



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

Aldersperson Natalie Mulhall	Chairman Building
Aldersperson Sandra Gramkowski	Vice-Chairman Building
Aldersperson Wendy Frank	Chairman Finance and Personnel
Aldersperson Ric Brereton	Vice-Chairman Finance and Personnel
Aldersperson Mike McGee	Chairman Planning & Zoning
Aldersperson Clayton Stevens	Vice-Chairman Planning & Zoning
Aldersperson Matthew Fleury	Chairman Public Safety
Aldersperson John Albertini	Vice-Chairman Public Safety
Aldersperson Rory Peterson	Chairman Public Works
Aldersperson Marsha Freeman	Vice-Chairman Public Works

**AGENDA**

April 14, 2025  
6:00 p.m.  
City Council Chambers  
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Building, Planning & Zoning, Unfinished Business: None.
2. Building, Planning & Zoning, New Business:
  - A. Building Department – Update.
  - B. Building – Independent Contractor Agreement for Plumbing Inspection Services.
  - C. Building – Independent Contractor Agreement for Electrical Inspection Services.
  - D. Planning Department – Update.
3. Public Works, Unfinished Business:
4. Public Works, New Business:
  - A. Public Works Department – Update.
  - B. 2025 Mowing Program Bid Tabulation.
  - C. 2025 Landscape Maintenance Bid Tabulation.
  - D. 2025 Tree Program Bid Tabulation.
  - E. 2025 Sidewalk Replacement Program Bid Tabulation.
  - F. Tornado Sirens 2025 Maintenance Agreement – Braniff Communications.
  - G. Purchase of Stump Grinder – Street Department.
  - H. Purchase of Trailer for Stump Grinder – Street Department.
  - I. Purchase of Brush Mulching Attachment – Street Department.
  - J. Water System Study and Model Update – Water Department.
  - K. 10 Yard Dump Truck Purchase – Water Department.
  - L. Sidewalk Waiver for Belvidere Retail Subdivision.
  - M. Brownfield Proposal for Landfill #2 Annual Services.
5. Other, Unfinished Business: None.
6. Other, New Business:
  - A. Finance - Safety & Infrastructure Director’s Grant.
  - B. Police - Accept Donation and Approve K9 Purchase.
  - C. Police - Accept Donation and Authorize Contract Sale of K-9 Xilo.
  - D. Police – Purchase of a Recruitment Video.
  - E. Special Olympics Athlete Parade Request by Belvidere Park District.
7. Adjournment:

INDEPENDENT CONTRACTOR AGREEMENT  
FOR PLUMBING INSPECTION SERVICES

WHEREAS, the City of Belvidere (the City) operates a Building Department which, in part, inspects plumbing systems for new construction and existing buildings; and

WHEREAS, the City finds it desirable to enter into an independent contractor relationship to provide for plumbing inspections; and

WHEREAS, John P. Adee (hereinafter Inspector) is a licensed plumber in the State of Illinois; and

WHEREAS, Inspector desires to provide inspection services to the City on an independent contractor basis as a plumbing inspector; and

NOW THEREFORE, IT IS Agreed between the City of Belvidere and Inspector as follows:

- 1) The foregoing recitals are incorporated herein as if fully set forth by this reference.
- 2) The inspector warrants that inspector has and will maintain in full force and effect all required certifications and licenses necessary to perform the services under this Agreement.
- 3) Inspector agrees to provide plumbing inspection services for the City of Belvidere. As a part of such inspections, Inspector shall prepare and provide City with such reports and forms required by City ordinance, state statute, and such further forms and reports as reasonably required by the City. Further, Inspector agrees to attend and participate in such meetings relating to specific plumbing projects and inspections as reasonably required by the City.
- 4) Inspector agrees and recognizes that these services will be provided as an independent contractor on a non-employee contract basis. Inspector shall be responsible for determining the method of conducting all inspections.
- 5) Inspector agrees that all inspections performed will be performed in compliance with all Ordinances, Codes and policies (either written or oral) of the City of Belvidere and its Building Department and all statutes of the State of Illinois. All inspections will be performed promptly (within 48 hours) upon request of the City. Inspector agrees to notify the City of Belvidere Building Inspector of any period in which Inspector will be unavailable to perform inspection services (including, but not limited to vacations, extended illness etc.). In the event Inspector is not available to perform inspection services and the City is required (due to Inspector's unavailability) to obtain an alternative inspection service, Inspector shall reimburse the City in the amount of \$92.00 per day that the City obtains an alternative inspector.
- 6) Inspector shall perform all plumbing inspections (both residential and other inspections) as required by the City. As compensation for said inspections, the

City shall pay Inspector the flat fee of \$18,035 per year. Said fee shall be paid in 12 equal installments on a monthly basis. Inspector shall invoice the City monthly for the services.

- 7) Inspector agrees that he is an independent contractor and not an employee of the City. Inspector shall not represent himself/herself to any third party as a City Employee but instead as the City's Contract Plumbing Inspector. Inspector is not bound by an employment relationship to comply with the City's personnel manual. However, Inspector agrees to comply with the City's ethics ordinance (and all other City ordinances). Inspector shall be solely responsible for all income taxes and other taxes.
- 8) Inspector agrees to maintain in full force and effect general commercial liability and automobile insurance with limits not less than the amounts set forth in Exhibit A and shall cause the City of Belvidere to be named as an additional insured on all insurance policies. Further, Inspector agrees to indemnify and hold the City harmless from any and all claims, injuries, and causes of action arising from Inspector's actions, or failure to act, in any way related to this Agreement or Inspector's services hereunder, excepting those claims, arising solely from the City's own actions or failure to act.
- 9) This Agreement shall expire on April 30, 2026, but shall automatically renew for subsequent one (1) year terms (through the subsequent April 30) unless terminated as set forth herein. Either party may terminate this Agreement for any reason or no reason at all upon 5 days written notice. If the City terminates the Agreement due to a violation arising under Section 7 above, no notice is necessary and this Agreement may be immediately terminated. In the event the Agreement is terminated prior to its term, Inspector shall only be entitled to a prorated portion of his/her annual inspection flat fee.
- 10) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 11) The Agreement may not be modified or amended without the written consent of the City and the Inspector.
- 12) If any portion of this Agreement is deemed invalid or ineffective by a court of competent jurisdiction, such provision or portion shall be ineffective only to the extent of said invalidity without invalidating or affecting the remainder of such provision or remaining provisions of the Agreement.

Dated:

By: John P. Adee

By: City of Belvidere

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

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

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

Minimum Insurance required of all contractors and vendors:

**Comprehensive General Liability:**

Bodily Injury	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage	\$ 500,000 each occurrence
	Or
	\$1,000,000 combined single limit \$3,000,000 aggregate limit

Combined Form  
Premises – Operations  
Explosion Collapse Hazard  
Underground Hazard  
Products/Completed Operations  
Contractual Insurance  
Broad Form Property Damage  
Independent Contractors

**Automobile Liability:**

Bodily Injury	\$ 500,000 each person \$1,000,000 each accident
Property Damage	\$ 250,000 or \$1,000,000 combined single limit

**Worker's Compensation:**

- A. Statutory
- B. Employer's Liability: \$1,000,000

Certificates of Insurance must be provided to the City listing the City of Belvidere as an additional insured.

INDEMNIFICATION – Indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part

by a negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City or any of its agents or employees of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way, by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts. The obligation of the contractor shall not extend to the liability of the City or its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the City, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

INDEPENDENT CONTRACTOR AGREEMENT  
FOR ELECTRICAL INSPECTION SERVICES

WHEREAS, the City of Belvidere (the City) operates a Building Department which, in part, inspects electrical systems for new construction and existing buildings; and

WHEREAS, the City finds it desirable to enter into an independent contractor relationship to provide for electrical inspections; and

WHEREAS, R & R Electric is a partnership of licensed electricians in the State of Illinois with employees being licensed electricians; and

WHEREAS, R & R Electric desires to provide electrical and other inspection services as assigned to the City on a contract basis.

NOW THEREFORE, IT IS Agreed between the City of Belvidere and R & R Electric (hereinafter Inspector) as follows:

- 1) The foregoing recitals are incorporated herein as if fully set forth by this reference.
- 2) The Inspector warrants that Inspector has and will maintain in full force and effect all required certifications and licenses necessary to perform the services under this Agreement.
- 3) Inspector agrees to provide electrical and other inspection services, as assigned, for the City of Belvidere. As a part of such inspections, Inspector shall prepare and provide City with such reports and forms required by City ordinance, State statute, and such further forms and reports as reasonably required by the City. Further, Inspector agrees to attend and participate in such meetings relating to specific projects and inspections as reasonably required by the City.
- 4) Inspector agrees and recognizes that these services will be provided as an independent contractor on a non-employee contract basis. Inspector shall be responsible for determining the method of conducting all inspections and other work and shall solely be responsible for the conduct of such inspections and work.
- 5) Inspector agrees that all inspections and work performed will be performed in compliance with all Ordinances, Codes and policies (either written or oral) of the City of Belvidere, its Building Department and all statutes of the State of Illinois. All inspections and work will be performed promptly (within 48 hours) upon request of the City. Inspector agrees that any employee assigned to conduct inspections for the City will have and maintain all necessary licenses of the State of Illinois and will be reasonably acceptable to the City. Prior to assigning any new employee to a City inspection or project, Inspector will inform the City of the new employee and seek the City's approval of the employee, which approval will not be unreasonably withheld. Inspector shall notify the City of Belvidere Building Inspector of any period in which neither Inspector nor any of its employees will be unavailable to perform services. In the event Inspector is not available to perform services and the City is required (due to Inspector's unavailability) to obtain an alternative service,

Inspector shall reimburse the City in the amount of \$128.00 per day that the City obtains an alternative service provider.

- 6) Inspector shall perform all inspections and other work (both residential and other inspections) as required by the City. As compensation for said inspections, the City shall pay Inspector the flat fee of \$21,291.00 per year. Said fee shall be paid in 12 equal installments on a monthly basis.
- 7) Inspector agrees that Inspector is not an employee of the City but provides contract services to the City. Inspector, and Inspector's employees, shall not represent themselves to any third party as a City employee but instead as the City's Contract Inspectors/Service Providers. Inspector is not bound by an employment relationship to comply with the City's personnel manual. However, Inspector agrees to comply with the City's ethics ordinance (and all other City ordinances). Inspector shall be solely responsible for all income taxes and other taxes for Inspector and its employees.
- 8) Inspector agrees to maintain in full force and effect general commercial liability and automobile insurance with limits not less than the amounts set forth in Exhibit A and shall cause the City of Belvidere to be named as an additional insured on all insurance policies. Further, Inspector agrees to indemnify and hold the City harmless from any and all claims, injuries, and causes of action arising from Inspector's actions, or failure to act, in any way related to this Agreement or Inspector's services hereunder, excepting those claims, arising solely from the City's own actions or failure to act.
- 9) This Agreement shall expire on April 30, 2026 but shall automatically renew for subsequent one (1) year terms (through the subsequent April 30) unless terminated as provided herein. Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason at all upon 5 days written notice. In the event the Agreement is terminated prior to its term, Inspector shall only be entitled to a prorated portion of his/her annual inspection flat fee.
- 10) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 11) The Agreement may not be modified or amended without the written consent of the City and the Inspector.
- 12) If any portion of this Agreement is deemed invalid or ineffective by a court of competent jurisdiction, such provision or portion shall be ineffective only to the extent of said invalidity without invalidating or affecting the remainder of such provision or remaining provisions of the Agreement.

Dated:

By: R & R Electric

By: The City of Belvidere

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

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



EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

Minimum Insurance required of all contractors and vendors:

**Comprehensive General Liability:**

Bodily Injury	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage	\$ 500,000 each occurrence
	Or
	\$1,000,000 combined single limit \$3,000,000 aggregate limit

Combined Form  
Premises – Operations  
Explosion Collapse Hazard  
Underground Hazard  
Products/Completed Operations  
Contractual Insurance  
Broad Form Property Damage  
Independent Contractors

**Automobile Liability:**

Bodily Injury	\$ 500,000 each person \$1,000,000 each accident
Property Damage	\$ 250,000 or \$1,000,000 combined single limit

**Worker's Compensation:**

- A. Statutory
- B. Employer's Liability: \$1,000,000

Certificates of Insurance must be provided to the City listing the City of Belvidere as an additional insured.

INDEMNIFICATION – Indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part

by a negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City or any of its agents or employees of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way, by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts. The obligation of the contractor shall not extend to the liability of the City or its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the City, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 4/1/2025  
**Re:** 2025 Mowing Program Bid Tabulation

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The following bids were received for the mowing of Water Department properties, Public Works properties and the Farmington Ponds:

- |   |   |
|---|---|
| 1. Langton Group<br>4510 Dean St<br>Woodstock, IL 60098                 | Water: \$87.00 per mowing, \$277.50 herbicide<br>Public Works: \$568.40 per mowing, \$2,131.50 herbicide<br>Ponds: \$316.54 per mowing, \$678.30 herbicide      |
| 2. LawnCare by Walter, Inc.<br>1515 S Meridian Rd<br>Rockford, IL 61102 | Water: \$620.00 per mowing, \$984.00 herbicide<br>Public Works: \$1,650.00 per mowing, \$4,038.00 herbicide<br>Ponds: \$410.00 per mowing, \$1,200.00 herbicide |

Based on review of the bids, I would recommend the following:

Approval of the low bid from Langton Group, in the amount of \$87.00 per mowing, for the mowing of Water Department Sites. This work will be paid from Water Department Line Item #61-5-810-6040.

2024: \$600.00 per mowing  
2023: \$470.00 per mowing  
2022: \$420.00 per mowing

Approval of the low bid from Langton Group, in the amount of \$568.40 per mowing, for the mowing of the Public Works Sites. This work will be paid from Street Department Line Item #01-5-310-6002.

2024: \$900.00 per mowing  
2023: \$850.00 per mowing  
2022: \$800.00 per mowing

Approval of the low bid from Langton Group, in the amount of \$316.54 per mowing, for the Farmington Ponds. This work will be paid from the Farmington Pond Maintenance Fund.

2024: \$410.00 per mowing  
2023: \$250.00 per mowing  
2022: \$225.00 per mowing

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 4/1/2025  
**Re:** 2025 Landscape Maintenance Bid Tabulation

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The following bids were received for the 2025 landscape maintenance program:

- |  |             |
|--|-------------|
| 1. Lawn Maintenance Services<br>3344 Garden Prairie Road<br>Garden Prairie, IL 61038 | \$24,916.00 |
| 2. LawnCare by Walter, Inc.<br>1515 S Meridian Rd<br>Rockford, Illinois 61102        | \$28,904.00 |

I would recommend approval of the low bid from Lawn Maintenance Services, in the amount of \$24,916.00, for the 2025 landscape maintenance program. This work will be paid for from Street Department Line Items #01-5-310-6002 and #01-5-310-6826.

2024 Price: \$23,480.00  
2023 Price: \$22,690.00  
2022 Price: \$21,775.00  
2021 Price: \$23,404.98  
2020 Price: \$23,705.00

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 4/1/2025  
**Re:** 2025 Tree Program Bid Tabulation

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The following bids were received for the 2025 Tree Work Program:

- |   |             |
|---|-------------|
| 1. Minnihhan's Tree Service<br>2785 Garden Prairie Rd<br>Garden Prairie, IL 61038 | \$56,000.00 |
| 2. Tree Care Enterprises, Inc.<br>5563 Kilburn Ave<br>Rockford, IL 61101          | \$57,200.00 |

I would recommend approval of the low bid from Minnihhan's Tree Service, in the amount of \$56,000.00, for tree work from May 1, 2025 to April 30, 2026 for the City of Belvidere.

The unit prices for this contract are as follows:

	2025	2024	2023
1. Tree Removal (6" to 15" Dia)	\$10.00/InDia	\$22.00/InDia	\$17.00/In Dia
2. Tree Removal (Over 15" Dia)	\$45.00/InDia	\$44.00/InDia	\$34.00/In Dia

This work will be paid for from Forestry Funds. The budget for this work is \$65,000.00.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 4/1/2025  
**Re:** 2025 Sidewalk Replacement Program Bid Tabulation

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The following bid was received for the City's annual sidewalk replacement program:

Bidder	Amount
1. Alliance Contractors Inc. 1166 Lake Avenue Woodstock, IL 60098	\$549,410.00

The unit prices are \$32.05/sf for removal and replacement of 4" sidewalk and \$33.60/sf for removal and replacement of 6" sidewalk. Below are the unit prices for this contract the previous 5 years:

- 2024 unit prices: \$12.00/sf for 4" and \$10.00/sf for 6"
- 2023 unit prices: \$11.00/sf for 4" and \$10.80/sf for 6"
- 2022 unit prices: \$8.10/sf for 4" and \$7.10/sf for 6"
- 2021 unit prices: \$8.15/sf for 4" and \$7.20/sf for 6"
- 2020 unit prices: \$8.73/sf for 4" and \$7.50/sf for 6"

The total contract amount for the 2024 Sidewalk Replacement Program was \$216,250.00. The above bid amount is a 254% increase from the previous year.

I would therefore recommend that the 2025 Sidewalk Replacement Program bid received be rejected and rebid at a future date.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 4/4/2025  
**Re:** Tornado Sirens 2025 Maintenance Agreement – Braniff Communications

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Attached is the proposal from Braniff Communications for the 2025 maintenance of the Tornado Warning Siren System. The maintenance agreement covers all nine sirens.

The following is a comparison of costs from previous agreements:

<u>2023 Cost</u>	<u>2024 Cost</u>	<u>2025 Cost</u>
\$6,030.00	\$6,300.00	\$6,690.00

I would recommend approval of the 2025 Outdoor Warning Siren System annual preventative maintenance agreement with Braniff Communications in the amount of \$6,690.00. This cost will be paid for from Line Item #01-5-240-7900.



*Your Turn-Key Project Source for Audible and Visual Emergency Alerting,  
Notification and Communications Systems*

April 1, 2025

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

**RE: Outdoor Warning Siren System Annual Preventative Maintenance Agreement  
Renewal - Agreement No.: PMA-050191B**

Dear Mayor Morris:

Please find enclosed our Invoice #0035941 itemizing the renewal of our Preventative Maintenance Agreement for the Outdoor Warning Siren System in the City of Belvidere for the period from May 1, 2025 thru April 30, 2026. This will continue your coverage of your existing sirens for a period of one (1) year. We will continue our maintenance program as outlined on the enclosed Agreement and Addendum A documents.

Please sign both copies of the enclosed Agreement, as well as the applicable Addendum(s), retain one (1) signed original for your records and return one (1) signed original with a check or purchase order if required, no later than April 30, 2025 so that your coverage will not be interrupted. In the event we do not receive the signed agreement renewal prior to April 30, 2025, the agreement will expire and any requested service to the siren system will be performed on a time and material basis until the agreement is renewed.

On behalf of Braniff Communications, Inc., I would like to thank you for granting our firm the opportunity to provide the City of Belvidere with the enclosed Maintenance Agreement renewal and extend our sincerest interests in assisting you with the long-term future support and maintenance of the Outdoor Warning Siren System equipment. We truly appreciate your business.

Should you have any questions or if Braniff Communications, Inc. can offer any further assistance, please don't hesitate to contact us at your earliest convenience.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jeffrey M. Ryba', is written over a horizontal line.

Jeffrey M. Ryba  
President

Encl.



**BRANIFF COMMUNICATIONS, INC.**  
 4741 W. 136<sup>TH</sup> ST., CRESTWOOD, ILLINOIS 60418  
 VOICE: (708) 597-3200 FAX: (708) 597-3307

**AGREEMENT NO.: PMA-050191B**  
**OUTDOOR WARNING SIREN SYSTEM**  
**PREVENTATIVE MAINTENANCE SERVICE AGREEMENT**

CUSTOMER NAME <b>CITY OF BELVIDERE</b>			AGREEMENT DATE: <b>4/1/2025</b>	AGREEMENT TYPE <input type="checkbox"/> NEW <input checked="" type="checkbox"/> RENEWAL	
BILL TO ADDRESS <b>401 WHITNEY BLVD</b>			AGREEMENT COVERAGE PERIOD <b>5/1/2025 - 4/30/2026</b>		
CITY <b>BELVIDERE</b>	STATE <b>IL</b>	ZIP CODE <b>61008</b>	MAINTENANCE INSPECTION INTERVAL <input checked="" type="checkbox"/> ANNUAL <input type="checkbox"/> OTHER		SERVICE TYPE/COVERAGE <input type="checkbox"/> T&M <input checked="" type="checkbox"/> AGREEMENT
ADMINISTRATIVE CONTACT NAME <b>MAYOR CLINTON MORRIS</b>		PHONE <b>815-547-5210</b>	APPLICABLE ADDENDUMS <input type="checkbox"/> NONE <input checked="" type="checkbox"/> ADDENDUM A <input type="checkbox"/> ADDENDUM B		
INSPECTION REPORT CONTACT NAME <b>SARAH TURNIPSEED</b>			MAINTENANCE TO BE PERFORMED BY THE FOLLOWING FACILITY	NAME <b>BRANIFF COMMUNICATIONS, INC.</b>	
INSPECTION REPORT CONTACT E-MAIL <b>CITYCLERK@CI.BELIVEDERE.IL.US</b>				ADDRESS <b>4741 WEST 136<sup>TH</sup> STREET</b>	
				CITY <b>CRESTWOOD</b>	STATE <b>IL</b>
			CONTACT <b>SERVICE DEPT.</b>	PHONE <b>708-597-3200</b>	FAX <b>708-597-3307</b>

QTY.	MODEL DESCRIPTION AND SITE LOCATION	PER UNIT	EXTENDED
9.00	FEDERAL SIGNAL 2001 SERIES, AC/DC OPERATED, OUTDOOR WARNING SIRENS COMPLETE WITH ALL RELATED POLE-MOUNTED SIREN MOTOR/RF CONTROLS AND ELECTRICAL DISTRIBUTION EQUIPMENT, INCLUDING BATTERIES, AT THE FOLLOWING SITE LOCATIONS:  MAIN & PERRY (BOONE COUNTY COURTHOUSE) GENOA ROAD & PERSSONS WYCLIFF ESTATES ON GENOA RD. NEWBURG WATER TREATMENT PLANT 900 CRYSLER DRIVE LAKE SHORE & HIGHLINE NEWBURG @ IMRON BONUS AVENUE WATER BEND DR. & RUSTIC WATERS CT.	\$740.00	\$6,660.00
<b>TOTAL AMOUNT OF MAINTENANCE AGREEMENT</b>			<b>\$6,660.00</b>

PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT.

CUSTOMER AGENT / REPRESENTATIVE (PRINT NAME)	BRANIFF COMMUNICATIONS, INC.
SIGNATURE	<b>JEFFREY M. RYBA, PRESIDENT</b> 
DATE	<b>4/1/2025</b>



## TERMS AND CONDITIONS

This Maintenance Service Agreement, (this Agreement), is between BRANIFF COMMUNICATIONS, INC., a corporation, ("BRANIFF") and the ("CUSTOMER") as indicated on the reverse side of this Agreement. In consideration of the mutual agreement herein contained, BRANIFF and the CUSTOMER agree as follows:

1.) Subject to the terms and provisions of this Agreement, BRANIFF, hereby agrees to maintain and service equipment, (the OUTDOOR WARNING SIREN EQUIPMENT), described on the reverse side of this Agreement including the referenced and/or attached Addendum(s) beginning and ending on the dates indicated.

2.) CUSTOMER hereby agrees to pay BRANIFF the total of annual charge(s) set forth on the reverse side for the term of this Agreement in one or more annual payment(s), due on the date(s) hereof. In addition CUSTOMER shall pay for any applicable sales, use, excise or other taxes, if any, which may be imposed upon the furnishings of parts, components or services pursuant of this Agreement. In cases where the CUSTOMER is exempt from such taxes, an exemption certificate must be furnished by CUSTOMER.

3.) After the term of this Agreement, this Agreement may be renewed by mutual agreement of the parties, in writing. BRANIFF shall have the option to change and/or revise annual charges for the Agreement renewal and shall notify CUSTOMER of such revisions within thirty (30) day written notice from end of the Agreement term.

4.) BRANIFF shall perform its obligation hereunder during normal business hours at the location(s) of the equipment as provided by the CUSTOMER and indicated on the reverse side of this Agreement in accordance with the referenced and/or attached Addendum(s) of this Agreement as outlined on our inspection reports pertaining to each siren.

5.) The service to be performed by BRANIFF hereunder shall consist of repair or replacement of the EQUIPMENT and parts and components thereof which have malfunctioned or become inoperative in normal wear and usage as outlined on referenced and/or attached Addendum(s), but shall not include interface equipment or, in the instance of radio products, antennas, external microphones and other accessory items. This Agreement does not extend to repair or replacement of the EQUIPMENT or parts or components thereof which have malfunctioned or become inoperative for any other reason, including but not limited to misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty, or modification or alteration by any party other than BRANIFF.

6.) BRANIFF'S obligation to service the EQUIPMENT pursuant to this Agreement shall consist of its obligation of repair or replacement herein above set forth. In the event of any breach of such obligation by BRANIFF, CUSTOMER'S sole remedy shall be to terminate this Agreement and receive from BRANIFF the lesser of: (i) the actual and reasonable cost of such repair or replacement by another party; or (ii) the monthly charges theretofore paid by CUSTOMER in respect of such of the EQUIPMENT for which breach is claimed by CUSTOMER. In no event shall BRANIFF be responsible for consequential damages or other damages, such as, but not limited to, loss of profits, cost of purchasing or renting replacement equipment, or loss of use of the EQUIPMENT or the site where the EQUIPMENT is installed. This limitation on the liability of BRANIFF shall not extend to any claim for damages arising out of injury to person or property directly and proximately caused by the EQUIPMENT.

7.) BRANIFF shall perform its obligation hereunder at the sites as designated by the CUSTOMER. The CUSTOMER shall be responsible for providing access to the EQUIPMENT as well as providing a safe and suitable working site, and shall be responsible for additional costs or expenses incurred by BRANIFF in performing services at such site(s), including, but not limited to transportation costs, temporary equipment rentals, employee overtime, and additional labor costs resulting from utilization of local union workmen to conform with any agreement or other requirements affecting such work site(s).

8.) Any item of the EQUIPMENT which is not new or which has not been subject to a maintenance service agreement with BRANIFF immediately prior to this Agreement shall be inspected by BRANIFF at CUSTOMER'S request and restored to operative condition at the expense of CUSTOMER. In the event that BRANIFF is unable to restore the EQUIPMENT to operative condition, then effective upon the date of notice of such fact to CUSTOMER, this Agreement shall be terminated as to such EQUIPMENT and the charges hereunder equitably reduced. Such termination shall have no effect as to any other EQUIPMENT herein above specified, and in addition, CUSTOMER shall pay BRANIFF its reasonable charges for parts and labor expended in its attempt to restore such EQUIPMENT to operative condition.

9.) BRANIFF warrants that parts, components and services furnished pursuant to this Agreement shall be commercially free from defects of material and workmanship at the time EQUIPMENT is being serviced. Any claim for breach of this warranty shall be ineffective unless written notice thereof shall be given to BRANIFF within the period of one year from the date hereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.

10.) BRANIFF shall use reasonable diligence to perform its obligation hereunder on a commercially timely basis but subject to delays or failure resulting from fire, war, labor disputes, acts of God, governmental regulations, commercial shortages, component or material unavailability, weather conditions, and other causes beyond its reasonable control. Performance by BRANIFF is further conditioned upon complete information or instructions being furnished by CUSTOMER regarding inoperative or malfunctioning conditions of the EQUIPMENT and possible causes thereof.

11.) BRANIFF shall be responsible for all loss of or damage to the EQUIPMENT while in the possession of BRANIFF and CUSTOMER shall be responsible for all loss of or damage to the EQUIPMENT while in transit to or from BRANIFF'S Service Shop designated pursuant to this Agreement. Notwithstanding the foregoing, unless otherwise instructed by CUSTOMER, BRANIFF shall insure return shipments of the EQUIPMENT to CUSTOMER for not less than replacement value thereof and the cost of such insurance shall be billed to and paid for by the CUSTOMER.

12.) CUSTOMER represents and warrants that: (i) CUSTOMER owns the EQUIPMENT or has full right of possession and use thereof throughout the term of this Agreement; (ii) CUSTOMER has full power and authority to enter into this Agreement; and (iii) the performance of this Agreement by BRANIFF as herein above set forth will not violate any contracts or arrangements to which CUSTOMER is a party or which may be binding upon CUSTOMER.

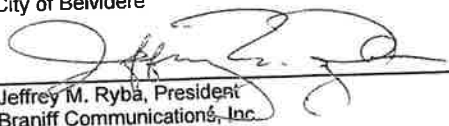
13.) This Agreement may be terminated: (i) by either party hereto in whole or in part as to less than all items of the EQUIPMENT upon giving the other party ninety (90) days advance written notice of its intent to terminate; or (ii) by CUSTOMER upon giving BRANIFF written notice thereof within 15 days after BRANIFF shall have designated a different service facility pursuant to paragraph 3 hereof. Upon the effective date of any such termination all rights and obligations hereunder shall cease and terminate except that: (i) BRANIFF shall complete all services herein required of it with respect to EQUIPMENT theretofore delivered to BRANIFF and shall return same to CUSTOMER; (ii) CUSTOMER shall pay for all charges or other costs accruing prior to the effective date of termination or with respect to EQUIPMENT thereafter returned to CUSTOMER by BRANIFF; and (iii) BRANIFF shall return to CUSTOMER all payments made by CUSTOMER applicable to terminated maintenance services to have been rendered by BRANIFF subsequent to the effective date of termination.

14.) This Agreement constitutes the only agreement between BRANIFF and CUSTOMER respecting the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral. This Agreement may not be amended or modified except in a writing signed by BRANIFF and CUSTOMER. Neither party may assign any rights hereunder without the prior written consent of the other. This Agreement shall be solely for the benefit of BRANIFF and CUSTOMER and no other party shall have any rights hereunder.

ADDENDUM A  
AGREEMENT NO. PMA-050191B  
OUTDOOR WARNING SIREN SYSTEM  
PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

- A.1 PREVENTATIVE MAINTENANCE INSPECTION INTERVAL AND COVERAGE
- A.1.1 Pricing itemized in this agreement includes an annual, on-site preventative maintenance inspection visit at each of the nine (9) warning siren sites in the City of Belvidere.
- A.1.2 Pricing itemized in this agreement includes all applicable travel time associated with the on-site, preventative maintenance inspections.
- A.1.3 In addition to the on-site preventative maintenance inspection(s), Braniff Communications, Inc. shall provide field service repair in the event of equipment failure(s) discovered during regular monthly testing of the system or other system testing and/or monitoring procedures and shall respond to such service requests within 72 hours, weather permitting. These repairs, caused by normal wear and tear and necessary to maintain the preparedness of the warning system, include all applicable travel and on-site repair labor. Also included, are all required minor replacement parts such as switches, relays, belts, fuses, semiconductors, or any minor part with a published list price of \$50.00 or less. The loss of electrical service power at/to the warning siren site is not a covered repair.
- A.1.4 This Preventative Maintenance Service Agreement does not include the replacement of major warning siren components, including the repair labor associated with the replacement of these components, including but not limited to;
- A.1.4.1 RF Siren Controller including FM Receiver, Tone Decoder and Timer
- A.1.4.2 Main Siren Horn Assembly
- A.1.4.3 Siren Chopper Motor Assembly
- A.1.4.4 Chopper Housing Assembly (T-1000/1003 & 2001 Series)
- A.1.4.5 Siren Rotator Motor/Gear Reducer Main Assembly
- A.1.4.6 Blower Motor/Pump/Housing Assembly (T1000/1003 Series)
- A.1.4.7 Pole-Mounted Enclosures, including Motor Controls and Battery Storage
- A.1.4.8 Treated Wooden Utility Pole / Galvanized Steel Pole.
- A.1.5 In the event of a non-covered repair, Braniff Communications, Inc. will submit a detailed labor and parts estimate of the repair cost in accordance to the rates itemized under items A.5 and A.6., and will delay such repair(s) until the City of Belvidere issues a repair purchase order. Such delay shall not interfere with the scheduled maintenance on the balance of the warning system.
- A.2 WARNING SIREN SITE ACCESS
- A.2.1 The City of Belvidere shall be responsible to provide for, or facilitate, access by Braniff-owned vehicles including aerial bucket truck(s) and Service Van(s) at each warning siren site as required to perform the preventative maintenance inspection(s) or repairs.
- A.2.2 Site landscape restoration shall be incidental and is not provided for, nor included, in this agreement.
- A.3 APPLICABLE MAINTENANCE INSPECTION SCHEDULE(S)
- A.3.1 Preventative maintenance inspections shall be performed in accordance with, as well as documented per, Braniff inspection schedule(s) #2001DC.
- A.4 SIREN SYSTEM ACTIVATION CONTROL & STATUS MONITORING STATIONS
- A.4.1 Unless specified and listed on the Preventative Maintenance Service Agreement, any required or recommended equipment inspection and/or repair, including troubleshooting, training and re-alignment required at any applicable Municipal Police/Fire/EMA facility, and/or contracted dispatching agent's facility, should be referred to the equipment service provider under contract or shall be performed, by Braniff, in accordance to the rates itemized under items A.5 and A.6.
- A.5 SERVICE LABOR RATES
- A.5.1 Warning siren site and/or activation control & monitoring station equipment repair, not covered under the Preventative Maintenance Service Agreement as listed under A.1 and A.4, shall be performed according to the labor rates listed herein.
- A.5.2 A Service Call or Travel Labor Charge of \$100.00 per hour shall apply to each hour of travel time and will be billed in ½ hour increments.
- A.5.3 Braniff Communications, Inc. shall supply, as required and requested by the City of Belvidere, a Field Service Technician / Service Van at a rate of \$165.00 per on-site hour billed in ½ hour increments.
- A.5.4 Braniff Communications, Inc. shall supply, as required and requested by the City of Belvidere, an Aerial Bucket Truck with Operator at a rate of \$210.00 per hour, portal to portal.
- A.5.5 Braniff Communications, Inc. shall supply, as required and requested by the City of Belvidere, an additional Field Service Technician at a rate of \$125.00 per hour, portal to portal.
- A.6 PARTS / MATERIAL DISCOUNT AND PROCUREMENT
- A.6.1 Any required replacement parts, including replacement batteries, shall be furnished by Braniff Communications, Inc. at a discounted rate of 15% off published list price.
- A.6.2 Any proprietary parts that may be required, other than those manufactured by, or utilized by, Federal Signal Corporation, may be available for sale to the end-user only. Under such circumstances, the City of Belvidere shall assist Braniff Communications, Inc. in securing any such applicable part(s) as required.
- A.6.3 In the event of part unavailability due to product obsolescence, Braniff Communications, Inc. shall diligently pursue the procurement of equivalent substitute, refurbished, or used part(s) to complete warning siren equipment repair(s). Under certain circumstances, equivalent substitute, refurbished, or used parts may not be available and replacement components or product shall be quoted.

Preventative Maintenance Service Agreement No. PMA-050191B, Addendum A  
City of Belvidere

  
Jeffrey M. Ryba, President  
Braniff Communications, Inc.  
4/1/2025

\_\_\_\_\_  
Customer Agent / Representative  
City of Belvidere

**BRANIFF COMMUNICATIONS, INC.**

4741 W. 136th St., Crestwood, Illinois 60418  
 Voice: (708) 597-3200 Fax: (708) 597-3307

**INVOICE**

PLEASE CONTACT CUSTOMER SERVICE WITH ANY QUESTIONS  
 REGARDING THIS INVOICE. THANK YOU FOR YOUR CONTINUED  
 BUSINESS.

PAGE 1

**INVOICE NO.:** 0035941  
**INVOICE DATE:** April 1, 2025  
**CUSTOMER P.O.:** PMA-050191B  
**SALES ORDER NO.:** SO-  
**PAYMENT TERMS:** Net 30 Days

**SOLD TO:** 990000291  
 City of Belvidere  
 Attn: Accounts Payable  
 401 Whitney Blvd.  
 Belvidere, IL 61008  
 USA  
 Voice: 815-547-6332  
 Fax: 815-544-9603

**SHIP TO:**  
 City of Belvidere  
 401 Whitney Blvd.  
 Belvidere, IL 61008  
 USA

MODEL/PART NUMBER	DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
MAINT_AGREEMENT	Annual Preventative Maintenance Agreement Fee for the (9) Outdoor Warning Sirens in the City of Belvidere as per Agreement #PMA-050191B.	1.00	6,660.00	6,660.00

Shipped Via: Field Service  
 Ship Date: May 1, 2025

CHECK NO.:

SUBTOTAL	6,660.00
SALES TAX	
SHIPPING & HANDLING	
TOTAL INVOICE AMOUNT	6,660.00
PAYMENT RECEIVED	
<b>TOTAL</b>	<b>6,660.00</b>

**ANY PAYMENT REQUIRED UNDER THIS INVOICE IS SUBJECT TO THE TERMS STATED ABOVE.**

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 4/9/2025  
**Re:** Purchase of Stump Grinder – Street Department

---

The Street Department's Fiscal Year 2026 budget includes \$65,000 for a stump grinder. Until now, stump grinding work was done by contract. We believe that doing our own stump grinding will be more efficient and economical for our residents. We have received the following proposals for a new end-loader:

- |   |                   |             |
|---|-------------------|-------------|
| 1. Vermeer Midwest<br>2801 Beverly Drive<br>Aurora, IL 60502                | Vermeer SC48TX    | \$61,430.84 |
| 2. Bobcat of Janesville<br>4000 North Newville Road<br>Janesville, WI 53545 | Bandit 2550 Track | \$61,557.00 |

I would recommend the purchase of the Vermeer SC48TX Stump Grinder from Vermeer Midwest, in the amount of \$61,430.84. This equipment will be paid for from Capital Line Item #41-5-752-8200.

# SC48TX STUMP CUTTER



### CUTS A WIDE RANGE OF STUMPS.

This stump cutter was built to help you efficiently cut stumps of all sizes. It has a 48-hp (36-kW) diesel engine for optimal fuel economy, durability and performance. This CAT engine is backed by proven worldwide service and support and comes with 3-year coverage, to maximize your productivity.



**MAXIMUM POWER.** To use all of its 48 hp (36 kW), there's the beltless direct-drive system. This delivers the maximum amount of power from the engine to the cutter wheel through a pair of gearboxes connected by a driveshaft. You can expect minimal maintenance cost, due to the beltless design of this system.



**OPTIONAL REMOTE CONTROL.** The optional full-function remote control allows you to operate the stump cutter without being at the operator's station, giving you jobsite flexibility.



**SMART TECHNOLOGY.** Experience exclusive stump-cutting technology that maximizes your time at the stump, such as the Vermeer cutting system, SmartSweep™ control system, and the operator presence system.



### NAVIGATE THROUGH NARROW SPACES.

When you need to navigate through narrow jobsites, you can retract the machine to only 35 in (89 cm) and then extend the tracks to 49 in (124.5 cm). The tracks are low disturbance, and they provide optimal traction and stability in tough ground conditions—leaving you with minimal job prep and clean up afterwards.



### OPTIONAL BACKFILL BLADE.

Minimize jobsite clean up with the optional backfill blade. It efficiently moves chips around the jobsite, reducing the need to manually relocate the chips. The blade has a rounded lower edge to minimize turf damage.

# SC48TX STUMP CUTTER

## GENERAL

**Length:** 140 in (355.6 cm)  
**Width (retracted):** 35 in (88.9 cm)  
**Width (extended):** 49 in (124.5 cm)  
**Height (non-remote unit):** 76 in (193 cm)  
**Height (remote unit):** 85 in (215.9 cm)  
**Weight:** 3,750 lb (1,700.1 kg)  
**Engine:** CAT C1.7 T4F/Stage V  
**Max gross horsepower:** 48 hp (35.8 kW)  
**Max torque:** 123 ft-lb (166.8 Nm)  
**High speed travel:** 140 fpm (42.7 m/min)

## CAPACITIES AND ELECTRICAL

**Fuel tank capacity:** 14.5 gal (54.9 L)  
**Hydraulic tank capacity:** 9 gal (34.1 L)  
**Electrical system:** 12 V  
**Display:** Multifunctional display (MFD) that displays hours, fuel level, engine speed, engine faults and engine status

## CUTTER WHEEL AND CUTTING DIMENSIONS

**Cutter wheel diameter without teeth:** 24 in (61 cm)  
**Cutter wheel straight-line dimension:** 65 in (165.1 cm)  
**Cutter wheel cut above ground:** 28 in (71.1 cm)  
**Cutter wheel cut below ground:** 16 in (40.6 cm)  
**Tooth description:** Vermeer cutting system  
**Number of teeth:** 27  
**Chip containment:** 23 ft<sup>3</sup> (.65 m<sup>3</sup>)  
**Flow control system:** SmartSweep™ control system

## OPTIONS

Remote control  
Special paint  
Extended service coverage  
Preventive maintenance  
Vermeer Confidence Plus® asset protection program

## NOTES:

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Vermeer Corporation reserves the right to make changes in engineering, design and specifications; add improvements; or discontinue manufacturing at any time without notice or obligation. Equipment shown is for illustrative purposes only and may display optional accessories or components specific to their global region. Please contact your local Vermeer dealer for more information on machine specifications. Vermeer, the Vermeer logo, Equipped to Do More, SmartSweep and Vermeer Confidence Plus are trademarks of Vermeer Manufacturing Company in the U.S. and/or other countries. CAT is a trademark of Caterpillar, Inc.

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EQUIPPED TO  
DO MORE.



# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 4/9/2025  
**Re:** Purchase of Trailer for Stump Grinder – Street Department

---

The Street Department's Fiscal Year 2026 budget includes \$65,000 for a stump grinder and \$30,000 for a brush mulching attachment. The total cost of both of these pieces of equipment is \$86,790.84, leaving a balance of \$8,209.16. The Street Department needs a dedicated trailer to haul the stump grinder to the job sites. We have received the following proposals for a trailer for the new stump grinder:

- |  |                  |            |
|--|------------------|------------|
| 1. Rondo Enterprises<br>1115 East State Street<br>Sycamore, IL 60178 | PJ Tilt Trailer  | \$5,821.00 |
| 2. Vermeer Midwest<br>2801 Beverly Drive<br>Aurora, IL 60502         | B&B Tilt Trailer | \$8,317.15 |

I would recommend the purchase of the PJ Tilt Trailer from Rondo Enterprises, in the amount of \$5,821.00. This equipment will be paid for from Capital Line Item #41-5-752-8200.



**RONDO**

WESTERN'S  
TRAILERS & EQUIPMENT

We're always behind you.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 4/9/2025  
**Re:** Purchase of Brush Mulching Attachment – Street Department

---

The Street Department's Fiscal Year 2026 budget includes \$30,000 for a brush mulching attachment. This attachment will be used on our Volvo mini-excavator and will allow the Public Works Department to more efficiently maintain our landfills, right-of-ways and easements for sanitary sewers, water mains and storm sewers. We have received the following proposals for a new brush mulching attachment:

- |   |                 |             |
|---|-----------------|-------------|
| 1. Alta Equipment Company<br>2500 Westward Drive #2<br>Spring Grove, IL 60081 | Fecon FM 28 EXC | \$25,360.00 |
| 2. Bobcat of Rockford<br>5925 Wheeler Road<br>Cherry Valley, IL 61016         | Fecon FM 28 EXC | \$26,819.00 |

I would recommend the purchase of the Fecon FM 28 EXC brush mulching attachment from Alta Equipment Company, in the amount of \$25,360.00. This equipment will be paid for from Capital Line Item #41-5-752-8200.

## STUMPEX®



- High torque, low RPM stump grinding bit
- Two-speed hydraulic motor
- Durable 3/4" AR500 Steel Cutting Blades
- Bore 28" stumps in single pass
- 12-20 Ton
- 40 - 65 gpm
- 2,000 lbs

## TREE SHEAR



- Shear, lift, bunch, and carry multiple trees
- Cut up to 15" material
- Dual AR400 steel blades
- Accumulator Arm Standard
- 15 - 23 gpm
- 1900 lbs

## STUMP HOGS



- Extend your reach, for those stumps that cannot be safely accessed with a traditional stump grinder
- High speed 36" grinding wheel with 15 carbide tools
- Contains debris for safety
- Full view of stump/disk during operation
- 40-120 gpm
- 2,500 lbs

## EXCAVATOR ATTACHMENTS

fecon.com

800 528 3113

sales@fecon.com

+1 513 696 4430



• Operators cab must be protected with both properly maintained 1/2" Polycarbonate Glass (or equal) and Falling Object Protection. Certain guarding and features may have been removed for illustrative purposes. Always run with proper guarding.

• Specifications subject to change without notice.

• All rights reserved. All trademarks are the property of their respective owners.

• All rights reserved. All trademarks are the property of their respective owners.

• SAFETY IS THE RESPONSIBILITY OF THE OPERATOR.

• Pictures may contain optional accessories

EXCR\_080222

## EXC ATTACHMENTS FECON™



# FORESTRY ATTACHMENTS

FECON.COM

800 528 3113

# BULL HOG® MULCHERS

## 3.5-10 TON EXCAVATOR

FMX28, FMX36, & FMX50

- 12 - 40 Flow Range (gpm)
- 28", 36", and 50" cutting widths
- 750 lbs - 1,050 lbs
- Efficiently mulch up to 5" material
- Rated to 4,000 PSI
- Variable Displacement Motor standard



## 8-15 TON EXCAVATOR

CEM36

- 17 - 40 Flow Range (gpm)
- 36" Cutting width
- Efficiently mulch up to 6" material
- Rated to 6,000 PSI
- Variable Displacement Motor standard



## 12-20 TON EXCAVATOR

BH47EXC & BH62EXC

- 27 - 75 Flow Range (gpm)
- 37" and 50" cutting widths
- 2,400 lbs - 2,750 lbs
- Efficiently mulch up to 8" material
- 2 rotor choices: FGT or DCR
- Rated to 6,000 PSI
- Variable Displacement Motor standard



## 15-45 TON EXCAVATOR

BH40EXC, BH80EXC & BH200EXC

- 30 - 150 Flow Range (gpm)
- 36", 50" & 56" cutting widths
- 3,150 lbs - 5,500 lbs
- Efficiently mulch up to 10" material
- 2 rotor choices: FGT or DCR
- Rated to 6,000 PSI
- Variable Displacement Motor standard



# ROTORS



## FGT

Versatile smooth drum rotor system with loading options for various applications. Lacing pattern maximizes energy transfer into the material while optimizing tool wear.

Double Carbide standard



The perfect balance of performance with Double Carbide is the standard tool offered in FGT rotors to work in a wide range of applications.

High Abrasion



Carbide wear plates are added to the body of the Standard Double Carbide tool, extending useful life in highly abrasive conditions where wear to the body.

Viking Swords\*



Double sided and easily flipped for a brand new cutting tool is faster at cutting, resulting in a finer finished product. A tapered tool body allows chip material to flow efficiently.

Stone Tool



Ideal for areas where rock cannot be avoided, the FGT Stone Tool provides superior durability and wear resistance in severe conditions.



## DCR

Depth Control Rotor limits tool bite which creates consistent chip sizing and less HP draw from carrier. Ideal for stringy/fibrous material or when a finer finished product is required.

Viking Axe\* standard



Double sided and easily flipped for a brand new cutting edge. The Viking Axe has a thick knife edge optimized for cutting stringy and fibrous vegetation.

Viking Swords\*



Double sided and easily flipped for a brand new cutting edge. This tool is faster at cutting, resulting in a finer finished product. A tapered tool body allows chip material to flow efficiently.



## FMX

Spilling rotor with knife tools designed to efficiently mulch while maintaining higher rotor RPMs

Cubit Knife standard



Double sided and easily flipped for a brand new cutting edge. This tool is faster at cutting, resulting in a finer finished product. A tapered tool body allows chip material to flow efficiently.

Cubit Carbide



Versatile tool for shredding material with superior durability. Ideal for applications that require ground engagement.

# DURABILITY PERFORMANCE VERSATILITY

Model	Exc. Size (Metric Ton)	Working Width	Overall Width	Approx. Weight	Approx. Flow Range	DCR / Cubit Tools
FMX28	3.5 - 8 T	28"	40"	750 lbs	12 - 40 gpm	14
FMX36	5 - 10 T	36"	44"	850 lbs	12 - 40 gpm	18
FMX50	5 - 10 T	50"	58"	1050 lbs	12 - 40 gpm	22
CEM36	8 - 15 T	36"	47"	1450 lbs	17 - 40 gpm	14
BH47EXC	12 - 20 T	37"	50"	2400 lbs	27 - 50 gpm	14
BH62EXC	12 - 20 T	50"	63"	2650 - 2750 lbs	27 - 75 gpm	20
BH40EXC	15 - 45 T	36"	51"	3150 - 3250 lbs	30 - 75 gpm	14
BH80EXC	20 - 45 T	56"	71"	3950 - 4300 lbs	38 - 150 gpm	22

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 4/8/2025  
**Re:** Water System Study and Model Update – Water Department

---

The Water Department's Fiscal Year 2026 budget includes \$41,500 for updating our water system study and water model, which was last updated in 2009. Attached to this memo is a proposal from Strand Associates to complete the update in an amount not-to-exceed \$41,500.00. The update will include the many changes to our water system since 2009, including, but not limited to, Wells 3 and 4 being taken off-line and the construction of Well #10 and Well #11.

I would recommend approval of the proposal from Strand Associates, in an amount not-to-exceed \$41,500.00, to complete the Water System Study and Model Update. This work will be paid for from Water Depreciation Line Item #61-1780.



**Strand Associates, Inc.®**  
910 West Wingra Drive  
Madison, WI 53715  
(P) 608.251.4843  
[www.strand.com](http://www.strand.com)

January 3, 2025

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

Re: Water System Study and Model Update

Dear Mr. Anderson:

This letter provides a proposed Scope of Services, Schedule, and Fee for updating the City of Belvidere's water system study and hydraulic model. The last water system study update was completed in 2012. The existing water system model was created and calibrated in 2009. While the model has been updated periodically with some of the water system improvements, the model is out of date and should be recreated and calibrated.

The City's water system has undergone many changes since the model was created, including construction of Well No. 10, removal of Wells No. 3 and 4, and various water main improvements. As the City continues to see expansion of the water service area and potential development, an updated system model is needed to provide more accurate simulations of system expansion scenarios.

An update to the water system study will account for the changes in well capacity and water storage volume. We have assisted the City with several studies focused on specific areas of potential development, primarily to the south of the City's service area. Those studies can be incorporated into the water system study to build on those previous efforts.

We propose the following Scope of Services.

1. Review water use data between the years 2012 and 2024.
2. Update the water use projections using methodology similar to that used in previous system evaluations. Meet with the City to review projections prior to reviewing system capacity.
3. Complete a water supply and storage capacity analysis using the updated water use projections and current water system facilities, including Well No. 11.
4. Summarize the findings of the previous evaluations that considered growth in southwest, south, and southeast parts of the system. Discuss additional growth considerations.
5. Develop a hydraulic model of water system using GIS files of the distribution system and information on the active wells, booster pumps, and storage facilities.

Mr. Brent Anderson  
City of Belvidere  
Page 2  
January 3, 2025

6. Populate the model with water demands based on historical water usage data, land use, and demands of the top 10 water users.
7. Coordinate up to 12 fire flow tests for model calibration.
8. Calibrate a hydraulic model based on fire flow testing data, actual system data (during tests), and institutional knowledge of City staff.
9. Run the model under average-day and maximum-day demand conditions to observe available fire flows and pressures throughout the existing system; provide results in graphical and tabular formats.
10. Summarize the existing system based on operating pressures, fire flow, and water age.
11. Recommend water distribution improvements if deficiencies are found.
12. Review the findings of the evaluation with the City and submit a draft report for review.
13. Prepare and submit a final *Water System Study Update* report to the City.

We propose to complete the Scope of Services for an estimated not-to-exceed fee of \$41,500.

While we have availability to start on the project immediately, the field fire flow testing should be completed in warmer weather. If we start the project in March and conduct fire flow testing in April, the final report could be completed by June 30, 2025.

This proposal is not to be considered an agreement between Strand Associates, Inc.® and the City, but rather as a general discussion of the type of services that we can provide. Once a scope of services is agreed upon, and an *Engineering Services Agreement* is executed, services on the project will begin.

Thank you for the opportunity to submit this letter proposal. Please call me with any questions.

Sincerely,

STRAND ASSOCIATES, INC.®



Michael J. Forslund, P.E.

9901.971/MJF



# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 4/9/2025  
**Re:** 10 Yard Dump Truck Purchase – Water Department

---

The FY '26 Water budget includes \$275,000 in the capital line item for the purchase of a new ten-yard dump truck. We have received the following proposals for the new truck chassis:

- |   |                    |              |
|---|--------------------|--------------|
| 1. Truck Country of Illinois<br>205 Metrix Drive<br>Hampshire, IL 60140       | 2026 Freightliner  | \$133,495.00 |
| 2. Lakeside International Trucks<br>3850 Kennedy Road<br>Janesville, WI 53545 | 2026 International | \$142,914.00 |
| 3. CIT Trucks<br>4301 North Bell School Road<br>Loves Park, IL 61111          | 2026 Mack          | \$159,051.00 |

The current delivery of a new order Freightliner chassis is approximately sixty days from the date of order. Proposals for outfitting the chassis, which includes the dump box, snowplow and spreader, will be on the next Committee agenda.

I would recommend approval of the proposal from Truck Country of Illinois, in the amount of \$133,495.00, for the purchase of a 2025 Freightliner ten-yard dump truck chassis. This truck chassis will be paid for from Water Depreciation Line Item 61-1780.



[Home](#) / [Trucks](#) / [108SD Plus](#) / [Specifications](#)



## Freightliner 108SD Plus Specs

The Freightliner Trucks 108SD Plus combines powerful, fuel-efficient engines, multiple power take-off (PTO) options, a chassis engineered for ease of upfit, and a weight-optimized design.

### Base Specifications

Class

7/8

Horsepower

220-380 HP

GVWR

69,000 lbs.\*

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 4/9/2025  
**Re:** Sidewalk Waiver for Belvidere Retail Subdivision

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Heidner Properties, the developer of the Belvidere Retail Subdivision, has requested a waiver to allow sidewalk to be placed on only one side of Crystal Parkway as shown on the attached Sidewalk Plan. The reasons for this waiver request are as follows:

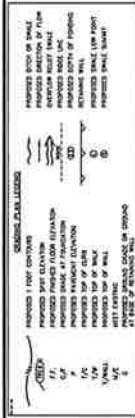
1. To create a safer pedestrian route along Crystal Parkway by not having pedestrians cross the existing truck entrance and truck exit at the diesel fueling area.
2. To accommodate ADA compliant paths at existing entrances along Crystal Parkway.
3. The planned sidewalk alignment provides safe and convenient accessibility to all uses within the development and connectivity to the adjacent roadways.

The developer will also provide a Plat of Easement for the proposed sidewalk along Lot 3 which will be located outside of the Crystal Parkway right-of-way due to geometric and grading constraints.

I would recommend approval of the waiver request from Heidner Properties to allow for the installation of sidewalk along one side of Crystal Parkway as shown on the attached Sidewalk Plan.

NOTE: CONSTRUCTION, GRADING AND COMPACTION TO BE VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL OBTAIN APPROVAL OF THE GEOTECHNICAL REPORT AND THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT BEFORE PROCEEDING WITH THE CONSTRUCTION.

1. ALL EXISTING UTILITIES SHALL BE DELETED FROM THE PLAN UNLESS INDICATED OTHERWISE.
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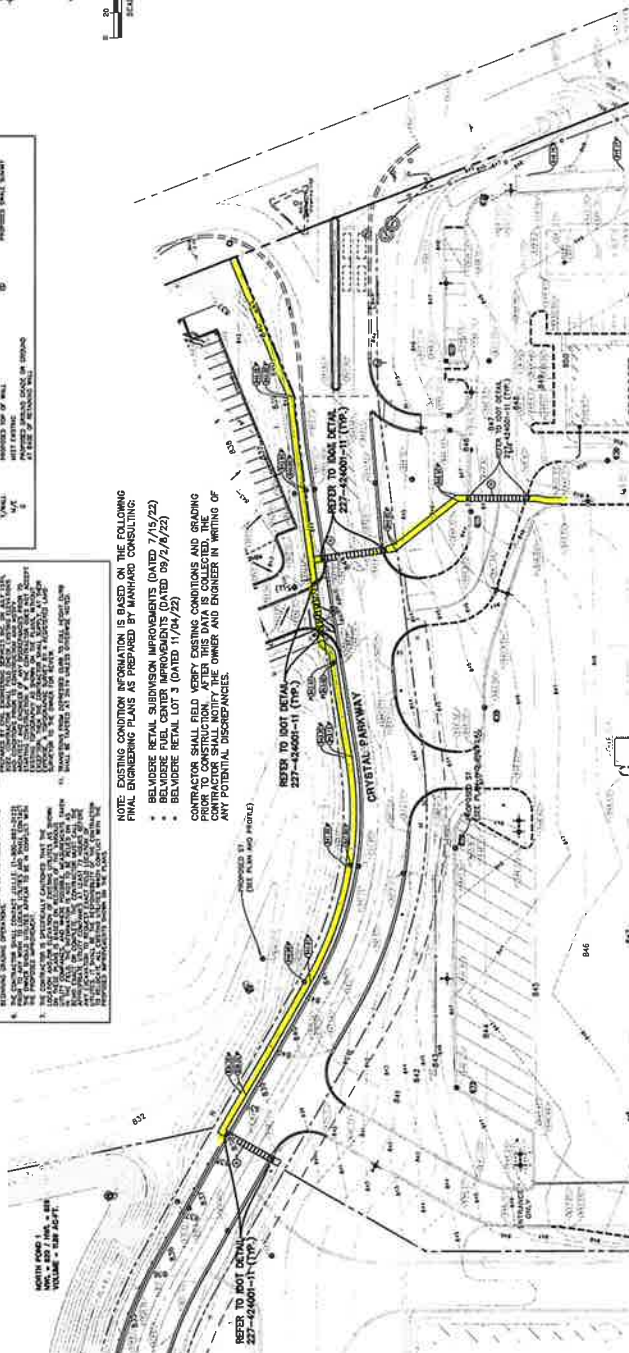


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NOTE: EXISTING CONDITION INFORMATION IS BASED ON THE FOLLOWING FINAL ENGINEERING PLANS AS PREPARED BY MANHARD CONSULTING:

- BELVIDERE RETAIL SUBDIVISION IMPROVEMENTS (DATED 7/15/22)
- BELVIDERE FUEL CENTER IMPROVEMENTS (DATED 08/2/22)
- BELVIDERE RETAIL LOT 3 (DATED 11/24/22)

CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND GRADING INFORMATION AND SHALL NOTIFY THE OWNER AND ENGINEER IN WRITING OF ANY POTENTIAL DISCREPANCIES.



**Manhard CONSULTING**  
 100 Spring Hill, Lombard, IL 60148  
 Tel: 630-330-8800  
 Fax: 630-330-8801  
 Website: www.manhardconsulting.com  
 Construction Management | Environmental Sciences | Landscape Architecture | Engineering | Surveying | Planning | Real Estate Services | Traffic Engineering | Urban & Regional Planning

**BELVIDERE RETAIL SUBDIVISION IMPROVEMENTS**  
**CITY OF BELVIDERE, ILLINOIS**  
**PROPOSED SIDEWALK EXHIBIT**

SHEET	1	of	1
DATE	08/24/22		
SCALE	AS SHOWN		
PROJECT	BELVIDERE RETAIL SUBDIVISION IMPROVEMENTS		
LOCATION	100 SPRING HILL, LOMBARD, IL		
CLIENT	MANHARD CONSULTING		
DESIGNER	MANHARD CONSULTING		
DATE	08/24/22		
SCALE	AS SHOWN		
PROJECT	BELVIDERE RETAIL SUBDIVISION IMPROVEMENTS		
LOCATION	100 SPRING HILL, LOMBARD, IL		
CLIENT	MANHARD CONSULTING		

1. ALL DIMENSIONS AND FINISHES SHALL BE COORDINATED WITH THE CITY OF BELVIDERE.
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- PAVEMENT LEGEND**
- 1. ASPHALT CONC. WITH SAND AND FIBER (12" THICK) - 12" ASPHALT CONC. WITH SAND AND FIBER (12" THICK)
  - 2. ASPHALT CONC. WITH SAND AND FIBER (12" THICK) - 12" ASPHALT CONC. WITH SAND AND FIBER (12" THICK)
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- PAVEMENT MARKING LEGEND**
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  - 2. 4" WHITE STRIP MARK
  - 3. 6" WHITE STRIP MARK
  - 4. 8" WHITE STRIP MARK
  - 5. 10" WHITE STRIP MARK
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  - 7. 14" WHITE STRIP MARK
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  - 14. 28" WHITE STRIP MARK
  - 15. 30" WHITE STRIP MARK

- SOON LEGEND**
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  - 12. 24" WHITE STRIP MARK
  - 13. 26" WHITE STRIP MARK
  - 14. 28" WHITE STRIP MARK
  - 15. 30" WHITE STRIP MARK

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 4/9/2025  
**Re:** Brownfield Proposal for Landfill #2 Annual Services

---

Attached to this memo is the proposal from Brownfield Environmental Engineering Resources for their annual services for Landfill #2. Their annual services include statistical evaluation of monitoring well data, data analysis, groundwater assessment, preparation of the Corrective Action Evaluation Report, Air Emission Report, as well as operation and maintenance of the Leachate/Landfill Gas Recovery System.

I would recommend approval of the proposal from Brownfield Environmental Engineering Resources, in the amount of \$34,500.00 for the 2025 Landfill #2 Annual Services. This work is included in the proposed Landfill budget, account number 01-5-335-7900.



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



28835 N Herky Dr. Unit 120  
Lake Bluff, Illinois 60044  
[www.deiganassociates.com](http://www.deiganassociates.com)

April 6, 2025

## 2025 Professional Services Work Agreement

Ms. Becky Tobin  
County Administrator  
Boone County, IL.

via email to [btobin@boonecountyil.gov](mailto:btobin@boonecountyil.gov)

RE: **Work Agreement for 2025 Landfill Consulting Services  
Belvidere Municipal Landfill #2**

Dear Ms. Tobin:

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

### ***Anticipated Scope of Work***

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

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

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

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

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



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

The Illinois EPA is currently backlogged on reviewing the supplemental permit applications and has recently assigned a new project manager to the landfill. Provided there is benefit to Boone County and the City of Belvidere, we have included budget allocation for both telephone and an in-person meeting with IEPA in Springfield with the new project manager and IEPA staff.

**TASK 4: Overall Project Management/Coordination**

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

**Commercial Terms & Budget Estimates**

- Task 1 \$13,000.00
- Task 2 \$8,200.00
- Task 3 \$6,300.00
- Task 4 \$7,000.00

Total Lump Sum Cost Tasks 1-4: \$34,500.00

Sincerely,

**Brownfield Environmental Engineering Resources, LLC    The deigan group**

Bradley A. Brown, P.E.  
Principal

Gary J. Deigan  
Principal

Work Agreement between Brownfield Engineering Resources, LLC and Boone County Dated April 6, 2025, Authorization to Proceed and Acknowledgement of Fees/Budgetary Estimates and Enclosed Terms & Conditions:

\_\_\_\_\_  
Signature Authorized County Representative

Date: \_\_\_\_\_

Enclosure: General Terms & Conditions

**CONSULTANT'S PROPOSAL**  
**GENERAL TERMS AND CONDITIONS**

**I. GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions are incorporated by reference into the Consultant's Proposal including any separately attached Fee Schedule and/or any other documents attached to this Proposal, hereinafter Consultant, for the performance of the work and services described in Proposal ("Scope of Work") for the benefit of the client described in the Proposal ("Client") together shall constitute the Agreement ("Agreement") between the Consultant and Client under which the work and services are to be performed by Consultant for Client. In the event of any conflict between the provisions and terms of these documents, those conflicting terms shall be interpreted in accordance with the following priority: (1) Proposal (2) General Terms and Conditions, and (3) Fee Schedule.

**SECTION 1: SCOPE OF WORK**

a. The scope of work shall include all services provided by the Consultant which are reasonably necessary and appropriate for the effective and prompt fulfillment of the Consultant's obligations under the Agreement.

b. It is understood that the Scope of Work defined in the Proposal is based on the information provided by Client. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the Scope of Work may change, even as the work is in progress. In addition, the Client may request additional services which will constitute a change in Scope of Work. When a change in the Scope of Work is necessary, a written amendment to the Agreement shall be executed by the Client and Consultant prior to the Consultant commencing the change in the work or services. If the Consultant believes an immediate change is necessary to protect human health or the environment, a written amendment incorporating the change shall be made as soon as is practicable, and the Client's consent to such amendments shall not be unreasonably withheld. If the information provided by the Client is incomplete, inaccurate, and/or if unexpected conditions are discovered that change the Agreement then the Consultant shall be entitled to a change order from the Client. If the Client determines it would not like to proceed with the Agreement due to incomplete, inaccurate, and/or if unexpected conditions that are discovered the Consultant shall be entitled to reasonable termination costs, reasonable overhead, reasonable profit and a reasonable period to windup the Agreement.

c. Consultant shall obtain and maintain all permits, licenses, or other approvals necessary to perform the Scope of Work, and upon request shall furnish copies of the same to Client, except to the extent the Consultant is not able to secure any of the forgoing within a reasonable time and at a reasonable cost as described in the Scope of Work. Consultant shall not be required to secure any permits, licenses or other approvals that can only be secured by the Client.

d. Client acknowledges that subsurface or other concealed conditions on, below, or about the work site may vary from those conditions encountered in specific borings, surveys or explorations performed by Consultant and that the information and recommendations developed by Consultant are based solely on the information available from such borings, surveys, and explorations.

e. In all matters relating to the performance of this Agreement, Consultant is and shall remain an independent contractor.

**SECTION 2: STANDARD OF CARE**

a. Consultant represents and warrants that it possesses the training, education, experience, skill, competence, and resources needed to properly perform the Scope of Work set forth in this Agreement. Consultant further represents and warrants that the work and services performed by



Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing in the State where the project is located and on similar projects. All other representations, warranties, and/or guaranties, whether express or implied, are hereby waived and all claims related to the foregoing are hereby waived by both parties hereto.

### **SECTION 3: RIGHT OF ENTRY**

- a. If the services to be performed under the Scope of Work are to be performed on property controlled by Client, Client hereby grants Consultant and its subcontractors the right to enter from time to time in order for Consultant to fulfill the Scope of Work described in the Agreement. Client understands that even though Consultant will take reasonable measures to return the property to the condition it was in before Consultant commenced its activities, the use of sampling and exploration equipment may cause some damage which cannot be fully corrected. The Client also understands that the discovery of certain hazardous substances and conditions and/or the taking of preventive measures relative to these substances and conditions may result in a reduction of the value of the property upon which the substance or condition is found to exist or if the preventive measures are taken. Accordingly, Client waives any claim against Consultant and its subcontractors and agrees to defend, indemnify and hold Consultant and its subcontractors harmless from any claim based upon the diminished value of real property allegedly arising from the discovery of a hazardous substance or condition or the taking of a preventive measure, unless such claim is based upon the negligent performance of services under the Scope of Work.
- b. If the services to be performed under the Scope of Work are to be performed on property controlled by Client, Client shall notify Consultant of the existence of any subterranean structures (pipes, tanks, cables, or other utilities, etc.) and Consultant shall not be liable for damage or injury arising from damage to subterranean structures which are not called to Consultant's attention. If the Consultant is required to locate subterranean structures on property controlled by the Client, this service will be specifically stated in the Scope of Work.
- c. If the Scope of Work is to be performed on property which is not controlled by Client, Client agrees to obtain permission from the party controlling the property to Consultant's entry and the performance of the Scope of Work. If the Consultant is required to locate subterranean structures on property controlled by the Client, this service will be specifically stated in the Scope of Work.
- d. Consultant agrees to schedule its activities to minimize interference with the ongoing operations and activities of Client or any third party whose property may be the subject of the Scope of Work. Consultant shall and shall cause its subcontractors, to abide by all of Client's facility rules and regulations regarding the protection of health and safety of employees and third parties, but it shall be Client's obligation to make such rules and regulations known to the Consultant prior to Consultant commencing work at Client's facility. Client shall have the obligation to determine if such rules and regulations exist with regard to facilities not controlled by Client.

### **SECTION 4: CLIENT DISCLOSURES**

- a. Client shall notify Consultant of any known or suspected hazardous substances or conditions on the property upon which the Consultant's work or services are to be performed which in any way relate to or affect the Scope of Work and Consultant shall have the right to rely on the accuracy of such Client-furnished information in its Agreement to perform the work and services. Such hazardous substances shall include but not be limited to any substance or condition which poses or may pose a present or potential hazard to human health or safety or an adverse impact upon the environment as defined by applicable laws. Thereafter, the Consultant shall take all reasonably necessary and appropriate measures to protect its employees, agents and subcontractors against possible hazards to health and safety and to prevent adverse impacts to the environment.
- b. If the presence of an unanticipated hazardous substance or condition is discovered during the

performance of the Scope of Work which could pose a hazard to Consultant's employees, agents and subcontractors, Consultant shall cease work and determine the necessary health and safety precautions to continue the Scope of Work. All additional costs related to an unanticipated hazardous substance(s) or condition(s) shall be charged to the Client by the Consultant and/or the Consultant reserves the right to terminate this Agreement in its sole discretion and the Consultant shall be entitled to reasonable termination costs, reasonable overhead, reasonable profit and a reasonable period to windup the Agreement.

c. Client shall sign all required environmental manifests necessary to transport all materials off the project site and/or the disposal of any materials to a permitted waste facility. Consultant shall not sign any environmental manifests necessary to transport or disposal of any materials.

#### **SECTION 5: BILLING AND PAYMENTS**

a. Unless otherwise specifically provided, billings will be based on actual units used at the standard rates shown in the Proposal or attached Fee Schedule(s) plus the reimbursement for direct expenses, including but not limited to travel costs (air fares, taxi, car rentals and fuel, mileage fees for personal or company vehicles, parking, tips, room charges, meal charges, etc.), long distance telephone charges, postage and shipping fees, expedited delivery services, printing and reproduction charges, special instrument or equipment rental, disposable field supplies (bailers, sample containers, clean gloves and suits, etc.) and other customary expenses. Reimbursable direct expenses shall be billed at the Consultant's cost plus any multiplier set forth in the Proposal. Client shall pay Consultant for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth herein. Invoices will be submitted by the Consultant from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the undisputed amount of such invoice and promptly advise Consultant in writing of the reasons for disputing any amount.

b. Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payments shall first be applied to accrued interest and then to the unpaid principal amount.

c. Application of the percentage rate indicated above as a consequence of Client's late payments does not constitute any willingness on Consultant's part to finance Client's operation, and no such willingness should be inferred. If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against Client and without thereby incurring any liability to Client, suspend or terminate performance under this Agreement. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination.

d. Client's obligation to pay for the services performed under this Agreement is in no way contingent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which Consultant is not involved, or upon Client's payment from a third party and/or the successful completion of the project.

e. The fees quoted on the Proposal/ Schedule of Fees shall remain valid for a period of sixty (60) days from the date of the Proposal.

f. If Consultant determines during the performance of the Scope of Work that the cost of completing the Scope of Work or the time of completing the Scope of Work will be substantially more than any estimate made by Consultant in the Proposal, then Consultant shall promptly notify Client in writing of the reason for the increase and allow Client an opportunity to evaluate proceeding with the Scope of Work or to terminate the Agreement. In the event, the Client

terminates the Agreement then the Consultant shall be entitled to reasonable termination costs, reasonable overhead, reasonable profit and a reasonable period to windup the Agreement.

#### **SECTION 6: SAMPLES AND EXPLORATION DEBRIS**

a. Soil, rock, water and/or other samples obtained pursuant to the Scope of Work are the property of Client. Consultant shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Although Client shall be the owner of such samples, Consultant, acting as a bailee and agent of Client, shall arrange for the lawful disposal of all samples at the Client's cost and expense. Disposal of contaminated samples shall be at the price set forth in the Proposal/Schedule of Fees. If the Proposal/Schedule of Fees is silent, then the disposal of contaminated samples shall be at the cost to the Consultant plus the Consultant's reasonable overhead.

b. Although Client shall be the owner of all exploration debris, cuttings, pumpings, and borings generated by Consultant during the performance of the Scope of Work, Consultant, as an agent of Client, shall arrange for the proper disposal of all exploration debris, cuttings, pumpings and borings generated during Consultant's activities. Disposal of contaminated exploration debris shall be at the price set forth in the Proposal/ Schedule of Fees. If the Proposal/Schedule of Fees is silent, then the disposal of all exploration debris, cuttings, pumpings and borings shall be at the direct cost to the Consultant plus the Consultant's reasonable overhead. Client shall sign all required environmental manifests necessary to transport all materials off the project site or the disposal of any materials to a permitted waste facility.

#### **SECTION 7: REPORTS AND OWNERSHIP OF DOCUMENTS**

a. Consultant shall furnish a report if required by the Proposal/Scope of Work to Client. Additional copies shall be furnished at the rates specified in the Fee Schedule. If paid for, the Consultant's Report to the Client and the documents normally included in such Reports (laboratory results, boring logs, plume maps, etc.) are the property of the Client. Consultant may retain a copy for Consultant's records. All backup documents (field notes, internal calculations and drafts, etc.) shall remain the property of the Consultant. However, Consultant shall treat its performance of the Scope of Work and all information generated in the performance of the Scope of Work, whether the property of Client or Consultant, as confidential, and shall not release such information to any governmental agency or third party without the written consent of Client, unless the release of such information is necessary to prevent injury to individuals or the environment or if required by law or court order.

b. Unless set forth as part of the Scope of Work or otherwise required by law, the Consultant does not assume any obligation to and shall not report the results of its sampling, investigation, or analysis to any governmental authority or third party. Determining the need to report and the report of any hazardous substance or condition discovered as a result of the Consultant's performance of the Scope of Work shall be the obligation of the Client.

#### **SECTION 8: INSURANCE**

a. Consultant represents that it and its subcontractors are protected by and have in place the following forms and amounts of insurance:

- (1) Workers Compensation insurance required by the law of the State of the work related to this Agreement is performed.
- (2) Professional Liability Insurance, if applicable, of at least \$1,000,000.00 per claim/occurrence and \$1,000,000.00 aggregate covering the professional activities the Consultant is performing under the Scope of Work.
- (3) Commercial general liability insurance policies of at least \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate covering the activities the Consultant is performing under the Scope of Work.

(4) Automobile liability insurance with coverage of at least \$500,000 per occurrence. Consultant shall furnish Client with Certificate(s) of Insurance and will have the Client named as an additional insured on the Certificate(s), where permitted by law and insurance carriers, upon Client's request. Client may request such other specific coverage that are not present in Consultant's insurance, if available. However, the increased cost of such additional coverage shall be at the Client's sole cost and expense.

#### **SECTION 9: ARBITRATION OF DISPUTES**

a. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be decided through arbitration, pursuant to the then most current rules of the American Arbitration Association for Commercial or Construction matters, as appropriate. The Client and the Consultant hereby agree that any arbitration proceedings or settlement discussions shall take place in Winnebago County, Illinois.

b. The parties further agree that the substantially prevailing party in any dispute shall be entitled to recover its expenses incurred in resolving the dispute, including without limitation, reasonable attorney's fees, consulting fees, court costs, expert witness fees, and similar expenses.

#### **SECTION 10: TERMINATION**

a. Client or Consultant may immediately terminate this Agreement for breach of this Agreement.

b. Consultant shall promptly render to Client a final invoice and Client shall pay Consultant for services rendered and costs incurred up to the effective date of termination the Consultant shall be entitled to reasonable termination costs, reasonable overhead, reasonable profit and a reasonable period to windup the Agreement. Upon such termination, Consultant shall deliver to Client all reports and documents pertaining to services performed up to termination.

#### **SECTION 11: FORCE MAJEURE**

a. Consultant shall not be liable for delays in or failure to perform the work under the Scope of Work in a timely manner and services when such delays or failures are caused by circumstances beyond Consultant's reasonable control, including without limitation, acts of God, acts and/or omissions of federal, state, and local governmental authorities and regulatory agencies, strikes, riots, civil unrest, and war. For delays caused by Client or circumstances beyond the reasonable control of Consultant, Consultant shall be given a reasonable time extension and be reimbursed for reasonable costs and expenses.

#### **SECTION 12: SURVIVAL**

a. The parties agree that the provisions of paragraphs 7, 8, 9, 10, 11, 12, and 13 survive the completion and/or the termination of this Agreement. In addition, all provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of services and/or the termination of this Agreement.

#### **SECTION 13: INDEMNIFICATION**

a. In addition to the specific provisions set forth in this Agreement and to the extent allowed by applicable law(s), Consultant will indemnify and hold harmless Client and its representatives, employees, from and against claims, suits, actions, penalties, fines, and damages, including reasonable attorney's fees arising or resulting from (1) Consultant's breach of this Agreement; and/or (2) Consultant's negligence or intentional misconduct.

b. In addition to the specific provisions set forth in this Agreement and to the extent allowed by applicable law(s), Client will indemnify and hold harmless Consultant and its representatives, employees, from and against any and all claims, suits, actions, losses, penalties, fines, and damages, including reasonable attorney's fees, arising or resulting from (1) Client's breach of this Agreement; (2) Client's negligence or intentional misconduct; and (3) the existence of any hazardous substance or condition at the site(s) where Consultant is performing the work and services under the Scope of Work, unless the negligent conduct of the Consultant causes the spread of the hazardous substance(s).

c. In no event shall either party be liable for any loss of profit, indirect, incidental, special, punitive, or consequential damages arising out of or relating to this agreement, except for the indemnity obligations described in this Agreement.

d. Notwithstanding any provision to the contrary in this Agreement, the Consultant's liability for any and all claims shall be limited to the fees, billings, expenses and/or consideration paid by the Client to the Consultant related to this Agreement.

**SECTION 14: SEVERABILITY**

Any provision of this Agreement later held to be unenforceable shall be deemed void, but all remaining provisions shall continue in force and shall be construed as a whole. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.

**SECTION 15: TITLES**

The titles used in this Agreement are for general reference only and are not part of the Agreement. Parties to this Agreement are advised to read each provision and rely on the guidance of legal counsel as necessary to help assure a complete understanding of all provisions and the obligations imposed through acceptance.

**SECTION 16: ASSIGNS**

The Consultant may delegate, assign, or subcontract portions of the Scope of Work in this Agreement without the written consent of the Client.

**SECTION 17: CHOICE OF LAW**

This Agreement shall be interpreted according to the laws of the State where this Agreement is performed.

**SECTION 18: NOTICES**

Any notice required or permitted by the Agreement shall be deemed duly given if sent in writing, certified or registered mail with return receipt requested to the addressees described in the Proposal.

**SECTION 19: SIGNATURE AUTHORITY**

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of the Client and the Consultant has been properly authority to enter into this Agreement.



## MEMORANDUM

To: Council Members  
Clinton Morris, Mayor

From: Sarah Turnipseed, Budget & Finance Officer

Date: March 31, 2025

Re: Motion to Accept Grant Award

As you are aware, the City of Belvidere applied for, and has now been awarded the Safety & Infrastructure Director's Grant. This grant is for \$250,000 and does not require matching funds.

Funds will be allocated as follows:

**Project 1 – Belvidere Police Department:**

Purchase of 3 Motorola APX N70 radios, 20 mini shields, and pepperballs for police officers as well as 8 patrol car computers and installation of steel bollards.

**Project 2: - Belvidere Public Works Department:**

The purchase of a flatbed trailer to transport concrete barriers and the purchase of SCADA systems for lift stations.

**Recommended Motion:**

Motion to accept the Safety & Infrastructure Director's Grant from the Illinois Department of Commerce & Economic Opportunity in the amount of \$250,000 and authorize the Mayor and Finance Director to execute any documentation necessary to facilitate the

receipt of grant funds. These funds will be used as follows: For the Belvidere Police Dept. purchase of 3 Motorola APX N70 radios, 20 mini shields, and pepperballs for police officers as well as 8 patrol car computers and installation of steel bollards; For the Public Works Dept. purchase of a flatbed trailer to transport concrete barriers and the purchase of SCADA systems for lift stations.



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

*Daniel Smaha*  
*Deputy Chief—Investigations*

*Shane Woody*  
*Chief of Police*

*David Bird*  
*Deputy Chief—Patrol*

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615 N. Main Street - Belvidere, IL 61008 - Phone: 815-544-9626 - Fax: 815-544-9603 - [www.ci.belvidere.il.us](http://www.ci.belvidere.il.us)

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**TO: Mayor Morris and City Council**  
**FROM: Chief Shane Woody**  
**DATE: April 14, 2025**  
**RE: Motion to Accept Donation and Approve K9 Purchase**

I present to you a request to accept a \$15,000 donation to assist in the purchase of a new police canine for the Belvidere Police Department. The donor, Jean Baker, has been a supporter of the program in the past and once again, would like to offer her assistance to the K-9 program, the Belvidere Police Department and the City of Belvidere by offering this donation.

If approved, the Belvidere Police Department intends to purchase a new police canine, training, and equipment from the Kane County Sheriff's Office for \$15,500.

**Motion: To accept a \$15,000 donation to the Belvidere Police Department and approve payment of \$15,500.00 to the Kane County Sheriff's Office for the purchase of a police canine, training and equipment to be paid for from \$15,000 donation and \$500.00 from the Belvidere Police Department K-9 line item.**



# Kane County Sheriff's Office



37W755 IL Rt 38 • St Charles, IL 60175  
Tel: (630) 232-6840 • Fax: (630) 513-6984  
www.KaneSheriff.com

Ron Hain, Sheriff

Amy Johnson, Undersheriff

## INVOICE

INVOICE NUMBER: 2025-2-2  
DATE: 03-05-25

**TO:**

Belvidere Police Dept  
615 N Main St  
Belvidere IL 61008

**FOR:**

Kane Co Sheriff K9 Academy Class 2025-2

DESCRIPTION	HOURS	RATE	AMOUNT
KCSO Spring Police K9 Academy Class 2025-2 Price includes K9, Training Class, and all necessary start up equipment .	320		\$15,500.00
		<b>TOTAL</b>	<b>\$15,500.00</b>

Make all checks payable to Kane Co Sheriff K9 Fund



**BELVIDERE**  
**POLICE**

*Daniel Smaha*  
*Deputy Chief—Investigations*

*Shane Woody*  
*Chief of Police*

*David Bird*  
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**TO: Mayor Morris and City Council**  
**FROM: Chief Shane Woody**  
**DATE: April 14, 2025**  
**RE: Accept Donation and Authorize Contract Sale of K-9 Xilo**

The Belvidere Police Department (Department) removed K-9 Xilo from his previous handler in January 2025 with the intent of reassigning him. The K-9 program cadre identified the Kane County Sheriff K-9 Academy (Academy) as a canine training program with a stellar regional reputation. They thought this would be a good training program for Xilo and his new handler.

Since Xilo was not a dog purchased or trained through the Academy the master instructor wanted to test Xilo for competency prior to allowing our department to sign up for training. Once the testing was complete the opinion of the master trainer was that Xilo, even with additional training, would not perform to the standards of the Academy. The Academy's master trainer said Xilo lacked the necessary drive, aggression performance, and consistency in narcotic detection and therefore would not allow our department to attend training with our current canine.

Since our last training facility is no longer a viable option, we are faced with finding a way to make the Academy work or do as other regional departments do and send their canine team to North Carolina, Ohio, or Indiana to other reputable master trainers. This option, when considering travel, officer compensation, meal allowance, room and board would end up costing the Department more time and the City more money.

My recommendation, when weighing all the factors would be to purchase a new police canine from the Kane County Sheriff K-9 Academy.

In an attempt to find placement for Xilo the Belvidere K-9 cadre worked with the Academy, FM K-9, and local K-9 trainers and handlers to try and find a suitable buyer for Xilo.

The Boone County Crimestoppers board voted to accept a private \$3,500 dollar donation with the understanding that they would donate those funds to the Belvidere Police Department for the purchase of K-9 Xilo with the intent that Xilo would be returned to his previous handler, Robert Kozlowski.

Just as a reminder on February 28, 2022 the Council approved to accept a \$15,000 dollar donation which paid for the purchase of Xilo and training.

**Motion: Accept a \$3500.00 dollar donation from Boone County Crimestoppers for the purchase of K-9 Xilo and authorize the contract sale of Belvidere Police K-9 Xilo to Robert Kozlowski.**

Bill of Sale

STATE OF ILLINOIS        )  
  )ss.  
COUNTY OF BOONE        )

The City of Belvidere (Seller), in consideration of (\$3,500.00) and other valuable consideration in hand paid, receipt of which is hereby acknowledged, does hereby sell, assign, transfer, and set over to Robert Kozlowski (Buyer), the following personal property, to wit:

(1) Canine Police Dog  
Name- Xilo  
Breed-German Shepard  
Sex- Male  
Birthdate- 8/5/2021

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said property and that Seller has full right, power, and authority to sell said personal property and to make this Bill of Sale. **All warranties of quality, fitness, and merchantability are hereby excluded.** The Property is sold as is and where is. Buyer agrees to assume all liability for any and all damages, including, but not limited to, bodily injury and death, caused by or to the Property after the date of sale to Buyer and will indemnify, defend and hold harmless Seller from such damages.

If this Bill of Sale is signed by more than one person, all persons so signing shall be jointly and severally bound hereby.

In witness whereof, Seller has signed and sealed this Bill of Sale at the City of Belvidere, State of Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer



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

*Daniel Smaha*  
*Deputy Chief—Investigations*

*Shane Woody*  
*Chief of Police*

*David Bird*  
*Deputy Chief—Patrol*

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**TO: Mayor Morris and City Council**  
**FROM: Chief Shane Woody**  
**DATE: April 14, 2025**  
**RE: Purchase of a Recruitment Video**

Presented before you is an invoice from First-In Studios, Inc. for the production of a Belvidere Police Department recruitment video.

The video is intended to tell the story of the Belvidere Police Department and its officers. The goal is to increase visibility of the department to community members, organizations, and prospective candidates.

The Department is requesting to purchase:

1. 1, 1–2-minute film
2. 3, 15-45 second social media reels

These videos can be used in conjunction with our currently grant funded digital campaign and gives us the flexibility of looking at alternative network media exposure as well.

**Motion: To purchase the production of a recruitment video as outlined in the invoice from First-In Studios, Inc. for \$4,940.00 to be paid for from the Belvidere Police Department community policing line item.**

# First-In Studios, Inc.

Elizabeth McMullen | 8154944630 | elizabeth@firstinstudios.com  
6775 Fincham Drive, Suite 2, Rockford, IL, 61108  
<https://www.firstinstudios.com>

## If paying by check, remit to:

First-In Studios, Inc.  
4418 Windswept Way  
Loves Park, IL 61111

## INVOICE

Bill to  
Dan Smaha  
Belvidere Police Department  
smaha@belviderepoliceil.gov  
815-547-5536

Invoice #  
43123-000204

PO #  
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Date issued  
Apr 7, 2025

Next payment due  
Project Deposit

### SERVICE INFO

QTY	UNIT	UNIT PRICE	TAX	TOTAL
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### **Belvidere Police Department Recruitment**

1	Item	\$4,940		<b>\$4,940</b>
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This film is intended to tell the story of the Belvidere Police Department and its officers. The goal is to increase visibility of the department to community members, organizations and prospective candidates. Included:

- 1, 1-2 minute film
- 3, 15-45 second social media reels
- Up to 2 days production
- Delivered within 4-6 weeks

Subtotal	\$4,940
Tax 8.75%	\$0
<b>Total (USD)</b>	<b>\$4,940</b>

### PAYMENT SCHEDULE

AMOUNT	DUE DATE	PAYMENT DATE	PAYMENT ID	STATUS
\$2,470	Project Deposit		#000204-001	Upcoming
\$2,470	Project Completion		#000204-002	Upcoming



Wednesday, April 2, 2025

## Application for Belvidere Parade Permit

### City of Belvidere

401 Whitney Blvd., Belvidere, IL 61008 (815)544-2612

To the City Council of the City of Belvidere, Illinois: The organizer(s) named in this application hereby apply to the Belvidere City Council for a permit to hold a parade or procession as specified below. I/we represent that the information stated in this application is true to the best of my/our knowledge, information and belief.

**Name of Event:** Pirates Victory Parade  
**Name of event organizer:** Katie Humphrey  
**Address** 1006 W Lincoln Ave  
Belvidere, IL, 61008  
**Phone Number** (815) 547-5711  
**Email** khumphrey@belviderepark.org

**If the event is proposed to be conducted for, on behalf of, or by an organization, the name, address, telephone number of the local headquarters of the organization:**

Belvidere Park District  
1006 W Lincoln Ave  
Belvidere, IL 61008  
815-547-5711

**The name, address, telephone number of the person responsible for the conduct of the event if different from the organizer.**

Aly Graham, Supt. of Recreation  
1006 W Lincoln Ave  
Belvidere, IL 61008  
815-547-5711 x102

**The date when the event is to be conducted:** Thursday, May 1, 2025

**The hours when event will start and terminate:** 5:30pm start, 5:45pm end

**The route to be traveled, the starting point, and the termination point:**

The athletes and first responders will line up at the old Pacemaker parking lot, exit left onto Pearl St. and head north to the Community Building Complex. The parade will conclude at Community Building on 1st Street/main entrance of the Community Building.

**Total number of participants expected:** 100

**Total number and type of anticipated floats:** 1 flat bed to carry athletes along parade route.

**Total number and type of anticipated vehicles:** A convoy of first responders (police and fire), and about 15-20 parent vehicles following along.

**Total number and type of anticipated bands:** 0

**Total number and type of anticipated animals:** 0

**Please describe any other features (specify number and types):** N/A - This is the annual event to celebrate the Belvidere Park District Special Olympics Athletes and their accomplishments throughout the year. They are let out at the Community Building at the end of the parade where they will attend their annual banquet.

**Number of spectators anticipated along route:** 100

**The time and location at which units of the event will begin to assembly:** 5:00pm at old Pacemaker Parking Lot

**Any special traffic, parking, or law enforcement problems anticipated (give details):** None anticipated. We are not requesting that any roads be closed for the parade.

The organizer(s) understands that they are responsible for the proper conduct of the parade or procession and agree to cooperate with all law enforcement personnel in conducting a safe, orderly and lawful parade or procession. They further understand that they and all participants and spectators will be subject to all applicable statutes, ordinances and official parade regulations.

Any person signing on behalf of an organization represents that he/she is authorized to sign this application on behalf of the organization.

**Signature**

