Act. Nothing in this article shall be construed to relieve any person from any requirement (a) to obtain a franchise or a state-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this article.

- (f) Pre-existing agreements. Existing agreements between the city and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on city utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the city's utility poles pursuant to applications submitted to the city before June 1, 2018, subject to applicable termination provisions contained therein. Agreements entered into after June 1, 2018, shall comply with this Article.

A wireless provider that has an existing agreement with the city on the effective date of the Act may accept the rates, fees and terms that the city makes available under this Article for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are subject of an application submitted two or more years after the effective date of the Act by notifying the city that it opts to accept such rates, fees and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the city's utility poles pursuant to applications submitted to the city before the wireless provider provides such notice and exercises its option under this paragraph.

- (g) ~~(f)~~ Annual recurring rate. A wireless provider shall pay to the city an annual recurring rate to collocate a small wireless facility on a city utility pole located in a right-of-way that equals: (i) ~~\$200.00~~ \$270.00 per year or (ii) the actual, direct and reasonable costs related to the wireless provider's use of space on the city utility pole.

If the city has not billed the wireless provider actual and directs costs, the fee shall be ~~The \$200.00~~ \$270.00 fee shall be payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

- (h) ~~(g)~~ Abandonment. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the city notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the city to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the city may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

A wireless provider shall provide written notice to the city clerk if it sells or transfers small wireless facilities within the jurisdiction of the city. Such notice shall include the name and contact information of the new wireless provider.

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### **Sec. 98-903. Dispute resolution.**

The Circuit Court of 17<sup>th</sup> Judicial Circuit, Boone County Illinois shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on municipal utility poles within the rights-of-way, the city shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

### **Sec. 98-904. Indemnification.**

A wireless provider shall ~~shall~~ indemnify and hold the city, its officers, officials and employees harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the city improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this article and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the city or its employees or agents. A wireless provider shall further waive any claims that they may have against the city with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

### **Sec. 98-905. Insurance.**

The wireless provider shall carry, at the wireless provider's own cost and expense, the following insurance:

- (1) Property insurance for its property's replacement cost against all risks;
- (2) Workers' compensation insurance, as required by law; or
- (3) Commercial general liability insurance with respect to its activities on the city improvements or rights-of-way to afford minimum protection limits consistent with its requirements of other users of city improvements or rights-of-way, including coverage for bodily injury and property damage.

The wireless provider shall include the city as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the city in a commercial general liability policy prior to the collocation of any wireless facility.

A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the city. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this section. A wireless provider that elects to self-insure shall provide to the city evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the city.

# Memo

**To:** Mayor and City Council

**From:** Mike Drella

**CC:**

**Date:** 10/7/2024

**Re:** Amendment to Section 43-43, Nepotism Prohibited, of the Belvidere Municipal Code

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Attached is a proposed amendment to Section 43-43 of the City's Code. A strict reading of the existing Section 43-43 creates difficulties in managing larger City departments. For example, it essentially prohibits one employee from rising to the rank of department head or assistant department head if another family member is employed in the same department. It also limits the City's pool of potential new hires as children or grandchildren decide to seek a career with the City.

The proposed amendment preserves the original intent of the Section and still prohibits a family member from directly supervising another member. It also still prohibits a family member from taking part in hiring, promotion or discipline of a family member. However, it would now permit an employee to supervise another division of a department separate from one in which a family member is also employed. It would also create the possibility of an employee rising to the rank of department head or assistant department head even if there were a family member working in the department, so long as there were other intervening supervisors. The amendment also defines a "family member" for purposes of the ordinance as it was not defined previously.

**RECOMMENDED MOTION:** Motion to amend Section 43-43 as set forth in the memo dated October 7, 2024. This will come back in ordinance form.

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**Sec. 43-43. Nepotism prohibited.**

(a) No officer or employee of the city or a city agency shall advocate, recommend or cause the:

- (1) Employment;
- (2) Appointment;
- (3) Promotion;
- (4) Transfer; or
- (5) Advancement

of a family member to an office or position of employment with the city or a city agency.

(b) No officer or employee of the city or a city agency shall directly supervise or manage the work of a family member. The term directly supervise means day to day direct supervision of the employee with no intervening layer of supervisory personnel.

(c) No officer or employee shall participate in any action relating to the employment or discipline of a family member, except that this prohibition shall not prevent an elected or appointed official from voting on or participating in the development of a budget which includes compensation for a family member, provided that the family member is included only as a member of a class of persons or a group, and the family member benefits to no greater extent than any other similarly situated member of the class or group.

(d) ~~The prohibitions in this section shall not apply to any relationship or situation that would violate the prohibition, but which existed prior to the effective date of this chapter. For purposes of this Section 43-43, family member means the: spouse, civil union partner, child, sibling, parent, uncle, aunt, nephew, niece, grandparent, grandson, or granddaughter.~~

(Ord. No. 289G, § 1, 5-17-99)



**BELVIDERE**  
***POLICE***

*Daniel Smaha*  
***Deputy Chief—Investigations***

*Shane Woody*  
***Chief of Police***

*David Bird*  
***Deputy Chief—Patrol***

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**TO: Mayor Morris and City Council**

**FROM: Chief Shane Woody**

**DATE: October 14, 2024**

**RE: Motion to Accept Donation**

Please be advised that the Belvidere Police Department has received a \$50.00 donation from the Asa Cottrell Chapter, Daughters of the American Revolution.

**Motion: To accept the donation of \$50.00, check #1344, from the Asa Cottrell Chapter, Daughters of the American Revolution.**