



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

Aldersperson Clayton Stevens	Chairman Building
Aldersperson John Albertini	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 Matthew Fleury	Vice-Chairman Planning & Zoning
Aldersperson Rory Peterson	Chairman Public Safety
Aldersperson Jerry Hoiness	Vice-Chairman Public Safety
Aldersperson Sandra Gramkowski	Chairman Public Works
Aldersperson Chris Montalbano	Vice-Chairman Public Works

**AGENDA**

May 12, 2025  
6:00 p.m.  
City Council Chambers  
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

(A) National Police Week Proclamation.

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 – Boone County Government Building Permit Fees.
  - C. Planning Department – Update.
3. Public Works, Unfinished Business:
4. Public Works, New Business:
  - A. Public Works Department – Update.
  - B. Manhole Adjustment Project – Design Engineering.
  - C. Cathodic Protection 2025 Maintenance Agreement.
  - D. Kishwaukee Riverfront Path Extension.
  - E. Kishwaukee Riverfront Path Extension – Easements.
5. Other, Unfinished Business: None.
6. Other, New Business:
  - A. Amendment of Section 74-221(g), Fireworks, of the City Code.
7. Adjournment:



## Boone County Government

1212 LOGAN AVE, STE 102  
BELVIDERE, IL 61008  
PHONE: 815-547-4770 FAX: 815-547-3579

Dear Mayor Morris,

Please accept this letter as a formal request asking that Boone County be placed on the agenda for your upcoming Committee of the whole meeting on May 12<sup>th</sup>. The purpose of this agenda item would be to discuss building permit fees that have been or will be charged to Boone County for our renovations & additions to the County Court House, PSB, Administration Complex, and future Bus Barn. If you already have us planned as an agenda item, thank you, and please consider this note a simple confirmation of that.

We are looking forward to meeting with the City Council and discussing the options as we move forward with these construction projects. As I think all Boone County residents are aware, the Court House is long overdue for these renovations and the upgrades at the Administration Campus are aimed at making our VAC (Veterans Assistance Commission) & Health Department more accessible and efficient for all of our residents.

We are hopeful that you will be supportive in continuing with previous precedents in which no building permit fees were assessed to the County, which allows us to use the taxpayer's money to its maximum potential. Please feel free to contact me if you need any additional information or have any questions.

Thank you,

A handwritten signature in black ink, appearing to read "Karl Johnson", written over a horizontal line.

Karl Johnson

Boone County Board Chairman

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 5/5/2025  
**Re:** Manhole Adjustment Project – Design Engineering

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The current budget includes \$300,000 for Phase II of our manhole adjustments. This project will repair approximately 125 manholes that have been identified by the Street Department as needing repair.

Attached to this memo is a proposal from CES, Inc, in the amount of \$25,000.00 to complete the design engineering and bid documents for the Manhole Adjustment Project.

I would recommend approval of the proposal from CES, Inc, in the amount of \$25,000.00, to complete the engineering for the Manhole Adjustment Project. This work will be paid for from Line Item #41-5-110-8020.



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

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

[Kevin.Bunge@Civilideas.com](mailto:Kevin.Bunge@Civilideas.com)

## WORK AUTHORIZATION

**Date:** April 10, 2025

**Subject:** 2025 Street and/or Manhole adjustments for protruding rims.

**Requested by:** City of Belvidere – Brent Anderson

**Prepare Civil plans and specs for use in public bidding.**

Design of Street and/or Manhole adjustments to correct protruding manholes in City streets. Field work as required to determine the appropriate repair – street, manhole, or both.

Quote assumes a City budget of \$300,000 (in total) which may allow the adjustment of appx 125 manhole locations after accounting for Design Engineering and Construction Engineering.

Not included in the quoted fees:

Easements or ROW surveys or documents; Permit applications (any); Revisions due to changes in the scope or limits of project after our work has commenced; Application fees to any agency; Pavement Cores; Construction Phase services.

**Fees:** Lump sum of \$ 25,000 [\$200/mh (field + draft + design) X 125 manholes]

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name (Owner/Client)

\_\_\_\_\_  
Title

City of Belvidere

\_\_\_\_\_  
Organization (Owner/Client)

Please deliver, mail, e-mail, or fax completed Work Authorization to C.E.S. Inc. at  
[Kevin.Bunge@civilideas.com](mailto:Kevin.Bunge@civilideas.com)

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 5/5/2025  
**Re:** Cathodic Protection 2025 Maintenance Agreement

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Attached is the proposal from Corpro for the 2025 maintenance of our cathodic protection systems installed at our three elevated water storage tanks and the ground reservoir at well #8.

I would recommend entering into an agreement with Corpro for the 2015 Cathodic Protection Maintenance Program at a cost of \$3,900.00, based on their proposal March 3, 2025. This work will be paid for from Water Line Item #61-5-810-6040.



820 Lafayette Road | Medina, OH 44256  
Main 800-443-3516 | Fax: 330-723-6065

March 3, 2025

BRENT ANDERSON  
BELVIDERE, CITY OF  
401 WHITNEY BLVD.  
BELVIDERE, IL 61008

Reference: Cathodic Protection Corrosion Control System

Dear Customer:

Enclosed is our maintenance agreement proposal which will provide for the inspection of the cathodic protection corrosion control equipment listed therein. Your early acceptance will allow for the proper scheduling by the Corrpro Waterworks operational facility in your area of this necessary service to evaluate the corrosion control system in the structure(s) covered by this agreement. Upon approval, please return a signed copy to the address indicated above. If you prefer, you may email [contractcenter@corrpro.com](mailto:contractcenter@corrpro.com) or fax your response to 330/723-6065.

By completing this proposed survey to confirm if your existing cathodic protection system is still functioning properly, you'll reduce your overall operations and maintenance cost and extend the life of your asset. Since the cost of these services seems minimal when compared to the overall cost of your water storage tank investment, we hope you will give our proposal serious consideration. We ask that you please contact us (Toll-Free 1-800/443-3516) should any questions arise.

Very truly yours,

Raychell Whitlow-Long

*Raychell Whitlow-Long*

Contracts Administrator

Enclosure



**ANNUAL SERVICE AGREEMENT  
WATER STORAGE TANK / CLARIFIER  
CATHODIC PROTECTION SYSTEM(S)**

Customer: 2349097  
Contract: 94650

BELVIDERE, CITY OF  
401 WHITNEY BLVD.  
BELVIDERE IL 61008  
UNITED STATES

820 Lafayette Road  
Medina, OH 44256  
Phone: 330.725.6681  
Fax: 330.723.6065  
contractcenter@corrpro.com

ATTN: BRENT ANDERSON

Structure	Capacity	Designation/Location	System No.	Plan	Amount
Elevated Tank	300,000 Tank #7	SOUTH TANK	75931	C	975.00
Elevated Tank	300,000 Tank #6	NORTH TANK	75930	C	975.00
Reservoir	-	WELL #8	76463	C	975.00
Single Pedestal Water Tank	500,000	BELFORD NORTH DRIVE	76648	C	975.00

**For contract period 6/1/2025 through 5/31/2026**

**Total Lump Sum \$3,900.00**

*\* Price reflects multiple tank discount.*

**All service plans include one site visit per contract term to include 1 through 5. Additional plan services as noted below.**

1. Tank-to-Water potential profile within tank to monitor and verify effectiveness of system on submerged surface of tank.
2. Electrical Measurements to test anode and reference cells.
3. Inspect, test, and clean rectifier, controls, meters, contacts, wiring and connections. Replace fuses as required.
4. Adjust system for optimum corrosion control on submerged metal surface of tank.
5. Submit report with all data obtained, evaluation of data, and recommendations for continued performance.

**Plan "A" Service:** Includes one annual inspection as indicated including repair and/or replacement of anodes and rectifiers as required.

**Plan "B" Service:** Includes one annual inspection as indicated including repair and/or replacement of anodes as required.

**Plan "C" Service:** Includes only services listed in items 1 thru 5 above.

**Plan "AA" Service:** Includes two inspections annually as indicated including spring installation and fall removal of anodes as well as repair and/or replacement of anodes and rectifiers as required.

**Plan "BB" Service:** Includes two inspections annually as indicated including spring installation and fall removal of anodes as well as repair and/or replacement as required.

**Plan "CC" Service:** Includes two inspections annually as indicated including spring installation and fall removal of anodes.

Payment is due at the start of the contract period. Additional repairs or replacements of system components would be subject to the subscriber's approval. This agreement does not effect in any way the original warranty on the system(s) described above. Corrpro agrees to maintain General Liability Insurance and Workmen's Compensation Insurance during the annual service period. Client and Corrpro agree that neither party shall be responsible to the other party for incidental, consequential, indirect, punitive, or exemplary damages with respect to any claims, disputes, or other matters in question arising out of or relating to this Agreement or its termination, and Client and Corrpro hereby waive such damage. Corrpro's total liability to Client shall not exceed the amount of compensation actually paid for the services, products, or materials giving rise to the claim. Client and Corrpro waive all rights against each other and any of their subcontractors, agents and employees for all loss or damage to property or its loss of use.

**Please Include Job Site Contact Person:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**CORRPRO COMPANIES, INC.**

**SUBSCRIBER'S ACCEPTANCE**

*Raychell Whitlow-Long* \_\_\_\_\_

Signature: \_\_\_\_\_

Whitlow Long, Raychell Y

Printed Name / Title: \_\_\_\_\_

Date: 4/1/2025

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

Subscriber to mail one signed copy to CORRPRO at the above address.





**CORRPRO Waterworks**  
**ADDITIONAL WATER TANK SERVICES AGREEMENT**

820 Lafayette Road  
Medina, OH 44256  
Phone : 330.725.6681  
Fax : 330.723.6065  
contractcenter@corrpro.com

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**AVIATION LIGHT BULB REPLACEMENT (standard bulbs included)**

REPLACE ALL AVIATION LIGHT BULBS AT THE LISTED COST PER TANK FOR THE FIRST TWO BULBS AND \$25.00 EACH  
ADDITIONAL BULB.

**REPLACEMENT COST \$125.00 PER TANK PER YEAR**

ACCEPTED: YES \_\_\_\_\_ NO \_\_\_\_\_

*\*Price based on Max. bulb size, 116 watt medium screw base Traffic Signal Bulb (116 A21 TS)*

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**INTERIOR LIGHT BULB REPLACEMENT (standard bulbs included)**

REPLACE ALL INTERIOR LIGHT BULBS ACCORDING TO THE LISTED COST FOR THE FIRST FIVE BULBS AND \$10.00 EACH  
ADDITIONAL BULB.

**REPLACEMENT COST \$140.00 PER TANK PER YEAR**

ACCEPTED: YES \_\_\_\_\_ NO \_\_\_\_\_

*\*Price based on Max. bulb size, 150 watt medium screw base Rough Service Incandescent Bulb (150 A23 RS)*

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SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 5/6/2025  
**Re:** Kishwaukee Riverfront Path Extension

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The DCEO Safety and Infrastructure Grant included the installation of 25 removable bollards at various locations in the downtown area to be used during festivals and events. Attached to this memo is a proposal from ARC Design Resources, in the amount of \$7,600.00, for the engineering exhibits at each installation location and preparation of the bid manual.

I would recommend approval of the proposal from ARC Design Resources, in the amount of \$7,600.00, for the bollard installation project. This work will be paid for from grant funds.

April 23, 2025

Mr. Brent Anderson  
Public Works Director  
City of Belvidere

Via email

RE: **Bollard Installation  
Bid Manual Preparation**

Dear Mr. Anderson,

We thank the City of Belvidere for involving us with another community project. We are excited to assist the city with the preparation of a bid manual and associated exhibits. We understand that the City has received a DCOE grant for the installation of removable bollards at various location throughout the City to help prevent motorists from accessing closed areas for special events that occur in the City at various times of year. Our detailed scope of services is as follows:

**Bid Manual**

We will prepare a bid manual meeting the requirements of the DCOE grant. The manual will include DCOE requirements, bid forms, bonding requirements, special provisions, exhibits, etc. We anticipate the DCOE will need to approve the bid package, so have included a submittal and review time. City will issue the project for bids once approved by DCOE.

**Exhibits**

We will prepare exhibits showing the various locations throughout the City where the bollards are to be installed. The exhibits will include the location of the bollard installation and other misc. work items to occur at each location. A site visit might be involved to verify field conditions, but we intend to prepare the necessary exhibits using aerial or other photographs. No survey work is anticipated.

**Reimbursable Expenses**

Reimbursable expenses such as printing, shipping, mileage are included in our fees below as an allowance value to be charged against as needed. Any government related application fees or review fees would be considered additional expenses outside of the contract and would include a 10% courtesy fee if paid upfront by our office on your behalf.

**Proposed Fee Structure**

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

\$ 7,500.00	Bid Manual and Exhibits
\$ 100.00	Reimbursable expenses allowance
<b>\$ 7,600.00</b>	<b>Total</b>

**Schedule**

We can begin preparation of the bid manual and exhibits upon receipt of the signed agreement.

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

Sincerely,

  
Jeffrey S. Linkenheld, P.E.  
Project Manager

## AGREEMENT FOR SERVICES


THIS AGREEMENT FOR ENGINEERING SERVICES is effective Wednesday, April 23, 2025, between Arc Design Resources, Inc., hereinafter referred to as ENGINEER of 5291 Zenith Parkway, Loves Park, IL 61111 and City of Belvidere, hereinafter referred to as the CLIENT for the PROJECT titled Belvidere Bollard Installation (DCOE) 2025.

The Scope of Services to be provided under this agreement is outlined in the Proposal attached, dated April 23, 2025. The fee for the described services will be calculated on a lump sum fee, or by hourly rates on a not-to-exceed basis without client's consent, not including reimbursable expenses and permit fees for surveying and engineering.

This Agreement For Services, the attached General Conditions, and the Proposal represent the entire and integrated Agreement between the CLIENT and the ENGINEER (The Agreement for Services, the General Conditions and the Proposal are hereafter collectively referred to as the "Agreement") and supersede all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and ENGINEER.

Arc Design Resources, Inc.

By

  
Signature

Jeffrey S. Linkenheld

Typed Name

Vice President

Title

City of Belvidere

Address

Signature

Brent Anderson

Typed (or printed) name

Public Works Director

Title

## General Conditions Agreement for Services

Date April 23, 2025  
Client City of Belvidere  
Project Belvidere Bollard Installation (DCOE) 2025

### General Conditions

#### **Responsibilities of Client, Engineer and Contractor**

**Client's Responsibilities:** Client shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Client to Engineer. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. Client shall give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the site of any differing site condition; or
3. any relevant, material defect or nonconformance in:
  - (a) Engineer's services,
  - (b) the construction work,
  - (c) the performance of any construction contractor, or
  - (d) Client's performance of its responsibilities under this Agreement.

With the execution of this Agreement, Engineer and Client shall designate specific individuals to act as Engineer's and Client's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Client under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

**Engineer's Responsibilities:** Engineer shall be responsible for the scope of services defined in the accompanying Proposal and further defined in this Agreement for Services. Construction Phase Services, if included in the scope of services, are defined in this Agreement.

**Reference Conditions:** Engineer is Arc Design Resources, Inc. and will hereinafter be referenced as Arc and the above referenced Client will be referred to as Client. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

**Subcontracting:** Arc shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.

**Change Order:** The term "Change Order" as used herein is a written order to Arc and signed by Arc and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement. Change orders must be signed by both parties within seven days of the date of the change order to avoid suspension of services.

**Severability:** The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

**Billings/Payments:** Invoices for services shall be submitted at Arc's option either upon completion of such services or on a periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Arc may, without waiving any claim or right against the Client and without liability whatsoever to the Client, suspend the performance of the services after giving seven days written notice to Client. Retainers shall be credited on the final invoice.

**Late Payments:** If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms outlined in *Billings/Payments* above. Accounts unpaid 30 days after the invoice date may be subject to monthly service charge of 1.50% on the then unpaid balance (18% true annual rate) at the sole election of Arc. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.



**Dispute Resolution:** Client and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

**Waiver:** No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

**Force Majeure:** Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

**Compliance with Law:** Arc and Client agree to comply with applicable federal, state, and local laws and ordinances and lawful orders, rules, and regulations of any constituted authority. With respect to design codes, Arc shall perform its services in accordance with the Standard of Care to comply with applicable codes and requirements of any authority having jurisdiction over the Project.

**Applicable Law:** The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Illinois.

**Reuse of Documents:** All documents including drawings and specifications furnished by Arc pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by Client or others on extensions of this Project, or on any other project. Any reuse without specific written verification or adaptation by Arc will be at Client's sole risk and without liability of Arc, and Client shall indemnify and hold harmless Arc from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification and adaptation will entitle Arc to further compensation at rates to be agreed upon by Client and Arc.

**Standard of Care:** Services performed by Arc under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

**Hazardous or Geotechnical Conditions:** The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials) or Geotechnical Conditions. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (1) retains appropriate specialist consultants or contracts to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations

**Professional Liability:**

To the fullest extent permitted by law, the total liability, in the aggregate, of Arc, Arc's officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Consultant or \$50,000, whichever is greater.

**Opinions of Cost:** Since Arc has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this Project will be based solely upon its own experience with construction, but Arc cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, it shall employ an independent cost estimator.

**Confidentiality:** Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party.

**Indemnification:** The Client shall indemnify and hold harmless Arc and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the

performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client or anyone directly or indirectly employed by the Client (except Arc). Arc shall indemnify and hold harmless the Client and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of the Arc or anyone directly or indirectly employed by Arc (Except the Client). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the Client and Arc then the responsibility shall lie between the Client and Arc in proportion to their contribution of negligence. In no case shall Arc's liability exceed the limit of liability established under the Professional Liability Section of this contract.

**Term:** Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the attached proposal letter until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement for cause, due to the material default of the other party, at any time by giving seven (7) working days' written notice of such termination to the other party. Upon such termination of this Agreement, Client shall pay and reimburse Arc for services rendered and costs incurred by Arc prior to the effective date of termination. The indemnification of Arc by Client wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

**Without Representation or Warranty:** Arc makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor or such warranties to be implied with respect to the data or service furnished. Arc assumes no responsibility with respect to Client's use of the Project.

**Subpoenas:** The Client is responsible after notification, for payment of time charges and expenses resulting from the required response by Arc to subpoenas issued by any party other than Arc in conjunction with services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

**Precedence:** These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Arc's services.

**Applicability:** These General Conditions, being part of a Professional Service Agreement between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

**Fee Schedule:** Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Arc, they shall be based upon the hourly fee schedule annually adopted by Arc, as more fully set forth in Exhibit A attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by Exhibit A, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

#### **Professional Services With Construction Phase Services**

**Shop Drawing Review:** Client agrees that (1) Arc shall review the contractor's submissions, such as shop drawings, solely for their conformance to information given and the design concept expressed in the documents that Arc issues for construction ("the construction documents"); (2) Arc shall not be responsible for any aspects of a submission that affect or are affected by the means, methods, techniques, sequences, and operations of construction, or safety precautions and programs incidental thereto, all of which are the contractor's responsibility; (3) the contractor will be responsible for lengths, dimensions, elevations, quantities, and coordination of the work with other trades; and (4) the contractor shall be required to review and approve shop drawings and other submittals consistent with this paragraph before submitting them to Arc.

**Construction Observation:** Services performed by Arc at the construction site will be limited to observation of the contractor's work at reasonable intervals to be agreed with the Client, and providing assistance in interpreting the construction documents. On the basis of the on-site observations, Arc shall keep the Client reasonably informed about the progress and quality of the portion of the construction work completed, and report to the Client (1) known deviations from the construction documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the work. Arc shall not have control over, or responsibility for, the acts or omissions of the contractor(s) and is not a guarantor of a contractor's performance. Arc will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, all of which are the contractor's responsibilities under the construction contract.

**Authority and Responsibility:** Arc shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids, and shall have no duties or responsibilities imposed by the Illinois Structural Work Act, nor shall Arc be



responsible for any change to the construction documents made without Arc's written consent. Client warrants that it will make the Contractor aware of its responsibilities as agreed herein and shall write these responsibilities into the contract for construction.

**Defective Work:**

Arc shall not have authority to reject work, but shall advise Client of work observed that Arc believes, in its professional opinion, to be nonconforming to the construction documents. Arc will provide recommendations to Client regarding whether the contractor should correct such nonconforming work or remove and replace it, or whether Client should consider accepting such work for an appropriate credit, if so provided in the contract for construction.

**Professional Services without Construction Phase Services**

Client has declined to retain Engineer for Construction Phase Services. Engineer shall not perform shop drawing review, or have any other obligations during the construction of the Project. Client assumes all responsibility for the application and interpretation of the construction documents, review and responses to contractor claims, construction contract administration, processing of contractor change orders and revisions to the construction documents during construction, unless such revisions are due to negligent errors and omissions in the construction documents. Arc shall not be responsible for any revision to the construction documents made without its consent. The Client further assumes all responsibility for construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering and professional services. Client waives all claims against the engineer that may be connected in any way to construction phase services.

**Exhibit A**

**Arc Design Resources Inc.  
Hourly Charge Rates  
Issued January 1, 2025**

Classification	Current Average Hourly Billing Rates
Administrative Assistant	\$65.00
Engineering Technician	\$105.00
Sr. Engineering Technician	\$120.00
Project Engineer	\$115.00
Sr. Project Engineer	\$140.00
Assistant Project Manager	\$150.00
Project Manager	\$180.00
Partner, Project Manager	\$210.00
Survey Technician	\$100.00
Sr. Survey Technician	\$115.00
Survey Field Technician	\$95.00
Sr. Survey Field Technician	\$115.00
Survey Project Manager	\$175.00
Construction Manager	\$120.00
Landscape Architect	\$135.00

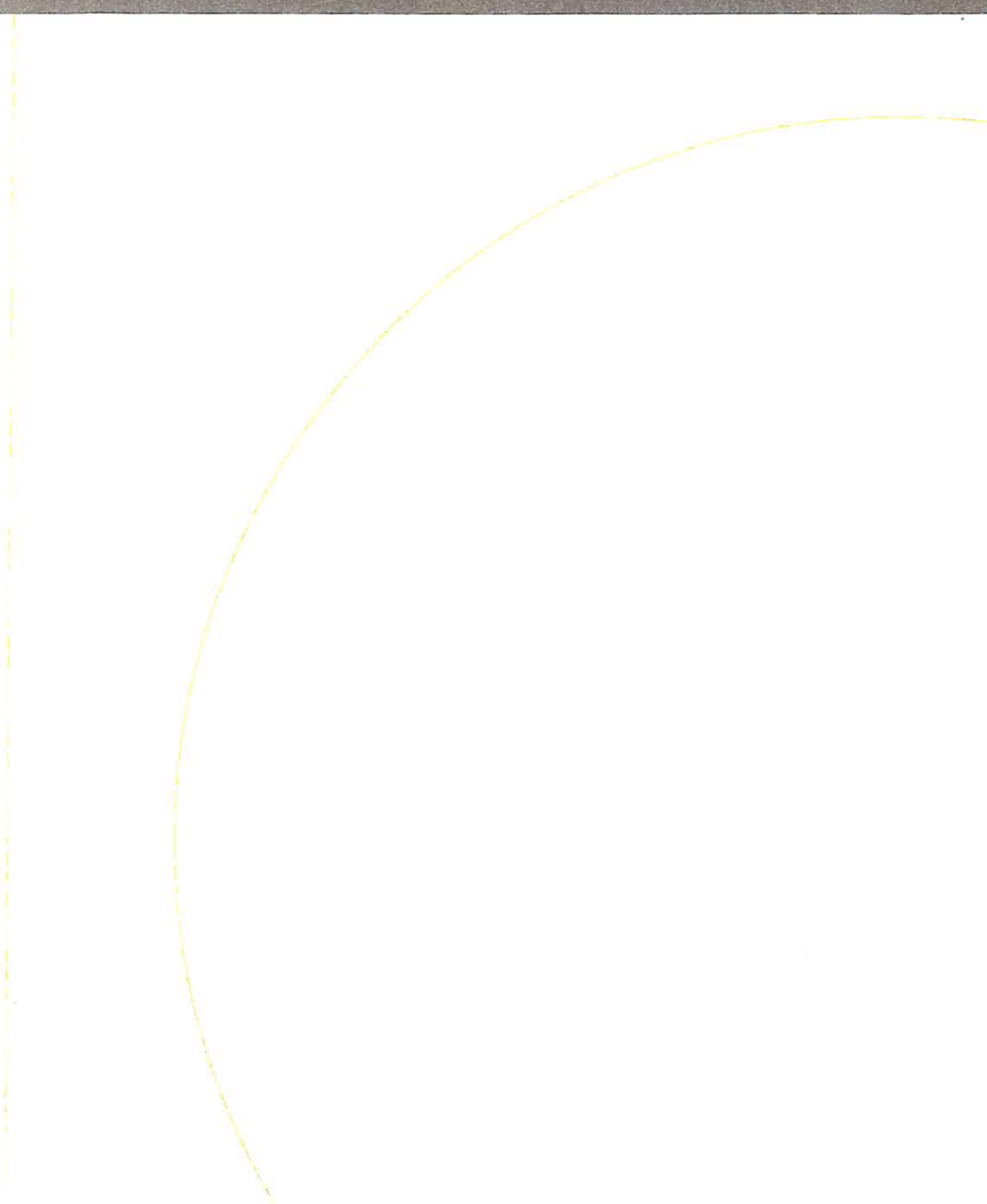
Note: The above rates are valid until December 31, 2025.



CIVIL ENGINEERING  
LAND SURVEYING  
LANDSCAPE ARCHITECTURE

..... ARC DESIGN  
RESOURCES INC.

5291 ZENITH PARKWAY  
LOVES PARK, ILLINOIS 61111  
PHONE: 815.484.4300  
FAX: 815.484.4303  
ARCDDESIGN.COM



# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 5/6/2025  
**Re:** Kishwaukee Riverfront Path Extension - Easements

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The City needs to acquire easements from three property owners to complete the Kishwaukee Riverfront Path project from State Street to Main Street. Attached to this memo is a proposal from Rally Appraisal, in the amount of \$9,600.00, to complete the appraisals for the following properties:

Parcel #05-26-477-034

Parcel #05-26-435-001

Parcel #05-25-302-002

I would recommend approval of the proposal from Rally Appraisal, in the amount of \$9,600.00, to complete the three appraisals required to obtain permanent and temporary easements to construct the Kishwaukee Riverfront Path Extension. This work will be paid for from grant funds and capital funds.



## Rally Appraisal, L.L.C.

Rockford Office • 129 S Phelps Ave Ste 800 • Rockford, IL 61108  
Beloit Office • 400 E Grand Ave Ste 308 • Beloit, WI 53511

Courtney R. Prentice, MAI, SRA  
Jesse L. Weston  
David W. Love  
Charly A. Pinto  
Jared M. Lines  
Brandon L. Mitchell  
Caden R. Prentice

Rockford Tel: (815) 229-3331  
Beloit Tel: (608) 313-5739  
Email: [rockford@rallyappraisal.com](mailto:rockford@rallyappraisal.com)  
Email: [beloit@rallyappraisal.com](mailto:beloit@rallyappraisal.com)  
Web: [www.rallyappraisal.com](http://www.rallyappraisal.com)

May 6, 2025

City of Belvidere  
Brent Anderson, Public Works Director  
401 Whitney Blvd  
Belvidere, IL 61008

RE: Acquisition of Fee Title ROW – 3 Parcels for Path from Doty Park to Main Street  
Parcel #05-26-477-034  
Parcel #05-26-435-001  
Parcel #05-25-302-002  
All Located in Belvidere, IL 61008 (Boone County)

Dear Client:

Rally Appraisal, LLC agrees to provide a written appraisal report for each parcel identified above in accordance with the following terms. Please sign and return a copy. We look forward to being of service to you.

This letter forms our agreement for appraisal services regarding the identified property and is referred to below as the "Agreement". When capitalized, the term "Personnel" refers to any and all employees, partners, owners, shareholders, members, officers, directors or independent contractors of the respective party.

1. Specifications of the Appraisal.

<b>Subject Property:</b>	3 Parcels as noted above
<b>Interest to be Valued:</b>	<i>ROW acquisition of the permanent and temporary easement</i>
<b>Intended Use:</b>	<i>Establish fair compensation for ROW</i>
<b>Intended User(s):</b>	<i>City of Belvidere is the client. The appraisal is prepared solely for the use and benefit of the Client.</i>
<b>Type of Value:</b>	<i>Market Value of the permanent and temporary easement</i>
<b>Date of Value:</b>	Current date
<b>Hypothetical conditions, Special/Extraordinary assumptions:</b>	<i>No hypothetical conditions or extraordinary assumptions.</i>

<b>Anticipated Scope of Work:</b>	Appraiser's anticipated scope of work for developing the appraisal will include: <i>All three approaches to value will be considered and analyzed.</i>
<b>Report Option and Format:</b>	<i>Appraisal Report</i>
<b>Delivery Date:</b>	<i>6 weeks from engagement, if not sooner</i> Appraiser will use Appraiser's best efforts to deliver the appraisal report no later than such date. Appraiser's delivery of the report is contingent on Appraiser's timely receipt of information and documentation from Client and other parties. In the event of a delay beyond that date, Appraiser will inform Client promptly as soon as reasonably practicable.
<b>Prior Services Regarding Subject Property (USPAP Disclosure):</b>	Appraiser has not performed prior appraisal services regarding the subject property
<b>Special Conditions:</b>	<i>None</i>
<b>Appraisal Fee:</b>	<i>\$9,600 (\$3,200 per report)</i>
<b>Payment Terms:</b>	<i>Final payment for the entire fee will be paid prior to appraisal being released to the client. Appraiser is willing to invoice the City of Belvidere if necessary.</i>

**2. Property Documentation.** Client agrees to provide Appraiser with the documentation required and requested by the Appraiser to complete the appraisal. Delays in Appraiser's receipt of requested documentation may result in Appraiser being unable to deliver the appraisal report on the agreed-upon delivery date.

**3. Appraisal Statements and Conditions.** The appraisal performed under this Agreement will be subject to all statements, assumptions, limiting conditions and other conditions (collectively, "Appraisal Conditions") set forth in the appraisal report. Client agrees that Client will review the Appraisal Conditions upon receipt of the report and that Client's use of the appraisal will constitute acceptance of the Appraisal Conditions. The Appraisal Conditions shall be considered as being incorporated into and forming part of this Agreement with respect to the appraisal in which they are contained and shall, in any case, apply to the appraisal in which they are contained.

**4. Confidentiality.** Appraiser and its Personnel will comply with all duties of confidentiality imposed by applicable law and professional standards. Client agrees that Appraiser and its Personnel may disclose the appraisal report, assignment results and other information relating to the appraisal, including information which may be considered confidential under applicable professional standards, to third parties as required by law, and as necessary for compliance with professional standards. Client consents to and authorizes Appraiser and its Personnel to disclose the appraisal report, assignment results and other information relating to the appraisal, including information which may be considered confidential under applicable professional standards, in response to threatened or actual legal or regulatory actions or for insurance coverage of such matters.

**5. When Appraiser's Obligations Are Complete.** Appraiser's obligations under this Agreement are complete when the appraisal report specified above has been delivered to Client.

**6. Withdrawal of Appraiser prior to Completion of Assignment.** Appraiser may withdraw without penalty or liability from the assignment(s) contemplated under this Agreement before completion or reporting of the appraisal in the event that Appraiser determines, at Appraiser's sole discretion, that incomplete information was provided to Appraiser prior to the engagement, that Client or other parties have not or cannot provide Appraiser with documentation or information necessary to Appraiser's analysis or reporting, that conditions of the subject property render the original scope of work inappropriate, that Appraiser becomes aware that a conflict of interest has arisen, or that Client has not complied with its payment obligations under this Agreement. Appraiser shall notify Client of such withdrawal in writing.

**7. Testimony in Court or Other Proceedings.** Unless otherwise stated in this Agreement, Client agrees that Appraiser's engagement pursuant to this Agreement does include Appraiser's participation in or preparation for providing testimony as an expert witness. The additional fee is \$1,000 for a minimum half day or \$250 per every hour thereafter. For Zoom court testimony, fees are \$250 per hour. Items that may be included in hourly charges are phone calls, prep time, travel time and other customary court expenses.

**8. No Unauthorized Use.** The Appraiser's opinions or conclusions may not be published or used in any advertising materials, property listings, investment offerings or prospectuses, or securities filings or statements without Appraiser's prior written authorization. Any party who publishes or uses the report or Appraiser's work product without such authorization or who provides the report or Appraiser's work product for such unauthorized use or publication agrees to indemnify and hold Appraiser and Firm harmless from and against all damages, liabilities, losses, causes of actions, expenses, claims and costs, including attorneys' fees, incurred in the investigation and/or defense of any claim arising from or in any way connected to the unauthorized use or publication. (As used here and in other parts of this Agreement, "Firm" means any business entity employing the Appraiser or of which the Appraiser is a partner, owner, shareholder, member, officer, director or independent contractor, and includes the other employees, partners, owners, shareholders, members, officers, directors or independent contractors of any such entity.)

**9. No Third Party Beneficiaries.** Unless identified expressly in this Agreement, there are no third party beneficiaries of this Agreement, and no other person or entity shall have any right, benefit or interest under this Agreement. The identification of a party as an intended user of the appraisal does not mean that the party is a third party beneficiary of this Agreement.

**10. Designation as an Expert Witness.** Unless otherwise stated in this Agreement, Client will not designate or disclose Appraiser or any of its Personnel as an expert witness in any court, arbitration or other proceeding without the prior written consent of Appraiser.

**11. Appraiser Not Responsible for Certain Conditions.** Notwithstanding that Appraiser may comment on, analyze or assume certain conditions in the appraisal, unless otherwise stated in the report, Appraiser shall have no responsibility for investigating and shall have no responsibility or liability for matters pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations and hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise.

**12. Maximum Time Period for Legal Actions.** Unless the time period is shorter under applicable law, any legal action or claim relating to the appraisal or this Agreement shall be filed in court (or in the applicable arbitration tribunal, if the parties to the dispute have executed an arbitration agreement) within two (2) years from the date of delivery to Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time period stated in this section shall not be extended by any delay in the

discovery or accrual of the underlying claims, causes of action or damages. The time period stated in this section shall apply to all non-criminal claims or causes of action of any type, except for intentional fraud or intentionally wrongful conduct.

**13. Limitations of Liability.** Professional standards for the performance of real estate appraisals require that appraisers perform their services independently, impartially and objectively. Clients and other users of appraisals often have separate legal or regulatory obligations imposed on them in relation to the appraisal process. The provisions of this section are designed to assure that an appraiser can render appraisal services in compliance with professional standards for reasonable compensation and to assure that clients and users can comply freely with their own professional and legal obligations. If any conditions are not appropriate for a particular assignment, they may be negotiated, but the modification must be in writing and signed by the parties' subject to the modification.

- a. **Limitations of Liability.** To the fullest extent permitted by applicable law, the maximum monetary liability of Appraiser, Firm or Client to one another or to any third party (regardless of whether such party's claimed use or reliance on the appraisal was authorized by Appraiser) for any and all claims or causes of action relating to the appraisal or Agreement shall be limited to the total compensation actually received by Appraiser for the appraisal or other services that are the subject of the claim(s) or cause(s) of action.

This limitation of liability extends to all types of claims and causes of action, whether in contract or tort, but excludes: (i) claims/causes of action for intentionally fraudulent or criminal conduct, intentionally caused injury, or unauthorized use or publication of the appraisal or Appraiser's work product or (ii) claims/causes of action by Appraiser or Firm for the collection of unpaid compensation for the appraisal or other services (for which the maximum recovery shall be the total amount unpaid and owing to Appraiser, plus applicable interest and late charges).

- b. **No Special or Consequential Damages.** No Appraiser, Firm or Client shall be liable to one another or to any third party for special or consequential damages relating to the appraisal or Agreement, including, without limitation, loss of profits, prospective business opportunities, or damages caused by loss of use of any property, regardless of whether arising from negligence or breach of the Agreement or otherwise, and regardless of whether a party was advised or knew of the possibility of such damages.

**14. Entire Agreement.** This Agreement and the Terms and Conditions set forth the entire agreement of the parties with respect to the services described herein. Other than such materials that are incorporated expressly into this Agreement, no other agreement, statement, or promise made on or before the date this Agreement became effective, oral or otherwise, will be binding on the parties.

**15. Modifications.** This Agreement may only be modified by a subsequent agreement of the parties in writing signed by all the parties.

**16. Severability.** If any provision of this Agreement is held, in whole or part, to be void, unenforceable or invalid for any reason, the remainder of that provision and the remainder of the entire Agreement shall be severable and remain in full force and effect.

**17. Governing Law and Jurisdiction.** This Agreement and any dispute between Client and Appraiser shall be governed by the law of the state in which Appraiser's office as specified in this Agreement is located, exclusive of that state's choice of law rules. Client and Appraiser agree that any legal proceeding brought by either party to interpret or enforce this Agreement, or to enforce an arbitration award entered pursuant to this Agreement, shall be brought in a state or federal court having jurisdiction over the location of Appraiser's office as specified in this Agreement, and the parties hereby waive any objections to the personal jurisdiction or venue of said court.

**18. Notices.** Any notice or request required or permitted to be given to any party shall be given in writing and shall be delivered to the receiving party by: a) registered or certified mail, postage prepaid; (b) overnight courier, such as Federal Express, United Parcel Service or equivalent; or (c) hand delivery. The address for delivery of any notice shall be the address for the party as specified in this Agreement, or at such other address as party may designate by written notice to the other party in conformance with this paragraph. Unless otherwise specified herein, notice shall be effective the date it is postmarked or given to a third party for delivery to the receiving party, whether or not the receiving party signs for or accepts delivery of such notice.

**19. Signature and Copies.** A signature on a copy of this Agreement received by email or in digital form is binding upon the parties as an original. The parties shall treat a printout of the emailed or digital form as a duplicate original.



**Client**

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

Name: Brent Anderson

Title: Public Works Director

City of Belvidere

Dated: \_\_\_\_\_

**Appraiser/Appraisal Firm**

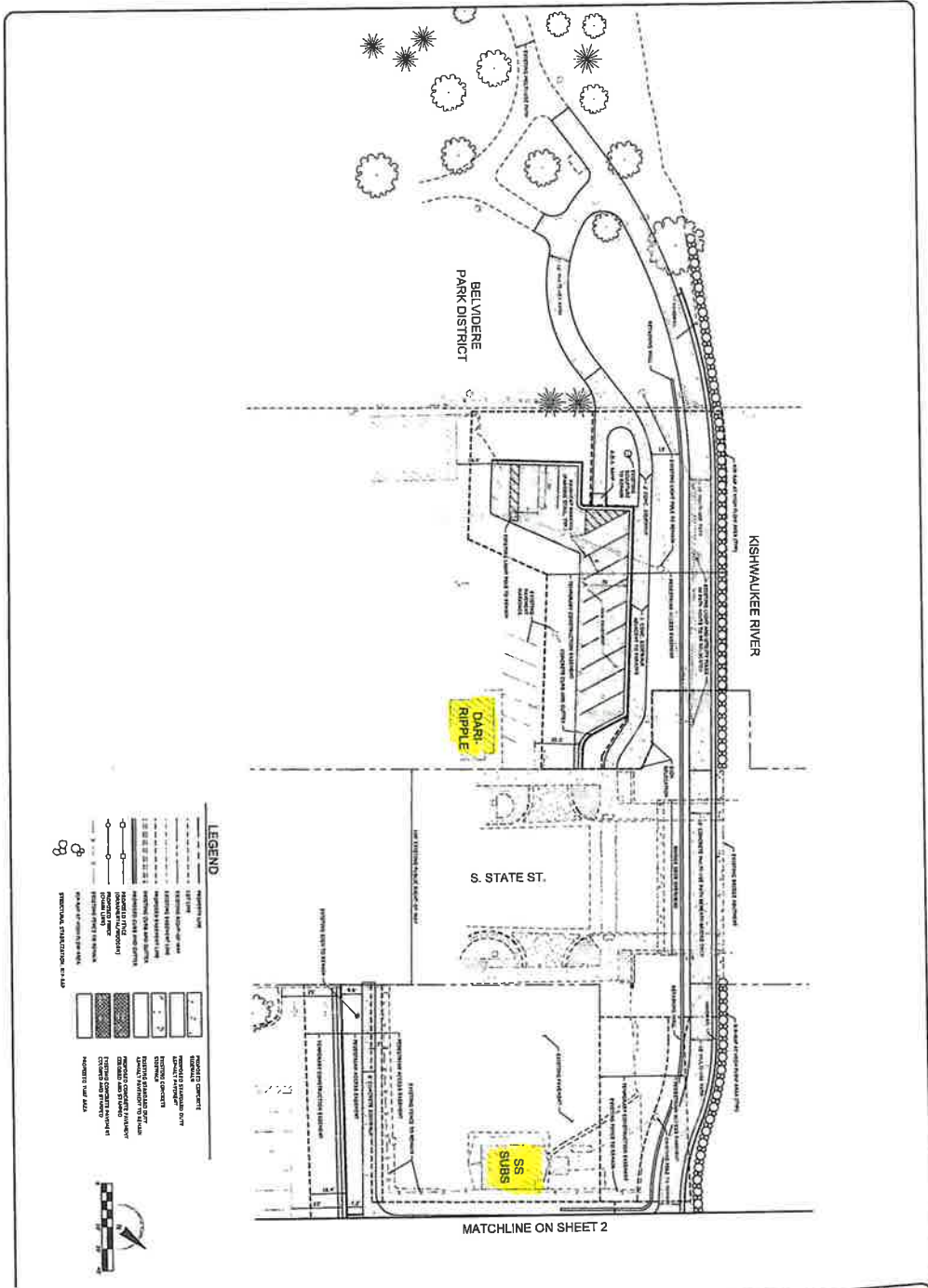
By: Courtney R. Prentice

Name: Courtney R. Prentice, MAI, SRA

Title: Director of Northern Illinois and  
Southern Wisconsin Operations

Rally Appraisal, LLC

Dated: May 6, 2025



**ARC DESIGN**  
 EXPERIENCES INC.  
 100 SOUTH MAIN STREET  
 SUITE 200  
 BELVIDERE, IL 60009  
 PHONE: 815.336.1111  
 FAX: 815.336.1112  
 WWW.ARCDESIGNINC.COM

**KISHWAUKEE RIVERFRONT PATH**  
 BELVIDERE, IL  
 BOONE COUNTY  
 DATE: 10/15/14  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	10/15/14	[Name]	[Name]
2	ISSUED FOR CONSTRUCTION	10/15/14	[Name]	[Name]
3	AS BUILT	10/15/14	[Name]	[Name]
4	REVISION	10/15/14	[Name]	[Name]
5	REVISION	10/15/14	[Name]	[Name]
6	REVISION	10/15/14	[Name]	[Name]
7	REVISION	10/15/14	[Name]	[Name]
8	REVISION	10/15/14	[Name]	[Name]
9	REVISION	10/15/14	[Name]	[Name]
10	REVISION	10/15/14	[Name]	[Name]

**MULTI-USE PATH OVERALL EXHIBIT**

**24076**  
**1 of 2**



# Memo

**To:** Mayor and City Council  
**From:** Mike Drella  
**cc:**  
**Date:** May 7, 2025  
**Re:** Fireworks

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In 2023 the City Council increased the minimum fine for using unlawful fireworks in the City to \$500.00. The goal was to dissuade those who previously utilized illegal and dangerous fireworks from doing so in the future.

Unfortunately, individuals continue to unlawfully use certain fireworks within the City. As such, the Administration now recommends increasing the minimum fine for possession or using illegal fireworks in the City to \$750.00. Similarly, the Administration recommends increasing the maximum fine from the non-home rule maximum fine of \$750.00 to \$1,500.00.

**Recommended Motion:** Motion to approve an ordinance amending section 74-221(g) to increase the minimum fine to \$750.00 and the maximum fine to \$1,500.00 and to include injury to persons or property as factors to be considered in aggravation.

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## Sec. 74-221. Fireworks.

- (a) *Fireworks defined.* The term fireworks shall mean and include any explosive composition, or any substance or combination of substances, or article prepared for the purpose of producing a visible or audible effect of a temporary exhibitional nature by explosion, combustion, deflagration or detonation, and shall include blank cartridges, toy cannons, in which explosives are used, the type of balloons which require fire underneath to propel the same, firecrackers, torpedoes, skyrockets, Roman candles, bombs, or other fireworks of like construction and any fireworks containing any explosive compound, or any tablets or other device containing any explosive substance, or containing combustible substances producing visual effects, provided, however, that the term "fireworks" shall not include snake or glow worm pellets, smoke devices, trick noisemakers known as "party poppers," "booby traps," "snappers," "trick matches," "cigarette loads" and "auto burglar alarms," sparklers, toy pistols, toy canes, toy guns or other devices in which paper or plastic caps containing 25-hundredths grains or less of explosive compound are used, providing they are so constructed that the hand cannot come in contact with the cap when in place for the explosion, and toy pistol paper or plastic caps which contain less than 25-hundredths grains of explosive mixture, the sale and use of which shall be permitted at all times.
- (b) *Sale, use or explosion prohibited.* Except as hereinafter provided, it shall be unlawful for any person, firm, co-partnership, or corporation to knowingly possess, offer for sale, expose for sale, sell at retail, or use or explode any fireworks, provided that the corporate authorities grant permits for supervised public displays of fireworks. Every such display shall be handled by a competent individual who is licensed as a lead pyrotechnic operator. Application for permits shall be made in writing at least 15 days in advance of the date of the display. After such privilege shall have been granted, sales, possession, use and distribution of fireworks for such display shall be lawful for that purpose only. No permit granted shall be transferable.

No permit shall be required, under the provisions of this section, for supervised public displays by the city.

The governing body shall require proof of insurance from the permit applicant in a sum not less than \$1,000,000.00 conditioned on compliance with the provisions of this law and the regulations of the state fire marshal which are hereby adopted by this reference.

Possession by any party holding a certificate of registration under "The Fireworks Regulation Act of Illinois," [FN1] filed July 20, 1935, or by any employee or agent of such party or by any person transporting fireworks for such party, shall not be a violation, provided such possession is within the scope of business of the fireworks plant registered under that act.

- (c) *Protected areas.* No fireworks shall be discharged, ignited or exploded at any point in the city within 600 feet of any hospital, asylum or infirmary.
- (d) *Fireworks showers.* The use of what are technically known as fireworks showers or any mixture containing potassium chlorate, and sulphur in theatres or public halls is hereby prohibited.
- (e) *Transportation signals or fuses.* Nothing in these regulations shall be construed as prohibiting the manufacture, storage or use of signals or fuses necessary for the safe operation of railroads, trucks, aircraft, or other instrumentalities of transportation.
- (f) *Public property.* The sale and use of sparklers or similar items on public property is hereby prohibited.
- (g) *Nuisance declared and penalties.*
- (1) Any violation of this section is hereby declared to be a public nuisance.
  - (2) Any person violating this section shall pay a fine of not less than ~~\$500.00~~ \$750.00 nor more than ~~\$750.00~~ \$1,500.00. In sentencing, the court shall consider the amount and type of fireworks, if any

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injury to persons or property occurred as a result of the fireworks ~~as well as~~ and any prior violations of this section.

- (3) Upon a finding or plea of guilty, the court shall direct, by appropriate order, the city to safely destroy the confiscated fireworks without compensation to the owner or defendant.