



City Council  
**COMMITTEE OF THE WHOLE**  
*City of Belvidere, Illinois*

Alderman Sheryl Prather	Chairman Building
Alderman Natalie Mulhall	Vice-Chairman Building
Alderman Ric Brereton	Chairman Finance and Personnel
Alderman Wendy Frank	Vice -Chairman Finance and Personnel
Alderman Tom Porter	Chairman Planning & Zoning
Alderman Mike McGee	Vice-Chairman Planning & Zoning
Alderman Clayton Stevens	Chairman Public Safety
Alderman Matthew Fleury	Vice-Chairman Public Safety
Alderman Marsha Freeman	Chairman Public Works
Alderman Daniel Snow	Vice-Chairman Public Works

**AGENDA**

September 27, 2021  
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:

- (A) Recognition of Officer Anthony Jones completing probation.
- (B) Presentation of AAIM awards to Officer(s) Korn and Garcia.
- (C) Proclamation for National Voter Registration Day.

1. Public Safety, Unfinished Business: None.

2. Public Safety, New Business:
  - (A) Police Department – Update.
  - (B) Fire Department – Update.
3. Finance & Personnel, Unfinished Business: None.
4. Finance & Personnel, New Business:
  - (A) Gallagher 2022 Insurance Renewal.
  - (B) Finance Department – Update.
  - (C) American Rescue Plan Act Funds.
5. Other:
  - (A) Belvidere Area Chamber Commerce – Street Closure.
  - (B) Appointment of Daniel L. Druckrey to the Planning and Zoning Commission.
  - (C) Northern Illinois Council of Governments – Membership.
  - (D) Resolution 2021-17 – A Resolution Urging the State of Illinois to Provide Appropriate Incentives for Stellantis NV and Electric Vehicle Manufacturing.
  - (E) Public Works – Logan Avenue Rehabilitation Project – Construction Services.
  - (F) Public Works – 6<sup>th</sup> Street Low Flow Channel- Natural Bottom Option.
  - (G) Public Works – Florence Court Water & Sewer.
6. Adjournment:



## Proclamation

WHEREAS, In the United States, voting is both a right and responsibility of citizenship, and;

WHEREAS, Registering to vote is the FIRST step in letting our voices be heard, and;

WHEREAS, The League of Women Voters of Greater Rockford is a nonpartisan organization and will provide a registration application to anyone who requests one—regardless of party or candidate preference, or any other factors, and;

WHEREAS, Registering to vote can help ensure voices are heard at the ballot box, and;

WHEREAS, The League of Women Voters of Greater Rockford is dedicated to enabling citizens to vote by providing opportunities for voter registration, and;

WHEREAS, The League of Women Voters of Greater Rockford will set up Voter Registration at the Ida Public Library where individuals can register to vote on National Voter Registration Day, September 28, 2021.

NOW, THEREFORE, I, Clinton Morris, serving as Mayor of Belvidere, so do proclaim, September 28, 2021 as

### “Voter Registration Day”

In Belvidere, Illinois and recognize the League Of Women Voters Of Greater Rockford for 99 years of service defending democracy in Belvidere, Illinois.

Clinton Morris, Mayor  
City of Belvidere





**Gallagher**

Insurance | Risk Management | Consulting

# 2022 Renewal Presentation

Prepared for

**City of Belvidere**

Presented by

Tim Knauf, Area Sr. Vice President

**IMPORTANT:** This proposal (analyses, report, etc.) is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal (analyses, report, etc.) is not a contract and offers no contractual obligation on behalf of Gallagher. This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.



**Gallagher**

Insurance | Risk Management | Consulting

# City of Belvidere

## 2022 Medical Market Study

	Results	Comments
Blue Cross Blue Shield	Current Carrier	Currently on a 2 year rate guarantee

# City of Belvidere

## Major Medical Plan Analysis

January 1, 2022 Renewal



**Gallagher**

Insurance | Risk Management | Consulting

ER Contrib to EE:		88%						
Waiting Period: 31st Day								
		<b>Current</b>		<b>Renewal</b>				
		Blue Cross Blue Shield - Grandfathered		Blue Cross Blue Shield - Grandfathered				
		BluePrint PPO BPPE2313	BlueEdge H.S.A. BPAP1V0520	BluePrint PPO BPPE2313	BlueEdge H.S.A. BPAP1V0520			
		\$3,500 90/70	\$1,400 100/80	\$3,500 90/70	\$1,400 100/80			
Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network		
<b>Office Visits</b>								
OV - Primary/Spec	\$10/\$30	Ded+30%	Deduct	Ded+20%	Deduct	Ded+20%		
Urgent Care	Ded+10%	Ded+30%	Deduct	Ded+20%	Deduct	Ded+20%		
<b>Deductible</b>								
Individual	\$3,500	\$7,000	\$1,400	\$1,400	\$3,500	\$7,000		
Family	\$10,500	\$21,000	\$2,800	\$2,800	\$10,500	\$21,000		
<b>Coinsurance</b>								
Individual	90%	70%	100%	80%	90%	70%		
<b>OPX Max (Including Ded)</b>								
Individual Med OPX	\$4,500	\$9,000	\$2,400	\$2,400	\$4,500	\$9,000		
Family Med OPX	\$13,500	\$27,000	\$4,800	\$4,800	\$13,500	\$27,000		
Rx OPX (Indiv/Fam)	Unlimited	Unlimited	Included	Included	Unlimited	Unlimited		
<b>Hospital Services</b>								
Inpatient Hospital Admission	Ded+10%	\$300+Ded+30%	Deduct	\$300+Ded+20%	Ded+10%	\$300+Ded+30%		
Outpatient Surgery	Ded+10%	Ded+30%	Deduct	Ded+20%	Ded+10%	Ded+30%		
Emergency Room	\$150	\$150	Ded+10%	Ded+10%	\$150	\$150		
<b>Prescription Drugs</b>								
Separate Rx Deductible	\$0	NA	Plan Ded	NA	\$0	NA		
Tier 1/Tier 2/Tier 3/Specialty	\$15/\$30/\$50	See SPD	Ded+20%	See SPD	\$15/\$30/\$50	See SPD		
90 Day Mail Order Available (Y/N)	2x's	NA	Ded+20%	NA	2x's	NA		
<b>Network Name</b>	BCBS PPO	NA	BCBS PPO	NA	BCBS PPO	NA		
<b>Hospitals or Web Address</b>		<a href="http://www.bcbsil.com">www.bcbsil.com</a>		<a href="http://www.bcbsil.com">www.bcbsil.com</a>		<a href="http://www.bcbsil.com">www.bcbsil.com</a>		
<b>Rates</b>		<b>PPO</b>		<b>H.S.A.</b>		<b>PPO</b>		<b>H.S.A.</b>
EE	52	\$661.33	0	\$730.19	52	\$661.33	0	\$730.19
EESP	10	\$1,354.42	0	\$1,495.47	10	\$1,354.42	0	\$1,495.47
EECH	5	\$1,461.14	0	\$1,613.30	5	\$1,461.14	0	\$1,613.30
FAM	45	\$2,154.23	0	\$2,378.57	45	\$2,154.23	0	\$2,378.57
Medicare Single	1	\$410.92	0	\$453.71	1	\$410.92	0	\$453.71
Monthly Admin Fee		\$0.00		\$0.00		\$0.00		\$0.00
<b>Estimated Monthly Premium</b>		\$152,590.33		\$0.00		\$152,590.33		\$0.00
<b>Estimated Annual Premium</b>		\$1,831,083.96		\$0.00		\$1,831,083.96		\$0.00
<b>Percentage Change From Current</b>								

Rates are not final until approved by insurance carrier. Illustration is for comparative purposes only. Please see carrier brochure/certificate for exact coverage.

The information contained herein is subject to the disclosures and disclaimers on the final page of this presentation.

Accepted Opt. \_\_\_\_\_ Client Signature \_\_\_\_\_

Date \_\_\_\_\_

GBS Auth Agent \_\_\_\_\_

Date \_\_\_\_\_



**Gallagher**

Insurance | Risk Management | Consulting

# City of Belvidere

## 2022 Dental Market Study

	Dental	Comments
Envision	Current Carrier	

fb 9/7/21

# City of Belvidere

## Dental Plan Analysis

January 1, 2022 Renewal



**Gallagher**

Insurance | Risk Management | Consulting

	<b>Current</b>		<b>Renewal</b>	
	Envision		Envision	
	ASO Dental Plan	ASO Dental Plan	ASO Dental Plan	ASO Dental Plan
	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>ER Contrib to EE:</b> Tied to Medical				
<b>Waiting Period:</b> First of the month following 30 days				
<b>Annual Deductible</b>				
Single/Family	\$50/\$150		\$50/\$150	
Annual Plan Max.	\$1,500		\$1,500	
<b>Includes Rollover/Carryover?</b>	No		No	
<b>Benefits</b>				
Type I - Prev. & Diagnostic	80%		80%	
Deductible Waived (Yes/No)	Yes		Yes	
Type II - Basic Service	80%		80%	
Type III - Major Services	80%		80%	
Type IV - Orthodontic Services	50%		50%	
Orthodontia Lifetime Max	\$1,500		\$1,500	
Orthodontia Age Limit	Child & Adult		Child & Adult	
<b>Perio &amp; Endo Benefits</b>				
Perio - Non-Surg/Surg	80%		80%	
Endo - Non-Surg/Surg	80%		80%	
<b>Waiting Periods</b>	NA		NA	
<b>Other Features</b>				
U & C				
Min. Participation Req.	Negotiated Fee		Negotiated Fee	
Network Name	Current		Current	
Network Website	Cigna Network		Cigna Network	
Rate Guarantee	<a href="http://www.cigna.com">www.cigna.com</a>		<a href="http://www.cigna.com">www.cigna.com</a>	
	1 Year		1 Year	
<b>Rates</b>				
EE	52	Admin. Fee PEPM	52	Admin. Fee PEPM
EESP	10	\$2.50	10	\$2.50
EECH	5	Annualized Claims ^	5	Annualized Claims ^
FAM	45	\$113,332.78	45	\$113,332.78
Total Enrolled	112		112	
<b>Estimated Monthly Premium</b>		\$9,724.40		\$9,724.40
<b>Estimated Annual Premium</b>		\$116,692.78		\$116,692.78
<b>Percentage Change From Current</b>				0%

Rates are not final until approved by insurance carrier. Illustration is for comparative purposes only. Please see carrier brochure/certificate for exact coverage.

tb 9/7/21 pg 2

The information contained herein is subject to the disclosures and disclaimers on the final page of this presentation.

Accepted Oct \_\_\_\_\_ Client Signature \_\_\_\_\_ Date \_\_\_\_\_ GBS Auth Agent \_\_\_\_\_ Date \_\_\_\_\_



# Gallagher Benefit Services Disclaimers



Insurance | Risk Management | Consulting

## Coverage

This proposal (analyses, report, etc.) is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal (analyses, report, etc.) is not a contract and offers no contractual obligation on behalf of GBS.

## Renewal/Financial

This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.

## Legal

The intent of this analysis [report, letter, etc.] is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits environment. It should not be construed as, nor is it intended to provide, legal advice. Laws may be complex and subject to change. This information is based on current interpretation of the law and is not guaranteed. Questions regarding specific issues should be addressed by legal counsel who specializes in this practice area.

# City of Belvidere

March 1 and May 1, 2021 Renewals

## Compensation - Medical Carriers

	Base Commission Level	Supplemental Compensation	Solvency Rating
Blue Cross Blue Shield of IL	Graded 8%	\$0 - \$75 PEPY new, \$0 - \$150 PEPY renewal	

## Compensation - Dental/HRA Carriers

	Base Commission Level	Supplemental Compensation	Solvency Rating
Envision Healthcare	0%	None	

## Solvency & Compensation - Life & Disability Carriers

	Base Commission Level	Supplemental Compensation	Solvency Rating
UNUM Insurance	Critical Illness & Accident Flat 15% Life Flat 10%, Vol Life Flat 15%	(Indiv & Group VB) 0% to 6% (Group Products) 0% - 2.5% new, 0% - 1.25% renewal	A- A-

## Compensation - Vision Carriers

	Base Commission Level	Supplemental Compensation	Solvency Rating
Vision Service Plan	Flat 10%	None	

For all medical, HMO, stop loss, dental, vision and EAP carriers:

While Gallagher does not guarantee the financial viability of any health insurance carrier or market, it is an area we recommend that clients closely scrutinize when selecting a health insurance carrier. There are a number of rating agencies that can be referred to including, A.M. Best, Fitch, Moody's, Standard & Poor's, and Weiss Ratings (The Street.com). Generally, agencies that provide ratings of Health Insurers, including traditional insurance companies and other managed care organizations, reflect their opinion based on a comprehensive quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. However, these ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations.



## MEMORANDUM

To: City Council

cc: Mayor Clinton Morris

From: Shannon Hansen, Budget & Finance Officer

Date: September 22, 2021

Re: American Rescue Plan Act Funds

As part of the American Rescue Plan Act, the City of Belvidere will be receiving an allocation from the U.S. Treasury's Coronavirus Local Fiscal Recovery Fund in the amount of \$3,418,045.26, payable one-half in FY22 and one-half in FY23. Eligible uses of grant funds include:

- Supporting public health responses;
- Replacing public sector revenue loss;
- Water and sewer infrastructure;
- Addressing negative economic impacts;
- Premium pay for essential workers; and
- Broadband infrastructure.

The first installment of \$1,709,022.62 was released on September 20 and should be received shortly. In cooperation with the City's various departments, identifying eligible projects will occur over the next couple of weeks.

I recommend making a motion to accept American Rescue Plan Act Funds in the amount of \$3,418,045.26.

Thank you.



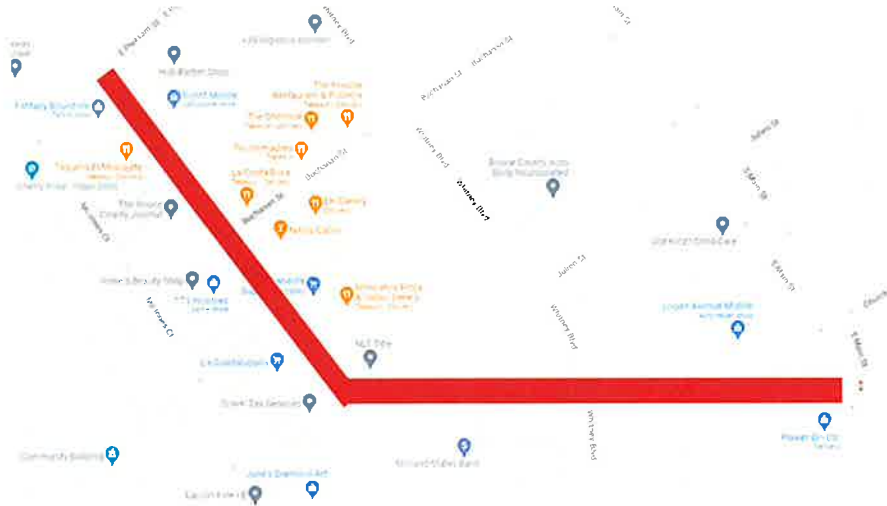
September 22, 2021

Belvidere Area Chamber of Commerce  
404 S State Street  
Belvidere, IL 61008  
(815) 544-4357

To whom it may concern,

We are writing this correspondence to request temporary street closure for an upcoming event. Wednesday October 27<sup>th</sup>, from 4-7 PM we are holding a Downtown Business Trick or Treat event and already have over 50 Belvidere Businesses signed up to participate. The purpose of this event is to bring customer traffic to downtown businesses while also offering a fun event to Belvidere citizens. The request for temporary closure is to ensure the safety of the pedestrians participating in this event.

Our request is to temporarily close State St. between Pleasant St and Logan Ave., as well as Logan Ave between State St. and Main St. (please see the image below) on Wednesday, October 27<sup>th</sup>, 2021 between 3 PM and 7:30 PM.



Thank you for your consideration of this matter.

Respectfully,

Amy Grafton, Executive Director

Lee Revels, Director of Marketing and Member Support

# Memo

**To:** Aldermen and City Clerk

**From:** Mayor Clinton Morris

**cc:** City Attorney

**Date:** September 15, 2021

**Re:** Appointment of Daniel L. Druckrey to the Planning and Zoning Commission

---

I am offering my appointment of Daniel L. Druckrey to the vacant seat of the Planning and Zoning Commission created when alderperson Mulhall was sworn in as an alderperson. The appointment is for the unexpired term ending April 30, 2026.

**RECOMMENDED MOTION:** Motion to consent to the appointment of Daniel L. Druckrey to the Planning and Zoning Commission filling the unexpired term of Natalie Mulhall through April 30, 2026.

Daniel L. Druckrey  
519 W. 10<sup>th</sup> St  
Belvidere, IL 61008

**PRESENT**

Retired since 2017

**EXPERIENCE**

1996-2017

Custodian at Belvidere School District 100

1977-1996

Field Service Representative for Associated Milk Producers. Helping farmer members produce high quality milk and maintaining their Grade A status. AMPI was acquired by Foremost Farms in 1995 at which time they downsized their sales force and I was let go.

1973-1976

United States Air Force 1<sup>st</sup> Lieutenant

**EDUCATION**

1973

University of Wisconsin-Superior  
BS Degree in Social Sciences

1970

Waldorf Junior College, Forest City, Iowa  
Associate Degree

# Memo

**To:** Mayor and City Council  
**From:** Mike Drella  
**cc:**  
**Date:** September 22, 2021  
**Re:** NORTHCOG

---

Recently, the Mayor and Mike Dunn briefed the Council regarding the new organization known as NORTHCOG which is a cooperative of local governmental entities as a 501(C) organization. This will allow the agency to both act as an advocate for the member municipalities in Springfield and Washington but also allow for greater collaboration of projects to achieve economies of scale. NORTHCOG has been incorporated under the laws of the State of Illinois and has a set of bylaws by which it operates.

The Administration recommends that the City formally join NORTHCOG with the Mayor to serve on its Board of Directors. The bylaws are attached for reference purposes only. They are not an agreement and the City Council does not need to approve them. Rather, the City Council will need to approve the City joining NORTHCOG at which time, the Mayor, as a member of the Board of Directors will be asked to vote on the bylaws. Please note that the initial annual budgeted amount for the City's contribution is \$5,000.00

**RECOMMENDED MOTION:** Motion authorizing the City of Belvidere to join the Northern Illinois Council of Governments (NORTHCOG) with an initial contribution of \$5,000.00 for FY22; the Mayor, or his designee, to serve as a Director of NORTHCOG and for the Mayor to execute any and all documents necessary to effectuate membership in NORTHCOG.

# NorthCOG

## Northern Illinois Council of Governments

*Boone County, City of Belvidere, City of Loves Park, City of Rockford, City of South Beloit,  
Region 1 Planning Council, Village of Machesney Park, Winnebago County*

### RESOLUTION NO. 2021-01

---

#### A RESOLUTION APPROVING BYLAWS FOR NORTHERN ILLINOIS COUNCIL OF GOVERNMENTS

---

**WHEREAS**, Northern Illinois Council of Governments (“NorthCOG”) is an Illinois not-for-profit corporation organized pursuant to 805 ILCS 105/101.01 et seq., General Not-for-Profit Corporation Act of 1986;

**WHEREAS**, NorthCOG exists to allow local governments to enter into multi-jurisdictional partnerships, joint procurements and other joint ventures to reduce the costs of legacy government operations;

**WHEREAS**, NorthCOG exists to develop and represent unity among local governmental bodies for shared legislative priorities;

**WHEREAS**, local governments in Northern Illinois share concern about various legislative issues and issues that are Regional in nature, which can be solved effectively by local governments acting in concert;

**WHEREAS**, sharing solutions to regional challenges that face one or more local government(s) among the community of local governments in the Region will benefit to the Region as a whole;

**WHEREAS**, there is demand in the Region for a forum for the cooperative development of consensus action on public policy issues involving the Region, which will be possible only as a result of the successful coordination of the policies and activities which are vital to the solution of Regional problems; and

**WHEREAS**, NorthCOG wishes to be guided by a uniform set of rules for governance and operation.

**NOW, THEREFORE, BE IT RESOLVED**, that the proposed Bylaws of the Northern Illinois Council of Governments, a copy of which is hereto attached and made integral and continuing part of this resolution, be accepted and approved.

**Chairman:** \_\_\_\_\_

**Vice Chair:** \_\_\_\_\_

**BE IT FURTHER RESOLVED**, that these Bylaws shall be in full force and effect immediately.

We hereby certify that the foregoing Bylaws have been adopted by a majority of the NorthCOG Board of Directors on this day of August 23, 2021.

---

Attest

1



*[SIGNATURE PAGE TO RESOLUTION OF DIRECTORS OF NORTHERN ILLINOIS COUNCIL OF GOVERNMENTS]*

Effective the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Director

\_\_\_\_\_  
Name: \_\_\_\_\_  
Director

\_\_\_\_\_  
Name: \_\_\_\_\_  
Director

\_\_\_\_\_  
Name: \_\_\_\_\_  
Director

\_\_\_\_\_  
Name: \_\_\_\_\_  
Director

\_\_\_\_\_  
Name: \_\_\_\_\_  
Director

\_\_\_\_\_  
Name: \_\_\_\_\_  
Director

\_\_\_\_\_  
Name: \_\_\_\_\_  
Director

**BEING ALL THE DIRECTORS OF NORTHERN ILLINOIS COUNCIL OF GOVERNMENTS**



# Northern Illinois Council of Governments Bylaws

## ARTICLE 1. INCORPORATION

**Section 1.00. Name.** The name of the corporation is Northern Illinois Council of Governments, NorthCOG and it shall be known by its trade name "NorthCOG."

**Section 1.01. Institution.** NorthCOG was formed as of December 13, 2018, as an Illinois not-for-profit corporation organized pursuant to 805 ILCS 105/101.01 *et seq.*, General Not-for-Profit Corporation Act of 1986 (the "Act") and is established pursuant to the authority set forth in the Act.

**Section 1.02. Principal Office.** The principal office of the corporation shall at all times be the principal office of Region 1 Planning Council ("RPC").

## ARTICLE 2. PURPOSE

**Section 2.00. Mission.** The mission of NorthCOG is to develop and represent unity among local governmental bodies for shared legislative priorities and to participate in joint ventures as a means to overcome regional challenges and reduce the legacy costs of local government operations. NorthCOG is an organization through which individual counties, municipalities and other local governmental bodies can coordinate their efforts.

**Section 2.01. Limitations.** NorthCOG is not a unit of government nor does it seek to become one. NorthCOG shall consider only those problems which are Regional in nature and which can be solved effectively by the local governments acting in concert. NorthCOG is not a group which shall service special interests and will not engage in activities which do not comply with these Bylaws and align with the strategic direction and legislative agenda as established by the Board.

**Section 2.02. Guiding Principles.** NorthCOG initiatives and its representatives will be guided by the following principles:

1. County and city governing bodies are now and should continue to be the primary policy makers in local government.
2. The well-being of the Region, its citizens, its business enterprises, and its institutions, now and in the future, is dependent upon an orderly development of the entire Region. Therefore, shared solutions to issues in one or more local government(s) among the community of local governments in the Region will bring benefit to the Region as a whole.
3. Regional issues are most effectively and expeditiously addressed through active collaboration by local elected officials organized into a Regional voluntary forum dedicated to the solution of such problems.

## ARTICLE 3. FUNCTION

**Section 3.00. Function.** NorthCOG shall operate within the parameters of its designated not-for-profit corporate status as defined by the Act, as amended. NorthCOG shall serve as an instrument of its member counties and municipalities. Its functions shall be to facilitate the convening and agreement of its Member Entities in the development and improvement of local government, to reduce the cost of legacy government operations, promote efficient government administration and service provision, support enhanced state and federal investment in the region, foster regional unity and cooperation among its Member Entities, and to advocate for the advancement of long-term regional planning priorities set by the RPC Board.



In furtherance of its corporate purpose, the functions of NorthCOG are:

1. To furnish a forum for government entities to discuss and resolve Regional issues of mutual concern.
2. To furnish a vehicle through which Member Entities may jointly introduce, support, or oppose state and federal legislation where it is deemed in the best interest of the Region.
3. To furnish a vehicle through which Member Entities, working together, can take joint action on matters affecting the Region and to recommend action to be taken by the Member Entities.
4. To furnish a vehicle through which Member Entities can develop and advocate for shared state and federal legislative priorities.
5. To furnish a vehicle through which Member Entities can establish multi-jurisdictional partnerships, procurements and joint ventures to modernize and reduce the cost of local government operations and services.
6. To study, report, and make recommendations on innovative, proactive solutions to Regional issues and best practices in good governance and other issues as approved by the Board.
7. To organize elected official orientation and education on relative matters, developments, and Regional issues and initiatives.
8. To foster dialogue on best practices and to share the efficiencies of shared priorities, resources, knowledge, challenges, and opportunities.
9. To advocate for policy set by the Region 1 Planning Council governing board.
10. To do such other things from time to time as the Board deems appropriate.

#### ARTICLE 4. ORGANIZATION

**Section 4.00. Membership.** NorthCOG shall have Member Entities known as “Standing Members” and “Associate Members.” Standing membership will be open to counties and municipalities. Associate membership will be open to all other units of local government. The initial Member Entities shall be City of Rockford, City of Loves Park, City of Belvidere, City of South Beloit, Village of Machesney Park, Boone County, Winnebago County, and Region 1 Planning Council. Region 1 Planning Council shall serve as an ex-officio non-voting member. Membership need not be evidenced by corporate membership certificates; an administrative list of membership shall serve instead (see Section 4.06.) Membership is available to any unit of government. The Board of Directors may admit additional Member Entities upon the concurrence of at least two-thirds (2/3) of a quorum of the Board of Directors present at a duly convened meeting. Admission shall be subject to the Act, these Bylaws, and upon the same terms and conditions that apply to all other Member Entities.

**Section 4.01. Directors.** NorthCOG shall be governed by a Board of Directors. Each Member Entity shall be entitled to appoint one Director. The duly elected chief elected official of each Member Entity shall serve as the designated Director by default during the term of his/her service to the Member Entity. The Director may assign, in writing directed to the Executive Director, a substitute Director who may serve in the place of the appointing Director until such time as the appointment expires or is revoked.

The Board of Directors shall set policy and legislative priorities within the limits of these Bylaws, the Act, as amended, and the policies and procedures established by the Board of Directors from time to time. It may adopt policies and procedures for conducting business as shall be deemed advisable, and may in the execution of the powers granted to it, appoint such agents as it may consider necessary. The policies and procedures established by the Board of Directors shall be monitored by the Executive Director.

**Section 4.02. Officers.** Officers shall include a Chairman and Vice-Chairman. The Chairman shall preside over meetings of the Board of Directors, ensure the Board fulfills its governance obligations set forth in these Bylaws, and fulfills other obligations as may be delegated from time to time. The Vice-Chairman shall assist and serve as alternate to the Chairman in the discharge of duties as the Chairman may direct and shall perform such other duties as may be assigned



by the Chairman or Board. The Board shall elect a Chairman and Vice-Chairman from its membership. Officer terms shall be for one year, not to exceed two consecutive years. Upon the due conclusion of an Officer's elected term, Officer positions shall be open to nomination and a simple majority vote approval from the Board of Directors. For purposes of the first meeting, the Executive Director shall be chair pro tem with the first order of business being the adoption of these Bylaws and the second being the election of officers.

**Section 4.03. Committees.** The Chairman shall establish Committees of the Board of Directors as needed, and shall decide the purpose, size and membership of said committees.

**Section 4.04. Removal.** A Member Entity or Director may be removed at any time upon the concurrence of at least two-thirds (2/3) of the entire membership of the Board of Directors. A withdrawing member is not entitled to a refund of membership dues or any other fees previously paid to NorthCOG.

**Section 4.05. Vacancy.** A Director vacancy caused by death, resignation, or removal from office shall be filled as soon as practicable. When a vacancy occurs in the Office of Chairman, the Vice-Chairman shall become the Chairman. Vacancy in the position of Vice-Chairman shall be filled by the concurrence of a majority of a quorum of the Board of Directors present at a duly convened meeting.

**Section 4.06. Withdrawal.** A Member Entity may withdraw from NorthCOG by notifying the Executive Director, in writing, of its intent to do so. A withdrawing member is not entitled to a refund of membership dues or any other fees previously paid to NorthCOG. In the event that NorthCOG is still obligated any debt from any member seeking to terminate membership, said member shall be required to pay the remaining balance upon notice of intent to withdraw membership.

**Section 4.07 Administration.** Subject to the control and direction of the Board of Directors the executive director of RPC shall serve as the "Executive Director" of NorthCOG, and is hereby vested with all administrative and executive powers and duties of the office, as its authorized agent. The Executive Director shall appoint a Secretary (and such Assistant Secretaries as the Executive Director deems appropriate) to the Board who shall maintain a list of Member Entities and Directors, take and maintain minutes, resolutions and other written documents evidencing the actions of the Member Entities and Board of Directors, and perform such other functions as directed by the Board of Directors or Executive Director.

NorthCOG will rely on RPC staff for operational and administrative support, and the Executive Director shall have the power to appoint RPC staff to fulfill such operational and administrative functions as the Executive Director deems prudent subject only to the oversight of the Board of Directors. The RPC shall serve as NorthCOG's fiscal, operational, and administrative agent and be responsible for providing services including, without limitation, human resources, payroll, finance, benefits, legal services, recordkeeping, correspondence, document maintenance, public information, auditing, financial reporting, and other supportive services. RPC will be reimbursed for direct and proportionate indirect costs necessary to fulfill its operational and administrative support role.

## ARTICLE 5. MEETINGS AND VOTING

**Section 5.00. Meetings.** The Board of Directors shall meet a minimum of once per calendar quarter and shall designate a month in which it will hold its annual meeting. At its annual meeting, the Board of Directors shall set a calendar of regular meetings for the next year, elect a Chairman and Vice-Chairman to serve for the next year, adopt an annual budget (which shall include establishing the annual contributions to NorthCOG to be made by each Member Entity), and do such other things as the Board deems appropriate. Special meetings of the Board of Directors may be called by the



Chairman or any two Directors, in consultation with the Executive Director, as deemed necessary to achieve the priorities established by the Board of Directors.

Meetings of the Board shall be held at the location designated by the Chairman or the Directors calling such meeting. Meetings of the Board shall be conducted pursuant to the most current edition of Robert's Rules of Order.

**Section 5.01. Quorum and Voting.** Each Director shall be entitled to one vote. The presence of two-thirds (2/3) or more of the Directors at a meeting in person or by approved electronic means shall constitute a quorum. Except as otherwise specified herein, all matters coming before the Board shall be decided by majority vote.

**Section 5.02. Fixing of Record Date.** For the purpose of determining the Directors entitled to notice of or to vote at any meeting of Board of Directors or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or for the purpose of any lawful action, the Board of Directors may fix in advance a record date which shall not be more than sixty (60) days and not less than ten (10) days. If no record date is fixed, the record date for the determination of Directors entitled to notice of or to vote at a meeting of Board of Directors shall be the date on which notice of the meeting is mailed, and the record date for the determination of Directors for any other purpose shall be the date on which the Board of Directors adopts the resolution relating thereto. A determination of Directors of record entitled to notice of or to vote at a meeting of the Board of Directors shall apply to any adjournment of the meeting.

**Section 5.03. Attendance.** Attendance in person at all meetings is expected for all Directors. Directors who are unable to attend in person may, by prior written notice to the Executive Director, designate a representative to serve in their absence as their proxy. Directors may participate in a meeting of the Board of Directors through the use of any means of communication by which all persons participating may simultaneously hear each other during the meeting. Such participation shall constitute presence in person at the meeting and the Director shall be allowed to vote on matters before the Board.

**Section 5.04. Notice.** Written notice stating the place, date, and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 48 hours, nor more than sixty days before the date of the meeting. Notice shall be delivered by or at the direction of the Chairman, or the Directors calling the meeting, to each Director entitled to vote at such meeting. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. Whenever any notice is required to be given under the provisions of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

**Section 5.05. Manner of Acting.** The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute, these Bylaws, or the Articles of Incorporation.

**Section 5.07. Informal Action by Directors.** Any action required to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, or of any committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof, or by all the members of such committee, as the case may be. Any such consent signed by all the Directors or all the members of the committee shall have the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State.



## ARTICLE 6. FINANCIAL

**Section 6.00. Fiscal Policy.** The fiscal policies and practices of RPC, as the fiscal agent, will serve as the fiscal policies and practices of NorthCOG, and the fiscal year of the RPC shall be the fiscal year of NorthCOG. Accordingly, the Executive Director shall cause to be kept correct and complete books and records of account and all books and records of the Board may be inspected by the Board of Directors for any proper purpose at any reasonable time.

**Section 6.01. Establishment of Budget and Annual Contribution.** The Board of Directors shall establish NorthCOG's budget annually and submit this budget to the Members for each Fiscal Year. The Budget may be amended by action of the Board. The Budget shall establish and provide for the payment of annual contributions of the Member Entities.

**Section 6.02. Compensation.** The Board of Directors shall receive no compensation, nor any reimbursement of expenses.

**Section 6.03. Fiduciary Duty.** Directors have a fiduciary duty to conduct the activities and affairs of NorthCOG in the organization's best interests and to refrain from self-dealing or other conduct which is contrary to these Bylaws, the Act, and the policies and procedures established by the Board of Directors. The Board of Directors shall discharge their duties in good faith and with the care an ordinarily prudent individual would exercise under similar circumstances.

**Section 6.04. Conflict of Interest.** Directors shall not vote on any matter in which such Director or a Director's family member, partner, employer, or client has an interest in any property or business that would be affected by such action. Directors shall disclose all known conflicts of interest promptly upon realizing the existence of such conflict. In the event that a Director abstains from a specific vote due to a conflict of interest, the conflict shall be disclosed prior to consideration by the Board.

## ARTICLE 7. INDEMNITY AND INSURANCE

**Section 7.00. General.** Notwithstanding any provision in these Bylaws to the contrary, individuals who serve as Directors, officers, and agents shall have all rights of indemnification and defense provided under law.

**Section 7.01. Third Party Actions.** NorthCOG shall hold harmless, defend and indemnify any person or member, who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, administrative or investigative (other than an action by or in the right of NorthCOG) by reason of the fact that he, she or it is or was a Director, officer, member, or agent of NorthCOG, or who is or was serving at the request of NorthCOG as a Director, officer, or agent of another partnership, joint venture, trust or other enterprise, against any amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of NorthCOG.

**Section 7.02. Insurance.** As NorthCOG's fiscal agent, RPC shall purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of NorthCOG, or who is or was serving at the request of NorthCOG as a Director, officer, or agent of another NorthCOG, partnership, joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his or her status as such.



**Section 7.03. No Waiver of Governmental Immunity.** Members agree that no provision of these Bylaws is intended, nor shall it be construed, as a waiver by any Member of any governmental immunity provided under any applicable law.

**SECTION 8.00. OTHER.**

**Section 8.00. Amendments.** These Bylaws may be amended by the concurrence of at least two-thirds (2/3) of a quorum of the Board of Directors present at a duly convened meeting. Notice of any meeting at which an amendment is to be considered shall contain notice that the Bylaws are proposed to be amended and shall include the language of the proposed amendment, in full. Provided, however, that nothing shall prevent the Board of Directors from voting upon a proposed amendment which has been revised during debate at such meeting.

**Section 8.01. Independent Verification.** In discharging their duties, the Board of Directors is entitled to rely upon information, opinions, reports or statements, including financial statements and other financial data presented to them without the need to independently verify such information.

**Section 8.02. Non-Discrimination.** NorthCOG shall comply with all applicable laws prohibiting discrimination. NorthCOG shall not provide services in a manner that discriminates against a person with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability, or genetic information that is unrelated to the person's ability to receive services from NorthCOG.

These Bylaws were adopted by action of the Northern Illinois Council of Governments on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Attest



RESOLUTION # 2021-17  
A RESOLUTION URGING  
THE STATE OF ILLINOIS TO PROVIDE  
APPROPRIATE INCENTIVES FOR  
STELLANTIS NV AND  
ELECTRIC VEHICLE MANUFACTURING

Whereas, Stellantis NV owns and operates the Belvidere Assembly Plant, which is the one of the largest employers in Boone and Winnebago Counties; and

Whereas, the City of Belvidere seeks to engage and partner with the State of Illinois to ensure that Illinois is a leader in the technological shift to electric, connected and autonomous vehicles; and

Whereas, other states are competing with Illinois to attract business; and

Whereas, COVID-19 restrictions and a worldwide shortage of computer chips has resulted in periodic shut downs at the Belvidere plant and Stellantis was recently informed by Illinois that it will lose approximately \$9.5 million-a-year in the State's EDGE tax credit; and

Whereas, these circumstances threaten the economy of Northern Illinois and the State as a whole; and

Whereas, Rock Valley College has invested \$9.2 million at its new Advanced Technology Center in Belvidere to elevate the workforce at the Belvidere Assembly Plant and foster the next generation of automotive production employees in Northern Illinois; and

Whereas, retaining Stellantis and helping the company expand and modernize its Belvidere Assembly Plant is critically important for the City of Belvidere, Northern Illinois and the State as a whole; and

Whereas, State incentives to support the Electric Vehicle industry could help retain and expand the operations of Stellantis and its suppliers in Northern Illinois, thus sustaining the Northern Illinois economy and helping the State maintain its commitment to carbon reduction initiatives and establishing Illinois as a national center of excellence in EV manufacturing; and

Whereas, the City of Belvidere has a strong history of collaborating with the State of Illinois and the Belvidere Assembly Plant to facilitate plant expansions resulting in significant new employment; and



Whereas, if the City of Belvidere and the State of Illinois do not cooperatively create a positive investment environment, it is inevitable that investment and employment opportunities will be missed.

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

The City of Belvidere urges Illinois Governor J.B. Pritzker and the Illinois General Assembly to establish competitive incentives to aid in retaining and expanding the automotive and electric vehicle industry within the great State of Illinois and particularly the Belvidere Stellantis Assembly Plant and all of its suppliers in Northern Illinois.

Approved:

---

Mayor

Attest:

---

City Clerk

Ayes:

Nays:

Absent: .

Approved: .



401 WHITNEY BLVD., STE., 100, BELVIDERE, IL 61008

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

**BELVIDERE, ILLINOIS**  
ESTABLISHED 1881

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

Governor Pritzker,

Chrysler originally opened its Belvidere auto manufacturing facility in 1965 and we continue to build automobiles today under the Stellantis banner. As Mayor of Belvidere, and on behalf of our hardworking community, I request your assistance to ensure we continue to build vehicles at the Stellantis plant, sustain our quality employment base, and continue to anchor one of the largest private employment engines in the Stateline region. As our auto industry moves further in the direction of producing hybrid/electric vehicles, it is essential that you do everything within your position to assist Stellantis to remain and expand within Belvidere utilizing all sources of economic development financing.

The City, Region and State cannot afford to be passive spectators, and be outhustled in securing future critical employment for our citizens. It is imperative to our city and regional economy that we, as elected representatives, do everything possible to keep our Belvidere plant thriving. As you know, recently, Rivian has re-opened the former Mitsubishi plant in Normal Illinois to start production of their new EV truck line. Ongoing corporate investment has kept our Belvidere plant state-of-the-art. It is a half century plus success story of manufacturing automobiles accompanied with a long tradition of hard working, quality driven employees and suppliers. I am asking for your help to ensure another automotive success story and proactively meet this challenge so we continue to manufacture vehicles here in Belvidere, thereby maintaining and creating employment for countless citizens.

The City of Belvidere stands ready to partner with our State and Federal government to assist Stellantis in securing Belvidere's future role as home to premier automobile manufacturing for the 21<sup>st</sup> century.

We are up to the challenge to keep our Belvidere plant in operation, utilizing our local education facilities in workforce training consistent with our tradition of providing a skilled workforce to meet the future. We fully understand the local, regional and State economic consequences should we fail to do so.

I invite and welcome you to visit our community as we move forward together and work on behalf of our city, region and work force.

Respectfully,

Clinton Morris  
Mayor, Belvidere

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 9/22/2021  
**Re:** Logan Avenue Rehabilitation Project – Construction Services

---

Attached to this memo is a proposal from ARC Design Resources for the construction services portion of the Logan Avenue Rehabilitation Project. The estimated construction cost for this project is \$2,231,000 with the construction services cost not-to-exceed \$116,000.00, which is 5.2% of the estimated construction cost.

I would recommend approval of the construction services proposal from ARC Design Resources, in an amount not-to-exceed \$116,000.00, for the Logan Avenue Rehabilitation Project. This work will be paid for from Line Item #10-5-310-8021.

September 22, 2021

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

**Re: Logan Avenue  
Construction Engineering**

Dear Mr. Anderson,

We thank the City of Belvidere for including us as their partner in this project. The project took many twists and turns to get to the point of an approved set from IDOT using RBI funds. Construction is scheduled for spring 2022 with bidding in early January 2022. Com Ed work will need to be coordinated and commence early in the project.

We are pleased to offer the following proposal to assist the City with the construction work needed in 2022. We expect that we will need a daily presence due to the complicated nature of the project and details needed for ADA compliance. Our detailed scope of services is as follows:

**Construction Engineering and Admin Scope**

For upcoming work, we see the following scope:

- Neighbor coordination, open house, misc. pre-bid assistance
- Bidding work including issue for bid, pre-bid meeting, prepare bid addendums, attend bid opening, review bids, and award recommendation letter
- Construction observation scheduled for 100-day project. We expect an average of  $\frac{3}{4}$  time observation. Some days will be less, some will be more. This value assumes a March 1 start and July 31 final completion. We intend to credit back unused funds.
- Shop drawing review, pay applications, material certifications, and other office coordination with contractor
- Final punchlist review and memo for project closeout
- Grant administration for Illinois RBI funds

**Material Testing**

Our office does not have material testing capability, but we intend to partner with a local firm (usually Testing Services or Geocon) for this work which includes concrete air testing, concrete breaks, asphalt testing. We have included an allowance for this based on recent historic costs and would solicit a formal proposal prior to construction. Note that this work is limited to Quality Assurance. The contractor will be responsible for his own quality control measures, so our testing firm will provide a secondary check on the contractors work.

**Proposed Fee Structure**

For this work, we propose the following not to exceed fees:

- \$ 106,000.00 Construction Engineering and Admin
- \$ 10,000.00 Material Testing allowance

**Schedule:** the neighbor meeting and open house should happen in late October, prior to the project going out to bid. The remaining anticipated schedule is outlined above.

If this proposal is acceptable to you, please acknowledge by returning an executed copy of the enclosed standard agreement for engineering services. This proposal is valid for 30 days. Please call if you have in questions regarding the above information.

Sincerely,



Jeffrey S. Linkenheld, P.E.  
Project Manager



# Local Public Agency Engineering Services Agreement



Using Federal Funds?  Yes  No

Agreement For:  Agreement Type:

### LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
City of Belvidere	Boone	19-00112-00-RS	
Project Number	Contact Name	Phone Number	Email
	Brent Anderson	(815) 544-9256	banderson@ci.belvidere.il.us

### SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Logan Avenue		4513 ft	
Location Termini			Add Location
State Street to Belvidere Road			Remove Location
Project Description			
Partial reconstruction, storm sewer improvements, curb and gutter replacement, sidewalk replacement, milling, overlay, traffic signals, misc. water main and sanitary work			

Engineering Funding:  MFT/TBP  State  Other

Anticipated Construction Funding:  Federal  MFT/TBP  State  Other

### AGREEMENT FOR

Phase III - Construction Engineering

### CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Arc Design Resources, Inc.	Jeff Linkenheld	(815) 484-4300	jlinkenheld@arcdesign.com
Address	City	State	Zip Code
5291 Zenith Parkway	Loves Park	IL	61111

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation

Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT

In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

**AGREEMENT SIGNATURES**

Executed by the LPA:

Local Public Agency Type

Name of Local Public Agency

Attest:

The

City

of

Belvidere

By (Signature & Date)

[Signature and Date box]

By (Signature & Date)

[Signature and Date box]

Name of Local Public Agency

Local Public Agency Type

Belvidere

City

Clerk

Title

[Title box]

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Arc Design Resources, Inc.

By (Signature & Date)

[Signature and Date: J. A. ... 9-15-21]

Title

Vice President

By (Signature & Date)

[Signature and Date: Joseph N. Atterholl]

Title

Secretary

~~APPROVED:~~

~~Regional Engineer, Department of Transportation (Signature & Date)~~

[Crossed out signature box]

Local Public Agency

County

Section Number

Belvidere

Boone

19-00112-00-RS

**EXHIBIT A  
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

See attached letter proposal



Local Public Agency

County

Section Number

Belvidere

Boone

19-00112-00-RS

**EXHIBIT B  
PROJECT SCHEDULE**

N/A

Local Public Agency

County

Section Number

City of Belvidere

Boone

19-00112-00-RS

**Exhibit C  
Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input checked="" type="checkbox"/> Fees were included in proposal estimate				
<b>Total Direct Costs</b>				

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services - *see attached proposal*
- EXHIBIT B: Project Schedule *N/A*
- EXHIBIT C: Direct Costs Check Sheet *N/A*
- EXHIBIT D: Qualification-Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheets (BLR 05513 or BLR 05514 )
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**I. THE ENGINEER AGREES,**

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Construction Engineering Contracts:
  - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
  - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

**II. THE LPA AGREES,**

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
  - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
  - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as

determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvements as approved by the DEPARTMENT

Lump Sum

(Maximum Fee \$40,000) (For federal funds the lump sum shall be determined using the Cost Plus Fixed Fee Formula.)

Specific Rate

\$116,000.00 (Maximum Fee \$150,000)

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = ( 0.33 + R ) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

**Field Office Overhead Rates:** Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

### III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data

if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT < or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (a) abide by the terms of the statement; and
  - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy to maintain a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the DEPARTMENT agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq).
- 11. For Construction Engineering Contracts:
  - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
  - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
  - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
  - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
  - (e) Inspection of all materials when inspection is not provided a the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

**AGREEMENT SUMMARY**

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Arc Design Resources Not To Exceed		\$106,000.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Material Testing subconsultant Not To Exceed		\$10,000.00
Subconsultant Total		\$10,000.00
Prime Consultant Total		\$106,000.00
Total for all work		\$116,000.00
Add Subconsultant		

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 9/21/2021  
**Re:** 6<sup>th</sup> Street Low Flow Channel – Natural Bottom Option

---

The Army Corp of Engineers (C.O.E.) has determined that the 6<sup>th</sup> Street drainage channel is an intermittent stream and construction of a low-flow channel will constitute a “morphological change” and will require mitigation. Wetland impacts will also require mitigation. The estimated cost of the mitigations is \$610,000.00.

Attached are the cost estimates for the two options approved by the C.O.E. for the channel improvements. The natural bottom option has been approved by the property owner. Based on the information provided, I would recommend proceeding with the natural bottom option and approve the proposal from CES in the amount of \$36,500.00 for final engineering and stream and wetlands permitting for the 6<sup>th</sup> Street Channel Drainage Improvement Project. This work will be paid for from Line Item #01-5-751-8058.

This project will be eligible for funding from the American Rescue Plan Act Funds.



# 6th St to Appleton Channel

Belvidere, IL

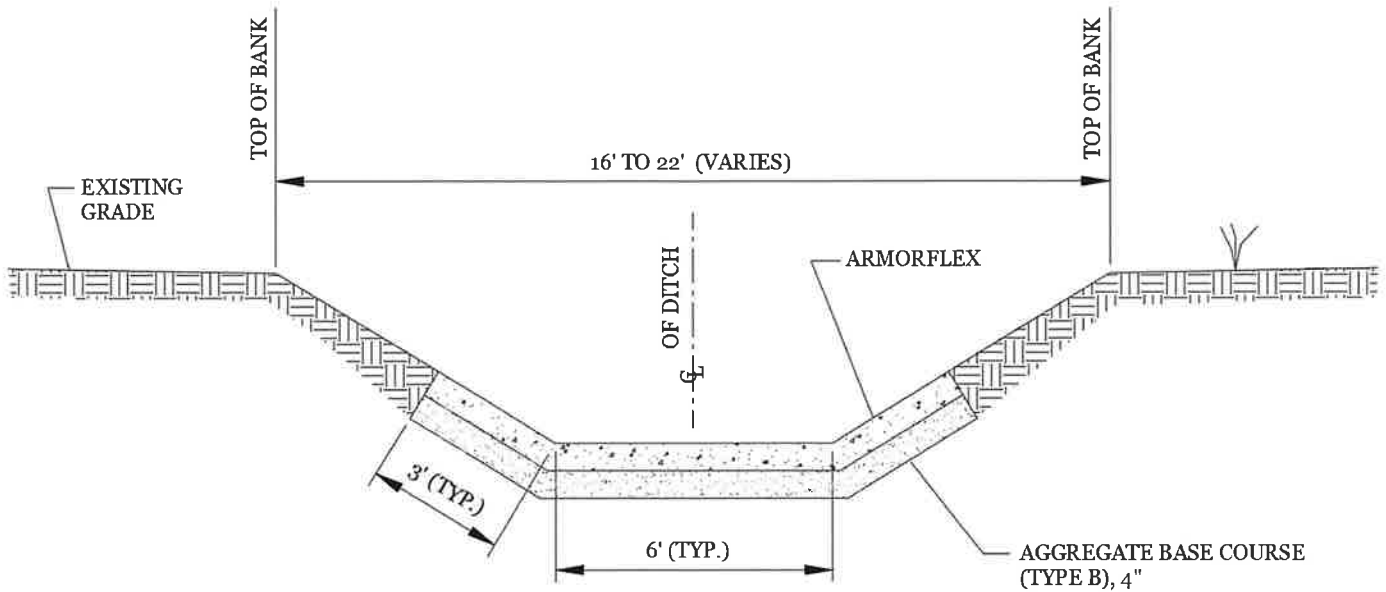


Google Earth

© 2021 Google



# Armorflex Bottom



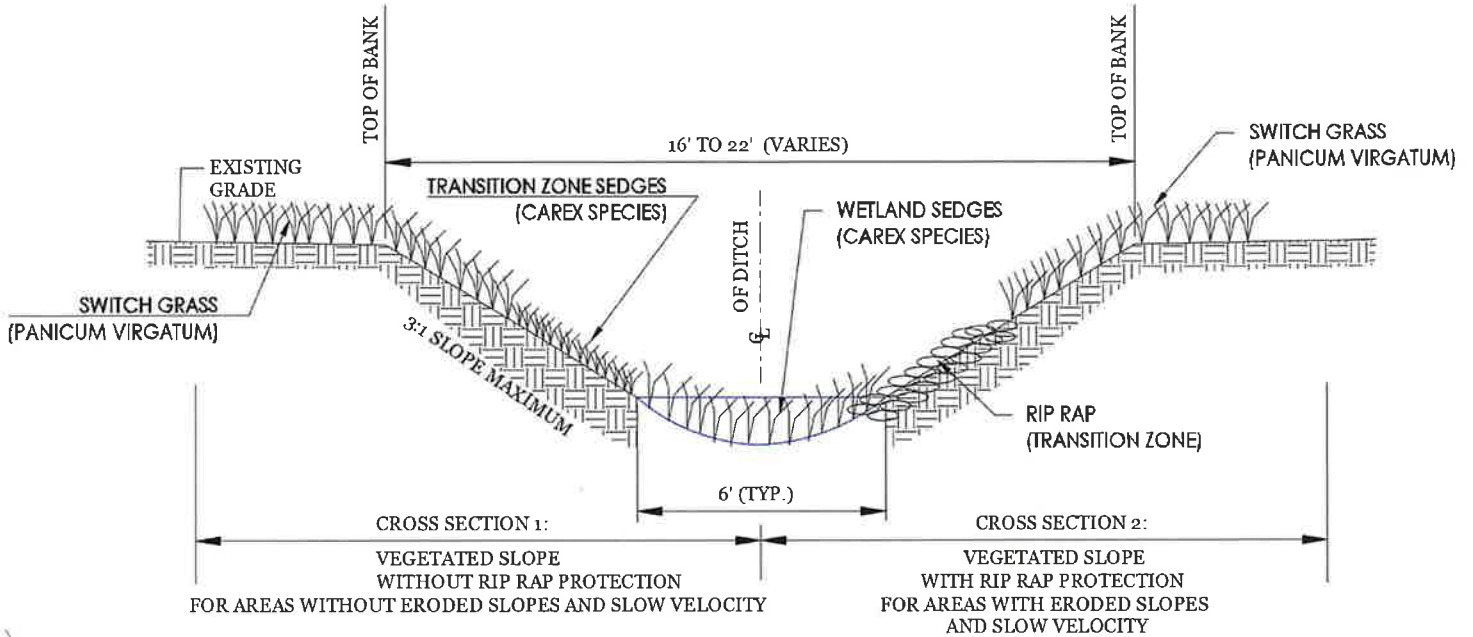
700 West Locust Street  
 Belvidere, Illinois 61005  
 Phone: (815) 547-5435  
 Fax: (815) 544-0421  
 Kevin.Bunge@Civilidess.com

**CHANNEL - 6TH STREET TO APPLETON**  
**ARMORFLEX BOTTOM OPTION**  
**2,200 L.F. - 6TH STREET TO FIRST CULVERT**

EARTH EXCAVATION	4000	CY	\$20.00	\$80,000.00
AGGREGATE BASE COURSE, 4"	3700	SY	\$6.00	\$22,200.00
ARMORFLEX - 30S	3700	SY	\$100.00	\$370,000.00
CONCRETE FLUMES	3	EA	\$1,500.00	\$4,500.00
ROCK CHECK DAMS	2	EA	\$2,500.00	\$5,000.00
TOPSOIL AND SEEDING	5300	SY	\$5.00	\$26,500.00
EROSION CONTROL BLANKET	5300	SY	\$2.00	\$10,600.00
EROSION & SEDIMENT CONTROL	1	LS	\$7,500.00	\$7,500.00
SUBTOTAL				\$526,300.00
CONTINGENCY (15%)				\$78,945.00
WETLAND AND STREAM MITIGATION - C.O.E.				\$610,000.00
FINAL ENGINEERING				\$7,500.00
STREAM AND WETLANDS PERMITTING				\$10,000.00
				\$1,232,745.00

C.O.E. HAS DETERMINED THEY WILL NOT ALLOW A PAVED CONCRETE CHANNEL.

# Natural Bottom



700 West Locust Street  
 Belvidere, Illinois 61008  
 Phone: (815) 547-5435  
 Fax: (815) 544-0421  
 Kevin.Bunge@Civilideas.com

## CHANNEL - 6TH STREET TO APPLETON NATURAL/WET OPTION 2,200 L.F. - 6TH STREET TO FIRST CULVERT

EARTH EXCAVATION	6500	CY	\$15.00	\$97,500.00
TOPSOIL AND SEEDING, DRY	7200	SY	\$1.50	\$10,800.00
TOPSOIL AND SEEDING, WET	2200	LF	\$11.00	\$24,200.00
ROCK CHECK DAMS	15	EA	\$2,000.00	\$30,000.00
EROSION CONTROL BLANKET	6500	SY	\$2.00	\$13,000.00
EROSION & SEDIMENT CONTROL	1	LS	\$7,500.00	\$7,500.00
SUBTOTAL				\$183,000.00
CONTINGENCY (15%)				\$27,450.00
WETLAND AND STREAM MITIGATION - C.O.E.				\$0.00
FINAL ENGINEERING				\$24,000.00
STREAM AND WETLANDS PERMITTING				\$12,500.00
				\$246,950.00

IT IS ASSUMED THAT NO "MITIGATION" WILL BE REQUIRED FOR THIS OPTION BUT THE C.O.E. WILL REVIEW THE PLANS FOR FINAL DETERMINATION

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 9/23/2021  
**Re:** Florence Court Water & Sewer

---

Residents along Florence Court have been experiencing sanitary sewer issues recently. Review of the existing infrastructure indicates that there are three service lines from Logan Avenue, one with three residences connected and the other two with two residences connected on each of them. On the water side, there are two service lines from Logan Avenue, one with five connections and other with two. The attached map illustrates the current infrastructure

The permanent solution to the current issues as well as potential future issues will be to install a sanitary sewer main and water main in Florence Court that is connected to Logan Avenue. Now would be the most opportune time to complete this work as part of the Logan Avenue Rehabilitation Project. Florence Court was platted in 1896 as a 25' right-of-way. Because of the narrow width, the entire street and sidewalk will have to be replaced once the water and sewer work is completed

Attached to this memo is a proposal from ARC Design Resources for the engineering services required to complete this project. The estimated construction cost for this project is \$200,236.00 with the engineering services cost not-to-exceed \$28,800.00.

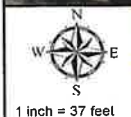
I would recommend approval of the engineering services proposal from ARC Design Resources, in an amount not-to-exceed \$28,800.00, for the Florence Court Water & Sewer Project.

This project will be eligible for funding from the American Rescue Plan Act Funds.





**Blue - Water**  
**Red - Sewer**



**#08**

Florence Court - OPC for Improvements

Item #	Description	Unit	Local Quantity	Unit Cost	Extended Cost
1	Topsoil Furnish and Place, 6"	SQ YD	300	\$5.00	\$1,500.00
2	Seeding, Class 1A	ACRE	0.06	\$3,500.00	\$210.00
3	Nitrogen Fertilizer Nutrient	POUND	5	\$5.00	\$25.00
4	Phosphorus Fertilizer Nutrient	POUND	5	\$5.00	\$25.00
5	Potassium Fertilizer Nutrient	POUND	5	\$5.00	\$25.00
6	Erosion Control Blanket	SQ YD	300	\$5.00	\$1,500.00
7	Aggregate Base Course, Type B 4"	SQ YD	355	\$6.00	\$2,130.00
8	Aggregate Base Course, Type B 12"	SQ YD	711	\$16.00	\$11,376.00
9	Hot-Mix Asphalt Binder Course, IL-19.0, N50	TON	100	\$90.00	\$9,000.00
10	Hot-Mix Asphalt Surface Course, IL-9.5FG, Mix "C", N50	TON	60	\$100.00	\$6,000.00
11	Portland Cement Concrete Driveway Pavement, 6 Inch	SQ YD	60	\$70.00	\$4,200.00
12	Portland Cement Concrete Sidewalk 5 Inch (One-side)	SQ FT	1600	\$7.00	\$11,200.00
13	Concrete Curb and Gutter	FOOT	640	\$30.00	\$19,200.00
14	Pavement Removal	SQ YD	711	\$10.00	\$7,110.00
15	Driveway Pavement Removal	SQ YD	60	\$60.00	\$3,600.00
16	Sidewalk Removal	SQ FT	3200	\$3.00	\$9,600.00
17	8" Watermain	FOOT	320	\$70.00	\$22,400.00
18	Water Service Complete	EACH	6	\$2,000.00	\$12,000.00
19	Sanitary Manhole	FOOT	3	\$5,000.00	\$15,000.00
20	8" PVC San. Sewer	FOOT	320	\$80.00	\$25,600.00
21	San. Service Complete	EACH	6	\$3,000.00	\$18,000.00
22	Fire Hydrant Assembly Complete	EACH	1	\$6,000.00	\$6,000.00
23	Traffic Control Complete	LSUM	1	\$5,000.00	\$5,000.00
				Subtotal:	\$190,701.00
				Contingency (5%):	\$9,535.05
				<b>GRAND TOTAL:</b>	<b>\$200,236.05</b>



September 22, 2021

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

**Re: Florence Court  
Reconstruction**

Dear Mr. Anderson,

Thank you for your continued support of Arc Design Resources. As you know, Logan Avenue is approved by IDOT and ready for bidding. At the same time, the City has uncovered some issues on Florence Court and a reconstruction is necessary to update the water and sewer lines serving this area. The goal is to complete this work and bid on a similar timeline to Logan in early 2022 with the goal of getting one contractor. Please note that the bid needs to be separate from Build Illinois funds due to prior environmental clearances already received. With that understanding, we are pleased to present the following proposal"

**Topographic and Boundary Survey**

- Obtain current topographic survey of Florence Court and adjacent front yards from Logan Avenue south to the south end of street.
- Locate lot pins to determine right of way limits of Florence Court to identify easement needs, if any.

**Construction Plans and Specifications**

- Final design for reconstruction of Florence Court including water main design, storm sewer design, sanitary design, pavement, curb and sidewalk.
- Preparation of full plans and specifications for bidding purposes. Typically our plan set will include:
  - Cover and General Notes
  - Typical Sections and Summary of Quantities
  - Removal Plans
  - Plan and Profile sheets at 20 scale
  - Water Main plan and profile sheets – we have found it helpful to show water main work on its own sheets and to show the EXISTING main and PROPOSED main, so the contractor has an understanding of the relationship and potential conflicts.
  - Intersection Details, including ADA design details and drainage slope arrows at each location
  - Cross Sections
  - Other construction details as needed
- Preparation of IEPA permit for water and sanitary main work and coordination with IEPA for permit approval

- Develop schedule of quantities
- Prepare bid documents for local bid
- Assist with bidding.

### **Construction Observation and Admin Scope**

For upcoming work, we see the following scope:

- Neighbor coordination, misc. pre-bid assistance
- Bidding work including issue for bid, pre-bid meeting, prepare bid addendums, attend bid opening, review bids, and award recommendation letter
- Construction observation scheduled for a two month project. We expect an average of 1/2 time observation. Some days will be less, some will be more. This value assumes a March 1 start and April 30 final completion. If this contractor ends up the same as the Logan Avenue contractor, then the timeline will extend, but the paperwork will be reduced, so we do not see any need to change the fee structure.
- Shop drawing review, pay applications, material certifications, and other office coordination with contractor
- Final punchlist review and memo for project closeout

### **Material Testing**

Our office does not have material testing capability, but we intend to partner with a local firm (usually Testing Services or Geocon) for this work which includes concrete air testing, concrete breaks, asphalt testing. We have included an allowance for this based on recent historic costs and would solicit a formal proposal prior to construction. Note that this work is limited to Quality Assurance. The contractor will be responsible for his own quality control measures, so our testing firm will provide a secondary check on the contractors work.

### **Proposed Fee Structure**

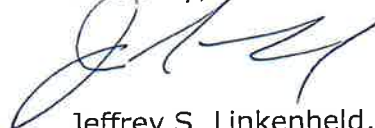
For this work, we propose the following fee schedule

\$ 4,600.00	Topo and boundary survey work
\$10,600.00	Construction Plans and Specifications
\$ 9,600.00	Construction Observation and Admin Work
<u>\$ 4,000.00</u>	<u>Material Testing Allowance</u>
\$28,800.00	Total not to exceed fees

Schedule: Work will be initiated upon City Council approval of this proposal.

If this proposal is acceptable to you, please acknowledge by returning an executed copy of the enclosed standard agreement for engineering services. This proposal is valid for 30 days. Please call if you have in questions regarding the above information.

Sincerely,



Jeffrey S. Linkenheld, P.E.  
Project Manager

## AGREEMENT FOR SERVICES

THIS AGREEMENT FOR ENGINEERING SERVICES is effective this 22nd day of September the year 2021, 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 Florence Court Reconstruction.

The Scope of Services to be provided under this agreement is outlined in the Proposal attached, dated September 22, 2021. 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, P.E.  
\_\_\_\_\_  
Typed Name  
Vice-President, Partner  
\_\_\_\_\_  
Title

City of Belvidere

401 Whitney Boulevard

Address

Belvidere, IL 61008

\_\_\_\_\_  
Signature

Brent Anderson

\_\_\_\_\_  
Typed (or printed) name

\_\_\_\_\_  
Title



## General Conditions Agreement for Services

Date September 22, 2021  
Client City of Belvidere  
Project Florence Court Reconstruction

### 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, 2021**

Classification	Current Average Hourly Billing Rates
Administrative Assistant	\$50.00
Engineering Technician	\$85.00
Sr. Engineering Technician	\$100.00
Project Engineer	\$100.00
Sr. Project Engineer	\$110.00
Assistant Project Manager	\$120.00
Project Manager	\$140.00
Partner, Project Manager	\$180.00
Survey Technician	\$80.00
Sr. Survey Technician	\$90.00
Survey Field Technician	\$80.00
Sr. Survey Field Technician	\$95.00
Survey Project Manager	\$145.00
Construction Manager	\$100.00
Landscape Architect	\$110.00

Note: The above rates are valid until December 31, 2021.