



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**

June 9, 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. Planning Department – Update.
  - C. Case 2023-13 Extension Request.
3. Public Works, Unfinished Business:
4. Public Works, New Business:
  - A. Public Works Department – Update.
  - B. Sale of Surplus Vehicles and Equipment.
  - C. Pavement Sprayer Replacement – Street Department.
  - D. Sanitary Sewer Manhole Lining.
  - E. Sewer Cleaner Truck Repairs.
  - F. Well #11 Facility – Bid Tabulation.
  - G. Well #11 Facility Construction Engineering Services.
5. Other, Unfinished Business: None.
6. Other, New Business:
  - A. Motion to forward to the 6/9/2025 Special Meeting of the City Council an Ordinance Annexing Certain Territory Lying South of US Business Route 20, and East of Distillery Road and North of US Business Route 20 Between Distillery Road and Beaver Valley Road to the City of Belvidere, Boone County, Illinois.
  - B. Outdoor Burning.
  - C. Contract for Exchange of Surplus Parking Lots.
  - D. Police – Request to Purchase 2025 Dodge Durango.
  - E. Fire – Preemption System Installation at Two Intersections.
  - F. St James Catholic Church Parish Festival Block Party Request.
7. Adjournment:

## **MEMO**

**DATE:** May 28, 2025  
**TO:** City Council and Clerk  
**FROM:** Gina DelRose, Community Development Planner  
**RE:** Case 2023-13 Extension Request

On June 5, 2023, the City Council approved a special use for indoor commercial entertainment (video gaming) according to ordinance 628H. Section 150.904(K) of the Belvidere Zoning Ordinance states *"start of construction of any and all special uses shall be initiated within 365 days of their approval by the City Council and shall be operational within 730 days of said approval."* Construction did not start within the required time frame and on June 18, 2024, City Council approved a one-year extension for the special use that.

Due to changes within the May's Lounge corporation, building permits have not been requested or obtained. Therefore, the applicant is requesting an additional one-year extension, allowing the start of construction to be extended until June 5, 2026.

**Requested Motion:** Motion to approve a one-year extension for a special use allowing indoor commercial entertainment at 1868 Crystal Parkway (Case 2023-13).



Friday, May 27, 2025

**Via Email**

Gina DelRose  
Community Development Planner  
City of Belvidere  
401 Whitney Blvd., Suite 300  
Belvidere, IL 61008

**Re: Special Use – Case 2023-13; 1868 Crystal Parkway (“Special Use”)**

Dear Ms. DelRose,

May's Belvidere, LLC respectfully requests an extension to its Special Use. Construction at this location was delayed because of proposed modifications to May's design and branding. It is Anticipated that we work with community development on the plans through the summer of 2025 with the hopes that we can open the facility by the year end.

Please contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "ZTH", with a long horizontal flourish extending to the right.

Zachary T. Heidner, Manager

401 Whitney Boulevard, Suite 200  
Belvidere, Illinois 61008  
815-544-9256 Fax: 815-544-4255

**Belvidere Public Works**

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 6/2/2025  
**Re:** Sale of Surplus Vehicles and Equipment

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Attached to this memo is an ordinance to sell surplus public works department vehicles and equipment. I would recommend that the ordinance be forwarded to the City Council for approval.

ORDINANCE #

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY  
(CITY VEHICLES)

WHEREAS, the City of Belvidere Public Works Department is in possession of certain used vehicles, described in Exhibit A that are no longer needed or useful; and

WHEREAS, the Vehicles constitutes surplus personal property within the meaning of 65 ILCS 5/11-76-4; and

WHEREAS, the Corporate Authorities of the City find that the previously referenced Vehicles are no longer necessary or useful to or in the best interest of the City.

NOW THEREFORE IT IS ORDAINED by the CITY COUNCIL of the City of Belvidere, Boone County Illinois, as follows:

**SECTION 1:** The foregoing recitals are incorporated herein as if fully set forth.

**SECTION 2:** The Mayor, or his designee, is authorized and directed to sell the Vehicles identified in Exhibit A by any means authorized by State Statute, as well as by internet auction site, other auction methods, trade in for new vehicles or by any other commercially reasonable method.

**SECTION 4:** If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

**SECTION 5:** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 6:** This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Ayes:

Nays:

Absent:

APPROVED:

Mayor Clinton Morris

(SEAL)

ATTEST: City Clerk Erica Bluege

Passed:  
Approved:  
Published:

## EXHIBIT A

2000 International IH2554 10 Yard Dump Truck	Vin.	1HTGCADT2YH267804
1989 Volvo Semi Truck	Vin.	4V1BDBBE4KN614039
1993 Chevy Suburban	Vin.	1GNFK16K2PJ352883
2005 GMC Envoy	Vin.	1GKDT13S762348424
1982 Chevy StepVan	Vin.	1GBHP32M4C3320249
2000 IH 4900 5 Yard Dump Truck	Vin.	1HTSDAAN7YH253376
1995 GMC 2500 Pick Up Truck	Vin.	1GTGK24F8SE515384
1987 Mack DM 10 Yard Truck	Vin.	1M2B126C9HA014807
1986 John Deere 750 Tractor		
1974 Cat 920 Loader		
Fiatallis Wheel Loader		
1969 Tanker Trailer		
1976 Case 380 Tractor		



# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 6/3/2025  
**Re:** Pavement Sprayer Replacement – Street Department

---

One of our two walk behind pavement paint sprayers was lost in the fire at the Street Department. Attached to this memo is a proposal for a replacement sprayer from Sherwin Industries, our local Graco Distributor, for a Linelazer V 5900 HP two-gun automatic sprayer in the amount of \$16,113.50.

I would recommend approval of the proposal from Sherwin Industries, in the amount of \$16,113.50, for a Graco Linelazer V9500 paint sprayer. This equipment will be paid for from Street Department Line Item #01-5-310-6020 with reimbursement from insurance.

**Sherwin Industries, Inc.**

# QUOTATION

2129 W. MORGAN AVENUE MILWAUKEE, WI 53221 PHONE (414) 281-6400 FAX (414) 281-6404

**Customer Information:**

City of Belvidere  
Dan Anderson 815-544-6622  
401 Whitney Blvd Belvidere, IL 61008  
danderson@belvidereil.gov

**Date: 05/20/2025**

**NOTE:** Quotation is good for  
30 days from the above date.  
Prices quoted are for  
quantities shown only.

PART #	DESCRIPTION	UNIT PRICE	PER	QUANTITY	TOTAL
17H458	GRACO LineLaver V 5900 HP Automatic Series, Two Guns Automatic	\$14,365.00	EA	1	\$14,365.00
	<b>OPTIONS</b>				
241105	15 Gallon Paint Hopper	\$387.56	EA	1	\$387.56
277064	EZ Bead Sysytem w/ 2 Dispensers, 6"	\$1,360.94	EA	1	\$1,360.94

IF YOU HAVE ANY QUESTIONS CONCERNING THIS QUOTATION,  
PLEASE CONTACT JEFF GILMOUR  
PHONE (608) 400-1393  
EMAIL: JGILMOUR@SHERWININDUSTRIES.COM

SUBTOTAL	
FREIGHT	INCLUDED
SALES TAX	N/A
TOTAL	

# **LINELAZER V 3900/5900**

## **FULLY AUTOMATED STRIPING SOLUTION**

For those advanced striping jobs that require layout work or skip lines, Graco has a solution for you with the LineLazer V 3900/5900 HP Automatic line strippers. Add the LazerGuide 2000 Laser-Layout System and remove all the guesswork.



### **AUTOMATICALLY STRIPE SKIP LINES**

#### **Automatic Paint Gun System**

- Reduce operator fatigue — push button line production
- Quality solenoid-driven system

### **VALUABLE JOB INFORMATION**

#### **J-Log System with USB Download**

- Proof of job = more striping opportunities
- USB download capability allows you to capture and save all job data

### **LESS LAYOUT TIME**

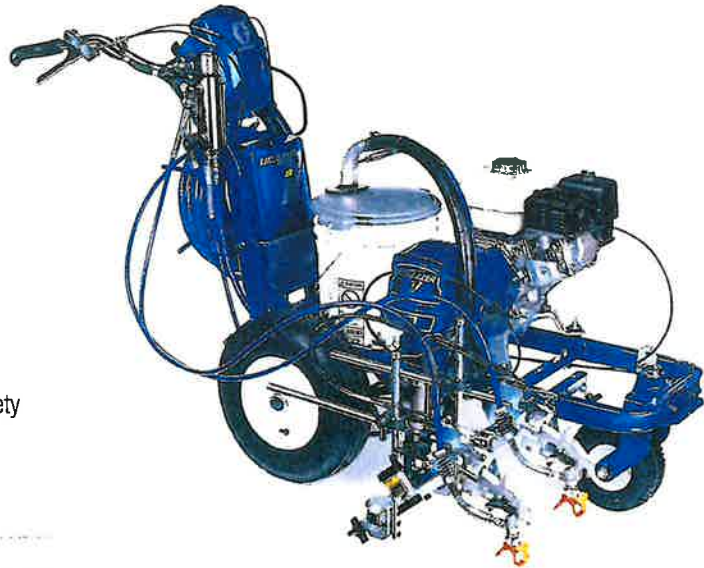
#### **Auto-Layout II**

- Easy to use — cuts layout time in half
- Exclusive LazerGuide 1700
- Start/Stop Laser

### **STAY CHARGED**

#### **Onboard Battery Power**

- 12 V battery stays charged
- Easily power LED lights, safety beacons and lasers



*LineLazer V 5900  
HP Automatic shown*

#### **Also includes all LineLazer V 3900/5900 Standard Series features:**

- EasyMark Gun Adjustment System
- EZ Align Wheel System
- DualComfort Handlebar System
- LiveLook Display with SmartControl

### **HIGHER PRODUCTIVITY**

Stop wasting time with strings, tape measures and chalk

### **LESS LABOR**

One-person parking lot striping

### **LESS FATIGUE**

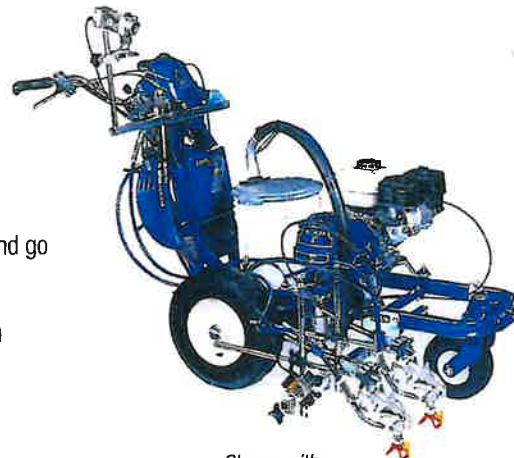
No more kneeling down to move string lines or measuring tapes

### **SIMPLE OPERATION**

Just line it up with the target box and go

### **ACCURATE STRIPING**

Straight lines every time — even in windy conditions



*Shown with  
LazerGuide 2000*

#### **LINELAZER V 3900/5900 HP AUTOMATIC SERIES STRIPERS**

LineLazer V 3900, 2 Guns: 1 Automatic, 1 Manual	17H452
LineLazer V 3900, 2 Automatic Guns	17H453
LineLazer V 3900, 2 Guns: 1 Automatic, 1 Manual, LazerGuide 2000	17U804
LineLazer V 3900, 2 Automatic Guns, LazerGuide 2000	17U805
LineLazer V 5900, 2 Guns: 1 Automatic, 1 Manual	17H457
LineLazer V 5900, 2 Automatic Guns	17H458
LineLazer V 5900, 2 Guns: 1 Automatic, 1 Manual, LazerGuide 2000	17U802
LineLazer V 5900, 2 Automatic Guns, LazerGuide 2000	17U803

#### **PART #**

17H452
17H453
17U804
17U805
17H457
17H458
17U802
17U803

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 6/3/2025  
**Re:** Sanitary Sewer Manhole Lining

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We have ten brick sanitary sewer manholes along State Street that can be repaired by lining instead of having to be completely rebuilt. We have received the following proposals to line the manholes:

- |   |             |
|---|-------------|
| 1. Advanced Rehabilitation Technology<br>525 Winzeler Drive<br>Bryan, Ohio 43506    | \$44,420.00 |
| 2. Summit Infrastructure<br>607 Debruin Road<br>Combined Locks, WI 54113            | \$49,825.00 |
| 3. Midwest Infrastructure Coatings<br>10007 Marina Road<br>Jefferson City, MO 65101 | \$52,050.00 |

I would recommend approval of the proposal from Advanced Rehabilitation Technology, to complete the lining of ten sanitary sewer manholes at a cost of \$44,420.00. This work will be paid for from sewer depreciation line item #61-1790.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 6/4/2025  
**Re:** Sewer Cleaner Truck Repairs

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Our 2020 Vactor sewer cleaner truck is in need of repair and we will be required to rent a replacement sewer cleaner while our truck is being serviced. The cost to rent a Vactor sewer cleaner is \$ 4,700 per week.

I would recommend renting a Vactor sewer cleaner in an amount not-to-exceed \$ 9,400 while our 2020 Vactor sewer cleaner truck is down for repairs. The rental cost will be paid for from sewer collection line item #61-5-830-6020.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** June 6, 2025  
**Re:** Well #11 Facility - Bid Tabulation

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Attached to this memo is the bid tabulation for the Well #11 Facility Construction Project. The base bid included all three components (facility, booster pumps, storage reservoir), bid alternate #1 included the facility only and bid alternate #2 included the facility and booster pumps. We have received \$5,000,000 in principal forgiveness from the IEPA emerging contaminants funding for this project. The apparent low bidder, according to the base bid, has been deemed not responsive due to not submitting a price for bid alternate #2 and failing to complete all of the required forms to be submitted with the bid. Therefore, L&L Builders is the low bidder according to the base bid and our recommendation is to approve the low bid including alternate #1 which is \$7,155,000. We are requesting \$2,155,000 from the IEPA Public Water Supply Loan Program Bypass funding for the balance of this project. If the bypass funding is not available, we will have to secure financing for the balance of the project.

The following motions are needed:

1. Motion to forward to the 6/9/2025 Special Meeting of the City Council the rejection of the bid from Premier design and Build Group as non-responsive due to their failure to submit a price for each bid alternative as required, not filling out and signing the Notice to Labor Unions or Other Organizations of Worker - Nondiscrimination in Employment and not providing any evidence of having advertised for DBE participation.
2. Motion to forward to the 6/9/2025 Special Meeting of the City Council the approval of the low bid, including Alternate #1, in the amount of \$7,155,000, from L&L Builders, Inc.

This project will be paid for from IEPA Emerging Contaminant Funds, IEPA Bypass Funds and or local funds.

Bids Received: 10 A.M.  
May 29, 2025

STRAND ASSOCIATES, INC.®  
910 West Wingra Drive  
Madison, WI 53715

CITY OF BELVIDERE  
BELVIDERE, ILLINOIS  
WELL NO. 11 FACILITY  
CONTRACT 1-2025

BID TABULATION SUMMARY

Bidder and Address	Bid Bond	Addenda Acknowledged	Lump Sum Base Bid	Bid Alternative No. 1	Base Bid + Bid Alternative No. 1	Bid Alternative No. 2	Base Bid + Bid Alternative No. 2
L&L Builders, Inc. 5612 Industrial Avenue Loves Park, IL 61111	10%	Yes	\$8,710,000	(\$1,555,000)	\$7,155,000	(\$1,029,000)	\$7,681,000
Stenstrom Construction Group 2420 20th Street Rockford, IL 61104	10%	Yes	\$9,010,000	(\$1,756,000)	\$7,254,000	(\$1,143,000)	\$7,867,000
PREMIER Design + Build Group, LLC 1305 Busch Parkway, Suite 101 Buffalo Grove, IL 60089	10%	Yes	\$8,669,274	(\$1,230,000)	\$7,439,274	No Bid	\$8,669,274
Leander Construction, Inc. 24472 North County Highway 6 Canton, IL 61520	10%	Yes	\$10,061,000	(\$2,091,000)	\$7,970,000	(\$1,854,000)	\$8,207,000
IHC Construction Companies, LLC 385 Airport Road, Suite 100 Elgin, IL 60123	10%	Yes	\$9,629,000	(\$1,650,000)	\$7,979,000	(\$1,250,000)	\$8,379,000
Scandrol Construction Co. 1321 Capital Drive Rockford, IL 61109	10%	Yes	\$9,444,444	(\$1,200,000)	\$8,244,444	(\$825,000)	\$8,619,444

Note: Order of Bids based on Base Bid plus Bid Alternative No. 1 total.

Reviewed by: 

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 6/6/2025  
**Re:** Well #11 Facility Construction Engineering Services

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Attached to this memo is a proposal from Strand Associates, in an amount not-to-exceed \$400,000.00, for construction engineering services for the construction of the Well #11 facility. The low bid to complete this project is \$7,155,000.00.

I would recommend a motion to forward to the 6/9/2025 Special Meeting of the City Council the approval of the Agreement with Strand Associates for construction engineering services for the Well #11 facilities, in an amount not-to-exceed \$400,000.00. This work will be paid for from IEPA Funds.





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

June 3, 2025

City of Belvidere  
401 Whitney Boulevard  
Belvidere, IL 61008

Attention: Mr. Brent Anderson, Director of Public Works

Re: Agreement for Bidding-Related Services and Construction-Related Services  
Well No. 11 Well Facility

This is an Agreement between City of Belvidere, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.<sup>®</sup>, hereinafter referred to as ENGINEER, to provide Bidding-Related Services and Construction-Related Services (Services) for the Well No. 11 Well Facility project previously designed by ENGINEER. This Agreement shall be in accordance with the following elements.

### **Scope of Services**

ENGINEER will provide the following Services to OWNER.

#### **Bidding-Related Services**

1. Distribute Bidding Documents electronically through QuestCDN, available at [www.strand.com](http://www.strand.com) and [www.questcdn.com](http://www.questcdn.com). Submit Advertisement to Bid to OWNER for publishing.
2. Prepare addenda and answer questions during bidding.
3. Attend bid opening, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.
4. Prepare four two sets of Contract Documents for signature.

#### **Construction-Related Services**

1. Provide contract administration Services including attendance at preconstruction conference, review of up to two iterations of contractor's shop drawing submittals, review of contractor's periodic pay requests, attendance at up to 18 construction progress meetings, up to 20 periodic site visits, and participation in project closeout.
2. Provide resident project representative (RPR) for up to 50 visits and 360 hours of part-time observation of construction.
3. Provide record drawings in electronic format from information compiled from contractor's records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER.
4. Provide assistance with the Public Water Supply Loan Program including loan disbursement requests and communication on funding related items.

\\F:\g\R\MAP\Documents\Agreement\B\Belvidere, City of (IL)\Well No. 11 Bidding&Construction 2025\Agr\1387026 Well11.docx

City of Belvidere  
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### Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided through an amendment to this Agreement or through a separate agreement.

1. Additional and Extended Services during construction made necessary by:
  - a. Work damaged by fire or other cause during construction.
  - b. A significant amount of defective or neglected work of any contractor.
  - c. Prolongation of the time of the construction contract.
  - d. Default by contractor under the construction contract.
2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
3. Bidding Alternatives and Bid Phasing: Any services involved in providing bidding alternatives or bidding phases.
4. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
5. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for the project.
6. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.
7. Review of Product Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products. ENGINEER's cost for such evaluations is not included.
8. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
9. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids.
10. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.
11. Unsolicited Media: Any services that include the review or analysis of unsolicited media including, but not limited to, photographs, videos, and drone footage provided by OWNER or contractors unless specifically requested and agreed to in writing. ENGINEER's use of electronic construction administration programs (e.g., e-builder, Newforma) is limited to the Scope of Services defined in this Agreement. ENGINEER is not responsible for the review of unsolicited media uploaded to these programs unless specifically requested and agreed to in writing.

City of Belvidere  
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### Compensation

OWNER shall compensate ENGINEER for Services under this Agreement on an hourly rate basis plus expenses a not-to-exceed fee of \$400,000.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The not-to-exceed fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the not-to-exceed fee that reflects any wage scale adjustments made.

The not-to-exceed fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the Scope of Services. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

### Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of June 2, 2025. Services are scheduled for completion on March 31, 2027.

### Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

### OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
5. Provide all legal services as may be required for the development of this project.

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6. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations. OWNER's soils consultant shall provide all necessary geotechnical testing during construction. OWNER's soils consultant shall notify OWNER and ENGINEER of any geotechnical testing indicating any materials that are not in accordance with the Contract Documents (nonconforming materials) and if any nonconforming materials have been incorporated into the work.
7. Pay all permit and plan review fees payable to regulatory agencies.

#### **Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER. If OWNER requires more than general guidance, then OWNER agrees to obtain an independent cost estimate by others.

#### **Observation Services**

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

#### **Payment Requests**

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

#### **Changes**

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

#### **Extension of Services**

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

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### **Payment**

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment of any undisputed amount 60 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance. OWNER shall notify ENGINEER of any disputed invoice within 30 days of receipt of invoice.

Nonpayment of any undisputed amount 75 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

### **Termination**

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

### **Data Provided by Others**

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

### **Third-Party Beneficiaries**

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

### **Dispute Resolution**

OWNER and ENGINEER agree that this Agreement shall be governed and interpreted under the laws of the State of Illinois without regard to conflicts of law provisions. This Agreement may be enforced at law or in equity. Venue and jurisdiction of any cause of action arising out of or related to this Agreement shall be in the 17th Judicial Circuit Boone County Illinois and OWNER and ENGINEER hereby submit to the jurisdiction and venue of that court.

ENGINEER shall at all times maintain valid automobile insurance policies and workers compensation policies in at least the statutory minimum amounts. ENGINEER shall also maintain a comprehensive

City of Belvidere  
Page 6  
June 3, 2025

general liability policy, reasonably acceptable to OWNER, of not less than \$2,000,000 per occurrence coverage and shall provide OWNER with a copy of that Certificate of Insurance.

OWNER shall be named as an additional insured. ENGINEER agrees to indemnify, defend, and hold OWNER, its officers, officials, and employees harmless from any damages, claims, or causes of action, including but not limited to property damage, personal injury, or death, which are related to ENGINEER's negligent or intentional activities or actions, or negligent or intentional failure to act, including the negligent or intentional actions or negligent or intentional failure to act by any of ENGINEER's employees, agents, or independent contractors.

### **Remedies**

Neither ENGINEER nor OWNER shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Agreement. This mutual waiver is applicable, without limitation, due to either party's termination of this Agreement.

### **Terms and Conditions**

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services** and represent the entire Agreement and supersede any prior proposals, Requests for Qualifications, or Agreements. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

### **Audit, Access to Records**

In accordance with 35 ILLINOIS ADMINISTRATIVE CODE CH.II.SEC.365.630, SUBTITLE C, books, records, documents, and other evidence directly pertinent to performance of Illinois Environmental Protection Agency (IEPA) loan work under this Agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The IEPA or any of its duly authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities for such access and inspection shall be provided.

Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

Disclosure of all information and reports resulting from access to records shall be provided to the IEPA. The auditing agency will afford ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

Records shall be maintained and made available during performance of Services under this Agreement and until three years after the final loan closing. In addition, those records which relate to any "dispute" appeal under an IEPA loan agreement, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim, or exception.

### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

See Attached United States Environmental Protection Agency (USEPA) Form 5700-49 (11-88).

City of Belvidere  
Page 7  
June 3, 2025

**Covenant Against Contingent Fees**

In accordance with 35 ILLINOIS ADMINISTRATIVE CODE CH.II.SEC.365.630, SUBTITLE C, ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**USEPA Non-Discrimination Clause**

ENGINEER shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under the Public Water Supply Loan Program (PWSLP). Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

**USEPA Fair Share Percentage Clause**

ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction, and services in accordance with the PWSLP rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, ENGINEER acknowledges that the fair share percentages are five percent for Minority Business Enterprises and 12 percent for Women's Business Enterprises.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.<sup>66</sup>

CITY OF BELVIDERE

\_\_\_\_\_  
Joseph M. Bunker  
Corporate Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton Morris  
Mayor

\_\_\_\_\_  
Date



EPA Project Control Number

United States Environmental Protection Agency  
Washington, D.C. 20460

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

**Joseph M. Bunker, Corporate Secretary**

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

☐

I am unable to certify to the above statements. May explanation is attached.

EPA FORM 5700-49 (11-88)



ORDINANCE #725H  
AN ORDINANCE ANNEXING CERTAIN TERRITORY  
LYING SOUTH OF US BUSINESS ROUTE 20, AND  
EAST OF DISTILLERY ROAD AND NORTH OF  
US BUSINESS ROUTE 20 BETWEEN  
DISTILLERY ROAD AND BEAVER VALLEY ROAD  
TO THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS

WHEREAS, written petitions signed by the legal owners of record of all land within the territory described in the attached Exhibit A (the Territory), has been filed with the City Clerk of the City of Belvidere, Boone County, Illinois, (the City) requesting that said Territory be annexed to the City of Belvidere; and

WHEREAS, no eligible electors reside in the Territory; and

WHEREAS, the Territory is not within the corporate limits of any municipality and the Territory is contiguous to the City; and

WHEREAS, section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) authorize municipalities to annex contiguous territory upon the written petition signed by the owners of record and at least 51% of the electors residing in the territory; and

WHEREAS, legal notices regarding the annexation of the Territory have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, all petitions, documents and other legal requirements are in full compliance with the statutes of the State of Illinois; and

WHEREAS, the Territory is contiguous to Ward 2 of the City of Belvidere; and

WHEREAS, certain portions of the Territory consisting of PIN 05-20-200-013 PIN 05-20-200-010 and PIN 05-20-200-009, each of which is legally described in the attached Exhibit B, are subject to an annexation agreement executed June 15, 2005 and approved by Ordinance 724G; and

WHEREAS, that portion of the Territory consisting of PIN 05-20-200-013 PIN 05-20-200-010 and PIN 05-20-200-009 was rezoned in 2005 pursuant to ordinances 725G, 726G, and 728G and such zoning shall continue for those portions of the Territory upon annexation; and

WHEREAS, it is in the best interest of the City that the Territory be annexed.

NOW THEREFORE, be it ordained by the Mayor and City Council of the City of Belvidere, Boone County Illinois, as follows:

SECTION 1: The foregoing recitals are incorporated herein by this reference.

SECTION 2: The Territory described in the attached Exhibit A, which is incorporated herein by this reference, is hereby annexed to the City of Belvidere, Boone County, Illinois.

SECTION 3: Pursuant to the Belvidere Municipal Code, the portion of the Territory known as PIN 05-20-400-001, and legally described in Exhibit A, shall be automatically zoned as Rural Holding (RH) upon annexation. That portion of the Territory commonly known as PIN 05-20-200-013, PIN 05-20-200-010, and PIN 05-20-200-009, each legally described in Exhibit A, shall maintain the zoning and planed unit developments approved by ordinances 725G, 726G, and 728G, upon annexation.

SECTION 4: The annexed Territory is hereby incorporated into and made a part of Ward 2 of the City of Belvidere and the boundaries of Ward 2 shall be adjusted accordingly.

SECTION 5: The City Clerk of the City of Belvidere is hereby directed to immediately record, with the Recorder of Deeds for Boone County, Illinois, and file with the Boone County Clerk, a certified copy of this Ordinance, together with the accurate map of the Territory annexed and appended to the Ordinance as Exhibit A. The City Clerk shall also file the affidavit of service of the notices required by 65 ILCS 5/7-7-1 with the Boone County Recorder. The City Clerk shall also file a copy of this Ordinance with all other applicable agencies including but not limited to the Illinois Department of Revenue and the U.S. Postal Service.

SECTION 6: That all maps, journals and other records of the City be changed accordingly.

SECTION 7: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 8: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION : This Ordinance shall be in full force and effect immediately upon its passage and approval.

Passed by the City Council of the City of Belvidere, Illinois this 9<sup>th</sup> day of June, 2025.

Approved:

---

Clinton Morris, Mayor

Attest:

---

Erica Bluege, City Clerk

Ayes:

Nays: .

Absent: .

Date Passed:

Date Approved:

Date Published:

**Prepared By / Return To:**

Michael S. Drella

City Attorney

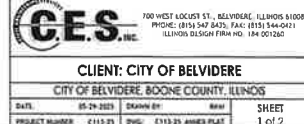
City of Belvidere

401 Whitney Blvd

Belvidere, Illinois 61008

## EXHIBIT A

LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 20,  
TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN  
CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS



LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 20,  
TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN  
CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS

[illegible]

Dear

Mayor Morris  
Belvidere City Council

Im writing this letter because of ongoing problem of people burning around town. I wish the council would ban all burning in city limits. I have repeatedly called fire dept for illegal burns around town and my house. Frankly i cannot tolerate smoke of any kind. On any nice day all I want to do is open my windows and enjoy the nice day or work outside like everyone else.

But no. always someone starts to burn and I have to close up my house and go inside. I feel like I am a PRISONER of my own home. Most if not all people that burn are burning to get rid of yard waste and other toxic wood like plywood plastic and what ever they want to get rid of.

My big concern is what am I breathing that smells so bad. smoke from these fires that fills entire neighborhoods contain harmful toxins that cause eye nose and breathing and coughing problems. Burning of MDF and plywood contains carcinogens and formaldehyde. Frankly there isn't any HEALTHY OR GOOD SMOKE legal or illegal. My concern is for the elderly and anyone that has a heath issue or is compromised. several people I have talked to about burning agree they don't like it in any way. But most are afraid of turning in a neighbor in fear of retaliation in some way. I think as a tax payer I should have as much right not to breath any type of smoke.

Also some people still want to put laundry or rugs on a close line. But they don't want to anymore because of some person burning around them. also not everyone has central air conditioning and would like to open there window at night. But they don't dare because of waking up in the morning with a house of smoke. I ask the counsel to please think of the people that do not won't burning of any kind. And the kids and elderly that cannot take the smoke.

There is no good reason to burn of any type in Belvidere. Most communities and HOA don't allow burning. Burning ban would only make Belvidere a better place to live for everyone.

I think we would all agree that its not money well spent to send a Million dollar fire truck to a illegal burns.

Im asking the Mayor and the city council to to ban burning.

Thank You Larry Roden Belvidere resident.

## ORDINANCE 755F

### AN ORDINANCE TO AID IN THE CONTROL OF AIR POLLUTION BY REGULATING OPEN BURNING

WHEREAS, the City of Belvidere, pursuant to the Illinois Municipal Code, as amended, Section 11-19.1-11 has the authority to regulate the discharge of air contaminants within the municipal limits; and,

WHEREAS, the City Council of the City of Belvidere, pursuant to the authority stated herein finds it to be in the best interests of the City to control open burning to prevent and lessen the discharge of air contaminants;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELVIDERE, ILLINOIS:

Section 1: That the Code of Ordinances of the City of Belvidere, Title XIII (13), Chapter 132, Section 132.09 be amended to read as follows:

#### §132.09 FIRES.

- A) Bonfire Restrictions. It shall be unlawful to build or light any bonfire so close to any building or other structure as to endanger the building or structure, or on any street, or sidewalk pavement. No bonfire or fire other than one enclosed in a stove, furnace, incinerator, or fireplace shall be started or permitted to burn between the time of sunset and sunrise.
- B) Open Burning Restrictions. No person shall cause, suffer, allow, or permit open burning of refuse, trade waste, salvage waste, agricultural waste or other combustible material except as may be allowed in compliance with the exceptions stated in this section.
- C) Exceptions to Restrictions Against Open Burning.
  - 1. Outdoor burning in connection with the preparation of food.
  - 2. Campfires and fires used solely for recreational purposes or for ceremonial occasions, provided such fires are not untended.
  - 3. Fires set for purpose of training public or private firefighting personnel, with the approval of the Belvidere Fire Chief or his appointed designee.
  - 4. Fires set or required by a public officer for the abatement of nuisances and which are necessary in carrying out public health functions, with the approval of the Belvidere Fire Chief or his appointed designee.



5. The burning of leaves, grass, trees, brush and shrubs in a safe and controlled manner is permitted on the premises from which the trees, brush and shrubs originated, provided said burning is not conducted upon roadways, streets, or public right-of-way.
6. The open burning of plant life grown on the premises in the course of any agricultural operation may be permitted when it can be shown that such open burning is necessary and in the interest of public health. Any person intending to dispose of plant life by open burning shall file a request to do so with the Belvidere Fire Chief or his appointed designee.
7. Any open burning permitted under provisions of subparagraphs C-5 and C-6 of this section shall begin only between three hours after sunrise and three hours before sunset and additional fuel may not be intentionally added to the fire at times outside the limits stated above.


D) Penalties. See Section 132.99

Section 2: All prior ordinances or parts of ordinances to the extent that they are inconsistent with the provisions of this ordinance, are hereby repealed.

Section 3: That this ordinance shall be in full force and effect from and after its passage, approval and publication, in the City Clerk's discretion, in either pamphlet form or published form according to law, if required by statute or ordinance.

Passed by the City Council of the City of Belvidere, Illinois this 1st day of February, 1993.

Approved:

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk

Ayes: Racz, Dermer, Hernandez, Schwartz, Schrader, Johnson, Murphy,  
Shook, Carlson, and Gordon.

Nays: None

Date Approved: February 2, 1993

Date Published: February 8, 1993

CITY OF BELVIDERE, ILLINOIS  
PAMPHLET OF  
ORDINANCE #246G  
REGULATING OPEN BURNING AS OF MAY 1, 1999

PASSED AND ADOPTED  
BY THE CITY COUNCIL  
OF THE CITY OF  
BELVIDERE, ILLINOIS  
ON THE 21<sup>ST</sup> DAY OF SEPTEMBER, 1998

APPROVED BY THE  
MAYOR OF THE CITY OF  
BELVIDERE, ILLINOIS  
ON THE 23<sup>RD</sup> DAY OF SEPTEMBER, 1998

Published in Pamphlet Form this 23<sup>rd</sup> Day of September, 1998.

**ORDINANCE # 246G**

**AN ORDINANCE FURTHER REGULATING OPEN BURNING**

BE IT ORDAINED BY THE CITY COUNCIL OF BELVIDERE, ILLINOIS, AS FOLLOWS:

**SECTION 1:** That the Belvidere Municipal Code Chapter 74, Section 74-215 be amended by deleting sub-section 74-215(c)(5) and inserting in its place the following:

5. Fires set or required by a Public Officer for the control of grasses and weeds.

**SECTION 2:** All prior ordinances or parts of ordinances to the extent that they are inconsistent with the provisions of this ordinance, are hereby repealed.

**SECTION 3:** This ordinance shall be in full force and effect **as of May 1, 1999** and publication in pamphlet form as required by law.

Passed by the City Council of the City of Belvidere, Illinois, this 21st day of September, 1998.

Approved:

  
Mayor

Attest:

  
City Clerk

Ayes: Robinson, Wise, Fabish, Bowley, Hart, LaPier.

Nays: Cantrell, Gordon.

Date Approved: September 23, 1998

Date Published: September 23, 1998

SPONSOR: Ald. Dianne Hart

**CITY OF BELVIDERE, ILLINOIS**

**ORDINANCE #898G**

**AN ORDINANCE AMENDING SECTION 74-215, OUTDOOR BURNING**

**PASSED AND ADOPTED  
BY THE CITY COUNCIL  
OF THE CITY OF  
BELVIDERE, ILLINOIS  
ON THE 18TH DAY OF JUNE 2007.**

**APPROVED BY THE  
MAYOR OF THE CITY OF  
BELVIDERE, ILLINOIS  
ON THE 19TH DAY OF JUNE 2007.**

**Published in Pamphlet Form this 19th day of June 2007.**

ORDINANCE NO. 898G

AN ORDINANCE AMENDING SECTION 74-215,  
OUTDOOR BURNING

BE IT ORDAINED by the Mayor and City Council of the City of Belvidere, Boone County, Illinois, as follows:

**SECTION 1:** Section 74-215 is hereby amended to read as follows:

**Sec. 74-215. Outdoor burning.**

- (a) No person or entity shall cause, suffer, allow or permit outdoor burning of refuse, trade waste, salvage waste, agricultural waste, yard waste (e.g. weeds, leaves, grass and brush) or other combustible material except as specifically allowed herein.
- (b) Permitted Outdoor Burning. The following forms of outdoor burning are allowed within the City:
  - (1) Outdoor burning in connection with the preparation of food which is performed within a grill or enclosed stove or fireplace.
  - (2) The burning of wood, suitable for an indoor fireplace (and specifically excluding yard waste, leaves, weeds, grass, refuse and any other waste product), in a commercially available outdoor fire pit or fireplace (hereinafter fire pit) where the burning area of the fire pit is suspended above ground level, the width or diameter of the burning area of the fire pit is not more than thirty (30) inches and where the fire pit includes a permanent or removable cover designed to limit the dispersal of embers or ash. When feasible, the cover shall be used when the fire pit is in use.
  - (3) Bonfires solely for the purposes of ceremonial occasions provided such fires are not unattended and have approval of the fire chief or his appointed designee.
  - (4) Fires set for purpose of training public or private firefighting personnel, with the approval of the fire chief or his appointed designee.
  - (5) Fires set or required by a public officer for the abatement of nuisances and which are necessary in carrying out public health functions, with the approval of the fire chief or his appointed designee.
  - (6) Fires set or required by a public officer for the control of grasses and weeds.

- (c) When outdoor burning is permitted as set forth above, it shall be unlawful to build or light any fire so close to any building or other structure as to endanger the building or structure, or on any street, or sidewalk pavement.
- (d) *Penalties.* Any person or entity who sets or tends any fire violating this Section and any person who owns or leases the real property upon which a fire violating this Section is set shall each be liable for such violation. Any person or entity violating this Section shall be fined in accordance with Section 1-9 of this Code.


**SECTION 2:** If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

**SECTION 3:** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

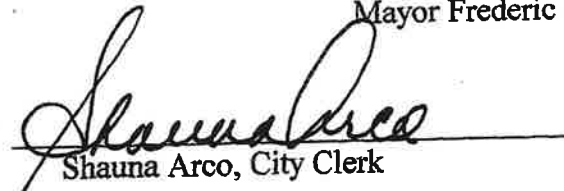
**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Voting Aye: Fabish, Marks, Pendzinski, Racz, Sanderson, Schultz, Crawford, Deckert.  
Voting Nay: None  
Abstain: None  
Absent: Wise and Chamberlain.

APPROVED:

  
\_\_\_\_\_  
Mayor Frederic C. Brereton

ATTEST:

  
\_\_\_\_\_  
Shauna Arco, City Clerk

(SEAL)

Passed: June 18, 2007  
Approved: June 19, 2007  
Published: June 19, 2007

CityShared/DraftOrdinances/Sec.74-215.open.burning.amend.

CERTIFICATION

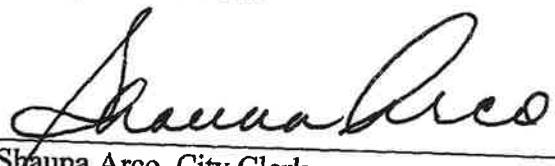
I, Shauna Arco, do hereby certify that I am the duly elected and qualified Clerk of the City of Belvidere, Boone County, Illinois, and that as such Clerk, I am the keeper of the ordinances, records, corporate seal and proceedings of the Mayor and City Council of said City of Belvidere.

I DO HEREBY further certify that at a regular meeting of the Mayor and City Council of the City of Belvidere, held on the 18th day of June 2007, the foregoing Ordinance entitled: "AN ORDINANCE AMENDING SECTION 74-215, OUTDOOR BURNING" was duly passed and approved by the Mayor and City Council of the City of Belvidere.

The pamphlet form of Ordinance No. 898G, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was available in the City Hall, commencing on the 19<sup>th</sup> day of June 2007, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the City Clerk.

I DO FURTHER certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said City for safekeeping, and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have affixed my name as Clerk and caused the seal of said City to be affixed hereto this 19<sup>th</sup> day of June 2007.

  
\_\_\_\_\_  
Shauna Arco, City Clerk

(CITY SEAL)

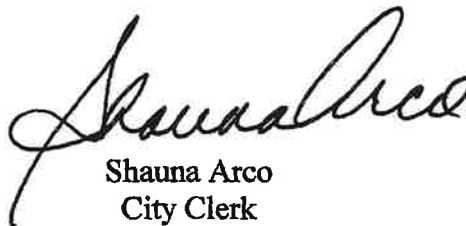
AFFIDAVIT

STATE OF ILLINOIS )


COUNTY OF BOONE )

Shauna Arco, first being duly sworn on oath deposes and says as follows:

By authority of the City Council of the City of Belvidere, Illinois, I published Ordinance #898G of the City of Belvidere, Illinois, in pamphlet form on June 19, 2007 and as a convenience for the public; I posted the pamphlet form of Ordinance #898G on the bulletin board outside the City Clerk's office at 401 Whitney Blvd, Belvidere, Illinois; said location being readily accessible to the public during business hours of the City Clerk's office.

  
Shauna Arco  
City Clerk

Subscribed and sworn  
before me this 19th day  
of June 2007.

  
Notary Public





---

## **Sec. 74-215. Outdoor burning.**

- (a) No person or entity shall cause, suffer, allow or permit outdoor burning of refuse, trade waste, salvage waste, agricultural waste, yard waste (e.g., weeds, leaves, grass and brush) or other combustible material except as specifically allowed herein.
- (b) Permitted outdoor burning. The following forms of outdoor burning are allowed within the city:
  - (1) Outdoor burning in connection with the preparation of food which is performed within a grill or enclosed stove or fireplace.
  - (2) The burning of wood, suitable for an indoor fireplace (and specifically excluding yard waste, leaves, weeds, grass, refuse and any other waste product), in a commercially available outdoor fire pit or fireplace (hereinafter fire pit) where the burning area of the fire pit is suspended above ground level, the width or diameter of the burning area of the fire pit is not more than 30 inches and where the fire pit includes a permanent or removable cover designed to limit the dispersal of embers or ash. When feasible, the cover shall be used when the fire pit is in use. A fire permitted under this subsection shall, at all times, be immediately attended by a person of at least 18 years of age. Such person shall be in immediate proximity of the fire and may not leave the direct vicinity. Entering or remaining within any structure shall be prima facia evidence that the fire is unattended.
  - (3) Bonfires solely for the purposes of ceremonial occasions provided such fires are not unattended and have approval of the fire chief or his appointed designee. A fire permitted under this subsection shall, at all times, be immediately attended by a person of at least 18 years of age. Such person shall be in immediate proximity of the fire and may not leave the direct vicinity. Entering or remaining within any structure shall be prima facia evidence that the fire is unattended.
  - (4) Fires set for purpose of training public or private firefighting personnel, with the approval of the fire chief or his appointed designee.
  - (5) Fires set or required by a public officer for the abatement of nuisances and which are necessary in carrying out public health functions, with the approval of the fire chief or his appointed designee.
  - (6) Fires set or required by a public officer for the control of grasses and weeds.
  - (7) The Fire Department is authorized to order the extinction, or to extinguish, any fire under this provision in the event the Fire Department finds that the fire violates this section or that it constitutes an immediate nuisance to surrounding properties. A fire shall constitute a nuisance if it creates bothersome smoke or dangerous flames or sparks.
- (c) When outdoor burning is permitted as set forth above, it shall be unlawful to build or light any fire so close to any building or other structure as to endanger the building or structure, or on any street, or sidewalk pavement. No outdoor burning shall occur within twenty-five feet (25') of any structure or within ten feet (10') of any lot line. An ABC type fire extinguisher, charged garden hose, or other method of fire control must be readily available
- (d) Penalties. Any person or entity who sets or tends any fire violating this section and any person who owns or leases the real property upon which a fire violating this section is set shall each be liable for such violation. Any person or entity violating this section shall be fined in accordance with section 1-9 of this Code.

CONTRACT FOR EXCHANGE  
OF SURPLUS PARKING LOTS,  
BELVIDERE, ILLINOIS

City of Belvidere's (City) Attorney: Michael S. Drella, 401 Whitney Blvd. Belvidere IL  
815/544-2612

Community Building Complex Committee of Boone County Attorney:

Whereas, the Community Building Complex Committee of Boone County (Community Building) is an Illinois Unit of local government; and

WHEREAS, The City of Belvidere, is an Illinois Unit of local government; and

Whereas, the City of Belvidere is the fee simple owner of certain real property described in Exhibit A and depicted on Exhibit C as legal 1; and

Whereas, the Community Building is the fee simple owner of certain real property described in Exhibit B and depicted on Exhibit C as Legal 2; and

Whereas, the City of Belvidere has utilized and maintained the property identified in Exhibit A as its own property under the belief that it was part of an alley commonly known as McInnes Court; and

Whereas, the Community Building has utilized and maintained the property described in Exhibit B as its own property under the belief that it was part of the Community Building parking lot; and

Whereas, the Community Building and the City desire to clarify ownership and maintenance of the parcels of real property described in Exhibits A and B and depicted in Exhibit C by exchanging said parcels.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement and other good and valuable consideration, the adequacy of which is hereby acknowledged, the City and Community Building Complex Committee of Boone County agree as follows:

1. The foregoing recitals are incorporated herein by this reference.
2. In consideration of the Community Building transferring to the City merchantable title, via quit claim deed, the real property described in Exhibit B, the City will transfer to the Community Building merchantable title, via quit claim deed, the real property described in Exhibit A. Each party agrees to prepare, execute, and record, as necessary, any documents necessary to consummate this transaction, including but not limited to, deeds, Plat Act affidavits and Real Estate Transfer Tax declaration.

3. The deeds shall be exchanged, and any closing shall occur, within thirty (30) days of the Effective Date. Each party shall bear their own cost of recording the deed for the parcel received by that party.
5. The parties acknowledge that there shall be no prorations on this transaction as the property has been tax exempt as municipal property.
5. Each party warrant to the other that the transferring party of owns and hereby sells all fixtures and equipment on and attached to the transferred parcel. All such fixtures and equipment are sold in "as is condition
6. Each party warrants to the other that there are no rented fixtures or equipment upon the transferred parcels.
7. Each party may, at their sole expense, obtain a certified boundary or ALTA survey prepared by a licensed Illinois land surveyor disclosing the location of surface improvements including, but not limited to, buildings, parking lots and fences, which survey shall demonstrate the absence of any encroachments for either or both of the transferred parcels. Each party agrees to cooperate with the other if a party seeks such a survey.
8. Either party may, at their sole cost, obtain a current title insurance commitment issued by a Title company licensed to operate in Illinois (the Title company), and a final policy thereafter, showing merchantable title subject for the parcel they are acquiring, subject only to the following permitted exceptions: a) all taxes and special assessments confirmed prior to closing; b) building and building line, use and occupancy restrictions, conditions and covenants of record; c) zoning laws and ordinances; d) easements for the use of public utilities; e) roads and highways; f) drainage ditches, feeders and laterals. None of the foregoing exceptions shall be considered permitted exceptions if they are violated by the existing improvements or present use of the premises or if they materially restrict the reasonable use of the property. Each party shall cooperate as necessary in procuring the title insurance.
9. If a party cannot deliver merchantable title to the other of the relevant parcel described in Exhibit A or B, subject only to the permitted exceptions, this Contract shall be void.
10. If prior to delivery of deed or agreement for deed the improvements on either parcels shall be destroyed or materially damaged by fire or other casualty, both parties shall have the option of declaring this Contract null and void, or of accepting the premises as damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage.
11. Time is of the essence of this Contract, and of all the terms and conditions hereof.
12. The parties agree to comply with the following federal or state acts when applicable:
  - A. Federal Real Estate Settlement Procedures Act. (RESPA).
  - B. Illinois Real Estate Transfer Tax Act with Seller to pay all transfer taxes due at closing.

13. For purposes of execution of this Contract and providing subsequent notices and contingency removals hereto, any signed document transmitted by FAX machine or electronic mail shall be treated as an original document.

14. Seller and Buyer represent and warrant from each other that neither party has engaged, contracted with and are not represented by any real estate agent or broker and no commission is due any party arising out of this transaction.

15. CITY AGREEMENT APPROVAL CONTINGENCY:

This Agreement is contingent upon approval by the City Council of the City of Belvidere and the Community Building Complex Committee of Boone County. If such approval is not granted, then this Agreement shall be deemed null and void. If the Agreement is approved, this Agreement shall continue in full force and effect. The later date of approval by the City Council or the Community Building Complex Committee of Boone County shall be the Effective Date of this Agreement. If the Agreement is so authorized prior to execution, the Effective Date shall be the date Agreement is executed by the city.

16. This document represents the entire agreement and shall be binding upon the parties, their heirs, successors and assigns.

NOTICE TO PARTIES

BY THE SIGNING OF THIS CONTRACT, YOU ARE ENTERING INTO A BINDING LEGAL AGREEMENT. ANY REPRESENTATION UPON WHICH YOU RELY SHOULD BE INCLUDED IN THIS AGREEMENT. NO ORAL REPRESENTATION WILL BE BINDING UPON OR AN OBLIGATION OF THE SELLER OR BUYER.

Dated this \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Contract effective as of the day and year first written above.

CITY OF BELVIDERE, a municipal corporation

By: \_\_\_\_\_  
Clinton Morris, Mayor

The Community Building Complex Committee of Boone County

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

Exhibit A:

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS TO WIT:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 IN BLOCK 1 AS DESIGNATED UPON THE PLAT OF COHOON AND ALLEN'S ADDITION TO BELVIDERE, THE PLAT OF WHICH IS RECORDED IN BOOK "O" OF DEEDS ON PAGE 524 IN THE RECORDER'S OFFICE OF BOONE COUNTY, ILLINOS; THENCE NORTH 89 DEGREES 07 MINUTES 54 SECONDS EAST ALONG THE SOUTH LINE OF SAID BLOCK 1 A DISTANCE OF 190.60 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 44 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID BLOCK 1 A DISTANCE OF 205.5 FEET; THENCE NORTH 89 DEGREES 07 MINUTES 54 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF BLOCK 1 A DISTANCE OF 36.00 FEET; THENCE CONTINUE ALONG SAID DIRECTION 52.50 FEET TO THE SOUTHWEST CORNER OF LOT 14 AS DESIGNATED UPON PLAT OF AARON WHITNEY'S ADD TO ASSESSOR'S SURVEY OF BLKS. 1, 5, & 6; THENCE NORTHEASTERLY ALONG SAID SOUTH LOT LINE 108.50 FEET TO POINT OF BEGINNING; THENCE CONTINUE NORTHEASTERLY 19 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID LOT 14; THENCE SOUTHERLY RUNNING PARALLEL WITH THE WESTERLY LINE OF STATE STREET TO THE SOUTH LINE OF SAID SECTION 25; THENCE SOUTH TO A POINT 105 FEET NORTH MORE OR LESS FROM THE SOUTH LINE OF LOT 7 OF COHOON AND ALLEN'S ADDITION; THENCE NORTHWESTERLY APPROXIMATELY 24.00 FEET TO A POINT 16.5 FEET SOUTH OF THE SOUTH LINE SECTION 25; THENCE NORTH 16.50 FEET TO THE INTERSECTION OF NORTHERLY LINE OF COHOON & ALLEN'S ADD AND THE WEST LINE OF MCINNES CT; THENCE NORTHWESTERLY APPROXIMATELY 162 FEET ALONG THE EASTERLY LINE OF LOT 9 TO THE SOUTH LINE OF LOT 14 OF WHITNEY'S, AARON, ADD., COMMISSIONER'S RESURVEY OF PT. BLK. 6 AND THE POINT OF BEGINNING.

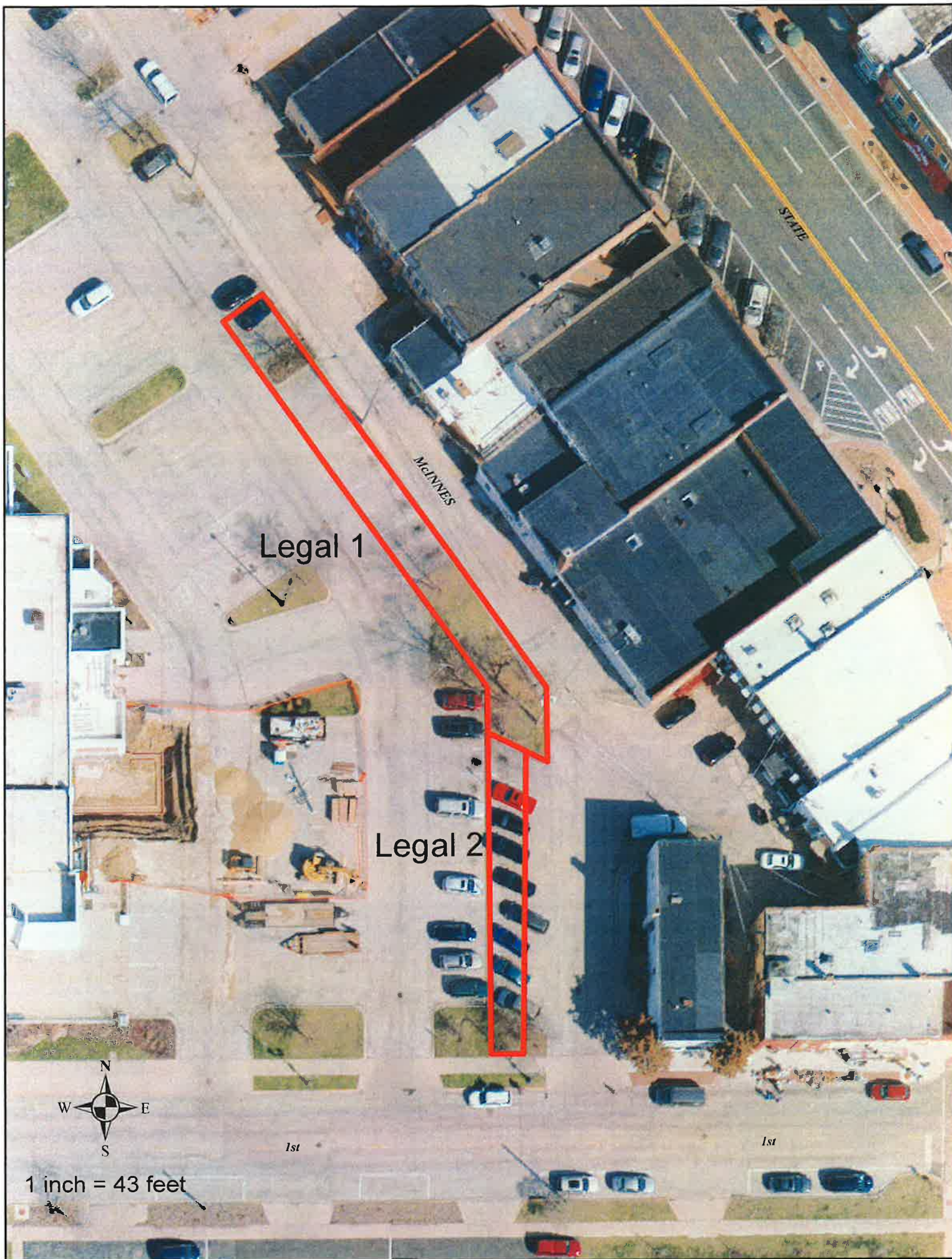
## EXHIBIT B

PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 IN BLOCK 1 AS DESIGNATED UPON THE PLAT OF COHOON AND ALLEN'S ADDITION TO BELVIDERE, THE PLAT OF WHICH IS RECORDED IN BOOK "O" OF DEEDS ON PAGE 524 IN THE RECORDER'S OFFICE OF BOONE COUNTY, ILLINOS; THENCE NORTH 89 DEGREES 07 MINUTES 54 SECONDS EAST ALONG THE SOUTH LINE OF SAID BLOCK 1 A DISTANCE OF 472.00 FEET THE WEST LINE OF MCINNES CT AND POINT OF BEGINNING; THENCE RUNNING NORTHERLY APPROXIMATELY 109.00 FEET ALONG SAID WEST LINE; THENCE NORTHWESTERLY APPROXIMATELY 116 FEET NORTH OF SOUTH LINE LOT 7 OF SAID ADDITION A DISTANCE OF 15.25 FEET; THENCE SOUTH TO THE SOUTH OF LOT 7; THENCE EAST TO POINT OF BEGINNING.

Exhibit C:









**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: June 9, 2025  
RE: Request to Purchase 2025 Dodge Durango

On March 9, 2025 a Belvidere Police Officer was on a traffic stop in the 900 block of South State Street when a motorist struck the rear of the squad car, 2021 Dodge Charger (40,116 miles), pushing the squad car into the stopped vehicle causing damage to the front and rear of the Charger.

Due to the extent of the damage to the squad car the City's insurance adjuster deemed the squad car to be totaled.

Based on that information, I would request to replace the totaled Dodge Charger squad car and equipment with a state bid 2025 Dodge Durango and necessary equipment.

- New state bid 2025 Dodge Durango from Kunes of Belvidere - \$45,159.00
- Squad car equipment – \$31,639.92 (see attached list)

Total – \$76,798.92

If approved, the squad car, equipment, upfitting, and installation will be purchased with the following funds:

- \$23,094.00 – Insurance payment for totaled 2021 Dodge Charger
- \$31,639.92 – Insurance reimbursement for squad car equipment, upfitting, and installation
- \$22,065.00 – Belvidere Police Department police vehicle fund (received from traffic fines)

**Motion:** To purchase a 2025 Dodge Durango, equipment, upfitting, and installation at a cost of \$76,798.92 to be paid for from insurance payments and Belvidere Police Vehicle Fund.



**BELVIDERE  
FIRE  
DEPARTMENT**

**123 S. State St.  
Belvidere, IL 61008**

**MEMORANDUM**

06/04/2025

**To:** Mayor and Council  
**From:** Chief Shawn Schadle  
**Subject:** Preemption System Installation at Two Intersections

As part of the City's budgeted capital improvements, proposals were requested for the installation of Emergency Vehicle Preemption (EVP) systems at the intersections of US 20 & Pearl Street and US 20 & Genoa Road (Bus 20). This project will enhance intersection safety during an emergency response.

Two proposals were received. Helm Electric submitted a proposal in the amount of \$34,500. Their price includes traffic control and standard Net 30 payment terms. Exclusions are limited to items such as bonds, permits, and restoration work, which are typical for this type of project.

William Charles Electric submitted a proposal totaling \$37,400. Their payment terms are Net 15, and the proposal contains a longer list of exclusions and legal terms, including no layout, restoration, or spoil removal.

Helm Electric offers the lower bid and provides a more complete proposal for the City's needs, including traffic control and favorable payment terms.

**Recommended Motion:**

Accept the proposal from Helm Electric in the amount of \$34,500 for the installation of emergency vehicle preemption systems at the intersections of US 20 & Pearl Street and US 20 & Genoa Road paid for by the Capital Fund.

Respectfully,

Shawn Schadle  
Chief Belvidere Fire Department



# WILLIAM CHARLES ELECTRIC

William Charles Electric LLC  
833 Featherstone Road  
Rockford, IL 61107

☎ 815.854.4700 F 815.854.4736  
www.williamcharlesconstruction.com



<b>To:</b>	Belvidere Fire Department	<b>Contact:</b>	Shawn Schadle
<b>Address:</b>	123 S State St Belvidere, IL 61008 USA	<b>Phone:</b>	(815) 544-2242
<b>Project Name:</b>	City Of Belvidere EVP System "REVISED QUOTE 4 INTERSECTIONS"	<b>Bid Number:</b>	6.2.25DB
<b>Project Location:</b>	See Quote, Belvidere, IL	<b>Bid Date:</b>	6/2/2025
<b>Addendum #:</b>	NA		

## WCE Scope:

WCE will install a complete TOMAR EVP system per intersection. Work includes all new cabling, 2-(2) way EVP's, materials needed in the existing cabinet, terminating, and testing for a complete working system.

Item #	Item Description	Estimated Quantity	Unit	Total Price
	EVP System For 20 And Genoa	1.00	LS	\$18,700.00
	EVP System For 20 And Pearl	1.00	LS	\$18,700.00

**Total Bid Price: \$37,400.00**

## Notes:

- 1. Price is Good for 30 days
- 2. No Traffic Control
- 3. No Layout
- 4. No Restoration
- 5. No Rock Excavation
- 6. Locating private utilities by others
- 7. No Bid or Performance Bond
- 8. No QA/QC testing: Estimated Total Pours ( )
- 9. No spoil removal: Estimated Total Cubic Yards ( )
- 10. No Sales Tax Included
- TERMS OF PROPOSAL

1. UNLESS OTHER PAYMENT TERMS ARE SPECIFICALLY PROVIDED BELOW, ALL PAYMENTS TO BE APPLIED AGAINST THE CONTRACT PRICE ARE DUE AND PAYABLE WITHIN 15 DAYS AFTER THE DATE OF THE INVOICE. ALL AMOUNTS DUE AS PAYMENTS WILL BE INVOICED MONTHLY BASED UPON THE PROPORTION OF THE WORK COMPLETED AND THE MATERIALS DELIVERED TO OR SET ASIDE AND STORED FOR THIS PROJECT DURING THE PREVIOUS MONTH, THE UNBILLED BALANCE OF THE CONTRACT PRICE WILL BE INVOICED UPON COMPLETION.

## OTHER PAYMENT TERMS:

2. ALL AMOUNTS NOT PAID WHEN DUE WILL BEAR INTEREST AT THE RATE OF 2% PER MONTH ON THE UNPAID BALANCE ON THE FIRST DAY OF THE MONTH COMMENCING ON THE DATE THE PAYMENT WAS DUE; PROVIDED, HOWEVER, THAT IF THIS PROPOSAL RELATES TO WORK NOT PERFORMED FOR A BUSINESS OR IN CONNECTION WITH A TRADE OR BUSINESS OF THE PARTY ACCEPTING THIS PROPOSAL, THE APPLICABLE RATE OF INTEREST SHALL BE 24% PER YEAR.

3. THE PARTY ACCEPTING THIS PROPOSAL SHALL INDEMNIFY WILLIAM CHARLES ELECTRIC AND ITS AGENTS AND EMPLOYEES AND SHALL HOLD THEM HARMLESS FROM ANY AND ALL ACTUAL OR ALLEGED CLAIMS, DAMAGES, LOSSES, PENALTIES (GOVERNMENTAL OR PRIVATE), AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK DESCRIBED IN THIS PROPOSAL EXCLUDING, HOWEVER, CLAIMS, DAMAGES, LOSSES, PENALTIES AND EXPENSES WHICH ARE CAUSED BY THE NEGLIGENCE OF WILLIAM CHARLES ELECTRIC OR ITS AGENTS OR EMPLOYEES.
4. THIS PROPOSAL OF WILLIAM CHARLES ELECTRIC DOES NOT INCLUDE PERMITS, TESTS, FEES, BONDS, SEEDING, LANDSCAPING, WEED CONTROL, UTILITY RELOCATION OR IRRIGATION RELOCATION, UNLESS NOTED OTHERWISE ABOVE.
5. WILLIAM CHARLES ELECTRIC RESERVES ALL LIEN RIGHTS PERMITTED BY LAW AND THIS PROPOSAL GIVES NOTICE THAT WILLIAM CHARLES ELECTRIC MAY RECORD A LIEN AGAINST THE PROPERTY WHERE THE WORK IS PERFORMED AT ANY TIME. NO LIEN RIGHTS MAY BE WAIVED BY THIS PROPOSAL. WILLIAM CHARLES ELECTRIC SHALL BE ENTITLED TO REASONABLE LEGAL FEES IN THE EVENT OF A DISPUTE BETWEEN THE PARTIES.
6. WILLIAM CHARLES ELECTRIC RESERVES THE RIGHT TO SET OFF PAYMENT FOR THE WORK IDENTIFIED BY THIS PROPOSAL AGAINST ANY DEBT OWED BY THE OWNER, OR ANY AFFILIATED INTEREST OF THE OWNER, TO WILLIAM CHARLES ELECTRIC OR ANY OF ITS AFFILIATED ENTITIES.
7. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE OWNER'S OR CONTRACTOR'S REQUEST FOR PROPOSAL, WILLIAM CHARLES ELECTRIC, LLC'S ENCLOSED PROPOSAL / QUOTE IS BASED ON THE FOLLOWING TERMS AND CONDITIONS AND IF THE OWNER OR CONTRACTOR REQUEST ADDITIONAL TERMS FOR WILLIAM CHARLES ELECTRIC, LLC TO ENTER INTO THEN ANY ADDITIONAL TERMS WILL BE SUBJECT TO AND CONDITIONED UPON THE PARTIES ENTERING INTO A MUTUALLY AGREEABLE WRITTEN AGREEMENT AND MUTUALLY AGREEABLE INSURANCE TERMS. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE OWNER'S OR CONTRACTOR'S REQUEST FOR PROPOSAL, IN EVENT THE PARTIES CANNOT AGREE ON MUTUALLY AGREEABLE WRITTEN AGREEMENT AND MUTUALLY AGREEABLE INSURANCE TERMS THEN WILLIAM CHARLES ELECTRIC, LLC HEREBY RETAINS THE RIGHT TO WITHDRAW THE ENCLOSED PROPOSAL / QUOTE AND SHALL HAVE NO FURTHER OBLIGATIONS OR LIABILITY TO THE OWNER / CONTRACTOR OR ANY OTHER PARTIES.

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

**Buyer:** \_\_\_\_\_

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

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**William Charles Electric, LLC**

**Authorized Signature:** \_\_\_\_\_

**Estimator:** David Bonavia

(815) 654-4342 David.bonavia@williamcharles.com



Helm Electric  
Sterling  
1514 W. Fourth St.  
Sterling, IL 61081  
815-625-5949

Helm Electric  
Rockford  
5280 11<sup>th</sup> St.  
Rockford, IL 61109  
815-625-5949

6.4.25

REVISION: 1

Belvidere, City, Shawn Schadle, [sschadle@belviderefire.com](mailto:sschadle@belviderefire.com)

RE: Helm quote #10102023a

**HELM ELECTRIC** is pleased to provide this proposal for the electrical scope for the above referenced project.

**Electrical scope:** US 20 @ Pearl Street, US 20 @ Genoa Rd (Bus 20) add pre-emption to each existing intersection.

**Exclusions:**

- |  |   |
|--|---|
| 1. Bonds, permits, or allowances                     | 10. Erosion control, storm water prevention, hazardous waste control or removal |
| 2. Utility fees                                      | 11. Overtime or shift premiums  |
| 3. On site safety manager                            | 12. Site temporary facilities/barriers  |
| 4. MBE/WBE/PBE/VBE or workforce requirements         | 13. Temporary site toilets/accessories  |
| 5. Saw cutting or patching floor, drives, walks etc. | 14. Equipment warranties extended past manufacturer standards                   |
| 6. Rock or frost excavation                          | 15. Liquidated damage fees  |
| 7. Temporary power & lighting                        | 16. Painting of any kind  |
| 8. Seismic restraints or seismic calculations        |   |
| 9. Material sales tax.                               |   |

**Notes:**

- Helm Electric is not responsible for delays due to supply chain issues and material lead times.
- This proposal is valid for 60 days from date of proposal after which time it is subject to review & confirmation.
- Traffic control is included.
- Terms: monthly progress payments, payable Net 30. Payments allowed for stored materials either on jobsite, at our warehouse facilities, or at insured remote warehouse.

**BASE BID .....\$34,500.00**

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

Ted Logan  
Tlogan@helmgroupp.com  
815-990-8428

**Acceptance of Proposal** — The above price(s), scope of work, specifications, and conditions are satisfactory and are hereby accepted. Helm Electric is authorized to proceed with the work as noted above and specified.

Date of Acceptance: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_



Sunday, June 1, 2025

## BLOCK PARTY REQUEST FORM

Street Closure Required

### City of Belvidere

401 Whitney Blvd., Belvidere, IL 61008  
2612

(815)544-

**Name:** Christopher Aune

**Applicant's Address: (for barricades drop-off and pickup)** 402 Church St.  
Belvidere, IL, 61008

**Phone Number:** (815) 450-5394

**Email:** c.aune@stjamesbelvidere.org

**Date of Block Party/Street Closure:** July 27, 2025

**Time of Block Party:** 8 am - 6 pm

**Estimated number of individuals participating:** 750

**Description of planned activities:** St. James Catholic Church Parish Festival, 2 bounce houses, games, 40x40 tent plus smaller ones, outdoor cooking (registered w/ boone county health dpt.

**Street to be blocked:** Church Street

**From (Street):** Caswell St

**To (Street):** Main St

**I confirm that all residents of the affected area have been notified of the closure and there are no objections:** ☒ Yes

The undersigned hereby acknowledges, understands and agrees to the following: If this request is authorized by the Belvidere City Council it is the responsibility of participants to place from and return street barricades to the terrace.

Furthermore, section 10-40 of the Belvidere Code of Ordinances prohibits use of alcoholic liquor on any public street or sidewalk. This ordinance states "it shall be unlawful to any person to consume alcoholic liquor or to have any alcoholic liquor in his possession...on any public street, sidewalk, etc." This ordinance applies to block parties.

**Signature**

*Christopher Kane*