



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

Alderman Clayton Stevens,	1 <sup>st</sup> Ward	Public Works Vice Chairman
Alderman Tom Porter,	1 <sup>st</sup> Ward	Finance & Personnel Vice Chairman; City-County
Alderman Daniel Snow,	2 <sup>nd</sup> Ward	BPZ Chairman; City- County Co-Chairman
Alderman Michael Borowicz,	2 <sup>nd</sup> Ward	Public Safety Vice Chairman; City-County
Alderman Wendy Frank,	3 <sup>rd</sup> Ward	City County Coordinating - Vice Co Chairman
Alderman Thomas Ratcliffe	3 <sup>rd</sup> Ward	Finance and Personnel Chairman
Alderman Ronald Brooks,	4 <sup>th</sup> Ward	Public Works Chairman
Alderman George Crawford	4 <sup>th</sup> Ward	Public Safety Chairman
Alderman Mark Sanderson,	5 <sup>th</sup> Ward	BPZ Vice Chairman
Alderman Marsha Freeman	5 <sup>th</sup> Ward	City-County Coordinating Committee

**AGENDA**

**February 26, 2018**  
**6:00 p.m.**  
**City Council Chambers**  
**401 Whitney Boulevard**  
**Belvidere, Illinois**

Call to Order – Mayor Mike Chamberlain:

Roll Call: Present: Absent:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.
2. Public Safety, New Business:
  - (A) Fire – FM Global Fire Prevention Grant.

3. Finance & Personnel, Unfinished Business: None.
4. Finance & Personnel, New Business:
  - (A) FY19 Budget – General Administration, Capital and Salaries.
5. Other:
  - (A) Belvidere Municipal Code – Appointment of Police Chief.
  - (B) City Hall Roof Replacement.
  - (C) Main Equipment Building Boiler Replacement – WWTP.
  - (D) Executive Session to discuss Collective Bargaining Matters pursuant to Section 2 (c) (2) – IUOE; IAFF and FOP.
6. Adjournment:

February 7, 2018



Fire Safety Inspector Kriebs  
Belvidere Fire Department  
123 South State Street  
Belvidere, Illinois 61008

Dear Fire Safety Inspector Kriebs:

Congratulations. Your grant application for an FM Global fire prevention grant stood out among the hundreds we received and we will be funding \$2500 for the purchase of two iPads with accessories. We hope the additional funding will help to strengthen your efforts to ultimately, and more effectively prevent fire—the leading cause of property destruction worldwide.

In the coming weeks, you will be contacted by an FM Global representative to set up a formal presentation. In the meantime, award checks will be mailed in March to your attention at the address above. Please feel free to use the attached news release that we've prepared for you to promote news media interest—be it in advance of or after the formal presentation.

During the past 40 years, FM Global has awarded millions of dollars in funding to fire departments and related agencies worldwide. With a shared philosophy that the majority of property loss is preventable—not inevitable—we can make a difference in preventing the frequency and severity of fire...together.

Once again, congratulations on your recent fire prevention grant awarded by FM Global, one of the world's largest commercial property insurers.

If you have any questions regarding your award, please feel welcome to e-mail me.

Best wishes for continued success in your fire prevention endeavors.

A handwritten signature in black ink, appearing to read "Michael Spaziani".

Michael Spaziani  
Assistant Vice President, Manager - Fire Service Programs

CC: *Matt Kilchenman - Chicago Operations*  
*17-273 - Belvidere Fire Department*

**FOR IMMEDIATE RELEASE**

**DATE: *Enter Current Date***

**Media Contact: *Enter Name of Contact for Press***

**Phone Number: *Enter Phone Number of Contact for Press***

**E-Mail: *Enter E-Mail of Contact for Press***

## **Belvidere Fire Department to Bolster Fire Prevention Efforts with FM Global Grant**

**BELVIDERE, Ill.**—The Belvidere Fire Department has received a **US\$2,500** fire prevention grant from FM Global, one of the world's largest commercial property insurers.

FM Global representatives presented the award to *Enter who from your agency will be accepting the grant award* at the *Enter the location of the award presentation* located on *Enter the street address of the award presentation* in *Enter the city of the award presentation*. The award will be used to assist with prefire planning to efficiently collect and track data related to local community buildings. The information will help the fire service respond in an emergency situation.

Because fire continues to be the leading cause of property damage worldwide, during the past 40 years FM Global has contributed millions of dollars in fire prevention grants to fire service organizations around the globe. Locally, the company has awarded grants to a number of Illinois-based organizations.

"At FM Global, we strongly believe the majority of property damage is preventable, not inevitable," said Michael Spaziani, assistant vice president – manager of the fire prevention grant program. "Far too often, inadequate budgets prevent those organizations working to prevent fire from being as proactive as they would like to be. With additional financial support, grant recipients are actively helping to improve property risk in the communities they serve."

Through its Fire Prevention Grant Program, FM Global awards grants to fire departments—as well as national, state, regional, local and community organizations worldwide—that best demonstrate a need for funding, where dollars can have the most demonstrable impact on preventing fire, or mitigating the damage it can quickly cause.

To learn more about FM Global's Fire Prevention Grant Program and other resources for the fire service, please visit [www.fmglobal.com/fireservice](http://www.fmglobal.com/fireservice).

Established nearly 200 years ago, FM Global is a mutual insurance company whose capital, scientific research capability and engineering expertise are solely dedicated to property risk management and the resilience of its client-owners. These owners, who share the belief that the majority of property loss is preventable, represent many of the world's largest organizations, including one of every three Fortune 500 companies. They work with FM Global to better understand the hazards that can impact their business continuity in order to make cost-effective risk management decisions, combining property loss prevention with insurance protection.

17-273

**RECAP OF THE GENERAL FUND BUDGET FOR FY 19--- DRAFT 2/26/18**

	Actual FY 12	Actual FY 13	Actual FY 14	Actual FY 15	Actual FY 16	Actual FY 17	Budget FY 18	Plan FY 19	Plan FY 20
TOTAL Gen Administration Revenue	8,527,379	9,448,616	9,456,526	9,880,883	10,190,287	10,885,954	11,034,235	10,348,241	10,428,103
TOTAL Police Dept Revenues	1,100,436	1,083,395	1,151,040	1,315,994	1,244,981	1,287,947	1,333,902	1,411,464	1,474,038
TOTAL Fire Dept Revenues	858,579	887,309	743,587	928,868	845,877	856,154	1,018,767	1,081,132	1,107,205
TOTAL Street Dept Revenues	840,766	420,693	455,049	539,939	401,762	385,310	345,000	335,000	335,040
RE Tax - Street Lighting	199,627	184,996	219,761	209,794	210,359	210,318	200,000	210,000	210,000
Utility Tax Revenues	2,043,896	2,143,212	2,301,861	2,271,662	2,078,507	2,002,571	2,117,418	2,082,035	2,092,445
Revenues	13,570,682	14,168,221	14,327,825	15,147,140	14,971,772	15,628,254	16,049,322	15,447,872	15,646,831
			5.58%	5.72%	-1.16%	4.38%	2.69%	-3.75%	1.29%
Total General Admin Expenses	1,156,907	1,314,297	1,793,691	1,850,617	1,663,720	1,577,429	1,482,260	1,851,256	1,722,185
Total Public Safety Building Expenses	614,799	616,076	806,102	845,812	1,030,747	982,621	1,073,435	1,116,309	1,017,260
Total Police & Fire Commission Expenses	25,318	18,721	20,396	45,026	29,999	22,519	27,585	26,515	28,920
Total Health/Social Services Expenses	23,000	23,000	24,365	24,076	23,000	33,000	28,000	28,000	28,000
Total Economic Development Expenses	120,052	155,917	164,905	173,745	166,640	151,508	139,800	141,500	84,335
Total Police Department	4,950,972	5,281,333	5,343,208	5,664,268	5,781,400	5,928,791	6,434,784	6,687,819	7,190,132
Total Fire Department	3,366,374	3,503,923	3,348,935	3,641,305	3,603,222	3,697,950	4,088,939	4,149,493	4,531,528
Total Engineering	27,767	18,969	22,469	19,783	27,649	16,146	45,900	45,000	48,377
Total Street Department	1,096,941	1,128,085	1,222,491	1,358,048	1,309,511	1,301,470	1,398,342	1,352,658	1,607,338
Total Street Lighting	261,533	265,399	267,453	294,571	330,236	359,763	340,000	320,000	367,818
Total Utility Tax Department (road projects)	0	0	0	5,060	482,666	1,389,314	600,000	12,000	0
Expenditures	11,643,661	12,305,722	13,014,015	13,922,309	14,428,792	15,460,511	15,659,045	15,730,350	16,623,892
	-2.89%	5.69%	11.77%	6.98%	3.64%	7.15%	1.28%	0.46%	5.68%
<b>NET CASH FLOW</b>	1,927,022	1,862,499	1,313,811	1,224,831	542,980	167,743	390,277	(282,478)	(977,061)
<b>OTHER DEPARTMENTAL FINANCES</b>									
<u>Community Development Department</u>									
Revenues	189,131	185,942	187,755	410,018	294,510	419,759	347,183	321,833	370,715
Expenditures	205,686	210,760	241,035	286,054	301,643	388,853	427,991	420,672	476,918
Net Building Department	(16,555)	(24,818)	(53,281)	123,964	(7,133)	30,906	(80,808)	(98,839)	(106,203)
<u>Audit Department</u>									
RE Taxes - Audit	15,094	14,905	20,005	19,995	20,138	20,057	20,000	20,000	20,000
Accounting & Auditing	28,200	29,000	28,500	29,100	33,700	35,100	36,500	36,500	37,595
NET AUDIT DEPARTMENT	(13,106)	(14,095)	(8,495)	(9,105)	(13,562)	(15,043)	(16,500)	(16,500)	(17,595)
<u>IMRF Department</u>									
TOTAL IMRF Revenues	132,209	162,562	164,863	184,440	181,555	191,333	181,743	183,231	183,723
IMRF Premium Expense	224,074	253,216	227,481	205,882	334,797	210,445	200,677	173,149	181,806
NET IMRF DEPT	(91,865)	(90,654)	(62,618)	(21,442)	(153,242)	(19,112)	(18,934)	10,082	1,917
<u>Social Security Department</u>									
Total FICA/Med Revenues	304,711	316,233	334,673	369,633	372,994	381,654	367,916	363,215	367,805
Total Social Sec Expense	309,268	319,734	308,654	312,468	314,726	328,800	351,647	351,671	358,704
NET SOCIAL SEC DEPT	(4,557)	(3,502)	26,019	57,165	58,268	52,855	16,269	11,544	9,101
<u>Liability Insurance Department</u>									
Total Liab Insurance Revenues	418,683	450,038	629,448	553,202	330,547	320,477	290,000	300,000	300,000
Insurance Premium	626,788	789,539	734,811	665,730	462,849	449,520	484,810	488,060	512,463
NET - LIABILITY INS DEPT	(208,105)	(339,501)	(105,363)	(112,527)	(132,302)	(129,043)	(194,810)	(188,060)	(212,463)
<u>Civil Defense Department</u>									
RE Tax - Civil Defense	6,752	6,767	7,020	7,096	7,017	7,032	7,000	7,000	7,000
Misc Revenues	268	0	0	0	0	25,285	0	0	0
Miscellaneous Exp	1,268	24,848	5,000	5,140	5,316	30,888	7,000	7,000	7,210
NET - CIVIL DEFENSE DEPT	5,752	(18,081)	2,020	1,956	1,701	1,630	0	0	(210)
<u>Garbage Department</u>									
RE Tax - Refuse / Landfill	5,162	15,047	24,984	61,946	65,108	45,082	45,000	50,000	50,000
Misc Expenses	47,196	44,479	56,262	77,932	69,412	47,564	79,000	56,000	0
NET GARBAGE DEPARTMENT	(42,034)	(29,432)	(31,278)	(15,986)	(4,304)	(2,482)	(34,000)	(6,000)	50,000
<u>Forestry Department</u>									
Forestry Dept Revenues	40,117	39,770	39,978	39,963	40,074	40,082	35,000	40,000	40,000
Forestry Dept Expenses	36,601	62,684	88,910	88,381	135,380	127,536	81,000	80,000	0
NET - FORESTRY DEPARTMENT	3,516	(22,914)	(48,931)	(48,418)	(95,306)	(87,454)	(46,000)	(40,000)	40,000
<b>TOTAL</b>									
Gross General Fund Revenues	14,682,810	15,359,484	15,736,551	16,805,260	16,283,714	17,079,017	17,343,164	16,733,151	16,986,074
Gross General Fund Expenditures	13,122,741	14,039,980	14,704,867	15,592,995	16,086,615	17,079,016	17,327,670	17,343,401	18,198,588
NET CASH FLOW	1,560,068	1,319,503	1,031,684	1,212,264	197,099	0	15,494	(610,250)	(1,212,514)
Revenue	-4.96%	4.61%	7.18%	6.79%	-3.10%	4.88%	1.55%	-3.52%	1.51%
Expense	-3.68%	6.99%	12.05%	6.04%	3.17%	6.17%	1.46%	0.09%	4.93%

## Alternate General Fund Revenue Sources

1. Telecommunication Tax- Currently at 4.5% and can go as high as 6.0%. Other municipalities in the area including Rockford, Machesney Park, Loves Park, Roscoe, Rockton, Marengo, Harvard, Rochelle, and Dekalb are already at 6%. Sycamore and Freeport are at 5%. Increasing to 6% could be \$130,000-\$140,000 of additional revenue annually. (see utility tax graph)
2. Video Gaming Machine Fee- Currently the City charges \$100 per machine annually. This equates to about \$10,000 in revenue each year. If we doubled it to \$200 per machine that would be an additional \$10,000 in revenue. If we charged \$500 per machine it would be an additional \$40,000 in revenue annually.
3. Storm Sewer Utility Fee- This utility charges a fee for services similar to water and sewer. The service in this case is the control of storm water runoff through construction, operation, and maintenance of a storm water system. Fees can be established on a set rate for residential and commercial properties or based on the amount of impervious area within a property. Potential revenue of \$500,000 annually.
4. Home-Rule Sales Tax- Currently the City receives 1.0% of the 7.75% sales tax that is collected. The State of Illinois retains 5.0%, Belvidere school district 100 receives 1.0%, and Boone County receives .25% for their regular share of the tax and an additional.50% for the public safety tax. The City of Belvidere is a Home-Rule community and is able to implement an additional sales tax without having to go to referendum. An additional .50% has the potential to generate approximately \$1.2 million in additional revenue annually.
5. Local Motor Fuel Tax- In Illinois, home-rule units of government can tax motor fuels. These taxes are generally administered and collected locally. Other municipalities that have this tax charge between 1 cent and 5 cents per gallon. Data on gallons of gas purchased in Belvidere is not very good so it is hard to know how much revenue this tax could generate.
6. Real Estate Transfer Tax- Tax on the passing of title to property from one person to another. Most of the taxes are between \$2.00 and \$5.00 per \$1,000 of sale price. Some municipalities charge the seller while some charge the buyer. Most jurisdictions require final meter reading and water/sewer bills to be paid as well as any other violations that are outstanding. This tax requires a referendum.
7. Property Tax Increase- The City of Belvidere is Home Rule and therefore can increase the property tax levy beyond the "tax cap" formula that has been used in the past. Increasing the property tax revenues by \$1,000,000 would represent a 20% increase to the city portion of the levy.

## Rebecca Tobin

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**From:** Brad Cole <bcole@iml.org>  
**Sent:** Wednesday, February 14, 2018 12:42 PM  
**Subject:** IML: Governor Rauner's 2019 Budget Address  
**Importance:** High

**DATE: February 14, 2018**

**TO: Mayors/Village Presidents/Town Presidents  
Aldermen/Councilmen/Village Trustees/Town Trustees  
Managers/Administrators  
Treasurers/Finance Officers**

**FROM: Brad Cole, Executive Director  
Illinois Municipal League**

**RE: Governor Rauner's 2019 Budget Address**

Just a few minutes ago, Governor Bruce Rauner presented his Fiscal Year 2019 Budget Address to the Illinois General Assembly. [Linked here is a copy of the Governor's prepared remarks.](#)

**This morning, I was given an advanced briefing by the Governor's Office of Management and Budget and other senior administration officials.** I think that speaks to the importance of the Illinois Municipal League (IML) in the greater legislative process, and I appreciated the opportunity to participate in a vibrant discussion about our concerns prior to the public release of the information.

Much of the Governor's budget will focus on shifting pension and health care costs, and aligning those costs with other sources such as local school districts and public colleges/universities. The distribution of both expenditures and budget cuts is broad, some of which may have indirect or collateral effects on local government; a deeper review and time will tell as we learn more.

Most importantly for municipalities, **the Governor is proposing to continue – for one additional year – the 10% reduction in the Local Government Distributive Fund (LGDF) that was implemented for this current state fiscal year (SFY2018).** You will recall that the cut this year was also proposed as a one-time reduction. It is our understanding that this is essentially the same 10% reduction, not an additional cut on top of the previous reduction. **The Governor is recommending funding Motor Fuel Tax (MFT), Personal Property Replacement Tax (PPRT), downstate public transit and other local distributions at the same level as SFY2018.** His budget also retains the administrative fee collected on locally-imposed sales taxes, [which we have introduced legislation to lower.](#)

**The Illinois Municipal League (IML) is opposed to any reduction, whether new or continuing, in the Local Government Distributive Fund (LGDF).** [Linked here is our press release and statement in response to this critical funding source for municipalities.](#)

Right now, we don't know what will actually happen during this legislative session, especially given some uncertainty around the March 20 primary elections. **I encourage you to stay informed of issues through our weekly *Statehouse Briefing*, our monthly *Legal Bulletin* and our other timely website postings, all of which provide regular updates on current events.** Your feedback about those communication tools is also welcome, as we continually strive to increase the effectiveness of the services we provide.

In addition to what has been proposed by the Governor, we know that there will probably be conversations from various individuals and entities about implementing a permanent property tax freeze and placing more unfunded mandates on local governments. **Please know that IML stands firm in our opposition to these burdensome and overreaching actions that are punitive to municipal governments.** In addition to those continual issues that we defend against, [the 2018 IML Legislative Agenda can be found through this link](#) and will provide an overview of other current initiatives and proposals to support municipalities.

Thank you for your involvement and membership in the Illinois Municipal League. As always, please feel welcome to contact me at any time, should you have any comments or questions.

**BRAD COLE | Executive Director**

ILLINOIS MUNICIPAL LEAGUE

500 East Capitol Avenue | PO Box 5180 | Springfield, Illinois 62705

phone: 217.525.1220 | cell: 618.201.7320 | fax: 217.525.7438

email: [bcole@iml.org](mailto:bcole@iml.org) | personal: [brad.cole@hotmail.com](mailto:brad.cole@hotmail.com) | [www.iml.org](http://www.iml.org)



# News Release



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500 East Capital Avenue | P.O. Box 5180 | Springfield, IL 62705 | Phone: 217.525.1220 | Fax: 217.525.7438 | [www.iml.org](http://www.iml.org)

FOR IMMEDIATE RELEASE  
February 14, 2018

Contact: Brad Cole, Executive Director  
217.525.1220  
[BCole@iml.org](mailto:BCole@iml.org)

## Illinois Municipal League Statement in Response to Governor Rauner's Budget Address

**SPRINGFIELD** – The Illinois Municipal League issued the following statement in response to Governor Bruce Rauner's budget address and the proposed 10% cut to the Local Government Distribution Fund (LGDF):

"While we are aware of the challenges with our state's budget, the proposed cut to LGDF would directly impact core services for all Illinois citizens. If passed, this budget would disproportionately burden our public safety and public works departments and would likely force communities across Illinois to explore increases to other fees or taxes. Municipal governments have served as good stewards of taxpayer dollars. LGDF is the financial foundation that most communities build from to deal with tough economic times like we're experiencing now across the state. We are optimistic we can work with the legislature and administration to find a solution that works best for local communities and our state, but does not reduce their statutory funding or place more mandates on their programs and services," said Brad Cole, Executive Director of the Illinois Municipal League (IML).

The state has already made repeated cuts to LGDF. Prior to January 2011, 10% of total income tax collections were dedicated to LGDF for distribution to municipalities and counties. It was reduced from 10% to 6% following the enactment of the temporary income tax increase in 2011. In January 2015, the percentage share of state income tax revenue subsequently increased to 8% when the higher income tax rates declined, based upon the schedule established by the temporary income tax law. In July 2017, following the permanent increase to income tax, LGDF was reduced, said to be for one year only, to 5.45% of total collections for this fiscal year. The local government share is scheduled to increase to 6.06% in 2019 and thereafter unless the law is altered again.

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### **ABOUT THE ILLINOIS MUNICIPAL LEAGUE**

The Illinois Municipal League is the statewide organization representing local communities throughout Illinois. Founded in 1913, IML has worked continuously for the benefit of all 1,298 municipalities in Illinois to provide a formal voice on matters involving common interests.

# Memo

**To:** Mayor and City Council  
**From:** Mike Drella  
**CC:**  
**Date:** 01/30/2018  
**Re:** Appointment of Chief of Police

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We recently noticed an error in the published City of Belvidere Municipal Code. Prior to 2000, the appointing authority for many department heads was the City Administrator. That position was effectively eliminated in Mayor Brereton's first term and the office of Mayor returned to a full time position, vested with most appointing powers. Unfortunately, some specific code sections were not modified and still referenced the City Administrator.

In 2006, the City Council corrected that error with respect to the Chief of Police (Ordinance 778G) and specifically referenced the appointing authority as the Mayor. Unfortunately, the City of Belvidere Municipal Code does not reference that change. There were multiple changes in a short period to that code section as it is also the section that created the second Deputy Chief position a year later.

As such, we now recommend cleaning up the legislative history, and existing City Code, by adopting a new ordinance emphasizing the impact of Ordinance 778G that the Mayor is the appointing authority for the office of Police Chief.

I also recommend repealing Division 3 of Article III of Chapter 2 (Manager) (Sections 2-201 through 2-208) of the City of Belvidere Municipal Code. This Division created the office of the Manager (City Administrator) which has not been filled since prior to 2000. This will help prevent any future conflicts in our code.

# Memo

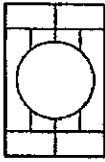
**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 2/21/2018  
**Re:** City Hall Roof Replacement

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Over the past few years there have been several leaks in the City Hall roof and its' condition continues to decline. With the latest snow and rain events we have had five separate areas of leaks. The existing spray foam roof needs to be replaced with a rubber membrane roof. Attached to this memo is a proposal from Ollman Ernest Martin Architects, in the amount of \$28,800.00, to provide the design documents required for bidding, permitting and construction of the new roof. The preliminary estimate for the roof replacement is \$400,000. The design of the new roof will include taking a core sample of the existing roof to determine if asbestos is present. If asbestos is present, an additional cost of up to \$75,000 could be incurred for the removal of that material.

I would recommend approval of the proposal from Ollman Ernest Martin Architects, in the amount of \$28,800.00, for architectural services for the City Hall Roof Replacement Project. The cost of this work will be paid for from water, sewer and general funds as follows:

Water:	\$9,600.00
Sewer:	\$9,600.00
General Fund:	\$9,600.00



**OLLMANN ERNEST MARTIN ARCHITECTS**  
 509 South State Street  
 Belvidere, Illinois 61008  
 815-544-7790 Phone  
 815-544-7792 Fax

February 21, 2018

Brent Anderson  
 City of Belvidere  
 401 Whitney Blvd  
 Belvidere, IL 61008

**Owner Architect Agreement for Reroof of existing City Hall in Belvidere, Illinois.**

**THIS AGREEMENT**, Made this 20th day of February 2018 by the City of Belvidere, hereinafter called the OWNER and Ollmann Ernest Martin Architects, PC, herein after called the Engineer;

**WITNESSETH**

That whereas the Owner intends to have the Architect provide architectural services to provide bid documents to reroof existing roof with an estimated cost of \$400,000, herein called the Project:

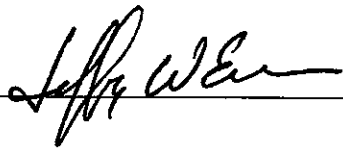
- A. Architect proposes to provide Construction Documents for: (5% of Construction cost) \$20,000.00
  - 1.1 Meet with the Owner as required to develop reroof requirements.
  - 1.2 Provide design documents as required for bidding, permit and construction.
  - 1.3 Provide Ad for Bid that owner can use to solicit bids
- B. Architect Construction Administration Assistance: (2% of Construction cost) \$8,000.00
  - 1.1 Review of Shop Drawings as necessary.
  - 1.2 Assistance with questions during demo and installation work.
  - 1.3 Perform final punch list review.
- C. Reimbursables:  
 Reimbursable costs based on 1.10 times the amounts expended by the Architect in the interest of the project. We believe an allowance sufficient for Architect's expenses on behalf of this project would be: \$800.00

Thank you for the opportunity to provide a proposal for this design work. If you have any questions, please contact me. Please see attached page 2 for terms, conditions and rates associated with this agreement

OWNER  
 City of Belvidere  
 401 Whitney Blvd  
 Belvidere Illinois 61008

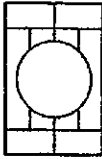
ARCHITECT  
 Ollmann Ernest Martin Architects PC  
 509 South State Street  
 Belvidere IL 61008

\_\_\_\_\_

  
 \_\_\_\_\_

Date \_\_\_\_\_

Date February 21, 2018



**OLLMANN ERNEST MARTIN ARCHITECTS**

509 South State Street  
Belvidere, Illinois 61008  
815-544-7790 Phone  
815-544-7792 Fax

**AGREEMENT FOR THE PROVISIONS OF LIMITED PROFESSIONAL SERVICES  
STANDARD TERMS AND CONDITIONS**

**Owners Responsibility**

1. The Owner shall:
  - a. The Owner shall perform bidding services.
  - b. Provide access to the site for all necessary activities required for the Architect to perform their work.
  - c. Supply any available information regarding project requirements.
  - d. The Owner shall submit and obtain building permit.
  - e. Purchase Builders Risk Insurance.
  - f. Contract for signage separately.
  - g. Pay for all permits separately from the architect's proposal
  - h. Obtain title company services from others if needed.
  - i. Removal of Asbestos or other harmful materials should be handled directly by Owner with abatement contractor.

**Compensation**

1. Where compensation shall be hourly basis, or for additional services, the following fee schedule shall apply:
 

a. Clerical	\$70.00/hour	f. Project Manager	\$120.50/hour
b. Accounting	\$82.00/hour	g. Project Architect	\$120.50/hour
c. Interior Designer	\$87.00/hour	h. Structural Engineer	\$125.50/hour
d. Intern Architect	\$55.00/hour	i. MEP Engineer	\$125.50/hour
e. Spec Writer	\$115.50/hour	j. Principal	\$155.00/hour
2. Compensation for reimbursable expenses as described below shall be based on 1.10 times the amounts expended by the Architect in the interest of the project. Including but not limited to Expenses for out-of-town travel in connection with the Project @ \$.54/mile, Long distance communications, Reproductions and photography, Postage.

**Changes and Additional Services**

If the Architect is asked to perform services in addition to those listed herein by reason of changes ordered by the Owner, or for project(s) not listed, the Architect shall receive compensation for these additional services in accordance with the hourly rates in section Compensation or on the basis of fixed fees.

**Payment**

Payments to the Architect shall be made monthly and shall be in proportion to services performed and within 30 days after presentation of Architect's invoice. Bills unpaid after 30 days shall be subject to 1.5% or legal rate on unpaid balances. Any amount unpaid after 90 days of a billing date, the owner shall pay all costs of collection, including reasonable attorney's fees.

**Limitation of Liability**

In recognition of the relative risks, rewards and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, the Architect's total liability to the Owner for any injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed 2 times the contract amount between the Owner and the Architect. Such causes include, but not limited to, the Architects negligence, errors, omissions, strict liability, breach of contract or breach of warranty

**Termination of Agreement**

This agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others other than the Architect or discontinued, at the Owner's request, the Architect shall be paid for services performed to termination date, including reimbursements then due.

**Ownership of Documents**

Ownership of documents as instruments of service is and shall remain the property of the Architect.

**Successors and Assigns**

The Owner and the Architect respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party to the Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in the Agreement without the written consent of the other.

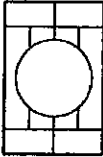
# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 2/21/2018  
**Re:** Main Equipment Building Boiler Replacement- WWTP

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The 1986 Bryan Flex Tube boiler that provides the heat in the main equipment building at the WWTP is beyond repair and needs to be replaced. The estimated cost to complete this work is \$40,000. Attached to this memo is a proposal from Ollmann Ernest Martin Architects, in the amount of \$4,500.00, to provide architectural services for replacing the main equipment building boiler.

I would recommend approval of the proposal from Ollmann Ernest Martin Architects, in the amount of \$4,500.00, for architectural services to complete the boiler replacement in the main equipment building at the WWTP. This work will be paid for from Sewer Line Item #61-5-820-6010.



**OLLMANN ERNEST MARTIN ARCHITECTS**

509 South State Street  
Belvidere, Illinois 61008  
815-544-7790 Phone  
815-544-7792 Fax

February 19, 2018

Brent Anderson  
City of Belvidere  
401 Whitney Blvd  
Belvidere, IL 61008

**Owner Architect Agreement for Boiler Replacement (swap old boiler for new boiler with same capacity) at Waste Water Treatment Plant in Belvidere, Illinois.**

**THIS AGREEMENT**, Made this 19th day of February 2018 by the City of Belvidere, hereinafter called the OWNER and Ollmann Ernest Martin Architects, PC, herein after called the Engineer;

**WITNESSETH,**

That whereas the Owner intends to have the Architect provide limited engineering services to provide bid documents to replace existing boiler, herein called the Project:

- A. Architect proposes to provide Construction Documents for: **\$3,500.00**
  - 1.1 Provide Owner with Boiler style options to consider
  - 1.2 Provide design documents as required for bidding, permit and construction
  - 1.3 Provide Ad for Bid that owner can use to solicit bids

- B. Architect Construction Administration Assistance: **\$500.00**
  - 1.1.1 Provide review of architect related shop drawings.
  - 1.1.2 Punch list for architect related construction.

- C. Reimbursables:  
Reimbursable costs based on 1.10 times the amounts expended by the Architect in the interest of the project. We believe that the majority of these required expenses will be covered by Owner's consulting engineer's contract. We believe an allowance sufficient for Architect's expenses on behalf of this project would be: **\$500.00**

Thank you for the opportunity to provide a proposal for this design work. If you have any questions, please contact me. Please see attached page 2 for terms, conditions and rates associated with this agreement

OWNER  
City of Belvidere  
401 Whitney Blvd  
Belvidere Illinois 61008

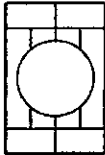
ARCHITECT  
Ollmann Ernest Martin Architects PC  
509 South State Street  
Belvidere IL 61008

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date February 19, 2018



**OLLMANN ERNEST MARTIN ARCHITECTS**

509 South State Street  
Belvidere, Illinois 61008  
815-544-7790 Phone  
815-544-7792 Fax

**AGREEMENT FOR THE PROVISIONS OF LIMITED PROFESSIONAL SERVICES  
STANDARD TERMS AND CONDITIONS**

**Owners Responsibility**

1. The Owner shall:
  - a. Hire a process consulting engineer separate from architect's proposal.
  - b. Provide access to the site for all necessary activities required for the Architect to perform their work.
  - c. Supply any available information regarding project requirements.
  - d. Purchase Builders Risk Insurance.
  - e. Contract for signage separately.
  - f. Contract phone, data, and security/alarm and cable systems separately.
  - g. Pay for all permits separately from the architects proposal
  - h. Obtain title company services from others if needed.
  - i. Provide process information from process engineer required for completion of listed tasks.
  - j. Provide any necessary soil investigations.

**Compensation**

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