



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Alderman Clinton Morris, 1st Ward

Alderman Daniel Snow 2nd Ward

Co-Chairman, City/County Coordinating

Alderman Thomas Ratcliffe, 3rd Ward

Chairman, Finance and Personnel

Vice Chairman Building, Planning and Zoning

Alderman George Crawford, 4th Ward

Chairman, Public Safety

Alderman John Sanders, 5th Ward

Chairman Building, Planning and Zoning

Alderman Clayton Stevens, 1st Ward

Vice Co-Chairman, City/County Coordinating

Alderman Daniel Arevalo, 2nd Ward

Vice Chairman, Public Safety

Alderman Wendy Frank, 3rd Ward

Vice Chairman, Finance and Personnel

Alderman Ronald Brooks, 4th Ward

Chairman Public Works

Alderman Mark Sanderson, 5th Ward

Vice Chairman, Public Works

AGENDA

March 27, 2017

6:00 p.m.

City Council Chambers

401 Whitney Boulevard

Belvidere, Illinois

Call to Order – Mayor Mike Chamberlain:

Roll Call: Present: Absent:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Other:

- (A) Business Registration Ordinance.
- (B) Independent Contractor Agreement for Electrical Inspection Services.
- (C) Good Friday Parade Request.

2. Public Safety, Unfinished Business: None.
3. Public Safety, New Business:
 - (A) Police – Seized and Impounded Vehicles.
 - (B) Police - An Ordinance Authorizing the Sale of Certain Personal Property (Police Department Vehicles and Seized Vehicles).
 - (C) Fire - Replacement Windows.
4. Finance & Personnel, Unfinished Business:
 - (A) Budget Discussion.
5. Finance & Personnel, New Business: None.
6. Executive Session:
 - (A) Pursuant to Section 2 (c) (14) of the Open Meetings Act to discuss Informant sources, the hiring or assignment of undercover personnel or equipment, or ongoing prior or future criminal investigations, when discussed by a public body with criminal investigatory.
 - (B) Equipment Purchase.
7. Adjournment:

Article III. General Business Registration License

Sec. 26-76. Purpose.

Each Business establishment located within the City is an integral part of, and affects, the physical and economic development of the City. This Article is intended to keep a current listing of all businesses doing business in the City, aid the Police Department, Fire Department and other departments in their responsibilities and to ensure proper zoning compliance.

Sec. 26-77. Definitions.

Business. The term Business, for purposes of this Article, means any occupation or endeavor resulting in or intending to sell any commodity, whether at wholesale or retail, from a fixed location or from a wagon, van, pack, cart or other vehicle, or the application of skilled labor to the property of any other person by the person conducting such trade or business, or the provision of any service, whether professional or technical, or any other occupation involving the maintenance of any office, store or other facilities within the City, or territory subject to the City's ordinances, except businesses, trades or occupations which have been preempted from municipal regulation. The term Business specifically includes any not for profit organization, or other organization that does not receive compensation for its services or goods.

Person. The term Person, for purposes of this Article, shall include any person, partnership, corporation, association, firm or other association.

Sec. 26-78. Business Registration License Required (BRL).

It shall be unlawful for any Person to operate, conduct or engage in any Business within the City of Belvidere, or any territory subject to its ordinances, without first having obtained a Business Registration License from the City of Belvidere. The Business Registration License shall be specific to a single location within the City. If a Person operates more than one location for the same Business or multiple Businesses, each location must obtain a separate Business Registration License. If one Person operates more than one Business from a single location only one Business Registration License is required. However, if multiple Persons operate legally unrelated Businesses from the same location, each Business must obtain an individual Business Registration License.

Sec. 26-79. Business Registration License Issuance.

The Business Registration License shall be issued by the City Clerk, upon application, on forms provided by the City Clerk. At a minimum, the application shall require the name, address, including home address or outside corporate address of any Person owning or operating the Business, phone number, corporate documents for any corporation (articles of incorporation), EIN number if issued, partnership documents, if applicable. Each partner of a partnership, member of a LLC, member of an unincorporated association or any shareholder of a corporation holding 40% or more of an interest in

the corporation shall be identified with address. The applicant shall also describe the nature of the proposed Business and the type of goods to be offered for sale or services offered. In certain cases, the City may also require a sketch layout of the proposed Business which identifies all areas of the Business including storage areas and the type of materials to be stored.

No fee shall be charged for issuance of a Business Registration License nor is any background check required. However, any other license and/or fee required by another section (eg. bowling allies etc.) must obtain that license permit and pay the applicable fee.

Upon filing of a complete application, the Business Registration License shall be issued unless the Business is prohibited by law or prohibited at the location applied for. Notwithstanding the foregoing, the City shall not be estopped from enforcing any ordinance or law (including its Zoning Ordinance) even if a Business Registration License is issued for an illegal use, non-complying use or location.

The Business Registration License is not transferable and in the event of the sale or transfer of the Business, the sale or transfer of a majority of the stock of any Person owning the Business, or upon the sale or transfer of the majority of the assets of the Business (including good will), a new Business Registration License must be obtained within ten (10) days of the sale or transfer by the Person then owning or operating the Business.

The BRL shall be prominently displayed at the location for which it is issued. The issuance of a BRL shall not relieve the Person or Business, to whom it is issued, from complying with any other relevant ordinance or statute, including but not limited to the City of Belvidere Zoning Ordinance. Issuance of the BRL does not guarantee compliance with such other laws and ordinances and it is the responsibility of the Person or Business to whom the BRL is issued to ensure compliance with such laws and ordinances.

Sec. 26-80. Term of License.

Each Business Registration License shall expire on April 30th of each year. Each Business must apply for a new license or a renewal of an existing license prior to April 15th of each year. The City Clerk need not send renewal notices or reminders. It is the responsibility of each Business to comply with the terms of this Article. If an existing Business moves to a new location, it must apply for a new Business Registration License for the new location.

Sec. 26-81. Suspension or Revocation of a Business Registration License.

- (a) The Mayor (or his designee) of the City, after a hearing, may suspend or revoke any Business Registration License for any of the following reasons:
 - 1) The making of any false or misleading statement on the application for the Business Registration License.
 - 2) Use of the Business or the premises on which the Business is located for any purpose in violation of the Criminal Code of the State of Illinois (720 ILCS 5/1-1 et seq.) with the knowledge or consent of the Business, any principal of the Business, any employee of the

Business or the owner of the property at which the Business is located. For purposes of this section, a Person shall be deemed to have knowingly allowed a criminal use of the Business or location if a similarly situated reasonable person would have suspected the existence of criminal activity.

- (b) Upon credible evidence of a violation identified in Sec. 26-81 the Mayor (or his designee) may temporarily close (for a period of not more than thirty (30) days), without a hearing or notice, any Business pending a hearing on whether a Business Registration License should be revoked or suspended. If after a hearing, the Mayor (or his designee) finds sufficient evidence of a violation as identified in Sec. 26-81, the Business Registration License may be suspended or revoked.
- (c) Suspension of a Business Registration License shall begin immediately upon the ruling of the Mayor (or his designee) and shall be for a term of not more than thirty (30) days after the reason for the suspension is cured.
- (d) A Person or Business whose Business Registration License has been revoked may not apply for a new Business Registration License for a period of six (6) months which term shall not begin until after the reason for the revocation is cured.
- (e) A Person or Business whose Business Registration License is revoked based upon a violation of Sec. 26-81(4) shall be ineligible for any future Business Registration License where the violation constituted a violation of: child pornography (720 ILCS 5/11-20.1), the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.), the Methamphetamine Control and Community Protection Act (720 ILCS 646/1 et seq.), the Sale of Immoral Publications to Children Act (720 ILCS 670/0.01 et seq.), or Prostitution Offenses, Subdivision 15 of Article 11 of the Criminal Code of 2012 (720 ILCS 5/11-14 et seq.).
- (f) No Business Registration License shall be issued for any Business at a location, for a period of six (6) months where two or more Business Registration License's for the same location have been revoked in the previous two (2) years.
- (g) The penalties contained herein are in addition to and not exclusive of any other remedy the City or the State of Illinois may have for an underlying violation of local ordinance, County ordinance or State law.

Sec. 26-82. Hearing.

- (a) Any Person whose Business Registration License is subject to revocation or suspension is entitled to a hearing before the Mayor (or his designee). Upon a complaint of a violation identified in Section 26-81, the City shall provide Notice of Hearing, to any Person owning the Business identified on the application for a Business Registration License or any renewal application, of a hearing to consider the suspension or revocation of the Business Registration License. The Notice of Hearing shall be served by first class mail addressed to the Person(s) identified as the Owner(s) on the application. Service on any Person identified as an Owner on the Business Registration License Application shall be sufficient notice on the entire Business

and all Owners. Proof of mailing, in the United States mail, postage pre-paid, is sufficient evidence of service and service shall be deemed effective the date of mailing.

- (b) The Hearing shall be initiated not less than five (5) days, nor more than thirty (30) days, from the time a Notice of Hearing is served. The Hearing shall not be conducted under the formal rules of evidence and the Mayor (or his designee) may consider any evidence which a reasonable person would find relevant, including but not limited to, hearsay evidence. The Business, any Person owning the Business or their representative may cross examine any witness presented by the complainant or the City and may introduce any relevant information within the sound discretion of the Mayor (or his designee). Any party to the Hearing may request a reasonable continuance to obtain additional evidence or obtain counsel. However, any temporary suspension then in effect shall continue regardless of the time frame set forth in section 26-81(b).
- (c) The burden of proof necessary to find against a Person or Business shall be a preponderance of the evidence and the burden shall lie on the complainant or City. In the event the Person or Business is found guilty or pleads guilty in Circuit Court of a violation contained in Sec. 26-81, it shall be presumed that the City or complainant has met their burden of proof for the infraction for purposes of this Article.
- (d) The Mayor (or his designee) shall enter a written order, upon the conclusion of the Hearing, either revoking or suspending or finding insufficient reason to revoke or suspend the Business Registration License. In making the decision, the Mayor (or his designee) may consider whether the reasons articulated and presented for revocation or suspension have been cured and a finding that there is no reason to further suspend or revoke a Business Registration License is not necessarily a finding that a violation identified in Section 26-81 did not occur. The Mayor (or his designee) shall serve a copy of the decision either personally or by first class mail addressed to any Person identified on the Application or renewal application.
- (e) In the event of any revocation or suspension (including one that is ultimately overturned by a court of competent jurisdiction) neither the City, nor its officers, elected officials, appointed officials, employees or independent contractors shall be liable for any damages incurred by any Person or the Business unless a Court finds that the revocation or suspension was issued in wanton or willful disregard of this Article.
- (f) Any Business or Person may appeal a decision of the Mayor (or his designee) pursuant to the Administrative Review Law.
- (g) The Mayor may appoint any employee, officer or official of the City, or an Administrative Hearing Officer to conduct the Hearing and render applicable decisions.

Sec. 26-83. Penalties.

- (a) Any Person who operates any Business within the City of Belvidere, or any territory subject to its ordinances, without a valid Business Registration License shall be fined not less than \$100.00 plus court costs per offense with each day, or part thereof, that a violation exists or continues shall be deemed a separate offense.
- (b) Any Person who operates any Business during a period of suspension of the Business Registration License, or after revocation of the Business Registration License shall be fined not

less than \$500.00 plus court costs per offense with each day, or part thereof, that a violation exists or continues to exist shall be deemed a separate offense.

- (c) The Court may, in addition to any other remedy, including the fines above, may order injunctive relief prohibiting operation of any Business in violation of this Article and may enforce such injunctive relief through contempt proceedings.
- (d) The City may, if an Administrative Hearing Officer is approved by the City Council, refer prosecutions of operation of a Business without a Business Registration License, or with a suspended or revoked Business Registration License, to administrative adjudication in lieu of a proceeding before the Circuit Court.

INDEPENDENT CONTRACTOR AGREEMENT
FOR ELECTRICAL INSPECTION SERVICES

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

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

WHEREAS, R & R Electric is a partnership of licensed electricians in the State of Illinois with partners Gale Romine and Leroy Romine both being licensed electricians; and

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

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

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

- Inspector shall reimburse the City in the amount of \$128.00 per day that the City obtains an alternative service provider.
- 6) Inspector shall perform all inspections and other work (both residential and other inspections) as required by the City. As compensation for said inspections, the City shall pay Inspector the flat fee of \$18,500 per year. Said fee shall be paid in 12 equal installments on a monthly basis.
 - 7) Inspector agrees that Inspector is not an employee of the City but provides contract services to the City. Inspector, and Inspector's employees, shall not represent themselves to any third party as a City employee but instead as the City's Contract Inspectors/Service Providers. Inspector is not bound by an employment relationship to comply with the City's personnel manual. However, Inspector agrees to comply with the City's ethics ordinance (and all other City ordinances). Inspector shall be solely responsible for all income taxes and other taxes for Inspector and its employees.
 - 8) Inspector agrees to maintain in full force and effect general commercial liability and automobile insurance with limits not less than the amounts set forth in Exhibit A and shall cause the City of Belvidere to be named as an additional insured on all insurance policies. Further, Inspector agrees to indemnify and hold the City harmless from any and all claims, injuries, and causes of action arising from Inspector's actions, or failure to act, in any way related to this Agreement or Inspector's services hereunder, excepting those claims, arising solely from the City's own actions or failure to act.
 - 9) This Agreement shall expire on April 30, 2018. It may be renewed for subsequent one-year terms upon the agreement of the parties hereto. Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason at all upon 5 days written notice. In the event the Agreement is terminated prior to its term, Inspector shall only be entitled to a prorated portion of his/her annual inspection flat fee.
 - 10) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
 - 11) The Agreement may not be modified or amended without the written consent of the City and the Inspector.
 - 12) If any portion of this Agreement is deemed invalid or ineffective by a court of competent jurisdiction, such provision or portion shall be ineffective only to the extent of said invalidity without invalidating or affecting the remainder of such provision or remaining provisions of the Agreement.

Dated: 3-17-17

By: R & R Electric

By: The City of Belvidere

By: Gale K Romine
Gale Romine
Partner

By: _____
Mayor

By: Leroy Romine
Leroy Romine
Partner

Exhibit A

MIMIMUM INSURANCE REQUIREMENTS

Minimum Insurance required of all contractors and vendors:

Comprehensive General Liability:

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

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

Automobile Liability:

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

Worker's Compensation:

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

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

INDEMNIFICATION – Indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness,

disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by a negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

February 28, 2017

Dear Mrs. Morelock,

I am writing to inform you that I will be resigning as the Electrical Inspector for the City of Belvidere. My last day of work will be February 28th 2017.

I would like to thank you for having me as part of your team. I am proud to have worked for The City of Belvidere and I appreciate the time and patience you have shown in training me.

Please acknowledge this letter as my official notice of resignation. I will do my best to ensure that all of my projects are completed and ensure a smooth transition. I have been fortunate to have been a part of the City of Belvidere Building Dept, and I wish you continued success.

Sincerely,

A handwritten signature in black ink, appearing to read "Phillip L. Long". The signature is written in a cursive style with a large initial "P" and a long, sweeping underline.

Phillip L. Long
DBA Long Enterprise

City of Belvidere • Illinois

City Hall: 401 Whitney Blvd.
Belvidere, Illinois 61008-3710
(815) 544-2612 • Fax (815) 544-3060

APPLICATION FOR BELVIDERE PARADE PERMIT

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

1. Names, ages and addresses of sponsoring persons or group in control, or those responsible for the parade or procession. (Individuals must be 18 or older.)

Marisa Hernandez
2630 Spring creek #6
Belvidere, Ill, 61008
Contact Teresa Bongaly

2. Date, starting time, and duration of proposed parade or procession.

April 14, 2017 start time 10:30 a.m.
Duration 2 hrs.

3. Purpose of proposed parade or procession.

Good Friday Via crucis. Praying and
chanting while Jesus is carrying the cross

4. Proposed route of parade or procession.

start at 535 Caswell st. James school
toward Buchanan st, Turn right on Buchanan st.
Turn right on Warren Ave, Turn right on Church st.
And finish on 535 Caswell st.

5. Total number of participants expected. Approx 150 people

6. Total number and type of anticipated participating.

--Vehicles (number and type)

(1) Dodge Pick up.

--Floats (number and type)

None

--Bands (number and type)

None

--Animals (number and type)

None

--Other parade or procession features (specify number and types)

7. Number of spectators anticipated along route. None

8. Description and locations of related commercial or non-commercial activities.

None

9. Any special traffic, parking, or law enforcement problems anticipated (give details).

None

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

Any person signing on behalf of a group or corporation represents that he/she is authorized to sign this application on behalf of the entire group or corporation.

Sponsor(s):

Janisa Hdez. 3-14-17

By: _____

ARTICLE XI. - SEIZED AND IMPOUNDED VEHICLES

Sec. 110-571. - In general.

This article is deemed necessary for the preservation of the public peace, health and safety and is intended to create safer roadways within the city by deterring drivers from committing certain offenses while offsetting some of the city's administrative costs associated with these offenses.

(Ord. No. 66H, § 1(exh. A), 6-21-10)

Sec. 110-572. - Definitions.

Registered owner. The record title holder(s) of the vehicle as registered with the Illinois Secretary of State, or if not registered in the State of Illinois, the secretary of state of the particular state where the vehicle is registered.

Lien Holder. Any lienholder of record as registered with the Illinois Secretary of State, or the Secretary of State of the particular state where a vehicle is registered.

(Ord. No. 66H, § 1(exh. A), 6-21-10)

Sec. 110-573. - Vehicles subject to seizure and impoundment.

~~A motor vehicle operated with the permission, either express or implied, of the owner of record, that is used in connection with any of the following violations shall be subject to seizure and impoundment by the City, and the owner of record shall be liable to the City for an Administrative Fee in the sum of \$300.00, which is in addition to any and all applicable fines, costs and towing costs and storage fees:~~

- (a) Driving under the influence of alcohol, other drug(s), intoxicating compound(s), or any combination thereof in violation of 625 ILCS 5/11-501, as amended from time to time, but only in conformance and pursuant to 625 ILCS 5/4-203;
- (b) Driving while driver's license, permit, or privilege to operate a motor vehicle is suspended or revoked in violation of 625 ILCS 5/6-303, as amended from time to time, but only in conformance and pursuant to 625 ILCS 5/4-203;
- (c) Operation of or use of a motor in violation of 625 ILCS 5/11-506, but only in conformance and pursuant to 625 ILCS 5/4-203;
- (d) Operation or use of a motor vehicle in aggravated fleeing or attempting to elude a police officer in violation of 625 ILCS 5/11-204.1, as amended from time to time;
- (e) Operation of or use of a vehicle without a valid driver's license ~~and without a liability insurance coverage on the vehicle~~ in violation of 625 ILCS 5/6-101, as amended from time to time;
 - (1) ~~This section shall not apply where the license is invalid only because it is expired for less than six months;~~ If the operator's license has been expired for greater than one (1) year; or and
 - (2) the operator has never been issued a driver's license or permit either due to age or otherwise.
 - (3) This section shall not apply where the driver's license is invalid only because the drivers is less than 17 years of age and is operating a vehicle in violation of the Child Curfew Act (720 ILCS 555/0.01 et seq.).

- (f) Operation or use of a motor vehicle in connection with the commission or attempted commission of any offense in violation of and as outlined in 720 ILCS 5/36-1. ~~to include but not limited to the following offenses:~~
- ~~(1) First degree murder;~~
 - ~~(2) Aggravated kidnapping;~~
 - ~~(3) Indecent solicitation of a child;~~
 - ~~(4) Soliciting for a juvenile prostitute;~~
 - ~~(5) Juvenile pimping;~~
 - ~~(6) Exploitation of a child;~~
 - ~~(7) Child pornography;~~
 - ~~(8) Criminal sexual assault;~~
 - ~~(9) Aggravated criminal sexual assault;~~
 - ~~(10) Armed robbery;~~
 - ~~(11) Burglary;~~
 - ~~(12) Possession of burglary tools;~~
 - ~~(13) Residential burglary;~~
 - ~~(14) Arson;~~
 - ~~(15) Aggravated arson;~~
 - ~~(16) Aggravated discharge of a firearm; and/or~~
 - ~~(17) Gambling.~~
- (g) A vehicle may also be impounded under this article pursuant to any other lawful authority including but not limited to impoundment pursuant to a lawful felony arrest. In the event that a vehicle is impounded under this article and is later becomes the subject of asset forfeiture pursuant to 720 ILCS 570/505, or a similar law, that statute shall control.
- (h) Operation or use of a motor vehicle in commission of or in the attempt to commit, a felony or in violation of the Cannabis Control Act.
- (i) Operation of or use of a motor vehicle in the commission of, or in the attempt to commit, an offense in violation of the Illinois Controlled Substances Act.
- (j) Operation or use of a motor vehicle in the commission of, or in the attempt to commit, an offense in violation of Section 24-1, 24-1.5 or 24-3.1 of the Criminal Code of 1961 or the Criminal Code of 2012.
- (k) Operation or use of a motor vehicle while soliciting, possessing or attempting to solicit or possess cannabis or a controlled substance, as defined by the Cannabis Control Act or the Illinois Controlled Substances Act.
- (l) Operation of or use of a motor vehicle by a person against whom a warrant has been issued by a circuit clerk in Illinois for failing to answer charges that the driver violated Sections 6-101, 6-303 or 11-501 of the Illinois Vehicle Code.
- (m) Operation of or use of a motor vehicle in the commission of, or in the attempt to commit, an offense in violation of Article 16 or 16A of the Criminal Code of 1961 or the Criminal Code of 2012.

- (n) Operation or use of a motor vehicle in the commission of, or in the attempt to commit, any other misdemeanor or felony offense in the violation of the Criminal Code of 1961 or the Criminal Code of 2012.

(Ord. No. 66H, § 1(exh. A), 6-21-10)

Sec. 110-574. - Imposition of administrative fee.

The administrative fee of \$300.00 imposed on the registered owner of any motor vehicle(s) that is seized and impounded under this article shall be paid to the city police department and shall be placed in the City's general fund. In addition, all costs for towing and storage must be paid to the private towing company. The private tow company may place a hold on the vehicle until its costs are paid pursuant to the company's normal practices.

(Ord. No. 66H, § 1(exh. A), 6-21-10)

Sec. 110-575. - Seizure and impoundment procedures.

Whenever a police officer has reason to believe that the driver of a motor vehicle has committed an offense eligible for seizure and impoundment of a vehicle as enumerated in this Article, the officer may provide for the towing of that motor vehicle to a City approved towing or impound facility. ~~The registered owner of the vehicle shall receive notice of the seizure and impoundment as quickly as reasonably possible.~~ The owner, lessee, or person identifying himself or herself as the owner or lessee of the vehicle, or any person who is found to be in control of the vehicle at the time of the alleged offense shall be notified of the impoundment and of the vehicle owner's or lessee's right to an administrative hearing. The Police Department shall also provide notice that the vehicle will remain impounded pending the completion of an administrative hearing, unless the owner or lessee of the vehicle, or a lienholder of record, posts a bond equal to the administrative fee and pays all towing and other related charges.

A police officer shall not impound a vehicle under this article if the vehicle is properly insured and, prior to impoundment, an individual with a valid drivers license is available to take possession of the vehicle with the registered owner's permission or the registered owner who holds a valid license is not the violator and takes possession of such a properly insured vehicle. In order for a third party to take possession of the vehicle, the registered owner, must give that permission in person to the police officer and sign a release to be provided by the department.

(Ord. No. 66H, § 1(exh. A), 6-21-10)

Sec. 110-576. - Release from impound.

Unless, the Administrative Hearing officer, after a hearing, or a Court, upon administrative appeal, orders otherwise, motor vehicles seized and impounded under this article shall remain impounded until all costs associated with the towing and storage of the vehicle is paid to the private towing company and:

- (a) The registered owner or registered owner's agent appears at the city police department and remits the \$300.00 administrative fee and executes a waiver of their right to an Administrative Hearing (in which event the scheduled Initial Hearing shall be stricken); or
- (b) The registered owner appears in person at the city police department and requests an Administrative Hearing to contest the imposition of the \$300.00 administrative fee, signs the city's notice acknowledging receipt of the hearing date and posts a bond in the sum of \$300.00.

Upon payment of the administrative fee or the registered owner's request for a hearing, the city police department shall inform the private towing company that the city is releasing its hold on the vehicle. However, the private towing company shall have the right to hold the vehicle until the costs associated

with the towing and storage have been paid in full or other arrangements for payment have been made in a manner consistent with the company's normal practices.

Lien holders with a perfected lien upon an impounded vehicle may take possession of the vehicle if the lien holder has obtained a judgment for possession of the vehicle either under the appropriate replevin or foreclosure laws, provides a certified copy of such judgment to the city and pays the administrative impound fee and all associated towing and impound costs.

(Ord. No. 66H, § 1(exh. A), 6-21-10)

Sec. 110-577. - Notice required.

- (a) As set forth above, if the ~~driver of the vehicle is the~~ registered owner or lessee of the vehicle is in the vehicle at the time of the incident, he/she will be personally provided notice that their impounded vehicle is subject to a \$300.00 administrative fee under this article in addition to any costs imposed by the private towing company and in addition to any other fines or penalties assessed for the underlying violation. The owner or lessee shall also be informed of their right to contest this fee at an administrative hearing and the procedures for requesting such a hearing. The registered or lessee owner shall receive this notice prior to impoundment.
- (b) ~~If the registered owner is found to be one of the passengers in the vehicle at the time of the incident, he/she will be personally notified of the impoundment and appeal rights as set forth above.~~
- (c) ~~If the driver of the vehicle is not the registered owner and the registered owner is not a passenger in the vehicle at the time of the incident,~~ In addition, all interested parties of record, including any, he registered owner and lienholders of record shall be mailed a notice, by first class mail that their car has been impounded pursuant to this article and is subject to a \$300.00 administrative fee, in addition to any costs imposed by the private towing company.
 - (1) ~~This notice shall be sent via certified First Class Mail on the next business day after impoundment of the vehicle to the last known address of the registered owner, lessee and any lienholder of record, at the address as registered with the Secretary of State, and shall inform the registered owner of his/her right to request an administrative hearing to contest the impoundment and fee. This notice shall set forth the procedures required for requesting such a hearing. contain the date, time and location of the administrative hearing. An administrative hearing shall be scheduled and convened no later than 45 days after the date of the mailing of the notice of hearing. Notice of the impoundment and the Initial Hearing shall also be mailed by first class mail to any interested party, including the owners, lessees and lienholders of record, of the vehicle within ten (10) days of the impoundment.~~

(Ord. No. 66H, § 1(exh. A), 6-21-10)

Sec. 110-578. - Review of seizure and impoundment. Administrative Hearings.

- (a) Initial Hearing. The date contained in the Notice required by section 110-577 shall be an initial hearing date which shall be before the Chief of Police (the Chief) or his designee. At that date and time, the Chief or his designee shall advise the owner, lessee or other interested party of the vehicle of their rights under this Article and ascertain whether they wish to contest the impoundment.
 - (i) If the Owner, lessee or other interested party wishes to contest the impoundment, the Chief or his designee shall schedule a hearing before the Administrative Hearing Officer. The subject vehicle shall remain impounded unless the Owner, lessee or other interested party complies with the bond requirements of Section 110-576.

- (ii) Alternatively, if the owner or lessee chooses not to contest the impoundment, the owner or lessee shall execute a waiver of the right to Administrative Hearing and the Vehicle may be released in compliance with Section 110-576.
 - (iii) If the Chief, or his designee, after reviewing the facts surrounding the impoundment, including but not limited to any evidence provided by the owner or lessee of the vehicle, determines that the vehicle should be released to the owner or lessee without payment of the administrative fee, the Chief or his designee may order the release of the vehicle after payment of all other fees associated with the towing and storage of the vehicle.
 - (iv) If the owner or lessee fails to appear at the Initial Hearing, the owner, lessee and any other interested party shall be deemed to be defaulted and be deemed to have waived their right to an Administrative Hearing. If the owner, lessee or interested party (lien holder) previously posted a bond and obtained possession of the vehicle, the matter shall be closed. If the vehicle is still impounded, the Chief, or his designee, shall schedule a date before the Administrative Hearing Officer for a hearing at which the owner, lessee or interested party, being defaulted, may not enter evidence.
- (b) Administrative Hearing. The owner or lessee shall be given a reasonable opportunity to be heard at the Administrative Hearing. The formal rules of evidence shall not apply at the and hearsay evidence shall be admissible if it is of the type commonly relied upon by a reasonably prudent person. If the basis for impoundment is sustained by the Administrative Hearing Officer, determines that there is cause to believe that the vehicle is subject to impoundment pursuant to this article and relevant law, any administrative fee or bond posted to secure release of the vehicle shall be deemed forfeited. Unless the Administrative Hearing Officer overturns the basis for impoundment, no vehicle shall be released until the administrative fee and all costs of towing and storage are paid in full.
- (c) The Administrative Hearing Officer does not have authority to order the refund of the costs assessed by a private towing and/or storage entity. These costs must be paid regardless of the outcome of the administrative hearing. Further, the ruling of the Hearing Officer shall have no effect on any pending criminal, petty or civil offenses related to the incident for which the vehicle was impounded.
- (d) Unless stayed by a court of competent jurisdiction, any fine, penalty or administrative fee imposed under this Article which remains unpaid in whole or in part after the expiration of the deadline to seek judicial review under the Administrative Review Law may be enforced in the same manner as a judgment entered by a court of competent jurisdiction.
- (e) Any vehicle not retrieved within 35 days after the Administrative Hearing Officer issues a written decision, either sustaining or overruling the impoundment, shall be deemed abandoned and disposed of in accordance with Article II of Chapter 4 of the Illinois Vehicle Code.
- ~~(f) the chief shall order the continued impoundment of the vehicle under this article unless the owner of record posts, with the city, a cash bond in the amount of \$300.00 plus any costs of prosecution, and pays the tow and storage companies any applicable towing and storage fees. If the chief, or his designee, determines that the continued impoundment of the vehicle is without cause, the vehicle shall be returned to the registered owner without penalty or other fees.~~
- ~~(g) Appeal of preliminary hearing. The registered owner of an impounded vehicle may appeal the decision of the police chief or his designee to the mayor of the City of Belvidere, or his designee (which shall not be a member of the city police department). Such an appeal must be filed with the city clerk within five business days of the decision of the police chief or his designee. The mayor or his designee shall meet with the registered owner within five business days after the appeal is filed and give the registered owner the opportunity to make any relevant argument. The mayor, or his designee, shall not hear new evidence, but shall instead rely upon the evidenced adduced at the preliminary hearing. If after the hearing, the mayor, or his designee, determines that there is cause to believe that the vehicle is subject to impoundment pursuant to this article and relevant law, the mayor shall order the continued impoundment of the vehicle under this~~

~~article unless the owner of record posts, with the city, a cash bond in the amount of \$300.00 plus any costs of prosecution, and pays the tow and storage companies any applicable towing and storage fees. If the mayor or his designee determines that the continued impoundment of the vehicle is without cause, the vehicle shall be returned, or the cash bond refunded, to the registered owner without penalty or other fees.~~

- (h) Administrative appeal. The registered owner may appeal the decision of the ~~mayor~~ Administrative Hearing Officer or his designee pursuant to the administrative review law of the state (735 ILCS 5/3-101 et seq.). In the event the city is successful in defending any such appeal, the registered owner shall pay all of the city's costs of court and reasonable attorney's fees.

(Ord. No. 66H, § 1(exh. A), 6-21-10)

Sec. 110-579. - Stolen vehicles.

The administrative fee imposed by the city under this article shall not be charged if the motor vehicle used during the commission of the offense was stolen at that time of the offense and the theft was reported to the appropriate police authorities within 24 hours after the theft was discovered or reasonably should have been discovered.

(Ord. No. 66H, § 1(exh. A), 6-21-10)

Sec. 110-580. ~~Abandoned or unclaimed vehicles. Administrative Hearing Officer.~~

The Mayor shall appoint an Administrative Hearing Officer to conduct all Hearings under Section 110-578 above at a rate of pay to be approved by the City Council either in the Annual Budget or otherwise. The appointment shall comply with Section 5/11-208.7 of the Illinois Vehicle Code (625 ILCS 5/11-208.7). The Administrative Hearing Officer shall have all of the rights, powers and responsibilities set forth in Sections 5/11-208.7 and 5/11-208.3 of the Illinois Vehicle Code.

~~If an impounded vehicle is not claimed within ten days of impoundment, or the last action on appeal under section [110-578] of this article, whichever is later, it shall be deemed abandoned and will be disposed of in the manner provided by law for the disposition of abandoned vehicles as provided in 625 ILCS 5/4-200 et seq.~~

(Ord. No. 66H, § 1(exh. A), 6-21-10)

ORDINANCE #343H
AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY
(POLICE DEPARTMENT VEHICLES AND SEIZED VEHICLES)

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

WHEREAS, a Court of competent jurisdiction forfeited an interest in certain motor vehicles which are also described in Exhibit A and vested title in said vehicle to the City of Belvidere; 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 THEREFORE 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 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, including but not limited to an internet auction site.

SECTION 3: 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 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: 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:

EXHIBIT A

- 1) 1993 American Motors Trailer VIN: MW0T272683
- 2) 2011 American Motors Truck VIN: 2501124
- 3) 1984 American General Trailer Generator (SN6494)

SEIZED VEHICLES

- 1) 2007 Harley Davidson VIN: 1HD1FC4187Y696818
- 2) 2003 Pontiac Bonneville VIN: 1G2HX52K234168024
- 3) 2007 Pontiac Grand Prix VIN: 2G2WP552571232822



**BELVIDERE
FIRE
DEPARTMENT**

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

Fire Chief and Administration Offices

(815)544-2242

Fax (815)544-2278

March 23, 2017

To the Belvidere City Council Members:

The Belvidere Fire Department would like to purchase eleven (11) new double hung wood replacement windows for the training room and rear of station #1. These windows would replace the remaining old windows which are in desperate need of replacement; due to missing parts, broken parts and failed glass. The present windows are estimated to be 25 years of age and have far outlasted their life expectancy.

The department has replaced 14 windows so far using Hurd Windows from Midwest Roofing Supply. These windows are of good quality and have performed well to date. We have received a quote from Midwest Roofing Supply (copy attached).

Gina Del Rose has approved these windows and they meet and exceed the specifications required from her office.

We are seeking approval to spend up to \$10,000 to cover costs of windows and any incidentals that may occur during installation. This expenditure will come out of line item #01-5-220-6010. These windows will be installed by a local contractor.

Thank you for your consideration in the effort to finish the window remodeling of Station #1. These windows will not only beautify our downtown station exterior but they also will serve the firefighters well by allowing the windows to be opened for fresh air; not to mention the ability to clean and maintain.

Special Note: Since the initial purchase of Hurd Windows in the last 10 years, the company has changed their name to Sierra Pacific Windows (www.Hurd.com).

Thank you

Chief Hyser

MIDWEST ROOFING SUPPLY
 600 BOYLSTON ST
 LOVES PARK, IL 61111
 815-877-6778
 815-877-7928 FAX



BILL TO:

SHIP TO:

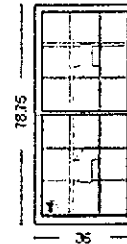
Phone
 Email

Phone
 Fax

QUOTE #	PO #	QUOTE NAME	PROJECT	JOB NAME	BID BY
865595		PAINTED	BELVIDERE FIRE DEPT.		

LINE #	LINE TYPE	DESCRIPTION	QTY	U/M	NET PRICE	EXTENDED
100-1	WindowAndDoor	PK-283	2	EA	\$982.91	\$1,965.83

H3 Aluminum Clad Insert Windows 2.0 Double Hung Operating 36 x 78.75
 Custom: Frame Width = 36, Frame Height = 78.75, Sash Split = 50/50, Screen Width = 33.6875,
 Screen Height = 76.6875
 Complete Unit, DP Rating = Standard
 Frame Color = Green, AAMA 2604, Ultra Coat Interior, Ultra Coat Color = White, Pine Interior,
 Frame Type = Insert, Visible Interior Vinyl Profile Color = Beige
 Sash-Panel Color = Green, Sash-Panel Clad Finish = AAMA 2604
 Unit 1 Lower: Dual Insulated, Low-E, Standard Bead, Standard Obscure, Tempered Glass = Yes,
 both lites, Argon Gas = Yes, Spacer Channel = Standard Warm Edge Spacer
 Unit 1 Upper: Dual Insulated, Low-E, Standard Bead, Argon Gas = Yes, Spacer Channel =
 Standard Warm Edge Spacer
 Hardware = Applied, Standard Hardware Type, White, Jamb Liner Type = Concealed,
 Lock-Keepers = 2-Locks, Window Opening Control Device = No
 Screen Option = Full Screen Applied, Green, AAMA 2604, Fiberglass Mesh
 Flat Grille In Air, Equal, 5/8", Green, 3W3H
 No Nail Fin
 5-1/8"
 U-Factor = 0.3, SHGC = 0.27, CR = 55, VT = 0.48, CPD = SIE-N-135-00149-00002, Energy Star
 Region = NC
 Trim Extender = 1 7/8", Extender Location = Sill Only
 Non-Manufacturer Related =
 Unit 1: Glass Width = 30.875, Glass Height = 36.4375, Sash Width = 32.625, Sash Height =
 38.4375

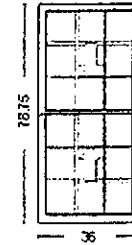


Rough Opening: 36.5" X 79.25"
Overall Unit Size: 36" X 78.75"
Room Location: WOMENS BATH

QUOTE #	PO #	QUOTE NAME	PROJECT	JOB NAME	BID BY
865595		PAINTED	BELVIDERE FIRE DEPT.		

LINE #	LINE TYPE	DESCRIPTION	QTY	U/M	NET PRICE	EXTENDED
200-1	WindowAndDoor	PK- 283	2	EA	\$896.45	\$1,792.90

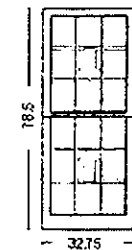
H3 Aluminum Clad Insert Windows 2.0 Double Hung Operating 36 x 78.75
 Custom: Frame Width = 36, Frame Height = 78.75, Sash Split = 50/50, Screen Width = 33.6875,
 Screen Height = 76.6875
 Complete Unit, DP Rating = Standard
 Frame Color = Green, AAMA 2604, Ultra Coat Interior, Ultra Coat Color = White, Pine Interior,
 Frame Type = Insert, Visible Interior Vinyl Profile Color = Beige
 Sash-Panel Color = Green, Sash-Panel Clad Finish = AAMA 2604
 Dual Insulated, Low-E, Standard Bead, Argon Gas = Yes, Spacer Channel = Standard Warm
 Edge Spacer
 Hardware = Applied, Standard Hardware Type, White, Jamb Liner Type = Concealed,
 Lock-Keepers = 2-Locks, Window Opening Control Device = No
 Screen Option = Full Screen Applied, Green, AAMA 2604, Fiberglass Mesh
 Flat Grille In Air, Equal, 5/8", Green, 3W3H
 No Nail Fin
 5-1/8"
 U-Factor = 0.3, SHGC = 0.27, CR = 55, VT = 0.48, CPD = SIE-N-135-00149-00002, Energy Star
 Region = NC
 Trim Extender = 1 7/8", Extender Location = Sill Only
 Non-Manufacturer Related =
 Unit 1: Glass Width = 30.875, Glass Height = 36.4375, Sash Width = 32.625, Sash Height =
 38.4375



Rough Opening: 36.5" X 79.25"
Overall Unit Size: 36" X 78.75"
Room Location: TRAINING ROOM

LINE #	LINE TYPE	DESCRIPTION	QTY	U/M	NET PRICE	EXTENDED
300-1	WindowAndDoor	PK- 283	2	EA	\$901.31	\$1,802.62

Aluminum Clad Wood Windows Double Hung Operating 32.75 x 78.5
 Custom: Frame Width = 32.75, Frame Height = 78.5, Sash Split = 50/50, Screen Width =
 30.90625, Screen Height = 76.96875
 Complete Unit, DP Rating = Standard
 Frame Color = Green, AAMA 2604, Ultra Coat Interior, With Nail Holes Filled = Yes, Ultra Coat
 Color = White, Pine Interior
 Sash-Panel Color = Green, Sash-Panel Clad Finish = AAMA 2604
 Dual Insulated, Low-E, Standard Bead, Argon Gas = Yes, Spacer Channel = Standard Warm
 Edge Spacer
 Hardware = Applied, Standard Hardware Type, White, Jamb Liner Type = Concealed,
 Lock-Keepers = 1-Lock, Window Opening Control Device = No
 Screen Option = Full Screen Applied, Green, AAMA 2604, Fiberglass Mesh
 Flat Grille In Air, Equal, 5/8", Two Tone Color = Yes, Grille Color Viewed from Interior =
 White, Grille Color Viewed from Exterior = Green, 3W3H
 Vinyl Nail Fin, No Drip Cap
 4-9/16"
 U-Factor = 0.3, SHGC = 0.25, CR = 59, VT = 0.44, CPD = SIE-N-111-00352-00001, Energy Star
 Region = NC,SC,S
 Non-Manufacturer Related =
 Unit 1: Glass Width = 27.28125, Glass Height = 34.9375, Lower Glass Sash Width = 29.65625,
 Lower Glass Sash Height = 38.84375, Upper Glass Sash Width = 29.65625, Upper Glass Sash
 Height = 37.60938

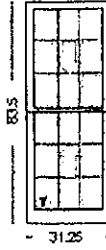


Rough Opening: 33.5" X 79"
Overall Unit Size: 32.75" X 78.5"
Room Location: TRAINING ROOM

QUOTE #	PO #	QUOTE NAME	PROJECT	JOB NAME	BID BY
865595		PAINTED	BELVIDERE FIRE DEPT.		

LINE #	LINE TYPE	DESCRIPTION	QTY	U/M	NET PRICE	EXTENDED
400-1	WindowAndDoor	PK-283	1	EA	\$973.57	\$973.57

Aluminum Clad Wood Windows Double Hung Operating 31.25 x 83.5
 Custom: Frame Width = 31.25, Frame Height = 83.5, Sash Split = 50/50, Screen Width = 29.40625, Screen Height = 81.96875
 Complete Unit, DP Rating = Standard
 Frame Color = Green, AAMA 2604, Ultra Coat Interior, With Nail Holes Filled = Yes, Ultra Coat Color = White, Pine Interior
 Sash-Panel Color = Green, Sash-Panel Clad Finish = AAMA 2604
 Unit 1 Lower: Dual Insulated, Low-E, Standard Bead, Tempered Glass = Yes, both lites, Argon Gas = Yes, Spacer Channel = Standard Warm Edge Spacer
 Unit 1 Upper: Dual Insulated, Low-E, Standard Bead, Argon Gas = Yes, Spacer Channel = Standard Warm Edge Spacer
 Hardware = Applied, Standard Hardware Type, White, Jamb Liner Type = Concealed, Lock-Keepers = 1-Lock, Window Opening Control Device = No
 Screen Option = Full Screen Applied, Green, AAMA 2604, Fiberglass Mesh
 Flat Grille In Air, Equal, 5/8", Two Tone Color = Yes, Grille Color Viewed from Interior = White, Grille Color Viewed from Exterior = Green, 3W3H
 Vinyl Nail Fin, No Drip Cap
 4-9/16"
 U-Factor = 0.3, SHGC = 0.27, CR = 59, VT = 0.45, CPD = SIE-N-111-00376-00001, Energy Star Region = NC
 Non-Manufacturer Related =
 Unit 1: Glass Width = 25.78125, Glass Height = 37.4375, Lower Glass Sash Width = 28.15625, Lower Glass Sash Height = 41.34375, Upper Glass Sash Width = 28.15625, Upper Glass Sash Height = 40.10938



Rough Opening: 32" X 84"
Overall Unit Size: 31.25" X 83.5"
Room Location: AB BATHROOM

* All drawings are viewed from exterior of window.

QUOTE #	PO #	QUOTE NAME	PROJECT	JOB NAME	BID BY
865595		PAINTED	BELVIDERE FIRE DEPT.		

LINE #	LINE TYPE	DESCRIPTION	QTY	U/M	NET PRICE	EXTENDED
500-1	WindowAndDoor	PK-283	1	EA	\$983.11	\$983.11

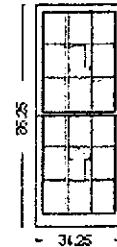
Aluminum Clad Wood Windows Double Hung Operating 31.25 x 92.5
 Custom: Frame Width = 31.25, Frame Height = 92.5, Sash Split = 50/50, Screen Width = 29.40625, Screen Height = 90.96875
 Complete Unit, DP Rating = Standard
 Frame Color = Green, AAMA 2604, Ultra Coat Interior, With Nail Holes Filled = Yes, Ultra Coat Color = White, Pine Interior
 Sash-Panel Color = Green, Sash-Panel Clad Finish = AAMA 2604
 Dual Insulated, Low-E, Standard Bead, Argon Gas = Yes, Spacer Channel = Standard Warm Edge Spacer
 Hardware = Applied, Standard Hardware Type, White, Jamb Liner Type = Concealed, Lock-Keepers = 1-Lock, Window Opening Control Device = No
 Screen Option = Full Screen Applied, Green, AAMA 2604, Fiberglass Mesh
 Flat Grille In Air, Equal, 5/8", Two Tone Color = Yes, Grille Color Viewed from Interior = White, Grille Color Viewed from Exterior = Green, 3W3H
 Vinyl Nail Fin, No Drip Cap
 4-9/16"
 U-Factor = 0.3, SHGC = 0.25, CR = 59, VT = 0.44, CPD = SIE-N-111-00352-00001, Energy Star Region = NC,SC,S
 Non-Manufacturer Related =
 Unit 1: Glass Width = 25.78125, Glass Height = 41.9375, Lower Glass Sash Width = 28.15625, Lower Glass Sash Height = 45.84375, Upper Glass Sash Width = 28.15625, Upper Glass Sash Height = 44.60938



Rough Opening: 32" X 93"
Overall Unit Size: 31.25" X 92.5"
Room Location: AB ROOM

LINE #	LINE TYPE	DESCRIPTION	QTY	U/M	NET PRICE	EXTENDED
600-1	WindowAndDoor	PK-283	2	EA	\$966.97	\$1,933.93

Aluminum Clad Wood Windows Double Hung Operating 34.25 x 86.25
 Custom: Frame Width = 34.25, Frame Height = 86.25, Sash Split = 50/50, Screen Width = 32.40625, Screen Height = 84.71875
 Complete Unit, DP Rating = Standard
 Frame Color = Green, AAMA 2604, Ultra Coat Interior, With Nail Holes Filled = Yes, Ultra Coat Color = White, Pine Interior
 Sash-Panel Color = Green, Sash-Panel Clad Finish = AAMA 2604
 Dual Insulated, Low-E, Standard Bead, Argon Gas = Yes, Spacer Channel = Standard Warm Edge Spacer
 Hardware = Applied, Standard Hardware Type, White, Jamb Liner Type = Concealed, Lock-Keepers = 2-Locks, Window Opening Control Device = No
 Screen Option = Full Screen Applied, Green, AAMA 2604, Fiberglass Mesh
 Flat Grille In Air, Equal, 5/8", Two Tone Color = Yes, Grille Color Viewed from Interior = White, Grille Color Viewed from Exterior = Green, 3W3H
 Vinyl Nail Fin, No Drip Cap
 4-9/16"
 U-Factor = 0.3, SHGC = 0.25, CR = 59, VT = 0.44, CPD = SIE-N-111-00352-00001, Energy Star Region = NC,SC,S
 Non-Manufacturer Related =
 Unit 1: Glass Width = 28.78125, Glass Height = 38.8125, Lower Glass Sash Width = 31.15625, Lower Glass Sash Height = 42.71875, Upper Glass Sash Width = 31.15625, Upper Glass Sash Height = 41.48438



Rough Opening: 35" X 86.75"
Overall Unit Size: 34.25" X 86.25"
Room Location: DAY ROOM

QUOTE #	PO #	QUOTE NAME	PROJECT	JOB NAME	BID BY
865595		PAINTED	BELVIDERE FIRE DEPT.		

LINE #	LINE TYPE	DESCRIPTION	QTY	U/M	NET PRICE	EXTENDED
700-1	WindowAndDoor	PK- 283	1	EA	\$114.48	\$114.48
<p>Aluminum Clad Wood Windows Double Hung Glass Only with Bead Bottom Only Operating 30.875 x 67 Custom: Frame Width = 30.875, Frame Height = 67, Sash Split = 50/50, Screen Width = 29.03125, Screen Height = 65.46875 Glass Only with Bead, Bottom Only Primed Interior, Pine Interior Dual Insulated, Low-E, Standard Bead, IGThickness = Common Air, Argon Gas = Yes, Spacer Channel = Standard Warm Edge Spacer Flat Grille In Air, Equal, 5/8", Two Tone Color = Yes, Grille Color Viewed from Interior = White, Grille Color Viewed from Exterior = Green, 3W2H Non-Manufacturer Related = Unit 1: Glass Width = 25.40625, Glass Height = 29.1875, Lower Glass Sash Width = 27.78125, Lower Glass Sash Height = 33.09375, Upper Glass Sash Width = 27.78125, Upper Glass Sash Height = 31.85938</p>						



Rough Opening: 31.625" X 67.5"
Overall Unit Size: 30.875" X 67"
Room Location: GLASS ONLY SLEEP ROOM

PROJECT	QUOTE
BELVIDERE FIRE DEPT.	PAINTED
Comments:	

SUB-TOTAL:	\$9,566.43
LABOR:	\$0.00
FREIGHT:	\$0.00
SALES TAX:	\$0.00
TOTAL:	\$9,566.43

COMPANY

Unless otherwise noted on the line item, this product is covered under a Sierra Pacific Windows limited warranty. Please see your dealer, the Websites (www.Hurd.com, www.supersealwindows.com) or our marketing literature for a copy of the applicable limited warranty for specific language, limitations and exclusions.

The pricing on this Quote is valid for 30 days and not intended to be used as a final Invoice. The Quote does not include charges for Shop Drawings.

Sierra Pacific offers a variety of wood species produced in combinations of solid and veneer-wrapped wood parts that have varying grain patterns. Wood characteristics also vary due to the species of the wood. The combination of these items could result in color variations of the finished stained products. Outswing Doors will have a complementary species of wood threshold.

RATINGS

Oversized units and certain mulled/stacked configurations have not been tested and therefore have no design pressure (DP) rating. Job-specific engineering analysis may be available for these non-rated units. Please contact your DST group to determine available options for non-tested product. A complete list of tested products is available at www.hurd.com.

The Transcend H3 products do not have a DP rating.

If units are being installed in an area requiring specific DP ratings, the unit must be installed in the exact manner tested, as shown in our certified installation details. These details can be found on the Florida Building Code website at www.floridabuilding.org or can be obtained by contacting Sierra Pacific's Architectural Services Department at 800-433-4873 ext. 3500.

Recent building code changes require the addition of limiting devices on any operating unit installed where the finished clear opening of the unit is within 24" of the floor and is more than 72" above the finished grade or other surface below the window. Please check with your local building department to determine if this code is a requirement in your jurisdiction and order units accordingly.

We Appreciate Your Business!

MIDWEST ROOFING SUPPLY
 600 BOYLSTON ST
 LOVES PARK, IL 61111
 815-877-6778
 815-877-7928 FAX



BILL TO:

SHIP TO:

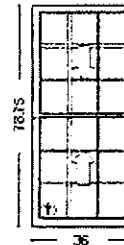
Phone
 Email

Phone
 Fax

QUOTE #	PO #	QUOTE NAME	PROJECT	JOB NAME	BID BY
865589		Unassigned	BELVIDERE FIRE DEPT.		

LINE #	LINE TYPE	DESCRIPTION	QTY	U/M	NET PRICE	EXTENDED
100-1	WindowAndDoor	PK-283	2	EA	\$912.24	\$1,824.48

H3 Aluminum Clad Insert Windows 2.0 Double Hung Operating 36 x 78.75
 Custom: Frame Width = 36, Frame Height = 78.75, Sash Split = 50/50, Screen Width = 33.6875,
 Screen Height = 76.6875
 Complete Unit, DP Rating = Standard
 Frame Color = Green, AAMA 2604, Primed Interior, Pine Interior, Frame Type = Insert, Visible
 Interior Vinyl Profile Color = Beige
 Sash-Panel Color = Green, Sash-Panel Clad Finish = AAMA 2604
 Unit 1 Lower: Dual Insulated, Low-E, Standard Bead, Standard Obscure, Tempered Glass = Yes,
 both lites, Argon Gas = Yes, Spacer Channel = Standard Warm Edge Spacer
 Unit 1 Upper: Dual Insulated, Low-E, Standard Bead, Argon Gas = Yes, Spacer Channel =
 Standard Warm Edge Spacer
 Hardware = Applied, Standard Hardware Type, White, Jamb Liner Type = Concealed,
 Lock-Keepers = 2-Locks, Window Opening Control Device = No
 Screen Option = Full Screen Applied, Green, AAMA 2604, Fiberglass Mesh
 Flat Grille In Air, Equal, 5/8", Green, 3W3H
 No Nail Fin
 5-1/8"
 U-Factor = 0.3, SHGC = 0.27, CR = 55, VT = 0.48, CPD = SIE-N-135-00149-00002, Energy Star
 Region = NC
 Trim Extender = 1 7/8", Extender Location = Sill Only
 Non-Manufacturer Related =
 Unit 1: Glass Width = 30.875, Glass Height = 36.4375, Sash Width = 32.625, Sash Height =
 38.4375

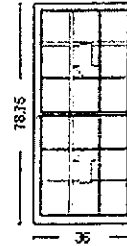


Rough Opening: 36.5" X 79.25"
Overall Unit Size: 36" X 78.75"
Room Location: WOMENS BATH

QUOTE #	PO #	QUOTE NAME	PROJECT	JOB NAME	BID BY
865589		Unassigned	BELVIDERE FIRE DEPT.		

LINE #	LINE TYPE	DESCRIPTION	QTY	U/M	NET PRICE	EXTENDED
200-1	WindowAndDoor	PK-283	2	EA	\$825.78	\$1,651.56

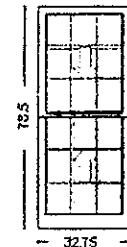
H3 Aluminum Clad Insert Windows 2.0 Double Hung Operating 36 x 78.75
 Custom: Frame Width = 36, Frame Height = 78.75, Sash Split = 50/50, Screen Width = 33.6875,
 Screen Height = 76.6875
 Complete Unit, DP Rating = Standard
 Frame Color = Green, AAMA 2604, Primed Interior, Pine Interior, Frame Type = Insert, Visible
 Interior Vinyl Profile Color = Beige
 Sash-Panel Color = Green, Sash-Panel Clad Finish = AAMA 2604
 Dual Insulated, Low-E, Standard Bead, Argon Gas = Yes, Spacer Channel = Standard Warm
 Edge Spacer
 Hardware = Applied, Standard Hardware Type, White, Jamb Liner Type = Concealed,
 Lock-Keepers = 2-Locks, Window Opening Control Device = No
 Screen Option = Full Screen Applied, Green, AAMA 2604, Fiberglass Mesh
 Flat Grille In Air, Equal, 5/8", Green, 3W3H
 No Nail Fin
 5-1/8"
 U-Factor = 0.3, SHGC = 0.27, CR = 55, VT = 0.48, CPD = SIE-N-135-00149-00002, Energy Star
 Region = NC
 Trim Extender = 1 7/8", Extender Location = Sill Only
 Non-Manufacturer Related =
 Unit 1: Glass Width = 30.875, Glass Height = 36.4375, Sash Width = 32.625, Sash Height =
 38.4375



Rough Opening: 36.5" X 79.25"
Overall Unit Size: 36" X 78.75"
Room Location: TRAINING ROOM

LINE #	LINE TYPE	DESCRIPTION	QTY	U/M	NET PRICE	EXTENDED
300-1	WindowAndDoor	PK-283	2	EA	\$832.52	\$1,665.05

Aluminum Clad Wood Windows Double Hung Operating 32.75 x 78.5
 Custom: Frame Width = 32.75, Frame Height = 78.5, Sash Split = 50/50, Screen Width =
 30.90625, Screen Height = 76.96875
 Complete Unit, DP Rating = Standard
 Frame Color = Green, AAMA 2604, Primed Interior, Pine Interior
 Sash-Panel Color = Green, Sash-Panel Clad Finish = AAMA 2604
 Dual Insulated, Low-E, Standard Bead, Argon Gas = Yes, Spacer Channel = Standard Warm
 Edge Spacer
 Hardware = Applied, Standard Hardware Type, White, Jamb Liner Type = Concealed,
 Lock-Keepers = 1-Lock, Window Opening Control Device = No
 Screen Option = Full Screen Applied, Green, AAMA 2604, Fiberglass Mesh
 Flat Grille In Air, Equal, 5/8", Two Tone Color = Yes, Grille Color Viewed from Interior =
 White, Grille Color Viewed from Exterior = Green, 3W3H
 Vinyl Nail Fin, No Drip Cap
 4-9/16"
 U-Factor = 0.3, SHGC = 0.25, CR = 59, VT = 0.44, CPD = SIE-N-111-00352-00001, Energy Star
 Region = NC,SC,S
 Non-Manufacturer Related =
 Unit 1: Glass Width = 27.28125, Glass Height = 34.9375, Lower Glass Sash Width = 29.65625,
 Lower Glass Sash Height = 38.84375, Upper Glass Sash Width = 29.65625, Upper Glass Sash
 Height = 37.60938

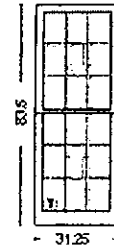


Rough Opening: 33.5" X 79"
Overall Unit Size: 32.75" X 78.5"
Room Location: TRAINING ROOM

QUOTE #	PO #	QUOTE NAME	PROJECT	JOB NAME	BID BY
865589		Unassigned	BELVIDERE FIRE DEPT.		

LINE #	LINE TYPE	DESCRIPTION	QTY	U/M	NET PRICE	EXTENDED
400-1	WindowAndDoor	PK-283	1	EA	\$902.31	\$902.31

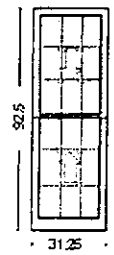
Aluminum Clad Wood Windows Double Hung Operating 31.25 x 83.5
 Custom: Frame Width = 31.25, Frame Height = 83.5, Sash Split = 50/50, Screen Width = 29.40625, Screen Height = 81.96875
 Complete Unit, DP Rating = Standard
 Frame Color = Green, AAMA 2604, Primed Interior, Pine Interior
 Sash-Panel Color = Green, Sash-Panel Clad Finish = AAMA 2604
 Unit 1 Lower: Dual Insulated, Low-E, Standard Bead, Tempered Glass = Yes, both lites, Argon Gas = Yes, Spacer Channel = Standard Warm Edge Spacer
 Unit 1 Upper: Dual Insulated, Low-E, Standard Bead, Argon Gas = Yes, Spacer Channel = Standard Warm Edge Spacer
 Hardware = Applied, Standard Hardware Type, White, Jamb Liner Type = Concealed,
 Lock-Keepers = 1-Lock, Window Opening Control Device = No
 Screen Option = Full Screen Applied, Green, AAMA 2604, Fiberglass Mesh
 Flat Grille In Air, Equal, 5/8", Two Tone Color = Yes, Grille Color Viewed from Interior = White, Grille Color Viewed from Exterior = Green, 3W3H
 Vinyl Nail Fin, No Drip Cap
 4-9/16"
 U-Factor = 0.3, SHGC = 0.27, CR = 59, VT = 0.45, CPD = SIE-N-111-00376-00001, Energy Star Region = NC
 Non-Manufacturer Related =
 Unit 1: Glass Width = 25.78125, Glass Height = 37.4375, Lower Glass Sash Width = 28.15625, Lower Glass Sash Height = 41.34375, Upper Glass Sash Width = 28.15625, Upper Glass Sash Height = 40.10938



Rough Opening: 32" X 84"
Overall Unit Size: 31.25" X 83.5"
Room Location: AB BATHROOM

LINE #	LINE TYPE	DESCRIPTION	QTY	U/M	NET PRICE	EXTENDED
500-1	WindowAndDoor	PK-283	1	EA	\$905.95	\$905.95

Aluminum Clad Wood Windows Double Hung Operating 31.25 x 92.5
 Custom: Frame Width = 31.25, Frame Height = 92.5, Sash Split = 50/50, Screen Width = 29.40625, Screen Height = 90.96875
 Complete Unit, DP Rating = Standard
 Frame Color = Green, AAMA 2604, Primed Interior, Pine Interior
 Sash-Panel Color = Green, Sash-Panel Clad Finish = AAMA 2604
 Dual Insulated, Low-E, Standard Bead, Argon Gas = Yes, Spacer Channel = Standard Warm Edge Spacer
 Hardware = Applied, Standard Hardware Type, White, Jamb Liner Type = Concealed,
 Lock-Keepers = 1-Lock, Window Opening Control Device = No
 Screen Option = Full Screen Applied, Green, AAMA 2604, Fiberglass Mesh
 Flat Grille In Air, Equal, 5/8", Two Tone Color = Yes, Grille Color Viewed from Interior = White, Grille Color Viewed from Exterior = Green, 3W3H
 Vinyl Nail Fin, No Drip Cap
 4-9/16"
 U-Factor = 0.3, SHGC = 0.25, CR = 59, VT = 0.44, CPD = SIE-N-111-00352-00001, Energy Star Region = NC,SC,S
 Non-Manufacturer Related =
 Unit 1: Glass Width = 25.78125, Glass Height = 41.9375, Lower Glass Sash Width = 28.15625, Lower Glass Sash Height = 45.84375, Upper Glass Sash Width = 28.15625, Upper Glass Sash Height = 44.60938



Rough Opening: 32" X 93"
Overall Unit Size: 31.25" X 92.5"
Room Location: AB ROOM

QUOTE #	PO #	QUOTE NAME	PROJECT	JOB NAME	BID BY
865589		Unassigned	BELVIDERE FIRE DEPT.		

LINE #	LINE TYPE	DESCRIPTION	QTY	U/M	NET PRICE	EXTENDED
600-1	WindowAndDoor	PK-283	2	EA	\$892.32	\$1,784.64

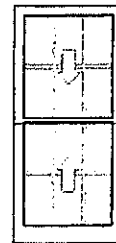
Aluminum Clad Wood Windows Double Hung Operating 34.25 x 86.25
 Custom: Frame Width = 34.25, Frame Height = 86.25, Sash Split = 50/50, Screen Width = 32.40625, Screen Height = 84.71875
 Complete Unit, DP Rating = Standard
 Frame Color = Green, AAMA 2604, Primed Interior, Pine Interior
 Sash-Panel Color = Green, Sash-Panel Clad Finish = AAMA 2604
 Dual Insulated, Low-E, Standard Bead, Argon Gas = Yes, Spacer Channel = Standard Warm Edge Spacer
 Hardware = Applied, Standard Hardware Type, White, Jamb Liner Type = Concealed,
 Lock-Keepers = 2-Locks, Window Opening Control Device = No
 Screen Option = Full Screen Applied, Green, AAMA 2604, Fiberglass Mesh
 Flat Grille In Air, Equal, 5/8", Two Tone Color = Yes, Grille Color Viewed from Interior = White, Grille Color Viewed from Exterior = Green, 3W3H
 Vinyl Nail Fin, No Drip Cap
 4-9/16"
 U-Factor = 0.3, SHGC = 0.25, CR = 59, VT = 0.44, CPD = SIE-N-111-00352-00001, Energy Star
 Region = NC,SC,S
 Non-Manufacturer Related =
 Unit 1: Glass Width = 28.78125, Glass Height = 38.8125, Lower Glass Sash Width = 31.15625, Lower Glass Sash Height = 42.71875, Upper Glass Sash Width = 31.15625, Upper Glass Sash Height = 41.48438



Rough Opening: 35" X 86.75"
 Overall Unit Size: 34.25" X 86.25"
 Room Location: DAY ROOM

LINE #	LINE TYPE	DESCRIPTION	QTY	U/M	NET PRICE	EXTENDED
700-1	WindowAndDoor	PK-283	1	EA	\$114.48	\$114.48

Aluminum Clad Wood Windows Double Hung Glass Only with Bead Bottom Only Operating 30.875 x 67
 Custom: Frame Width = 30.875, Frame Height = 67, Sash Split = 50/50, Screen Width = 29.03125, Screen Height = 65.46875
 Glass Only with Bead, Bottom Only
 Primed Interior, Pine Interior
 Dual Insulated, Low-E, Standard Bead, IGThickness = Common Air, Argon Gas = Yes, Spacer Channel = Standard Warm Edge Spacer
 Flat Grille In Air, Equal, 5/8", Two Tone Color = Yes, Grille Color Viewed from Interior = White, Grille Color Viewed from Exterior = Green, 3W2H
 Non-Manufacturer Related =
 Unit 1: Glass Width = 25.40625, Glass Height = 29.1875, Lower Glass Sash Width = 27.78125, Lower Glass Sash Height = 33.09375, Upper Glass Sash Width = 27.78125, Upper Glass Sash Height = 31.85938



Rough Opening: 31.625" X 67.5"
 Overall Unit Size: 30.875" X 67"
 Room Location: None Assigned

QUOTE #	PO #	QUOTE NAME	PROJECT	JOB NAME	BID BY
865589		Unassigned	BELVIDERE FIRE DEPT.		

PROJECT	QUOTE
BELVIDERE FIRE DEPT.	Unassigned
Comments:	

SUB-TOTAL:	\$8,848.47
LABOR:	\$0.00
FREIGHT:	\$0.00
SALES TAX:	\$0.00
TOTAL:	\$8,848.47

COMPANY

Unless otherwise noted on the line item, this product is covered under a Sierra Pacific Windows limited warranty. Please see your dealer, the Websites (www.Hurd.com, www.supersealwindows.com) or our marketing literature for a copy of the applicable limited warranty for specific language, limitations and exclusions.

The pricing on this Quote is valid for 30 days and not intended to be used as a final Invoice. The Quote does not include charges for Shop Drawings.

Sierra Pacific offers a variety of wood species produced in combinations of solid and veneer-wrapped wood parts that have varying grain patterns. Wood characteristics also vary due to the species of the wood. The combination of these items could result in color variations of the finished stained products. Outswing Doors will have a complementary species of wood threshold.

RATINGS

Oversized units and certain mulled/stacked configurations have not been tested and therefore have no design pressure (DP) rating. Job-specific engineering analysis may be available for these non-rated units. Please contact your DST group to determine available options for non-tested product. A complete list of tested products is available at www.hurd.com.

The Transcend H3 products do not have a DP rating.

If units are being installed in an area requiring specific DP ratings, the unit must be installed in the exact manner tested, as shown in our certified installation details. These details can be found on the Florida Building Code website at www.floridabuilding.org or can be obtained by contacting Sierra Pacific's Architectural Services Department at 800-433-4873 ext. 3500.

Recent building code changes require the addition of limiting devices on any operating unit installed where the finished clear opening of the unit is within 24" of the floor and is more than 72" above the finished grade or other surface below the window. Please check with your local building department to determine if this code is a requirement in your jurisdiction and order units accordingly.

We Appreciate Your Business!