



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Aldersperson Natalie Mulhall	Chairman Building
Aldersperson Sandra Gramkowski	Vice-Chairman Building
Aldersperson Wendy Frank	Chairman Finance and Personnel
Aldersperson Ric Brereton	Vice-Chairman Finance and Personnel
Aldersperson Mike McGee	Chairman Planning & Zoning
Aldersperson Tom Porter	Vice-Chairman Planning & Zoning
Aldersperson Matthew Fleury	Chairman Public Safety
Aldersperson John Albertini	Vice-Chairman Public Safety
Aldersperson Daniel Snow	Chairman Public Works
Aldersperson Marsha Freeman	Vice-Chairman Public Works

AGENDA

August 14, 2023
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 & Zoning Department – Update.
- C. Special Use Extension 2061-2115 North State Street.

3. Public Works, Unfinished Business: None.

4. Public Works, New Business:

- A. Public Works – Update.
- B. Watershed Workshops.
- C. Intersection Review – 8th Ave & W. 5th Street.
- D. Intersection Review – Willow Street & Beacon Drive.
- E. Biennial Bridge Inspections.
- F. Well #11 Drilling – Engineering Services Amendment.
- G. Allocation of ARPA Funds.

5. Other:

- A. Police – Donation to the Belvidere Police Dept. from Paul & Dorothy Hale.
- B. Fire – Replacement of concrete approach at Fire Station 1 and Fire Station2.
- C. Amendment of Section 74-221, Fireworks, of the City Code.

6. Adjournment:

MEMO

DATE: July 25, 2023
TO: Mayor and Members of the City Council
FROM: Gina DelRose, Community Development Planner
SUBJECT: Special Use Extension Request for Case: 2021-23; Zepeda, 2061-2115 North State Street

Miquel Zepeda, applicant and property owner, is requesting a one-year extension for Case 2021-13. The special use to allow for a multi-tenant building with a drive-through lane and indoor commercial entertainment land uses was approved on September 7, 2021 per Ordinance 545H. A previous one-year extension was requested and granted on September 19, 2022.

Due to delays outside Mr. Zepeda's control regarding professional services, the project has not begun yet. Mr. Zepeda still intends on moving forward with the project once professional services are secured and therefore is requesting an additional one-year extension.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 8/9/2023
Re: Watershed Workshops

The Purdue University Extension and University of Illinois Extension are developing a new pilot program regarding local water resources. The program is "Watershed Stewardship for Leaders" and will consist of a series of four workshops that will run from 11:00 AM to 1:30 PM in a working lunch format with lunch provided. The planned dates for the workshops are Thursday, November 2, 2023, Thursday, December 7, 2023, Thursday January 11, 2024 and February 1, 2024.

Each session will be led by a team of resource professionals with watershed experience and will answer where the local water supply draws from, how it is replenished, and the challenges to the quality and abundance of our water. The program will also cover the relationship of our water supply to the Kishwaukee River and its tributaries.

This program is looking for volunteers to participate from local decision makers in Boone and Winnebago counties.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 8/9/2023
Re: Intersection Review – 8th Ave & W 5th Street

After review of the above intersection, I would offer the following:

Current Status:

This intersection is unmarked.

Traffic Volume:

Based on IDOT's current Traffic Volume Map, 8th Ave and W 5th Street have an ADT of 200 or less.

Accident History:

Police Department records indicate six accidents at this intersection in the last five years.

Pedestrian Activity:

This intersection is located in a residential neighborhood with typical pedestrian activity.

Site Distance:

No site distance limitations noted.

Conclusion:

Based on the above information and IDOT's "Manual on Uniform Traffic Control Devices", I would recommend that traffic on W 5th Street stop to traffic on 8th Ave.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 8/9/2023
Re: Intersection Review – Willow Street & Beacon Drive

After review of the above intersection, I would offer the following:

Current Status:

This intersection is unmarked.

Traffic Volume:

Based on IDOT's current Traffic Volume Map, Willow Street and Beacon Drive have an ADT of 200 or less.

Accident History:

Police Department records indicate no accidents at this intersection in the last five years.

Pedestrian Activity:

This intersection is located in a residential neighborhood with typical pedestrian activity.

Site Distance:

No site distance limitations noted.

Conclusion:

Based on the above information and IDOT's "Manual on Uniform Traffic Control Devices", no changes are needed at this intersection at this time. If the council considers regulating this intersection, I would recommend that traffic on Willow Street yield to traffic on Beacon Drive.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 8/9/2023
Re: Biennial Bridge Inspections

Our NBIS biennial bridge inspections are due in 2023. The inspections will be completed by Hampton, Lenzini & Renwick, our IDOT approved bridge manager. The inspections will include the following structures:

State Street	(SN 004-0019)
Newburg Road	(SN 004-3013)
Squaw Prairie Road	(SN 004-3039)
Main Street	(SN 004-7002)
Appleton Road, South	(SN 004-7003)
Appleton Road, North	(SN 004-7004)

The cost of the inspections is on a time and material basis, not-to-exceed \$13,500.00. This work will be paid for from Line Item #01-5-360-6140 Engineering Services.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 8/9/2023
Re: Well #11 Drilling – Engineering Services Amendment

Based on the extended time for IEPA review and separating our Well #11 project into two phases by the IEPA our engineer for this project, Strand Associates is requesting an amendment to the Engineering Services Agreement for the Well #11 project.

The amendment includes extending the completion date from December 30, 2022 to August 30, 2024 and a cost increase of \$8,550.00 to cover the extended period of time and the additional administration of two loan documents instead of one.

I would recommend approval of Amendment #1 to the Engineering Services Agreement with Strand Associates for Well #11, in the amount not-to-exceed \$8,550.00. This work will be paid for from the Water Plant Depreciation Fund.



Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

July 17, 2023

City of Belvidere
401 Whitney Boulevard
Belvidere, IL 61008

Attention: Mr. Brent Anderson, Director of Public Works

Re: Amendment No. 1 to the April 4, 2022, Agreement for Design Services, Bidding-Related Services, and Construction-Related Services
Well No. 11 Well Drilling

This is Amendment No. 1 to the referenced Agreement.

Under **Scope of Services**, Design Services ADD the following:

“6. Assist OWNER with preparing and submitting the Illinois Environmental Protection Agency (IEPA) Public Water Supply Loan application. This additional scope is needed based on IEPA splitting the Well No. 11 Drilling and Facility into two separate loans.”

Under **Compensation**, CHANGE \$26,300 to “\$34,850. The change in Compensation reflects additional Services associated with IEPA loan assistance and change in Schedule.”

Under **Schedule**, CHANGE December 30, 2022, to “August 30, 2024. The change in Schedule is needed to accommodate IEPA review time for planning documents and loan application materials.”

After **Terms and Conditions**, ADD the following:

“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.

City of Belvidere
Page 2
July 17, 2023

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).

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 Amendment.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF BELVIDERE

Joseph M. Bunker
Corporate Secretary

Date

Clinton Morris
Mayor

Date



MEMORANDUM

To: City Council

cc: Mayor Clinton Morris

From: Shannon Hansen, Budget & Finance Officer *sh*

Date: August 10, 2023

Re: American Rescue Plan Act Funds

As you know, last fall the City of Belvidere received \$1,710,788 in American Rescue Plan Act, or ARPA, funds which was the second of two identical payments with the first being received in the previous fiscal year. The City has until the end of calendar year 2024 to use the entire \$3.4 million. To date, with Council's approval, funds have been used or earmarked for the following eligible projects:

1. Southwest Tower Rehabilitation	\$ 600,000.00
2. Primary Clarifier Upgrades	\$ 700,000.00
3. Purchase of a 2022 Pierce Saber Pumper	<u>\$ 245,465.26</u>
	\$1,545,465.26

The Southwest Tower Rehabilitation project is complete, as is the purchase of the fire engine, with only the Primary Clarifier Upgrades still in progress. This project is part of the current fiscal year's capital plan, and the cost to complete the remainder of the project is \$816,000.

Therefore, I recommend approving the use of \$816,000 of ARPA funds in FY 24 for construction costs related to the Primary Clarifier Upgrades.

Thank you.



BELVIDERE
POLICE

Matthew Wallace
Deputy Chief—Investigations

Shane Woody
Chief of Police

Daniel Smaha
Deputy Chief—Patrol

615 N. Main Street - Belvidere, IL 61008 - Phone: 815-544-9626 - Fax: 815-544-9603 - www.ci.belvidere.il.us

TO: MAYOR MORRIS AND CITY COUNCIL

FROM: CHIEF SHANE WOODY

DATE: AUGUST 9, 2023

RE: MOTION TO ACCEPT DONATION

Please be advised that the Belvidere Police Department has received a donation from Paul and Dorothy Hale in the amount of \$100.00.

Motion: To accept the donation of \$100.00, check #4566 from Paul and Dorothy Hale, to be used for the Qualification Banquet this October.

SW/sd



**BELVIDERE
FIRE
DEPARTMENT**

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

From the Office of the Fire Chief

(815)544-2242

Fax (815)544-2278

Memorandum

From:	Chief Schadle	Today's Date:	08/14/2023
To:	Mayor and Council	Subject:	Station 1 and 2 Concrete

Dear Mayor and Council,

The concrete approach in front of Station 1 and Station 2 are deteriorated and in need of replacement. For a number of years, we have had the concrete repaired and holes filled to increase the longevity and push out the expense of replacement.

Additionally, in 2022 we requested that OSHA perform a voluntary site visit to ensure we are meeting all of their obligations for creating a safe workplace. OSHA pointed out the condition of the concrete stating that any walking areas with greater than a half-inch differential height are a trip hazard. The condition of the concrete and floor drains present a safety issue.

Due to the above, we have budgeted in the FY24 Capital Expense \$87,430 to replace the Station 2 approach concrete, and repair the floor drain.

In order to spread out the costs we budgeted for FY25 \$56,322 for the Station 1 approach concrete, and Station 2 floor resurface.

The estimates above used for budgeting were provided by BelRock.

Fortunately, we have received more favorable bids than anticipated from other contractors and can complete all the needed concrete and repair work at Station 1 and Station 2 now for \$84,569.50.

Attached you will find a summary of the bids, the actual bids, and pictures of the damaged concrete.

Therefore, I request the following motions:

Motion to accept from Aldos Inc estimate number 1015 for \$40,933.00 to replace the concrete approach at Station 2 and repair the Station 2 drains.

Motion to accept from Aldos Inc estimate number 1020 for \$25,636.50 to replace the concrete approach at Station 1.

Motion to accept from Lifestyle-Garage contract No. 7774 for \$18,000 to resurface the Station 2 apparatus bay floor.

Respectfully Submitted,

Chief Shawn Schadle

Summary of Bids		
Station 2 Apron		
	Aldos	\$33,584
	Belrock	\$55,715
	Chadwick	\$65,720
	N-TRAK	\$50,600
	Randy Baier	\$42,750
	Stenstrom	\$32,075
Station 2 Drain		
	Aldos	\$7,349
	BelRock	\$31,715
	Randy Baier	\$23,100
Station 1 Apron		
	Aldos	\$25,637
	BelRock	\$44,322
	N-TRAK	\$39,000
	Randy Baier	\$38,050
Station 2 Re-surface		
	Lifestyle Garage	\$18,000
	TSR	\$29,280
Summary of Motions		
Motion 1: Station 2 Concrete and Drain	Aldo	\$40,933
Motion 2: Station 1	Aldo	\$25,637
Motion 3: Station 2 Re-surface	Lifestyle Garage	\$18,000
Total of all Motions		\$84,570

ESTIMATE

Aldos Inc
4840 Raymond Dr
Belvidere, IL 61008

aldosconcrete@yahoo.com

sschadle

Bill to
sschadle
123 State St Belvidere

Estimate details

Estimate no.: 1020
Estimate date: 08/08/2023

Product or service	Amount
1. 123 state st driveway way and side walk Remove old concrete and replace with new concrete 6 bags with fiver 10x30x8 inch thick sidewalk 7.8x30x8inch thick aproch 30x17.8x51.4x8 inch thick rebar 16 inch on center \$25636.50	1 unit x \$25,636.50 \$25,636.50
Total	\$25,636.50

Note to customer

Thank you for your business.



5095 Irene Rd. Belvidere, IL. 61008

815-547-5061

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• Residential / Commercial Asphalt Paving • Sealcoating • Snow Removal

• Asphalt Construction & Maintenance • Demolition • Concrete

Date: Tuesday, December 6, 2022

Proposal # 2022-3630

Submitted To:
 Dan Drall
 City of Belvidere - Fire Dept.
 401 Whitney Blvd.
 Belvidere, IL 61008
Contact Information:
 Phone: (815) 262-7711
 Mobile: (815) 262-7711
 E-mail: ddrall@belviderefire.com

Site Description: # S137882
 Fire Station 2-Concrete
 353 E. 6th St.
 Belvidere, IL 61008

 Site Contact:
 Site Phone:
 Site Email:

Prepared By:
 Perry Michaud
Contact Information:
 Mobile: (815) 519-0924
 Office: (815) 547-5061
 E-mail: perry@belrockinc.com
Project Manager:
 Mobile:
 Email:

Qty	Proposed Service(s) & Description(s)	Depth
60 Lr. Ft.	Concrete Flat Work-Install (2) 8" Cast Iron Trench Drains	8"

Service Description

Saw cut existing concrete 2' on each side of existing trench drain. Install concrete per scope with new trench drain. Use existing drain pipe. Pour 4,000 psi concrete. Install expansion joint as needed. Apply a brush finish to concrete. If additional aggregate base is required to achieve sub grade an additional charge of \$14.00 per ton. Core out of existing aggregate base course is excluded. If undercutting is required, it will be done at the additional cost of \$65/c.y. Repairs to any unmarked lines (irrigation, site electrical, etc.) are excluded. Permit fees and testing and/or construction inspection fees are excluded. BelRock is not responsible for any damages to bushes or plants while removing and replacing concrete. Backfilling of concrete is not included.



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815-547-5061

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• Asphalt Construction & Maintenance • Demolition • Concrete

PAYMENT TERMS 50% Down, Balance Upon Completion

VALIDITY DAYS 15

Project Total \$31,715.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Refer to warranty for all maintenance & warrant issues. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Balance of payment for work is expected in-full immediately upon completion of work unless otherwise agreed in advance. In the event of the failure to make payments of any sums due or owing, the undersigned agrees to pay all collection costs incurred as a result of such, including reasonable attorney fees and court costs and does further agree to pay interest on all sums due in the amount of 2% per month, 24% per annum on any outstanding balance. Any action filed by either party regarding the terms and provisions of this Agreement shall be filed in the Seventeenth Judicial Circuit, County of Boone and the State of Illinois.

If the contractor fails to commence or complete work within the contracted time period, the homeowner may cancel and may be entitled to a refund of any down payment or other payments made towards the work upon written demand by certified mail. However, the homeowner must pay the contractor for the work completed.

BelRock Asphalt Paving, Inc. cannot be responsible for damage done to existing asphalt or concrete if job requires equipment to travel over these areas.

Original Copy must be MAILED IN.

By Signing this Proposal I acknowledge:

1.) Acceptance of Proposal 2022-3630- The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

Please make checks payable to: BelRock Asphalt Paving Inc. Pavement Consultant Perry Michaud

2.) I, the owner, have received from BelRock Asphalt Paving Inc. a copy of the pamphlet entitled "Home Repair: Know Your Consumer Rights." I have also read and understand the attachment "How to Care for Your New Asphalt/Concrete Pavement."

Accepted Authorized Signature

Date

If proposal not accepted within validity days, then you may be subject to a price increase.



5095 Irene Rd. Belvidere, IL. 61008
815-547-5061
 belrockinc.com



- Residential / Commercial Asphalt Paving
- Sealcoating
- Snow Removal
- Asphalt Construction & Maintenance
- Demolition
- Concrete

Date: Tuesday, December 6, 2022

Proposal # 2022-3622

Submitted To:
 Dan Drall
 City of Belvidere - Fire Dept.
 401 Whitney Blvd.
 Belvidere, IL 61008
Contact Information:
 Phone: (815) 262-7711
 Mobile: (815) 262-7711
 E-mail: ddrall@belviderefire.com

Site Description: # S137875
 Fire Station 2-Concrete Apron & Drain
 353 E. 6th St.
 Belvidere, IL 61008

Site Contact:
 Site Phone:
 Site Email:

Prepared By:
 Perry Michaud
Contact Information:
 Mobile: (815) 519-0924
 Office: (815) 547-5061
 E-mail: perry@belrockinc.com
Project Manager:
 Mobile:
 Email:

Qty	Proposed Service(s) & Description(s)	Depth
2200 Sq. Ft.	Concrete Flat Work-Apron	10"

Service Description

Install concrete per scope. Add proper base stone and compact. Pour 4,000 psi concrete. Install expansion joint as needed. Apply a brush finish to concrete. If additional aggregate base is required to achieve sub grade an additional charge of \$14.00 per ton. Core out of existing aggregate base course is excluded. If undercutting is required, it will be done at the additional cost of \$65/c.y. Repairs to any unmarked lines (irrigation, site electrical, etc.) are excluded. Permit fees and testing and/or construction inspection fees are excluded. BelRock is not responsible for any damages to bushes or plants while removing and replacing concrete. Backfilling of concrete is not included.



5095 Irene Rd. Belvidere, IL. 61008
815-547-5061
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• Residential / Commercial Asphalt Paving • Sealcoating • Snow Removal

• Asphalt Construction & Maintenance • Demolition • Concrete

PAYMENT TERMS 50% Down, Balance Upon Completion
VALIDITY DAYS 15

Project Total \$55,715.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Refer to warranty for all maintenance & warrant issues. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Balance of payment for work is expected in-full immediately upon completion of work unless otherwise agreed in advance. In the event of the failure to make payments of any sums due or owing, the undersigned agrees to pay all collection costs incurred as a result of such, including reasonable attorney fees and court costs and does further agree to pay interest on all sums due in the amount of 2% per month, 24% per annum on any outstanding balance. Any action filed by either party regarding the terms and provisions of this Agreement shall be filed in the Seventeenth Judicial Circuit, County of Boone and the State of Illinois.

If the contractor fails to commence or complete work within the contracted time period, the homeowner may cancel and may be entitled to a refund of any down payment or other payments made towards the work upon written demand by certified mail. However, the homeowner must pay the contractor for the work completed. BelRock Asphalt Paving, Inc. cannot be responsible for damage done to existing asphalt or concrete if job requires equipment to travel over these areas.

By Signing this Proposal I acknowledge:

1.) Acceptance of Proposal 2022-3622- The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

2.) I, the owner, have received from BelRock Asphalt Paving Inc. a copy of the pamphlet entitled "Home Repair: Know Your Consumer Rights." I have also read and understand the attachment "How to Care for Your New Asphalt/Concrete Pavement."

Original Copy must be **MAILED IN.**

Please make checks payable to: **BelRock Asphalt Paving Inc.**
Pavement Consultant **Perry Michaud**

Accepted Authorized Signature

Date

If proposal not accepted within validity days, then you may be subject to a price increase.



5095 Irene Rd. Belvidere, IL. 61008
815-547-5061
 belrockinc.com



• Residential / Commercial Asphalt Paving • Sealcoating • Snow Removal

• Asphalt Construction & Maintenance • Demolition • Concrete

Date: Tuesday, December 6, 2022

Proposal # 2022-3621

Submitted To:
 Dan Drall
 City of Belvidere - Fire Dept.
 401 Whitney Blvd.
 Belvidere, IL 61008
Contact Information:
 Phone: (815) 262-7711
 Mobile: (815) 262-7711
 E-mail: ddrall@belviderefire.com

Site Description: # S137874
 Fire Station 1-Concrete Apron
 123 S. State St.
 Belvidere, IL 61008

Site Contact:
 Site Phone:
 Site Email:

Prepared By:
 Perry Michaud
Contact Information:
 Mobile: (815) 519-0924
 Office: (815) 547-5061
 E-mail: perry@belrockinc.com
Project Manager:
 Mobile:
 Email:

Qty	Proposed Service(s) & Description(s)	Depth
1500 Sq. Ft.	Concrete Flat Work-Apron	10"

Service Description

Install concrete per scope. Add proper base stone and compact. Pour 4,000 psi concrete. Install expansion joint as needed. Apply a brush finish to concrete. If additional aggregate base is required to achieve sub grade an additional charge of \$14.00 per ton. Core out of existing aggregate base course is excluded. If undercutting is required, it will be done at the additional cost of \$65/c.y. Repairs to any unmarked lines (irrigation, site electrical, etc.) are excluded. Permit fees and testing and/or construction inspection fees are excluded. BelRock is not responsible for any damages to bushes or plants while removing and replacing concrete. Backfilling of concrete is not included.



5095 Irene Rd. Belvidere, IL. 61008
815-547-5061
 belrockinc.com



• Residential / Commercial Asphalt Paving • Sealcoating • Snow Removal

• Asphalt Construction & Maintenance • Demolition • Concrete

PAYMENT TERMS 50% Down, Balance Upon Completion
VALIDITY DAYS 15

Project Total **\$44,322.00**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Refer to warranty for all maintenance & warrant issues. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Balance of payment for work is expected in-full immediately upon completion of work unless otherwise agreed in advance. In the event of the failure to make payments of any sums due or owing, the undersigned agrees to pay all collection costs incurred as a result of such, including reasonable attorney fees and court costs and docs further agree to pay interest on all sums due in the amount of 2% per month, 24% per annum on any outstanding balance. Any action filed by either party regarding the terms and provisions of this Agreement shall be filed in the Seventeenth Judicial Circuit, County of Boone and the State of Illinois.

If the contractor fails to commence or complete work within the contracted time period, the homeowner may cancel and may be entitled to a refund of any down payment or other payments made towards the work upon written demand by certified mail. However, the homeowner must pay the contractor for the work completed. BelRock Asphalt Paving, Inc. cannot be responsible for damage done to existing asphalt or concrete if job requires equipment to travel over these areas.

By Signing this Proposal I acknowledge:

1.) Acceptance of Proposal 2022-3621- The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

2.) I, the owner, have received from BelRock Asphalt Paving Inc. a copy of the pamphlet entitled "Home Repair: Know Your Consumer Rights." I have also read and understand the attachment "How to Care for Your New Asphalt/Concrete Pavement."

Original Copy must be MAILED IN.

**Please make checks payable to: BelRock Asphalt Paving Inc.
 Pavement Consultant Perry Michaud**

Accepted Authorized Signature

Date

If proposal not accepted within validity days, then you may be subject to a price increase.



SITE PROPOSAL
July 7, 2023
For the following Project:

Project: **Belvidere Fire Station #2**
353 6th Street
Belvidere IL. 61008

Plans: Site visit

Pursuant to our review of the information indicated above, Chadwick Contracting Company submits our Proposal to furnish labor, materials and equipment to install the site work items and appurtenant construction on the above captioned project, described as follows:

BASE BID ITEMS:

- 1,614 SqFt PCC Driveway Removal and Replacement, 8" thick, PCC removal and disposed of properly, reinforced with #4 - 12" o.c.e.w., normal ready-mix color, standard broom finish, furnish & install expansion & contraction joints.
- 1,305 SqFt PCC Apron Removal and Replacement, 8" thick, PCC removal and disposed of properly, reinforced with #4 - 12" o.c.e.w., normal ready-mix color, standard broom finish, furnish & install expansion & contraction joints.
- 234 SqFt PCC Sidewalk Removal and Replacement, 8" thick, PCC removal and disposed of properly, reinforced with #4 - 12" o.c.e.w., normal ready-mix color, standard broom finish, furnish & install expansion & contraction joints.

Proposed Cost of Concrete Base Bid Items Indicated: \$65,720.00

PROPOSAL NOTES, CONDITIONS, CLARIFICATIONS and EXCLUSIONS:

1. Supply of aggregate material required for the concrete scope is included.
2. Pricing is good thru 10/31/23.
3. All costs of any restoration or landscaping required are excluded from the prices.
4. All saw cutting prior to removal, removal of all existing sidewalks and pavements are included.
5. Construction staking and layout are excluded.
6. Additional cost of sales tax on materials is **excluded** in the prices provided.
7. A maximum of one (1) mobilization for concrete is included in our base bid price to construct all work indicated.
8. Ready mix concrete to be an approved, air entrained design attaining **3500 at 14 days**, unless noted otherwise.
9. Bid is based on pouring concrete directly from the ready-mix trucks. Access to be provided by others.
10. All City, County and State permits and licenses are excluded and shall be obtained by others.
11. All As built drawings, material testing, inspections, roll testing, quality control and quality assurance are excluded and shall be provided by others.
12. All costs of furnishing and providing all traffic control, barricades, arrow boards, and advanced warning signs are excluded.
13. **Hot/cold weather concrete additives, winter protection costs, winter service costs and any protective coat applications are excluded.**
14. All additional costs of sealing expansion and contraction joints are excluded from the prices unless specifically indicated.
15. Price excludes all structural concrete, trash enclosure foundation, retaining walls, frost walls, piers, sign foundations and light pole foundations.
16. All cost of concrete wash out facilities are included.
17. Chadwick Contracting is a licensed City of Chicago contractor.
18. Chadwick Contracting is a union contractor.

Should you have questions or comments regarding this proposal, or any other matter, please contact this office at your convenience.

Respectfully Submitted,

Chadwick Contracting Company
Lloyd Bergquist
(847)854-0044 x-18
lloyd@chadwickcontracting.com

Bid Proposal



N-TRAK Group

1523 Windsor Rd

Loves Park, IL 61111

Contact: Josh Oman

Phone: (815) 282-3000

Fax: (815) 282-3003

Quote To: Lieutenant Dan Drall
City of Belvidere Fire Department

Job Name: Remove and Replace Concrete
at Fire Stations 1 and 2

Date of Plans:

Quote #:

Revision Date:

Phone:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	FIRE STATION #1	1,500.00	SF	26.00	39,000.00
20	FIRE STATION #2	2,200.00	SF	23.00	50,600.00
GRAND TOTAL					89,600.00

NOTES:

NOTE:

Insurance provided upon request.

Construction Layout, Staking, and Hubs are included in this proposal.

Quantities are approximate and to be used for estimating purposes only.

Contractor shall complete the job within a reasonable time, but shall not be liable for delays beyond the control of the contractor.

Any changes or deviations from the plans and specifications will require a change order. N-TRAK shall be provided with both a written narrative and supporting drawing(s) outlining the requested change. Written authorization must be provided to N-TRAK prior to commencement of the change order work.

Contractor makes no provision for utility relocation in this proposal. Any required gas/electric disconnects by owner.

This proposal is good for 30 days.

Work is to be completed before July 2023 due to concrete price increases.

Activities are estimated as a package and are not to be split.

Abatement, permits, and bonds are not included.

Remove and replace concrete approaches and curb at Fire Station 1 and 2.

Remove and replace unsuitable subgrade will be an extra and will cost \$60 a c.y. if encountered.

Assumes that the work will require 2 stages to allow for access to one door at all times.

Welded Wire Fabric placed in concrete approach included.

Sealing of expansion joints where new concrete approach meets building included.



ESTIMATE

INSURED
QUALITY WORKMANSHIP
COMMERCIAL & RESIDENTIAL
42 YEARS EXPERIENCE

JobName: **Fire Station #1** Location:

Plans By: Bid#: **910**
Date of Plans: **7/20/2023 9:58:08 AM**

TO: **City of Belvidere**
401 Whitney Boulevard
Belvidere

Phone: (815) 544-9256

Attn: Fax: (000) 000-0000

"This Proposal Replaces All
Previous Proposals for the Same
Work."

Specifications:

1,600 sq ft Total - Driveway, sidewalk and apron replacement

- Remove existing concrete and haul away
- Saw cut existing concrete edge
- Install gravel fill for base min 8" thick and compact
- Install wire reinforcing
- Pour with 4,500 psi (6 1/2) bag mix concrete 8" thick with fiber mesh
- Cut in control joints and install expansion joints
- Broom finish
- Apply one coat Water Sealer
- Rough grade and seed yard damage

Notes:
NONE

Total Bid \$38,050.00

ALL INVOICES ARE DUE IN 30 DAYS OF ORIGINAL INVOICE DATE. Interest will be added to overdue invoices at 1.5% per month. If it becomes necessary to take legal action for nonpayment, the prevailing party will also be awarded reasonable attorney's fees. All materials is guaranteed to be as specified. All work to be done in a workmanlike manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will be executed upon verbal or written orders, and will become an extra charge over and above this proposal and will be billed on a time and material basis. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Due to the natural movement of the soil and other conditions beyond our control and the natural shrinkage that takes place in concrete when it receives its final set, it is inevitable that shifting will occur at expansion and construction joints, and that minor cracks will appear in the foundation and flatwork floors. THE STRUCTURAL STRENGTH of the property is not adversely affected in any way by such shifting and other cracks, and it is unnecessary to repair them. There is no warranty against pitting, scaling of concrete flatwork. Colored concrete is not guaranteed to be an exact match to adjacent pours and samples. USE NO SALT OR DEICING PRODUCTS ON NEW CONCRETE, use of these products voids all warranties or service work.

This proposal becomes a contract when signed by both parties and/or owner/contractor authorizes construction to begin. Payments due as follows: 50% Down Payment and the REMAINING BALANCE PLUS ANY ADDITIONAL WORK AUTHORIZED BY OWNER." NO EXCEPTIONS" INTREST RATE OF 1 1/2% PER MONTH ON ALL UNPAID BALANCES, A MECHANICS LEIN WILL BE PLACED ON ALL ACCOUNTS OVER 30 DAYS This estimate is valid until 08/30/2023

OWNER / CONTRACTOR

DATE

BidBy:

DATE

 | 7-20-23



ESTIMATE

INSURED
QUALITY WORKMANSHIP
COMMERCIAL & RESIDENTIAL
42 YEARS EXPERIENCE

JobName: **Fire Station #2**

Location: Belvidere

Plans By:
Date of Plans:

Bid#: 909

7/20/2023 9:17:08 AM

TO: **City of Belvidere**

401 Whitney Boulevard
Belvidere

Phone: (815) 544-9256

Attn: Dan

Fax: (000) 000-0000

"This Proposal Replaces All
Previous Proposals for the Same
Work."

Specifications:

41'x42' Driveway, 4'x41' sidewalk and 7'x41' apron replacement

- Remove existing concrete and haul away
- Saw cut existing concrete edge
- Install gravel fill for base min 8" thick and compact
- Install wire reinforcing
- Pour with 4,500 psi (6 1/2) bag mix concrete 8" thick with fiber mesh
- Cut in control joints and install expansion joints
- Broom finish
- Apply one coat Water Sealer
- Rough grade and seed yard damage

Notes:
NONE

Total Bid **\$42,750.00**

ALL INVOICES ARE DUE IN 30 DAYS OF ORIGINAL INVOICE DATE. Interest will be added to overdue invoices at 1.5% per month. If it becomes necessary to take legal action for nonpayment, the prevailing party will also be awarded reasonable attorney's fees. All materials is guaranteed to be as specified. All work to be done in a workmanlike manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will be executed upon verbal or written orders, and will become an extra charge over and above this proposal and will be billed on a time and material basis. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Due to the natural movement of the soil and other conditions beyond our control and the natural shrinkage that takes place in concrete when it receives its final set, it is inevitable that shifting will occur at expansion and construction joints, and that minor cracks will appear in the foundation and flatwork floors. THE STRUCTURAL STRENGTH of the property is not adversely affected in any way by such shifting and other cracks, and it is unnecessary to repair them. There is no warranty against pitting, scaling of concrete flatwork. Colored concrete is not guaranteed to be an exact match to adjacent pours and samples. USE NO SALT OR DEICING PRODUCTS ON NEW CONCRETE, use of these products voids all warranties or service work.

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OWNER / CONTRACTOR

DATE

BidBy: **Randy Baier**

DATE

ESTIMATE

INSURED
QUALITY WORKMANSHIP
COMMERCIAL & RESIDENTIAL
42 YEARS EXPERIENCE



JobName: **Fire Station #2 Drains** Location: Belvidere

Plans By:
Date of Plans:

Bid#:

7/21/2023 7:43:52 AM

TO: **City of Belvidere**
 401 Whitney Boulevard
Belvidere

Phone: (815) 544-9256

"This Proposal Replaces All
Previous Proposals for the Same
Work."

Attn: Fax: (000) 000-0000

Specifications:

Replace 50' of trench drains

41'x42' Driveway, 4'x41' sidewalk and 7'x41' apron replacement

- Saw cut 18" each side of drain
- Remove existing concrete, drains and haul away
- Install trench drain (SEE ATTACHED SPEC SHEET)
- Install rebar pins into existing floor
- Pour with 4,500 psi (6 1/2) bag mix concrete 8" thick with fiber mesh
- Install expansion joints as needed
- Smooth finish
- Apply one coat Water Sealer

Notes:
NONE

Total Bid

ALL INVOICES ARE DUE IN 30 DAYS OF ORIGINAL INVOICE DATE. Interest will be added to overdue invoices at 1.5% per month. If it becomes necessary to take legal action for nonpayment, the prevailing party will also be awarded reasonable attorney's fees. All materials is guaranteed to be as specified. All work to be done in a workmanlike manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will be executed upon verbal or written orders, and will become an extra charge over and above this proposal and will be billed on a time and material basis. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Due to the natural movement of the soil and other conditions beyond our control and the natural shrinkage that takes place in concrete when it receives its final set, it is inevitable that shifting will occur at expansion and construction joints, and that minor cracks will appear in the foundation and flatwork floors. THE STRUCTURAL STRENGTH of the property is not adversely affected in any way by such shifting and other cracks, and it is unnecessary to repair them. There is no warranty against pitting, scaling of concrete flatwork. Colored concrete is not guaranteed to be an exact match to adjacent pours and samples. USE NO SALT OR DEICING PRODUCTS ON NEW CONCRETE, use of these products voids all warrantys or service work.

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OWNER / CONTRACTOR

DATE

Bid By: Randy Baier

DATE

7-2023



July 5th, 2023

Belvidere Fire Dept. Station #2
Attn: Dan Drall
353 E 6th St
Belvidere, IL. 61008

RE: Concrete Apron Replacement

1. Provide work zone barricades
2. Remove existing 6" concrete apron(~240SY) and haul off site
3. Core out 2"and shape existing stone base (add up to 26 ton of CA-6 road stone)
4. Pour 8" PCC Pavement with wire mesh; tie into the back of curb and building foundation

Base Bid \$ 32,075.00

Construction Notes

- *All permits and fees not included
- *Material/ Compaction testing not included
- *Any core out of inferior soil @ \$50.00 / CY
- *Any additonal stone @ \$23.50/ TN
- *Excludes landscaping, irrigation, utility reapiers or relocation
- *To be complete in one mobilizatiON

Stenstrom Excavation & Blacktop:

Nolan Schlie
Project Manager/Estimator
Stenstrom Excavation & Blacktop Group

2422 Center St., Rockford, IL 61108
Office: 815-398-3478 | Fax: 815-229-0978

nolans@rstenstrom.com
<http://www.rstenstrom.com>

Accepted By:

Date:



CONTRACT

Prepared for: Dan Drall 353 E 6th St Belvidere, IL 61008 ddrall@belviderefire.com (815) 262-7711	August 7, 2023 TSR - Lena Dennis Meade PO Box 645, Lena, IL 61048 P: (844) 263-9356 dennis@tsrconcretecoatings.com www.tsrconcretecoatings.com	No. 50410
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Belvedere Fire Station #2

CONCRETE COATING PURCHASE AGREEMENT

Diamond Profile for Permanent Adhesion	✓ Included
Diamond Profile Cracks and Imperfections to Prepare for Mender Application	✓ Included
Apply 2 Part Mender Crack and Pit Repair & Diamond Profile Smooth	✓ Included
Apply Polyurea Basecoat Evenly to Surface	✓ Included
Broadcast Generous Amounts of Acrylic Chip	✓ Included
Remove Excess Media Broadcast by Scraping	✓ Included
Apply Polyaspartic Top Coat	✓ Included

Warranty Does Not Cover the Following:

Cracking-Crumbling-Iron Oxide Penetration-Hydro Static Water Pressure-Corrosive Liquids or Solids
Not Warranted

WE DO NOT CHANGE THE PITCH OF THE CONCRETE OR LEVEL IT IN ANY CIRCUMSTANCE Understands

****Disclaimer****
Any and all hard surface flooring should be considered slippery when wet. Always use caution and common sense

Additions, Notes, Special Instructions:

It is the responsibility of the homeowner or property manager to remove all personal items from the project area. We are grinding concrete with metal diamond blades which can in some instances create dust depending on the softness of concrete. If you want an area taped off with plastic do so prior to our install.

Coating Removal



Quantity
1

Measurement
2800 (Sq. Ft.)

Coating Removal

Price: ~~\$34,447.00~~ \$29,279.95

Discounts

ReVamp 15% Discount



Discount
15.00%

Pricing

Subtotal:	\$34,447.00
Discount:	\$5,167.05
Grand Total:	\$29,279.95
Deposit Amount:	\$11,711.98
Balance Due:	\$17,567.97

All promos and discounts have been applied

Payment due in full at completion of project

Projects cancelled/rescheduled without 14 day notice will be charged \$500 and will not be rescheduled until paid



Dream Design Deliver

SPECIFICATIONS

THIS DOCUMENT IS CONFIDENTIAL INFORMATION BETWEEN BUYER LISTED BELOW AND LIFESTYLE-GARAGE INC. IT IS PROHIBITED TO SHARE THE MATERIAL BELOW WITH ANY OTHER PARTY.

Contract No. 7774 **Job Name: City of Belvidere Fire Department** **Date:08/09/2023**

SPECIFICATION SUBMITTED TO:

Buyer Name: City of Belvidere Fire Department

**Address: 353 East 6th St.
Belvidere, IL 61008**

Home Phone #:

Mobile #: 815-544-2242

Email: ddrall@belviderefire.com sschadle@belviderefire.com

For Construction at: SAME

SUBMITTED BY:

Lifestyle-Garage Inc.
6752 Argyle Rd.
Caledonia, IL 61011
877-377-5433
www.Lifestyle-Garage.com

We hereby propose to furnish all labor and Materials necessary to complete the following:

TYPE OF PROJECT: Approximately 3,000 sq. ft. full flake floor (Basalt) with polyurea top coat.

INSTALLATION:

First step is to diamond grind floor with dustless vacuum attachment (remove existing coating) and then vacuum entire floor. Next we repair all cracks, spalling and fill expansion joints before applying the first coat of epoxy with full flake broadcast (Basalt). Finally we scrape and remove excess flake, vacuum floor before final clear Polyurea top coat. Open to foot traffic in 24hrs. and vehicle traffic in 48hrs.

NOTE:

1. Jobsite is to be cleaned of debris caused by above installations which Lifestyle-Garage is responsible for.
2. Not responsible for debris or any damages incurred by Home Owners subcontractors or work done personally by Home Owner.
3. One (1) month to complete shop from date of signed agreement

All of the above work to be complete in a workmanlike manner for the sum of:

Total Dollars	\$18,000.00
Payable as follows: 50% Down Payment	\$9,000.00

Remaining balance due upon completion

Any alteration or deviation from the above specifications involving extra cost of labor or material will be executed, only, upon written order for same, and will become an extra charge over and above the sum mentioned in this contract. The Contractor agrees to carry Workmen's Compensation Insurance, also to pay all Old Age Benefit and Unemployment Compensation Taxes upon the material and labor furnished under this contract, as required by the United States Government and the State in which this work is performed.

This proposal may be withdrawn if not accepted within 30 days.

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above and attached specification sheet, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

X John Nickol Date 08/09/2023
Lifestyle-Garage Inc.

X Date _____
Customer



Dream Design Deliver

Memo

To: City Council
From: Mayor Clinton Morris
cc: City Clerk
Date: July 13, 2023
Re: Amendment of Section 74-221, Fireworks, of the City Code

Consistent with State law, the City bans the possession, sale and use of illegal fireworks within the City of Belvidere and pre-annexed territories. Despite this ordinance, many individuals in Belvidere choose to violate the law and utilize illegal fireworks. They are not dissuaded by the current ordinance or state law.

As we all know, illegal fireworks can be very dangerous. They are a fire risk, especially within densely populated areas like Belvidere. They also create a risk of personal injury or even death. Illegal fireworks also constitute a public nuisance. They are not just used on the 4th of July but for weeks before and after Independence Day. Individuals explode their illegal fireworks at all hours of the night disturbing their neighbors peace, quite and sleep. They even create extreme anxiety for many pets within the community and causing stress for their owners.

I recommend amending section 74-221 of the City of Belvidere Municipal Code to increase the minimum fine for violation of section 74-221 from \$100.00 to \$250.00. The hope is the amount of the new minimum fine will dissuade individuals from choosing to violate both state law and local ordinances.

Recommended Motion: Motion to amend section 74-221 of the City of Belvidere Municipal Code to set the minimum fine for violation of that section at \$250.00. This would obviously come back in ordinance form.

Sec. 74-221. Fireworks.

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

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

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

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

- (c) *Protected areas:* No fireworks shall be discharged, ignited or exploded at any point in the city within 600 feet of any hospital, asylum or infirmary.
- (d) *Fireworks showers:* The use of what are technically known as fireworks showers or any mixture containing potassium chlorate, and sulphur in theatres or public halls is hereby prohibited.
- (e) Transportation signals or fuses. Nothing in these regulations shall be construed as prohibiting the manufacture, storage or use of signals or fuses necessary for the safe operation of railroads, trucks, aircraft, or other instrumentalities of transportation.
- (f) *Public property:* The sale and use of sparklers or similar items on public property is hereby prohibited.
- (g) *Nuisance declared and penalties:*
- (1) Any violation of this section is hereby declared to be a public nuisance.
 - (2) Any person violating this section shall pay a fine of not less than ~~\$100.00~~ **\$250.00** nor more than \$750.00. In sentencing, the court shall consider the amount and type of fireworks as well as any prior violations of this section.

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

(Ord. No. 639G, § 1, 6-7-04)