



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

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

**AGENDA**

July 8, 2024  
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. Downtown Façade Improvement Grant Program.
  - D. 2193 and 2211 Hawkey Drive, Tanner Industries Annexation.
3. Public Works, Unfinished Business: None.
4. Public Works, New Business:
  - A. Public Works Department – Update.
  - B. WWTP Pretreatment Program – Local Limits Evaluation.
  - C. Manhole Adjustment Project – Design Engineering.
  - D. 15 Minute Parking Request – 520 South State Street.
  - E. Tree Grant – Tree Inventory, Canopy Assessment & Urban Forestry Management Plan.
  - F. WWTP – Sludge Heaters Replacement.
5. Other:
  - A. American Rescue Plan Act Funds – WWTP Sludge Heaters.
  - B. Police Dept. – National Night Out Street Closure Request.
  - C. Police Dept. – Acceptance of Donations.
6. Adjournment:

**CITY OF BELVIDERE**  
*Community Development*



**BUILDING DEPARTMENT**

**PLANNING DEPARTMENT**

**401 WHITNEY BLVD. SUITE 300 BELVIDERE, IL 61008 \* PII (815)547-7177 FAX (815)547-0789**

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Date: June 26, 2024

To: Belvidere City Council

From: Gina DelRose, Community Development Planner

Re: Downtown Façade Improvement Grant Program

As part of the FY 25 budget, the City Council allocated \$27,060 for the Downtown Façade Improvement Grant Program. Funding for this program comes from video gaming revenues.

On May 20, 2024, planning staff sent out information to 112 eligible property owners notifying them of the grant program. A total of four applications were received requesting a total of \$24,249 in grant funds and are attached for your review. Projects mostly consist of tuck pointing and painting. Attached is a spreadsheet outlining staff's recommendation and the Belvidere Historic Preservation Commission's recommendation from their June 25, 2024 meeting. The Commission felt that all the projects were historically appropriate renovations.

Planning Staff and the Historic Preservation Commission act as recommending bodies to the City Council for this program. The City Council may alter the amount of funding or approve only portion of the applications as it sees fit.

**Planning Staff recommends the City Council motions to approve the following grant awards for a total of \$24,249:**

529-601 S. State Street- \$5,000

530 S. State Street- \$7,500

112-114 W. Pleasant Street- \$5,500

615 S. State Street- \$6,249

## 2024 Downtown Façade Improvement Grant

| Address                 | Project                                       | Total Project Cost | Requested Reimbursement | Staff's Comments  | Historic Preservation Commission Recommendation and Reasoning                 | Staff's Recommendation |
|-------------------------|---|--------------------|-------------------------|---|---|------------------------|
| 529-601 S. State St     | tuck pointing                                 | 18,676.00          | 5,000                   | Applicant completed rear façade renovations without grant funding in 2023, Front façade tuckpointing will help both stabilization and aesthetics. | Approval- both stabilizes and improves aesthetics                             | Approval               |
| 530 S. State St         | tuck pointing, caulking, lintel repair        | 114,950            | 7,500                   | Recently purchased the building and remodeled portions of interior. Now working on exterior.  | Approval- both stabilizes and improves aesthetics                             | Approval               |
| 112-114 W. Pleasant St. | siding, sealing and roof repair               | 11,000             | 5,500                   | Vinyl siding not metal.   | Approval- will prevent further deterioration of stone and improves aesthetics | Approval               |
| 615 S. State St         | tuck pointing, foundation repair and painting | 12,498             | 6,249                   | Improves stabilization and aesthetics   | Approval- both stabilizes and improves aesthetics                             | Approval               |

**Total Requested**

**24,249**

**Total amount available: \$27,060**

City of Belvidere

Downtown Façade Improvement Grant Program Application

Address for which funding is requested 529-601 State ST

Name of Applicant D'Carvaldo Real Estate / Oscar Carrero

Mailing Address of applicant 200 Spring Creek Rd

Daytime phone number \_\_\_\_\_ Email \_\_\_\_\_

Applicant is:

- Property Owner
- Tenant

If the applicant is a tenant:

Name of the property owner \_\_\_\_\_

Mailing address of property owner \_\_\_\_\_

Name of applicant's business \_\_\_\_\_

Is the building included in the boundaries of: (check all that apply)

- Overlay District
- Local Landmark/ District
- National Landmark/ District

Type of structure:

- Commercial
- Commercial/residential (i.e. commercial on ground floor, residential above)

Proposed improvements for which funding is requested (check all that apply)

- Architect or engineering services (exterior)
- Window/door replacement
- Window/door restoration
- Exterior painting
- Repair or replacement of deteriorated or missing architectural details
- Restoration of original openings
- Storefront rehabilitation

- Masonry restoration or repair
- Removal and replacement of inappropriate features
- Replacement of inappropriate awnings
- Accessibility improvements (exterior)
- Rear or side façade improvements (facing public spaces)
- Other \_\_\_\_\_

Total estimated project cost of façade improvements      \$ ~~32,470~~ 18,670

Façade Improvement funds requested                              \$ 7,500

Attach a detailed description of the work described above including photographs and drawings showing proposed improvements, colors, materials.

Attach a minimum of two (2) estimates for the proposed work.

STATEMENT OF UNDERSTANDING

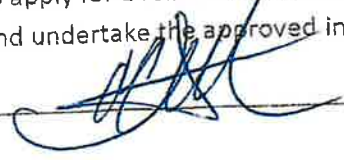
1. I agree to comply with the guidelines and procedures of the Downtown Façade Improvement Grant Program.
2. I understand that I must submit detailed cost documentation, copies of bids, contracts, invoices, and receipts upon completion of the approved improvements.
3. I understand that Façade Grant funds are subject to audit and taxation.
4. I understand that work done before a Façade Improvement Agreement is approved by the authorized City representative(s), project costs are not eligible for reimbursement through this program.

Signature of Applicant: 

AUTHORIZATION OF OWNER

If the applicant is other than the owner, the owner must complete the following certificate:

I certify that I am the owner of property at 529-601 State ST and that I authorize the applicant to apply for a reimbursement grant under the Downtown Façade Improvement Grant Program and undertake the approved improvements.

Signature of Owner: 



# Gilberto Masonry

Rockford, Illinois

Date

06/10/2024

To

Carla

### Instructions

- Write out any checks to Gilberto Masonry & Hardscape I
  - This includes the project itself, labor, and material.
- 50% of the total should be given on the first day of the beginning of the project.

| Quantity | Description                          | Total                  |
|----------|--------------------------------------|------------------------|
|          | Repair of wall                       | \$1,200                |
|          | Stone work                           | \$14,976               |
|          | • Placing stone in front of building |                        |
|          | Price change for material            | \$2,500                |
|          |                                      |                        |
|          |                                      |                        |
|          |                                      |                        |
|          |                                      |                        |
|          |                                      |                        |
|          |                                      | Subtotal:              |
|          |                                      | Discount:              |
|          |                                      | Tax (8.2%):            |
|          |                                      | <b>Total: \$18,676</b> |

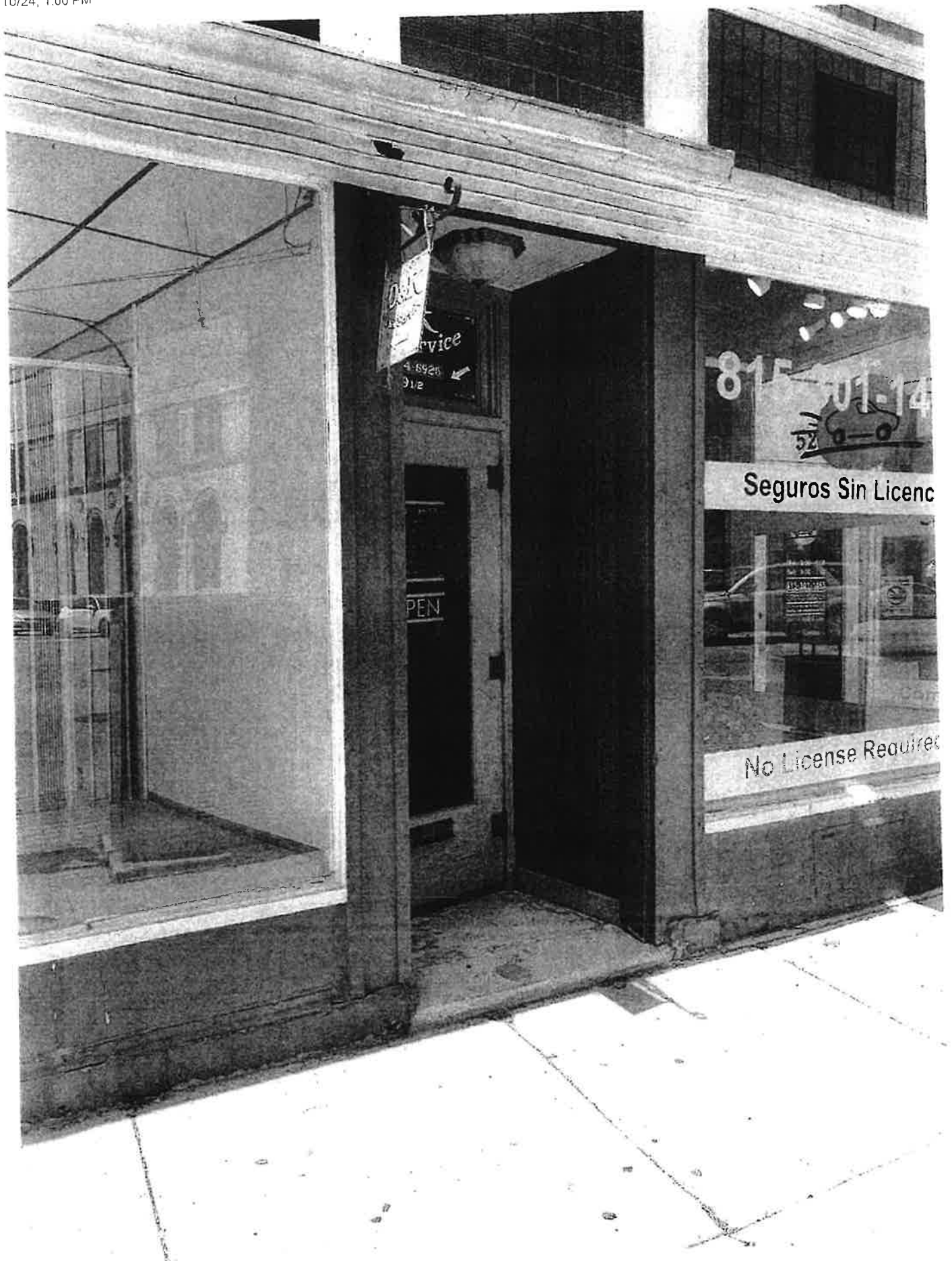
Over 15 years of experience. Over 1500 happy .

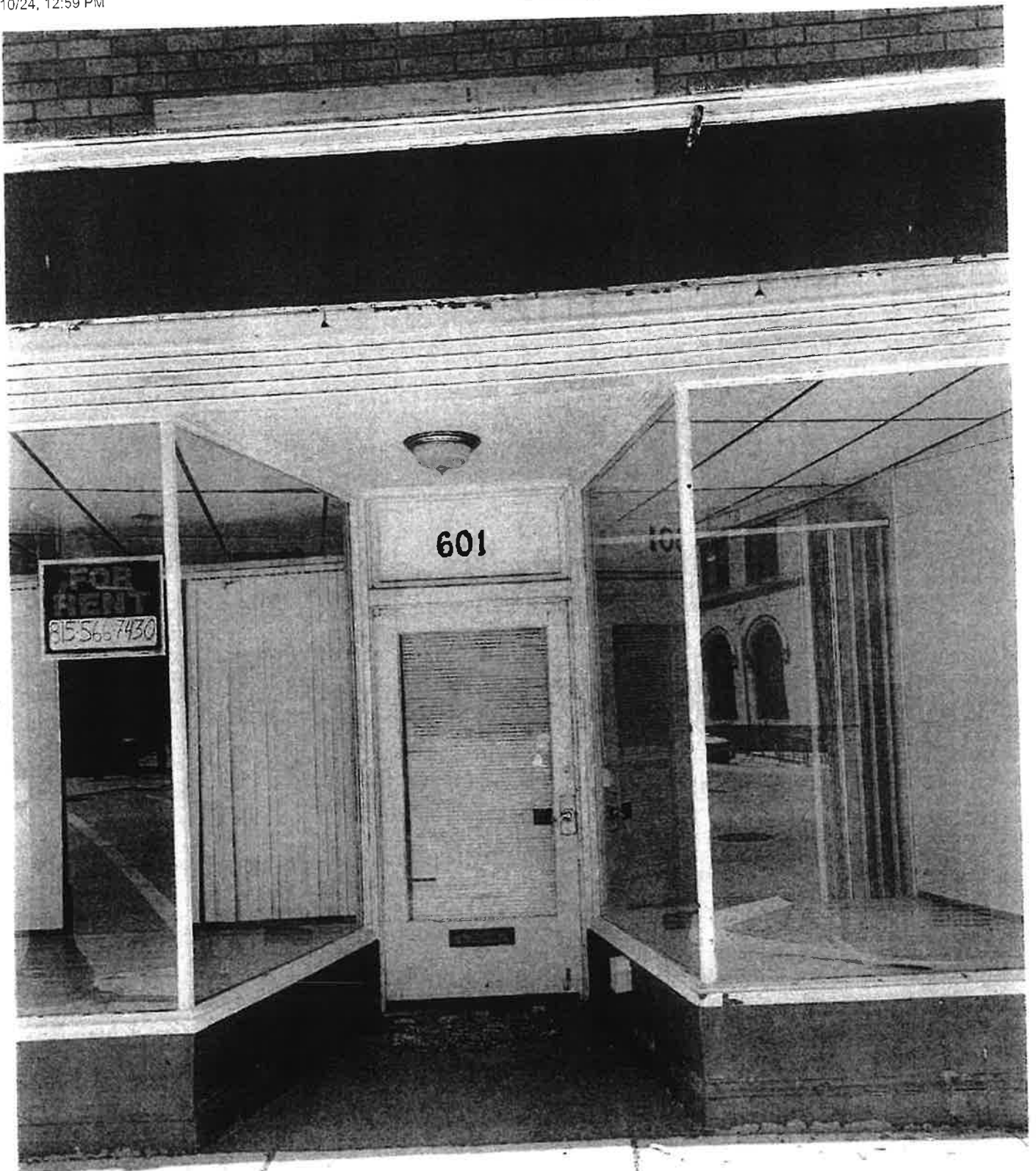
Tel: 815-978-6694  
Tel 2: 815-978-3321

Email: gilberto.masonry@gmail.com  
Website: TBA











**City of Belvidere**  
**Downtown Façade Improvement Grant Program Application**

Address for which funding is requested 530 S. State Street Belvidere IL 61008

Name of Applicant Dr. Shefali B. Shah

Mailing Address of applicant 44 Pentwater Drive South Barrington IL 60010

Daytime phone number \_\_\_\_\_ -1 Email \_\_\_\_\_

Applicant is:

- Property Owner
- Tenant

If the applicant is a tenant:

Name of the property owner \_\_\_\_\_

Mailing address of property owner \_\_\_\_\_

Name of applicant's business \_\_\_\_\_

Is the building included in the boundaries of: (check all that apply)

- Overlay District
- Local Landmark/ District
- National Landmark/ District South State St. Historic (National) District

Type of structure:

- Commercial
- Commercial/residential (i.e. commercial on ground floor, residential above)

Proposed improvements for which funding is requested (check all that apply)

- Architect or engineering services (exterior)
- Window/door replacement
- Window/door restoration
- Exterior painting
- Repair or replacement of deteriorated or missing architectural details
- Restoration of original openings
- Storefront rehabilitation

- Masonry restoration or repair
- Removal and replacement of inappropriate features
- Replacement of inappropriate awnings
- Accessibility improvements (exterior)
- Rear or side façade improvements (facing public spaces)
- Other \_\_\_\_\_

Total estimated project cost of façade improvements      \$ 120,875.00

Façade Improvement funds requested                              \$ 7,500.00

Attach a detailed description of the work described above including photographs and drawings showing proposed improvements, colors, materials. → Tuckpointing, Cawking, Lintel repair details in both ducts

Attach a minimum of two (2) estimates for the proposed work. ✓

STATEMENT OF UNDERSTANDING

1. I agree to comply with the guidelines and procedures of the Downtown Façade Improvement Grant Program.
2. I understand that I must submit detailed cost documentation, copies of bids, contracts, invoices, and receipts upon completion of the approved improvements.
3. I understand that Façade Grant funds are subject to audit and taxation.
4. I understand that work done before a Façade Improvement Agreement is approved by the authorized City representative(s), project costs are not eligible for reimbursement through this program.

Signature of Applicant: 

AUTHORIZATION OF OWNER

If the applicant is other than the owner, the owner must complete the following certificate:

I certify that I am the owner of property at \_\_\_\_\_ and that I authorize the applicant to apply for a reimbursement grant under the Downtown Façade Improvement Grant Program and undertake the approved improvements.

Signature of Owner: \_\_\_\_\_



1930 Crescent Ct  
Hoffman Estates, IL 60169  
773.766.5391  
[Jarredcraftsmen@gmail.com](mailto:Jarredcraftsmen@gmail.com)

|             |              |
|-------------|--------------|
| DATE        | PROPOSAL NO. |
| 05/07/2024  | 232/2023 RO  |
| TOTAL PAGES |              |
| 4           |              |

|  |                                 |                     |
|--|---------------------------------|---------------------|
| (OWNER/AGENT) NAME/ADDRESS<br>530 S State St,<br>Belvidere, IL 61008 | TERMS<br>Proposal /<br>Contract | JOB ADDRESS<br>Same |
|--|---------------------------------|---------------------|

ITEM

DESCRIPTION

TOTAL

We hereby propose to furnish the materials and perform the labor necessary for the completion of the following work on the building located at above address.

West side:

- Grinding 100%
- Tuckpointing 100%
- Replace 5 lintels by 7' with special glued flashing, drip edge, cotton tubes and termination bar with sealant (lintels will be scrape, prime and paint)
- After tuckpointing power wash 100%

South side:

- Grinding 100%
- Tuckpointing 100%
- Replace 7 lintels by 7' with special glued flashing, drip edge, cotton tubes and termination bar with sealant (lintels will be scrape, prime and paint)
- After tuckpointing power wash 100%

East side:

- Grinding 100%
- Tuckpointing 100%
- Clean 6 lintels by 7' from rust and after painting to color
- After tuckpointing power wash 100%

**\$126800**  
**(one hundred**  
**twenty-six**  
**thousand**  
**eight hundred**  
**dollars)**

Boom lift included  
Sidewalk canopy included  
Permit included

**IMPORTANT NOTES**

- Contractor will sweep and remove all debris from the job side.
- Our work will create noise and dust.
- Owner to supply water and electric
- All discount are included.
- New mortar will match existing one as close as possible but will be not the same.

**PAYMENTS SCHEDULE**

30% Day of contract.  
40 % After finish East  
and South side  
30% After finish all  
work

Please review the attached proposal. Feel free to contact us if you have any questions.

If you would like to hire Craftsmen Masonry & Tuckpointing to performed work as specified, we will need the following upon you acceptance:

- 1). Signed Contract;
- 2). Down-Payment as outlined on the Contract.

We accept the following forms of payment:

- \*\*\* Check or Cash (Mailing address: 1930 Crescent Ct Hoffman Estates 60169)
- \*\*\* QuickPay with Zelle (773-766-53-91)

Craftsmen Masonry & Tuckpointing, Inc.  
1930 Crescent Ct  
Hoffman Estates, IL  
60169  
Phone: 773-766-5391  
Web: <https://masonrytuckpointingcraftsmen.com/>  
**Thank you for your business!**

We look forward to working with you.

Failure to make payment, will give Contractor right to charge interest. Owner/agent agrees to pay all costs, expenses and fees of Contractor's enforcement of the Contract/Proposal, including collection expenses, court costs, and attorney's fees. Past due payments shall bear interest at 1.5% per month.

Failure to make payment when due shall constitute a breach of contract and shall entitle Contractors at its discretion, to suspend all work until full payment is made or terminate this contract. The contract sum to be paid to Contractor shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up.

#### NOTICE OF CANCELLATION

You, buyer, may cancel this transaction at any time prior to midnight of the 3rd business day after the date of this transaction.

#### CHANGE ORDERS, EXTRAS, PERMITS

Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

Owner/agent is solely responsible for obtaining any permits required for the work. Contractor can apply for and secure a permit should the owner/agent decide to hire our expediting source. The costs for the permit and expeditor, if necessary, will be in addition to the contract price. Engineering, consulting or architectural service are not included, if needed.

Should the City of Chicago require a sidewalk canopy and permit, these charges, if necessary, will be in addition to the contract price. Owner/agent is responsible for maintaining adequate lighting, and for all and any citations.

This proposal may be withdrawn by us if not accepted within (30) days.

#### SITE CONDITIONS:

Contractor will move satellite antenna and reinstall upon completion. Final adjustment may be required and will be the responsibility of the owner/agent.

Contractor's price is based upon there not being electrical conduit or other materials within working perimeter, unless expressly identified on the face of this proposal. Owner/agent will indemnify Contractor from any personal injury, property damage, claim, loss, or expense resulting from the presence of electrical conduit; shall render the conduit harmless so as to avoid injury to Contractor's personnel; and shall compensate Contractor for additional time, labor, and expense resulting from the presence of such materials.

Contractor shall not be responsible for additional cost due to the existence of utilities, A/C units, wet insulation, deteriorated deck, or other subsurface or latent conditions that are not disclosed in writing to Contractor. The raising, disconnection or re-connection of any mechanical equipment that may be necessary to Contractor perform the work shall be performed by others or treated as an extra.

Owner/agent and Contractor acknowledge that, odors and emissions from roofing products will be released. Contractor is not responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake units, wall vents, windows, doors and other openings permitting fumes and odors entering the building. Customer shall hold Contractor harmless from claims from third parties relating to fumes and odors that are emitted during normal process.

#### GENERAL NOTES

All agreements contingent upon strikes, accidents or delays beyond our control.

Owner to carry fire, tornado and other necessary casualty insurance upon above work. Workmen's compensation and public liability insurances on above work, to be taken out by Contractor.

This proposal and contract is based upon work to be performed by Contractor not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the work. Contractor is not responsible for expenses, claims or damages arising out of presence, disturbance or removal of asbestos containing or toxic material. In the event such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred.

Contractor will use the greatest amount of care during the execution of the above quoted work to avoid damage to the interior and exterior of the building and adjacent landscaping.

Contractor will do their best to minimize the dust and noise produced; pasted experience has shown that the following should be expected as normal by the owner/agent as a result of such construction.

Craftsmen Masonry & Tuckpointing Inc.

by \_\_\_\_\_ YAROSLAV ROMANKO \_\_\_\_\_

UPON ACCEPTANCE OF PROPOSAL THIS INSTRUMENT IS A CONTRACT.

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

You are authorized to do the work as specified. Payment will be made as outlined above.

>>> Signature (OWNER) (AGENT): \_\_\_\_\_

**Olsen Tuckpointing Company**  
311 South Hager Avenue  
Barrington, IL 60010  
847-382-1870 \* Fax 847-382-1875

## Proposal

Page 1

Proposal Submitted To:

Job Name and Location

Dushyant Patel  
530 S State St.  
Belvedere, IL 61008  
847 890-5175

The undersigned proposes to furnish all labor, material and equipment necessary to complete the following.

### **TUCKPOINTING - \$ 58,700.00**

The mortar joints on the stone portion of the building will be ground out 100%.  
The joints will be cleaned of dusty debris and will be tuckpointed solid 100%.  
The new work will match the original color and joint profile of the original as close as possible.  
The new work will be washed.

### **STONE PATCHING - \$ 24,850.00**

The damaged stone will be repaired as needed to make the stone look as original possible.  
The open cracks will be injected using injection grout from Conproco.  
The broken stone will be color patched using various Conproco Matrix Stone patch material.  
The loose stones on the top of the south west corner will be Helifix pinned into the back up

### **CAULK WINDOWS AND DOORS - \$ 12,950.00**

The old caulk will be removed from the perimeter of the windows and doors.  
New backer rod will be installed as needed.  
The perimeters will be re caulked using Dow Corning 790 Sealant in a black color and will be tooled to a smooth finish.

### **GRANITE CAULK - \$ 4,500.00**

The joints will be removed from the granite at the bottom of the wall.  
The joints will be re caulked using Dow Corning 790 Sealant in a black color and tooled to a smooth finish.

### **SIDEWALK CAULK - \$ 1,800.00**

The joint between the sidewalk and the building will have a caulk joint installed of Dow Corning 790 Sealant and will be tooled to a smooth finish. South and west sides.

### **STEEL LINTEL PAINT - \$ 5,500.00**

The rust will be cleaned from the lintels using a wire wheel. The steel lintels above each widow will be re painted using Sherwin Williams DTM

### **NORTH WALL - \$ 6,650.00**

The worst damaged brick will be removed from the top of the wall. ( About 30 brick )  
The brick will be replaced using other brick to match a close as possible.  
The cracked mortar joints will be ground out and will be tuckpointed.  
The new work will be washed.

**TOTAL OF ALL WORK ABOVE - \$ 114,950.00**



Olsen Tuckpointing Company  
311 South Hager Avenue  
Barrington, IL 60010  
847-382-1870 \* Fax 847-382-1875

# Proposal

Page 2

## OPTIONAL

### WATERPROOFING SEALER - \$ 6,975.00

The walls will receive a waterproofing treatment of Weather Seal Siloxane PD waterproofing sealer. The material will be applied to manufacturer recommendations.

### RESTORATION CLEANING - \$ 12,850.00

The entire building will be power washed to make it as clean as possible. Restoration cleaning chemicals will be used.

### STEEL LINTEL REPLACEMENT - \$ 4,500.00 each

One steel lintel will be replaced at the owners discretion.

- \* All city permits are included within the cost of the tuckpointing.
- \* All of the lifts are included in the Tuckpointing price. If an item is selected to be done by itself without tuckpointing an additional lift cost may be charged. A hydraulic lift will be used on the east side. A scissors lift will be used on the south sidewalk up to the light pole and on the west side. A power mast climber will be used on the south side from the light pole to the left corner.
- \* A hydraulic lift is included in the cost of the north wall. We need cooperation from the neighbor since we will be on their lot. Com Ed has to cover the wires and usually set up by the building owner.
- \* All work will look as original as possible.

- All mortar joints to be ground out to a depth of at least 1/2" or until solid mortar is achieved.
- All mortar color and joint design will match the original mortar joints as close as possible.
- All debris will be removed from the premises.

For the sum of: See Above

Dollars: \$ See Above

Payments to be made as follows: Upon Completion.

Payment Type: Cash or Check. To pay using VISA or MasterCard, please add 3% to the invoice total.

### Conditions

All materials are guaranteed to be as specified. All work to be completed in a professional manner according to standard industry practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance. Olsen Tuckpointing Company is fully licensed and insured.

Date Provided: 5-24-24

Signed Robert Paster  
Olsen Tuckpointing Company

### Acceptance And Authorization

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payments will be made upon as outlined above.

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

Signed \_\_\_\_\_

*This contract is void 60 days from date unless signed and returned to bidder.*

City of Belvidere

Downtown Façade Improvement Grant Program Application

Address for which funding is requested 112-114 W Pleasant St

Name of Applicant Elizabeth Marquez

Mailing Address of applicant 4105 Augusta St Maywood IL 60153

Daytime phone number 708 411 1131 Email em Marquez@att.net

Applicant is:

- Property Owner
- Tenant

If the applicant is a tenant:

Name of the property owner \_\_\_\_\_

Mailing address of property owner \_\_\_\_\_

Name of applicant's business \_\_\_\_\_

Is the building included in the boundaries of: (check all that apply)

- Overlay District
- Local Landmark/ District
- National Landmark/ District

Type of structure:

- Commercial
- Commercial/residential (i.e. commercial on ground floor, residential above)

Proposed improvements for which funding is requested (check all that apply)

- Architect or engineering services (exterior)
- Window/door replacement
- Window/door restoration
- Exterior painting
- Repair or replacement of deteriorated or missing architectural details
- Restoration of original openings
- Storefront rehabilitation

- 3 Masonry restoration or repair
- 3 Removal and replacement of inappropriate features
- 3 Replacement of inappropriate awnings
- 3 Accessibility improvements (exterior)
- 3 Rear or side façade improvements (facing public spaces)
- 3 Other Walls & Roof

Total estimated project cost of façade improvements \$ 12,000<sup>00</sup>

Façade Improvement funds requested \$ 7,500<sup>00</sup>

Attach a detailed description of the work described above including photographs and drawings showing proposed improvements, colors, materials.

Attach a minimum of two (2) estimates for the proposed work.

STATEMENT OF UNDERSTANDING

1. I agree to comply with the guidelines and procedures of the Downtown Façade Improvement Grant Program.
2. I understand that I must submit detailed cost documentation, copies of bids, contracts, invoices, and receipts upon completion of the approved improvements.
3. I understand that Façade Grant funds are subject to audit and taxation.
4. I understand that work done before a Façade Improvement Agreement is approved by the authorized City representative(s), project costs are not eligible for reimbursement through this program.

Signature of Applicant Eleanora Vasquez

AUTHORIZATION OF OWNER

If the applicant is other than the owner, the owner must complete the following certificate:

I certify that I am the owner of property at 112-114 W. Pleasant St  
 that I authorize the applicant to apply for a reimbursement grant under the Downtown Façade Improvement Grant Program and undertake the approved improvements.

Signature of Owner: Eleanora Vasquez

JUNE 16 2024

To whom It May Concern:

My name is Eustaquio Martinez,

The estimate for the wall and roof at 112-114 W Pleasant St. for the wall and roof is around \$13,000.00, my phone number is 847-302-0105

Wood

Siding

Concrete

Adhesive Patches

Splash it

Sealed

Heating and Patching

*Eustaquio Martinez*

June 14, 2024

To whom It May Concern:

My name is Javier Toscano Bernabe, and I'm an independent contractor I'm giving an estimate cost of the property located in 112-114 W Pleasant St. for the wall and roof .

Siding

Splash it

Sealed

Adhesive Patches for Synthetic Membranes

Adhesive patches to seal small cracks or holes2.

Mastic or Resealing with Bitumen for Asphalt Roofs:

Mastic or reseal with bitumen to correct damage2.

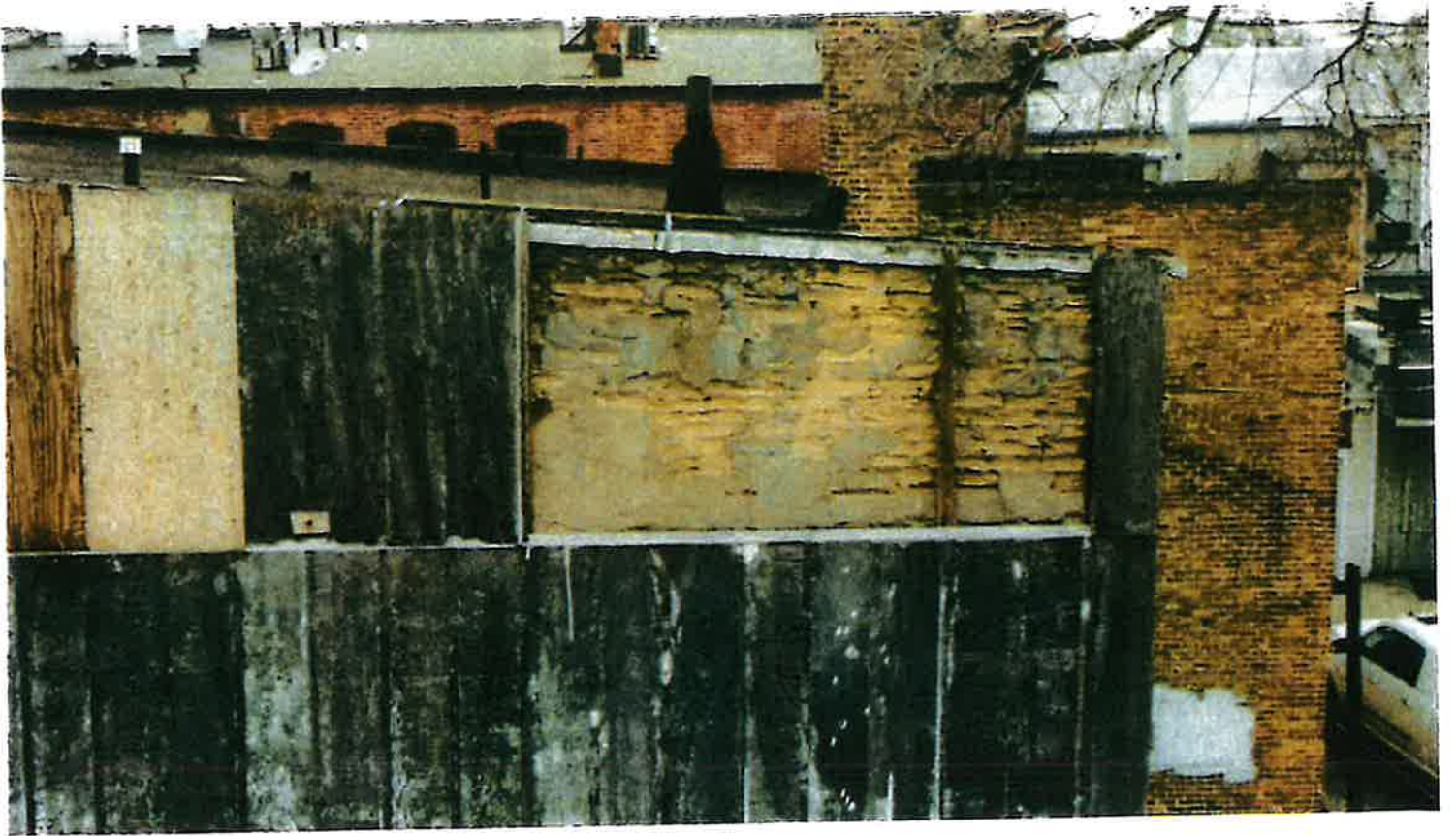
Heating and Patching

The estimate is around \$ 11,000.00

*JC Javier*  
Javier Toscano  
779-771-2918

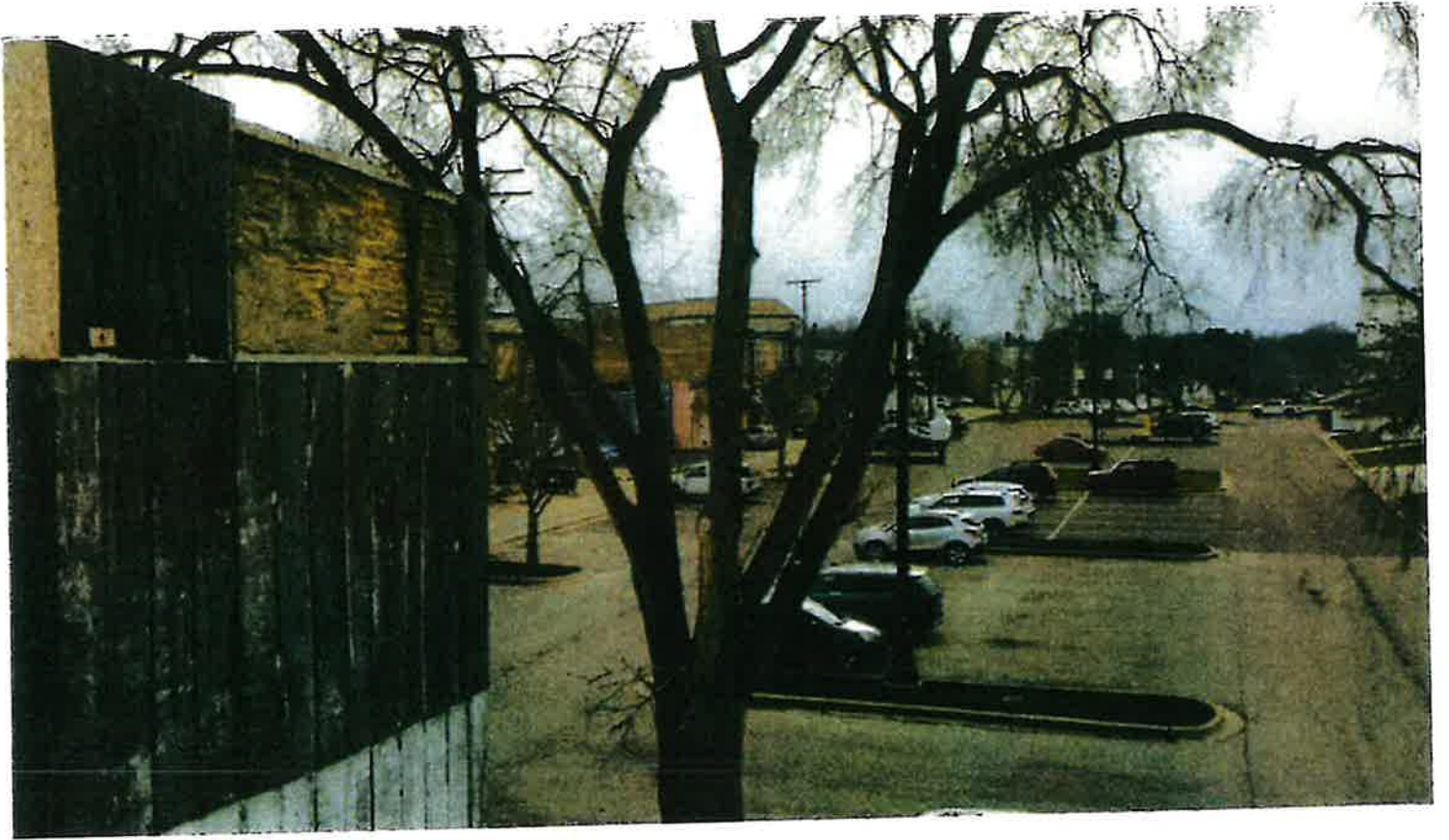




















City of Belvidere

Downtown Façade Improvement Grant Program Application

Address for which funding is requested 115 S State St Belvidere

Name of Applicant Dana Dow & Deborah Carlson

Mailing Address of applicant 1540 Whitney Blvd. Belvidere 61008

Daytime phone number 815 988-5568 Email Debbie.Carlson@stewcker.com

Applicant is:

- Property Owner  
 Tenant

If the applicant is a tenant:

Name of the property owner n/a

Mailing address of property owner \_\_\_\_\_

Name of applicant's business \_\_\_\_\_

Is the building included in the boundaries of: (check all that apply)  not sure

- Overlay District  
 Local Landmark/ District  
 National Landmark/ District

Type of structure:

- Commercial  
 Commercial/residential (i.e. commercial on ground floor, residential above)

Proposed improvements for which funding is requested (check all that apply)

- Architect or engineering services (exterior)  
 Window/door replacement  
 Window/door restoration  
 Exterior painting  
 Repair or replacement of deteriorated or missing architectural details  
 Restoration of original openings  
 Storefront rehabilitation

- Masonry restoration or repair
- Removal and replacement of inappropriate features
- Replacement of inappropriate awnings
- Accessibility improvements (exterior)
- Rear or side façade improvements (facing public spaces)
- Other \_\_\_\_\_

Total estimated project cost of façade improvements      \$ 12,498. -

Façade Improvement funds requested                              \$ 75,000

Attach a detailed description of the work described above including photographs and drawings showing proposed improvements, colors, materials.

Attach a minimum of two (2) estimates for the proposed work.

STATEMENT OF UNDERSTANDING

1. I agree to comply with the guidelines and procedures of the Downtown Façade Improvement Grant Program.
2. I understand that I must submit detailed cost documentation, copies of bids, contracts, invoices, and receipts upon completion of the approved improvements.
3. I understand that Façade Grant funds are subject to audit and taxation.
4. I understand that work done before a Façade Improvement Agreement is approved by the authorized City representative(s), project costs are not eligible for reimbursement through this program.

Signature of Applicant: Debbie Card

AUTHORIZATION OF OWNER

If the applicant is other than the owner, the owner must complete the following certificate:

I certify that I am the owner of property at Deborah Carlson and that I authorize the applicant to apply for a reimbursement grant under the Downtown Façade Improvement Grant Program and undertake the approved improvements.

Signature of Owner: Debbie Card



June 14, 2024

RE: 615 S. State St., Belvidere IL 61008

Façade Program

Dear Grant Committee Members,

I am writing to request a grant for essential repairs and improvements to the building located at 615 S. State Street, a key gateway into the downtown area of Belvidere. This building is home to the iconic "Welcome to Belvidere" mural, featuring "Mike the Cop," a beloved local landmark. While we are planning to touch up the mural in collaboration with the original artist separately from this request, our immediate priority is addressing the foundational issues of the building to prevent further deterioration.

The building requires significant foundation repairs, including mortar and tuckpointing, to ensure its structural integrity and protect it from future damage. These repairs are critical to maintaining the building's stability and longevity. Once the foundation work is completed, we plan to paint the exterior brick to closely match the existing color palette, enhancing the aesthetic appeal of the building and contributing to the overall charm of the downtown area.

We greatly appreciate the Downtown Façade Improvement Grant Program's efforts to support the revitalization of our historic downtown. Your support will be instrumental in preserving this significant landmark and ensuring it continues to welcome residents and visitors alike.

Thank you for considering our request. We look forward to the opportunity to contribute to the ongoing beautification and preservation of downtown Belvidere.

Sincerely,

Debbie Carlson



Dana Dow & Deborah Carlson

Owners of 615 S. State St.

Belvidere, IL 61008

[DebbieCarlson@starckre.com](mailto:DebbieCarlson@starckre.com)

815-988-5568

Attachments

# ESTIMATE

Mallorca Chimney  
432 West Hurlbut Ave  
Belvidere, IL 61008

mallorcachimney@gmail.com  
+1 (815) 345-9277



Debbie Carlson  
Bill to  
Debbie Carlson  
615 S State St  
Belvidere  
IL  
61008

Ship to  
Debbie Carlson  
319 S State St  
Belvidere  
IL  
61008

## Estimate details

Estimate no.: 1079  
Estimate date: 06/03/2024

| #  | Date | Product or service         | Description  | SKU | Qty | Rate       | Amount     |
|----|------|----------------------------|--|-----|-----|------------|------------|
| 1. |      | Boom Lift Rental           | Boom Lift  |     | 1   | \$899.00   | \$899.00   |
| 2. |      | Foundation Repair          | This proposal outlines the repair of an exposed ground-level foundation using wire mesh and Type M mortar. The project involves preparing the foundation, installing wire mesh for reinforcement, and applying Type M mortar, which is the strongest type of mortar ideal for freeze-thaw applications due to its high strength. This process will enhance the structural integrity and appearance of the foundation, providing long-lasting protection against environmental factors. |     | 1   | \$3,200.00 | \$3,200.00 |
| 3. |      | Miscellaneous Tuckpointing | This proposal outlines tuckpointing services to restore the appearance and integrity of masonry structures. The process involves removing deteriorated mortar from the joints, replacing it with fresh mortar, and ensuring a seamless match with the original masonry. This work will enhance the durability and aesthetic appeal of the brickwork, protecting it from further damage.  |     | 1   | \$2,500.00 | \$2,500.00 |
| 4. |      | Exterior Brick painting    | This proposal outlines the painting of exterior brick to closely match the existing color palette. The project   |     | 1   | \$5,899.00 | \$5,899.00 |

includes surface preparation, selecting compatible paint, and applying it with precision to ensure a uniform and aesthetically pleasing finish. This will enhance the property's curb appeal while preserving its architectural integrity.

**Total**

**\$12,498.00**

Note to customer  
Thank you for your business.



# The Name Rockford Trusts Since 2015

615 S. State St  
Belvidere, IL 61008

Estimate



Kevin O'Brien  
Owner  
815.312.7539  
kevin@trustedpaintersllc.com

Trusted Painters LLC  
2205 S. Perryville Rd #150  
Rockford, IL 61108  
815.222.1938  
TrustedPaintersLLC.com

**CONTACT**

Debbie Carlson  
323 S State St,  
Belvidere, IL 61008  
debbiecarlson@starckre.com  
815.988.5568

**JOB ADDRESS**

615 S. State St  
Belvidere, IL 61008

**ESTIMATE ID**

1578

**DATE**

06/16/2024

**EXPIRES**

08/30/2024

## Estimate

**Specific exclusions or clarifications:**

**Exclude:**

- Front side 2nd story above the green horizontal accent
- "Mike the Cop" mural

**Exterior Products**

- **BRICK:** powerwash, caulk as needed, and spray/roll/brush with 1 coat of SW Latitude Exterior Latex Paint (Satin)
- **TRIM** (Doors, Windows, Fascia etc.): scrape, feather sand, caulk, clean and paint with 2 coats of SW Latitude Exterior Latex Paint (Satin)

**Scaffold Charge**

Scaffold rental, setup, tear down

**\$250.00**

**Exterior - 3 Sides**

**Front Side (North)**

Power Wash, Wood Windows (First Level Only) (8), Columns & Green trim, Doors (1)

**Left Side (East)**

Power Wash, Window Trims (no sashes) (9), Doors (2), Paint Red Brick, Paint Soffit & Downspout

Exclude "Mike the Cop" Mural

**Rear Side (South)**

Power Wash, Window Trims (no sashes) (3), Doors (1), Paint Red Brick

**\$7,841.00**

|              |                   |
|--------------|-------------------|
| Labor        | <b>\$7,273.00</b> |
| Materials    | <b>\$818.00</b>   |
| <b>Total</b> | <b>\$8,091.00</b> |

## Media

### Specific exclusions or clarifications:



Exclude above the 1st story green accent



Exclude 2nd story



Exclude mural

### Exterior - 3 Sides



## Exterior Preparation

### UNDERSTANDING EXTERIOR PAINT PREP

- A long lasting, high-quality paint job begins with thorough and complete preparation of all paintable surfaces. Budget painters will typically take short cuts in prep to offer a lower price. These bargain paint jobs can fail in as little as 6 months!
- At Trusted Painters LLC, we warranty our work for 2 full years. A paint job that doesn't fail in the first 2 years will likely last for many years after.
- Here are the terms we use to describe our prep and what that means to you:

#### Powerwash

All areas to be painted will receive a high-pressure cold-water rinse to remove loose paint, surface dirt and chalking from old paint. Only in cases of extremely dirty surfaces will there be a need to wash with a detergent. On certain multi-family buildings where lead paint is suspected to be present and washing would remove the paint, the EPA does not allow us to powerwash.

#### Scraping

We thoroughly scrape all peeling surfaces to remove loose or peeling paint to ensure a solid substrate for painting. Substrates with significant peeling will have an uneven surface because not all paint will come off during scraping. This will be visually obvious from a few feet away but less obvious from 10+ feet away.

### **Sanding**

On exteriors, most of the sanding we do is to "feather out" a hard edge caused by scraping or frayed wood fibers. This sanding is typically limited to high-visibility areas such as doors and entries. On certain multi-family jobs where lead paint is suspected, the EPA does not allow us to sand using power tools unless a HEPA filter vacuum system is present.

### **Primer**

Depending on the condition of the substrate, a primer coat may be required. Bare wood and rusty metal will be spot primed as needed. Other primers will be used as dictated by the substrate being painted.

### **Caulk/Sealants**

We will apply a high quality acrylic latex caulk/sealant to joints on the trim or between the siding and the trim where the current caulk is loose, cracked or missing. We caulk all joints on the painted surfaces where weather-proofing is an issue. Not every joint is designed to be caulked – some are designed to allow moisture to escape and caulking would be detrimental.

### **Wood Repair**

Small imperfections (holes <2" diameter) will be filled with a high-quality wood filler product prior to painting. Rotted or missing wood pieces will need to be repaired by the client prior to painting. If Trusted Painters LLC is doing the repairs, it will be noted in the proposal along with a corresponding charge for labor and materials. Un-repaired substrates will not be covered by the warranty.

### **Top Coat Paint**

We will apply one, two or three coats(very rare) until the color is solid and consistent. The number of coats for each area is specified in the proposal. In general, without a major color change, siding will cover in one coat and trim will cover in two coats. We use only premium paints and stains and these will be indicated in the proposal.

### **Daily Set-up and Clean-up**

Clean up all areas in or outside the site daily and upon final completion to ensure areas are free from job-related debris. Painting crew will organize all painting materials daily before going home.

### **Final Walkthrough**

The job lead will perform a final walkthrough upon completion of the project to ensure customer satisfaction and to address any final questions or concerns. Touchups will be scheduled if needed based on an agreed upon punchlist.

## **TERMS AND CONDITIONS**

Please take special note of the job description. Trusted Painters LLC is not required to perform any projects or tasks not specifically listed.

## **PREPARATION**

The following procedures will be applied as necessary to your particular job under normal conditions:

- All necessary areas will be covered and protected with drop cloths or plastic.
- Surfaces will be prepped properly, they will also be re-inspected and patched as necessary before final coats are applied.
- Windows will be reglazed only if a customer has contracted for this service.
- Loose or missing caulk will be repaired as needed. Caulk that is in good condition will not be disturbed.
- Small holes less than 3" diameter will be filled with caulk or wood filler. Holes or defects larger than this may require a carpentry repair at an additional cost.
- Glossy surfaces and trim will be sanded and cleaned to assure proper paint adhesion.
- Scrape and lightly sand rough areas (when lead is not an issue) due to previous paint failure. Light sanding is used to promote adhesion of new coatings. Sanding beyond this will be charged as time and materials.
- All new and raw wood will be primed as needed.
- Apply a spot stain sealer to water-stains and tannin wood stains.
- Work areas will be cleaned-up, and debris will be taken away.
- Upon completion, leftover finish paint will be labeled and left at the job site.
- Hardware to be removed and reinstalled only when specified in proposal.

#### **BODY and or TRIM**

- Apply a primer when necessary on all bare and new wood or spot prime localized failures and apply one (1) coat or two (2) coats (or as proposed) of latex paint of high quality.

#### **WINDOWS and DOORS**

- Apply spot primer as needed and two (2) coats (or as proposed) of latex paint of high quality .

#### **INSURANCE**

- Liability & Workers Comp insurance is carried by Pekin Insurance.
- Please feel free to contact our insurance carrier for a copy of a Certificate of Insurance.

#### **LIMITED WARRANTY**

- Trusted Painters LLC warrants labor and materials for a period of two (2) years. If a paint failure appears, we will supply labor and materials to correct the condition without cost. This warranty is in lieu of all other warranties, expressed or implied. Our responsibility is limited to correcting the condition as indicated above. Warranty is non-transferable and applies only to the original purchaser. Any work where Trusted Painters LLC did not supply the paint or other materials is not covered by this warranty.
- This warranty excludes, and in no event will Trusted Painters LLC be responsible for consequential or incidental damages caused by accident or abuse, temperature changes, settlement or moisture; i.e., cracks caused by expansion and/or contraction. Cracks will be properly prepared as indicated at time of job, but will not be covered under this warranty.
- Horizontal surfaces or any surface that, by virtue of its design allow moisture to collect are not covered by this warranty. Such surfaces include but are not limited to decks, railings, stairs, porches, roofs and wood gutters. Horizontal walking surfaces and galvanized metal are excluded from this warranty.
- Repairs will be performed only on the specific areas where peeling and or blistering has occurred. Exact color match is not warranted as there is the likelihood that the original paint will have faded by the time repairs are performed.



6/17/24, 9:21 AM

- Peeling or blistering, which results from a defect in the paint applied, is not covered by this warranty regardless of whether supplied by Trusted Painters LLC or by the customer. For details on warranties applicable to paint, please consult the label on paint manufacturer's paint can.

### CUSTOMER WARRANTY RESPONSIBILITY

For this warranty to be effective, you must:

- Pay the full contract price.
- Retain a copy of the executed contract.
- Retain evidence of canceled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property reasonably accessible to Trusted Painters LLC.

### WORK STANDARD

- All work is to be completed in a workmanlike manner according to standard practices. Work site will be cleaned daily and upon project completion. Owner is responsible for any post construction cleanup expenses related to work performed. All agreements are contingent upon strikes, accidents, or delays beyond our control.
- Trusted Painters LLC may at its discretion engage subcontractors to perform work hereunder, provided Trusted Painters LLC shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
- Work procedures as per standards of the PDCA (Painting and Decorating Contractors of America) P1-92, P2-92, P3-93, P4-94, P5-94, P7-99 and P6-99.
- The painting contractor will produce a "properly painted surface". A "properly painted surface" is one that is uniform in color and sheen. It is one that is free of foreign material, lumps, skins, sags, holidays, misses, strike-through, or insufficient coverage. It is a surface that is free of drips, spatters, spills, or over-spray which the contractors' workforce causes. *Compliance to meeting the criteria of a "properly painted surface" shall be determined when viewed without magnification at a distance of five feet or more under normal lighting conditions and from a normal viewing position.*

### CUSTOMER RESPONSIBILITY

Please take specific note of job description.

- Colors must be chosen one (1) week prior to start date. An additional cost will be charged for color or sheen changes made after commencement of work.
- Work area must be clean and free of debris. Please have fragile or breakable items and electronics moved out of work areas prior to the start of project.
- Exterior access to client's water and electricity are needed to operate our equipment.
- Client is responsible for trimming landscaping away from work areas to give workers safe access. We are not responsible for ground cover or foundation plants that are in the work area and may get over-sprayed or walked on to allow safe access by workers.
- Man lifts and other equipment used by contractor may leave impressions in the lawn/garden. We are not responsible for repairing these impressions. If client is concerned about this, please notify us before work begins and we will make additional accommodations at the client's sole expense.
- Occupants must vacate the work area while the job is in progress.
- Starting date is tentative and may be impacted by prior jobs or weather. Client changes to start date may require additional cost.
- **It is essential that the work area be available to us, free from other trades. As a result of trade interference, Trusted Painters LLC may leave the job and additional charges may be incurred.**
- **This contract is not considered paid in full unless a check is made payable to Trusted Painters LLC.**

- **Customer or their representative is to be available to meet with the foreman on the last day of the job.**

### CHANGE ORDERS

- If after you agree to this work, you desire any changes or additional work, please contact us as the cost of all revisions must be agreed upon in writing. Workers are instructed not to undertake additional work without authorization.
- Due to the concealed conditions of existing construction, it may be impossible to estimate the labor of removal and preparation necessary to achieve a properly painted surface. Under normal conditions defects can be removed properly without damage to the substrate; however, sometimes the substrate has not been sealed properly or other hidden conditions may exist. Due to these factors, added labor and material cost may become necessary. If these conditions exist, the owner will be notified before further work commences.

### ADDITIONAL MATERIALS

- Coverage of materials is estimated. Additional factors outside our control may affect material coverage (dryness of substrate, porosity of substrate, previously painted/unpainted substrate). When additional materials are needed to complete the project, client will be billed for additional materials at the same rate as in the original estimate. These material charges will be added to the client's final invoice.

### MISCELLANEOUS

- **ATTORNEY'S FEES TO TRUSTED PAINTERS LLC.** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, if Trusted Painters LLC shall prevail they shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.
- **CONSTRUCTION AND INTERPRETATION.** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.
- **MISUNDERSTANDINGS AND DISAGREEMENTS.** Once the project is contracted and work begins, the project can be canceled at any time by the customer or by the company if misunderstandings or disagreements cannot be resolved to the satisfaction of both parties. In such case, the customer will pay the company for labor time (at bill rate of \$100 an hour) and materials actually used to that point as determined by careful records kept by the company and provided to the customer. No other records will be used to determine actual time and materials other than those kept by the company. Full payment for actual time and materials is to be made at the time of project cancellation. Payment will be considered late every week after the date of cancellation and charged a 5% per week late payment fee. Acceptance of this proposal signifies agreement to these terms and conditions.
- **SOLICITATION OF EMPLOYEES OR SUBCONTRACTORS.** Client agrees to not solicit Trusted Painters LLC's employees or subcontractors for additional work, side work or future work with the purpose of circumventing the prior business relationship between Trusted Painters LLC. and the client.

### COST

- We propose to furnish material and labor - complete and in accordance with the above specifications for the sum of all as stated above. Individual tasks, if selected, may require additional pricing. Price is valid for thirty (30) days, unless otherwise noted.

### PAYMENT

- A deposit is required before work can begin. All deposits are nonrefundable. Trusted Painters LLC may, at their sole discretion on a case-by-case basis, refund a deposit.
- Final payment is due upon substantial completion of the project.
- In the event Customer shall fail to pay any periodic or installment payment due hereunder, Trusted Painters LLC may cease work without breach pending payment or resolution of any dispute. Failure to make payment within five (5) days from the due date of payment shall be deemed a material breach of this contract.

**ACCEPTANCE OF PROPOSAL**

- Your acceptance of this proposal is indicated by your signature, or alternatively, by clicking on the "Accept" button and signing virtually.
- This is only a proposal and your acceptance is subject to our approval in order to make this contract binding.
- We must have your signed copy in order to secure a start date.
- By signing this contract, I acknowledge that I have read and understand the terms of this proposal and am authorized to enter into contracts on behalf of my company or organization.



ESTIMATOR SIGNATURE

DATE

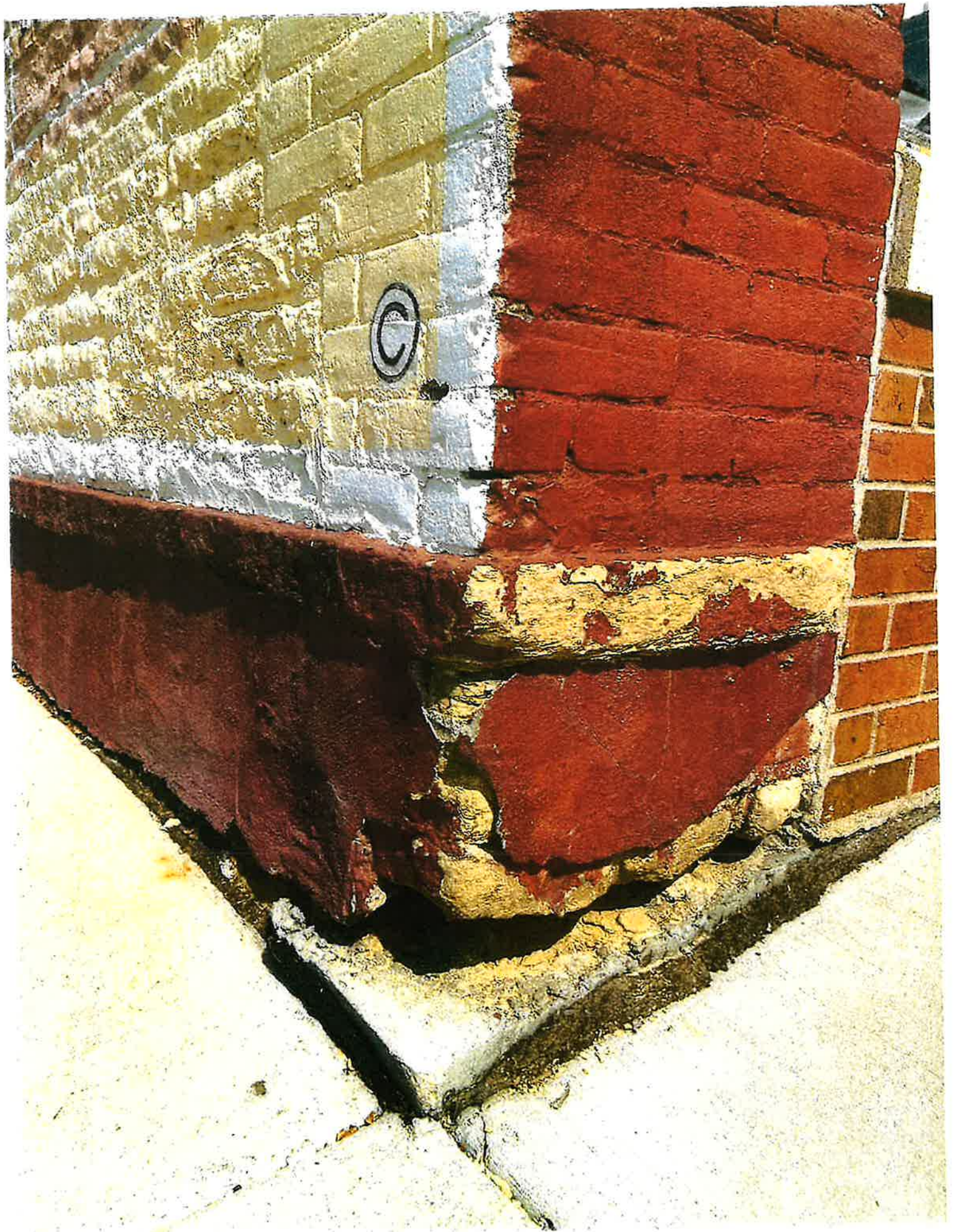
CUSTOMER SIGNATURE

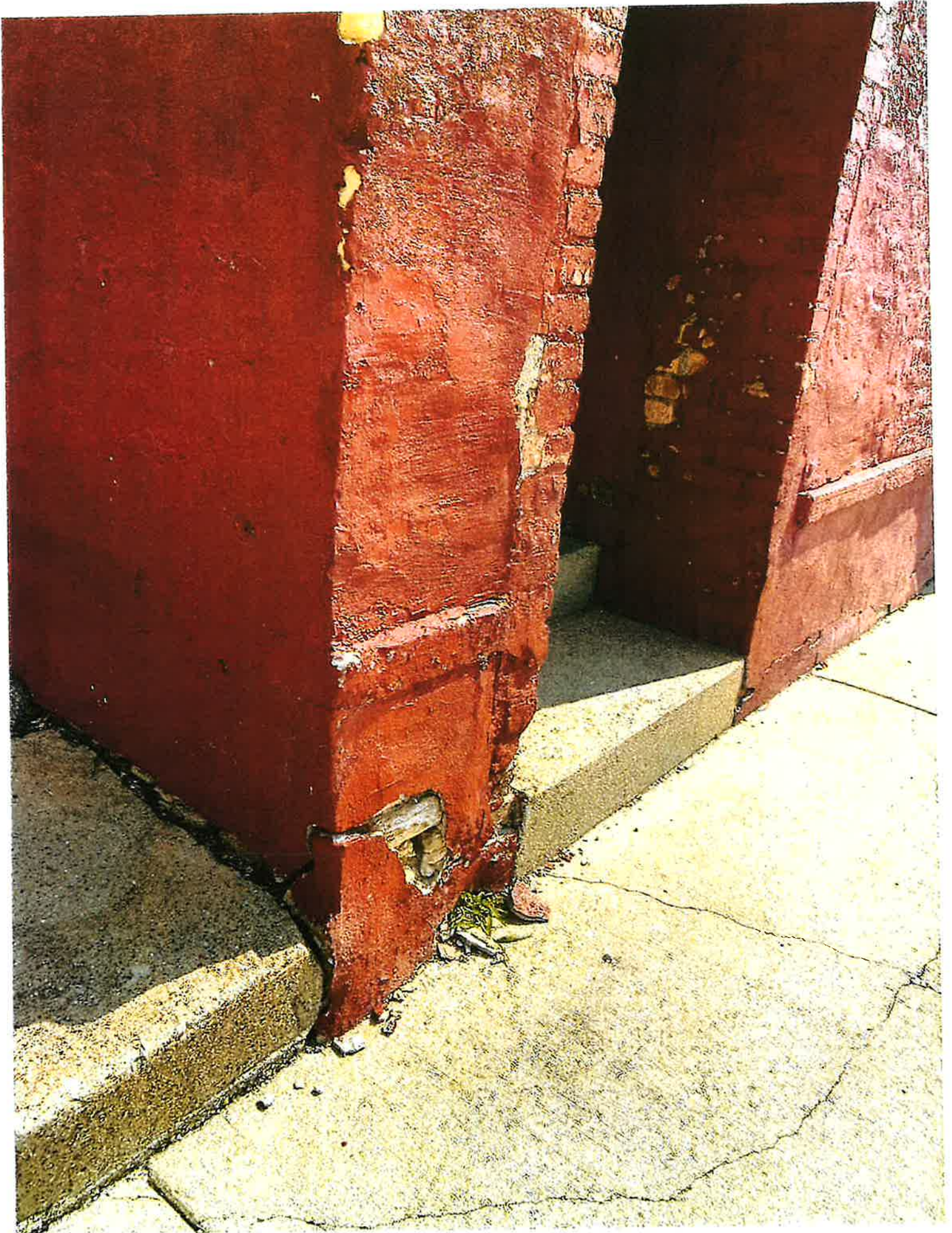
DATE

Estimate #1578 for Debbie Carlson  
Total value: \$8,091.00













## MEMO

**DATE:** July 1, 2024  
**TO:** Mayor and Members of the City Council  
**FROM:** City of Belvidere Planning and Zoning Commission  
**SUBJECT:** 2193 and 2211 Hawkey Drive, Tanner Industries Annexation

In 2017, The City Council approved the annexation of 2223 Hawkey Drive, which is owned and operated by Tanner Industries. Part of the catalyst for this annexation was for Tanner Industries to be able to access City water. Filtered water is a vital component to Tanner Industries' operations and their costs to import water is constantly increasing.

The Project Kelly development extended the City's water line down Hawkey Drive, allowing Tanner Industries the ability to connect to it. Recently, the two parcels to the west became available and Tanner Industries bought the land and building. Their intent is to renovate the building into a water treatment reverse osmosis system and storage of non-hazmat items. This will not only allow them access to the water they need but has the potential to alleviate some of the congestion on their current property.

Attached is a proposed annexation agreement that Tanner Industries has found acceptable. I recommend that the Committee of the Whole forward to City Council an ordinance approving the proposed annexation agreement as well as an ordinance annexing the 2.01 acres commonly known as 2193 and 2211 Hawkey Drive.

### Recommended Motions:

- 1) A motion to approve the annexation agreement between the City of Belvidere and Tanner Industries relating to 2193 and 2211 Hawkey Drive, Belvidere, IL 61008.
- 2) A motion to annex the territory consisting of 2193 and 2211 Hawkey Drive, Belvidere, IL 61008.

Please note that both will come back as separate ordinances. The annexation agreement will also require a public hearing.

## ANNEXATION AGREEMENT

This Agreement is made and entered into \_\_\_\_\_, \_\_\_\_\_,  
by and between the City of Belvidere, an Illinois Municipal Corporation located in Boone County,  
Illinois (The "City") and Tanner Industries Inc. (The "Owner(s)").

### WITNESSETH:

Whereas, The Owner(s) are holders of the title to parcels of property located in unincorporated Boone County, which property is legally described upon Exhibit "A" attached hereto and as shown on the Annexation Plat as Exhibit "B" attached hereto and referred to herein as "the Property;" and

Whereas, Owner(s) and the City (hereinafter collectively referred to as "Parties" and individually referred to as "Party") desire to enter into this Agreement pursuant to the provisions of Section 11-15.1-1 Et Seq., of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 Et Seq.) in accordance with the terms and conditions hereinafter set forth; and

Whereas, as of the date of this Agreement, the Property is contiguous to the corporate limits of the City and can be annexed to the City in accordance with currently applicable statutes and ordinances; and

Whereas, the Owner(s) have executed all petitions and other documents that are necessary to accomplish the annexation of the Property to the City and have caused the same to be filed with the City; and

Whereas, the Property has already been developed and improved as industrial property and the Owner intends to continue using the Property for industrial purposes; and

Whereas, a proposed Annexation Agreement, in substance and form the same as this Agreement, was submitted to the City by Owner(s) and Developer and a public hearing of the Mayor and City Council of the City of Belvidere was convened and properly conducted on \_\_\_\_\_, \_\_\_\_\_ to consider the petition for approval of this Annexation Agreement and said public hearing was held pursuant to notice as provided by statute; and

Whereas, all notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of the execution of this Agreement have been given, made, held and performed by the City as required by Section 65 ILCS 5/7-1-8 and Section 65 ILCS 5/11-15.1-1 et seq. of the Illinois Municipal Code and all other applicable state statutes and all applicable ordinances, regulations and procedures of the City; and

Whereas, the Belvidere Municipal Code provides that the Property will automatically be zoned as RH Rural Holding District zoning upon annexation to the City; and

Whereas, the Owner desires that the Property be re-zoned to the Planned Industrial Zoning District upon annexation to the City; and

Whereas, the City acknowledges that such zoning and use of the Property would be compatible with the planning and zoning objectives of the City; and,

Whereas, the Mayor and City Council of the City of Belvidere have, by a vote of two-thirds of the corporate authorities now holding office, directed the Mayor to execute, and the City Clerk to attest, this agreement on behalf of the City; and

Whereas, the City has determined that the annexation of the Property to the City on the terms and conditions hereinafter set forth serves the best interests of the City, will extend the corporate limits and jurisdiction of the City, will permit orderly growth, planning and development

of the City, will increase the tax base of the City, and will promote and enhance the general welfare of the City; and

Whereas, Owner(s) acknowledges the right of the City to approve or deny any annexation to the City and the City's right to cause an annexation agreement contain provisions more restrictive and/or less restrictive than the Ordinances of the Belvidere Municipal Code.

Now, Therefore, in consideration of the mutual covenants herein made and pursuant to the provisions of section 11-15.1-1 et seq. of the Illinois Municipal Code (65 ILCS 5/11-15.1-1) Owner, and City hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as if fully set forth.

2. Annexation. Subject to the provisions of Section 65 ILCS 5/7-1-8, as amended, the Parties respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the City. Promptly upon execution of this Agreement, the City Council shall adopt an ordinance annexing the Property subject to the terms and conditions of this Agreement.

3. City Zoning. Upon execution of this Annexation Agreement, pursuant to 65 ILCS 5/11-15.1-2.1, the Property will be automatically zoned Rural Holding (RH). Upon execution of this Annexation Agreement the City and Owner shall cause the Property to be re-zoned to the City's Planned Industrial District. Further, Owner agrees that the following conditions and covenants shall apply to the Property and shall be made a part of all final plats and run with the land:

A. No sexually oriented business will operate on the Property, including but not limited to, adult arcades, bookstores, video stores, cabaret, motels, motions picture theaters, theaters, etc.

B. No stone quarries, gravel quarries, stone crushing, gravel crushing, concrete batch plant, and asphalt ready mix batch plants shall operate on the Property.

4. Sanitary Sewer Service. The City will allow Owner to extend and connect to the City-operated sanitary sewer system according to the preliminary design plan and specifications shown on the attached Exhibit D which is incorporated herein. Prior to commencing construction, Owner will submit final engineering plans for review and approval by the City's Department of Public Works (Public Works) and the Illinois Environmental Agency (IEPA). If necessary, the City shall execute IEPA permits for the extension of municipal utilities, after submittal of the final engineering plans to Public Works with the understanding that the execution of said applications shall not be considered as approval of the final engineering plans. Owner shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. Prior to commencing construction, Owner shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin, and other fees as required by City ordinance, resolution or policy. Owner further agrees that, prior to connection to the City's sanitary sewer system, Owner shall cause the Property to be disconnected from the any sanitary district having jurisdiction. The City shall not be obligated to allow connection to its system until said disconnection is obtained.

5. Water Service. The City will allow Owner(s) to extend and connect to the City operated water main system according to the preliminary design plan and specifications shown on the attached Exhibit F which is incorporated herein. Prior to commencing construction, Owner(s) will submit final engineering plans for review and approval by the City's Department of Public Works (Public Works) and the Illinois Environmental Agency (IEPA). If necessary, the City shall execute IEPA permits for the extension of municipal utilities, after submittal of the final

engineering plans to Public Works with the understanding that the execution of said applications shall not be considered as approval of the final engineering plans. Owner(s) shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. Prior to commencing construction, Owner(s) shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin and other fees as required by the City. The connection fees, as of the date of this Agreement, are shown on the attached Exhibit G, but may be amended time to time by the City. Owner(s) shall do all steps necessary to disconnect the Property from any other unit of local government providing water service.

6. Signage. Owner(s) shall not erect, construct or allow another to erect or construct any sign of any nature at any location on the Property except as permitted by the Belvidere Municipal Code.

7. Construction. Owner(s) agrees that all construction on the Property will be in accordance with the Belvidere Municipal Code, including but not limited to the City's Building Codes, Subdivision Codes and Zoning Codes, as amended and in effect at the time of issuance of building permit or other relevant permit. No structure or building shall be constructed within a one-hundred-year flood plain without specific written consent of the City. Owner shall not subdivide or re-develop the Property in the future without the specific written consent of the City which consent shall not be unreasonably withheld. In the event of such a subdivision or re-development in the future, Owner agrees that the property will only be subdivided or re-developed as a part of a Planned Development (special use). Approval of this Agreement, or any site plan or other plat included or referenced herein, shall not be construed or interpreted as approval of either a preliminary plat or a final plat or of any planned unit development.

Owner shall construct and complete all public improvements required by this Agreement, those bonded and required by the City's subdivision control ordinance and any other public improvements, including but not limited to, sidewalks, streets and sewer and water mains, within eighteen (18) months of approval of any final plat of subdivision or planned development or if there is no subdivision or planned development, within such time as permitted by a relevant permit. At such time as Owner believes that all public improvements are ready to be dedicated to the City, or that portion of public improvements within any final plat, representatives of the City and Owners shall meet and inspect the public improvements to be dedicated and shall create a punch list of those items to be completed or corrected prior to acceptance of the public improvements by the City. These punch list items shall be completed within thirty (30) days from the date of the inspection. If all public improvements are not completed within the time allowed, or the punch list items are not completed to the City's satisfaction within the time allowed, the City may deny any future permits for the Property or may revoke any existing permits until such time as the improvements are complete and accepted by the City. This remedy is cumulative, in addition to, and distinct from any other remedy the City may have, including but not limited to, remedies under any surety and other remedies contained within this Agreement.

8. Drainage. Owner shall provide detention and storm water management as required by the City's Zoning and Subdivision Control Ordinances and any other Federal, State or local law or regulation.

9. Off-Site Improvements. All off-site improvements shall be in compliance with the Belvidere Municipal Code, including but not limited to the Subdivision Ordinance and any other directives from the City and shall be constructed in accordance with the specifications and preliminary design plan shown on the attached Exhibit "I" which is incorporated herein and any

approved final plat. Prior to commencing construction, Owner shall submit final engineering plans for review and approval to the Department of Public Works and, if abutting a state road, to the Illinois Department of Transportation or any other government agency having jurisdiction and control over said road. Owner shall not commence construction until final engineering plans are approved by Public Works and all other applicable agencies.

10. Fees.

A. As a condition of this Agreement, Owner agrees to pay and/or donate, or cause to be paid and/or donated cash contributions as set forth on Exhibit J which is incorporated herein by reference. Owner agrees that the public entity receiving a cash payment and/or donation as identified on Exhibit J may use the cash and/or donation for any public purpose. Owner further agrees that the cash payment and /or donation represents a voluntary payment and/or donation, which is contractual in nature and is an agreed upon condition of annexation and this Agreement. Owner, its successors and assigns therefore waive any defenses with respect to these fees, and any other fees identified in this Agreement, and further agrees not to challenge these fees at a later date. Owner agrees that, while these fees are agreed to as a part of a contractual obligation to induce the City to execute this Agreement, the fees may also serve to offset the proposed development's impact on the applicable entity, that the impact is uniquely and directly attributable to the proposed development and that the amount of the payment and/or donation is appropriate given the anticipated impact of the development.

B. Owner, and on behalf of their successors and assigns hereby irrevocably bind themselves to refrain from making any claim or demand, or to commence, cause or permit to be prosecuted any action in law or equity against any person or entity on account of any payment or donation described in this Agreement .



11. Legal, Engineering, and Planning Costs. Owner agrees to pay the City's costs of enforcing this Agreement or any applicable zoning ordinance or other City ordinance or code with respect to the development of the Property, including but not limited to the City's reasonable attorneys' fees, consultants' fees and other professional costs incurred in said enforcement.

12. No Partnership: The City does not, in any way or for any purpose, become a partner, employer, principal, agent or joint venturer of or with the Owner.

13. Indemnification: The Parties agree that the Owner(s) shall indemnify, defend and hold the City, its officers, employees, and elected and appointed officials harmless from any damages, claims, or causes of action which are in any way related to their activities in developing or operating the Property. These indemnities are not intended, and shall not limit, modify or circumvent the Illinois Governmental and Governmental Tort Immunities Act.

14. Ordinances. The Owner shall abide by all ordinances, resolutions, regulations, policies and laws of the City, including but not limited to, the City's subdivision code and zoning code, in effect at the execution of this Agreement and as may be subsequently amended.

15. Remedies. Either party may enforce this Agreement by any action or proceeding at law or in equity, and may exercise any remedy at law or in equity. The parties agree that any action relating to this Agreement shall be brought in the Circuit Court for the 17<sup>th</sup> Judicial Circuit Boone County, Illinois and both parties submit to jurisdiction and venue in that Court. Notwithstanding the foregoing, before any failure of either party to this Agreement to perform its obligations under this agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty

(30) days of receipt of such notice. Notwithstanding the foregoing, if the Owner does not pay any fee or cost provided in this Agreement, the City may withhold the issuance of building permits until payment is received, or if the appropriate deposit is not deposited, withhold approval of any annexation, plat of subdivision, or special use until said deposit is delivered.

16. Amendment. The parties agree that this Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by adoption of a resolution by the City approving said amendment as provided by law, and the execution of said amendment by the parties or their successors in interest. Provisions which vary the standard terms of this Agreement are located in Exhibit "K" which is incorporated herein and shall contain a separate signature of the parties.

17. Costs, Expenses, and Fees. The Owner shall pay the current annexation fees authorized in the Belvidere Municipal Code to the City, which have been or shall be incurred as a result of the petitioner's request herein at time of filing Owner's petition for Annexation. Also, prior to annexation, the Owner(s) shall pay to the City any amount due a fire protection district pursuant to 70 ILCS 705/20, as amended. Owner(s) shall pay the entire amount which may be due a fire protection district prior to annexation regardless of when the monies may actually become due to the fire protection district.

18. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end all provisions, covenants or portions of this Agreement are declared to be severable.

19. Addresses for Notices. All notices and other communications in connection with this agreement shall be in writing, and any notice, communication or payment hereunder shall be

deemed delivered to the addresses thereof two (2) days after deposit in any main or branch United States Post Office, certified or registered mail, postage prepaid, or one (1) day after deposit thereof with any nationally known and reputable overnight courier service, delivery charges prepaid, or on the date of delivery, if personally delivered, or transmitted by facsimile with confirmation of transmittal, in any case, addressed to the parties respectively as follows:

If to Owner: John Long  
Tanner Industries Inc.  
735 Davisville Rd.  
3<sup>rd</sup> Floor  
Southampton, PA 18966

If to City: City Clerk  
City of Belvidere  
401 Whitney Blvd.  
Belvidere, Illinois 61008

With Copy to: City Attorney  
City of Belvidere  
401 Whitney Blvd.  
Belvidere, Illinois 61008

By notice complying with the requirement of this paragraph, each party shall have the right to change the address or addressee for all further notices, other communications and payment to such party; provided, however, that no notice of a change of address, addressee or both shall be effective until actually received.

20. Entire Agreement. This Agreement supersedes all prior agreements, negotiations and exhibits and is a full integration of the entire agreement of the parties.

21. Survival. The provisions contained herein shall survive the annexation of the property and shall not be merged or expunged by the annexation of the property or any part hereof to the City.

22. Successors and Assigns. This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors in title and their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the City and successor municipalities. The term Owner's in this Agreement is deemed to include the existing Owner's at the time of execution as well as all future Owner's, successors, grantees, lessees and assigns. Owners agree to record this Agreement at the Boone County Records office immediately upon its execution.

23. Term of Agreement. This agreement shall be binding upon the parties and their respective successors and assigns for the term of thirty years, commencing as of the date hereof, and for such further term as may hereinafter be authorized by statute or by ordinance of the City. The Parties acknowledge and agree that the thirty year term is in derogation of state law as applied to non-home rule units and that the thirty year term is being agreed upon pursuant to the City's powers as a home rule unit of government. In the event that a court of competent jurisdiction rules that the City lacks authority for a greater than twenty year annexation agreement then the statutory term of twenty years shall be applied.

24. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

25. Disconnection. If the property fails to become annexed to the City for any reason or if the property is annexed into another municipality, the City shall have the right to immediately, without notice, disconnect the sanitary sewer service and the water service permitted under this agreement. Failure of the City to promptly disconnect such service does not constitute a waiver of this provision. Furthermore, Owner, and on behalf of their successors and assigns, agrees to refrain

from making any claim or demand, or to commence, cause or permit to be prosecuted any action in law or equity against the City on account of disconnection pursuant to this section.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

**CITY:**  
City of Belvidere,  
an Illinois Municipal Corporation

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

ATTEST:

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

**OWNERS:**  
(Being the owners of the property  
and currently fifty one percent of the  
electors.)

Tanner Industries LLC

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

Subscribed and Sworn to  
before me this \_\_\_\_\_ day.  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



**EXHIBIT LIST**

- A) LEGAL DESCRIPTION
- B) ANNEXATION PLAT
- C) SITE PLAN
- D) PRELIMINARY SEWER DESIGN PLAN
- E) SEWER FEES
- F) PRELIMINARY WATER DESIGN PLAN
- G) WATER FEES
- H) PRELIMINARY PLAT
- I) OFF-SITE ROAD IMPROVEMENTS
- J) EXACTION FEE SCHEDULE
- K) ADDENDUM OF MODIFICATIONS TO STANDARD AGREEMENT
- L) PLANNED COMMUNITY DEVELOPMENT

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

**PROPERTY ADDRESS: 2211 & 2193 Hawkey Drive, Belvidere**

**TAX CODE NO.: 05-33-100-024 and 05-32-200-033**

The East 132 feet of lot 12 of Belford Industrial Park, as Subdivision in part of the East Half (1/2) of Section 32 and the West Half (1/2) of Section 33, Township 44 North, Range 3 East of the Third Principal Meridian, Boone County, Illinois as recorded on April 10, 1974 in Book 12 of Plats on Page 30 and 31 as Document No. 74-738 in the Boone County Recorder's Office AND the West 135 feet of Lot 14 of the replat of Lot 14 of Belford Industrial Park, a Subdivision in part of the East Half (1/2) of Section 32 and West Half (1/2) of Section 33, Township 44 North, Range 3 East of the Third Principal Meridian, Boone County, Illinois as recorded December 23, 1974 as Document No. 74-2773 in the Boone County Recorder's Office, the above described property contains 2.023 acres, more or less, subject to all easements, agreements, county codes and/or ordinances of record, if any, all situated in the Township of Belvidere, the County of Boone and State of Illinois.

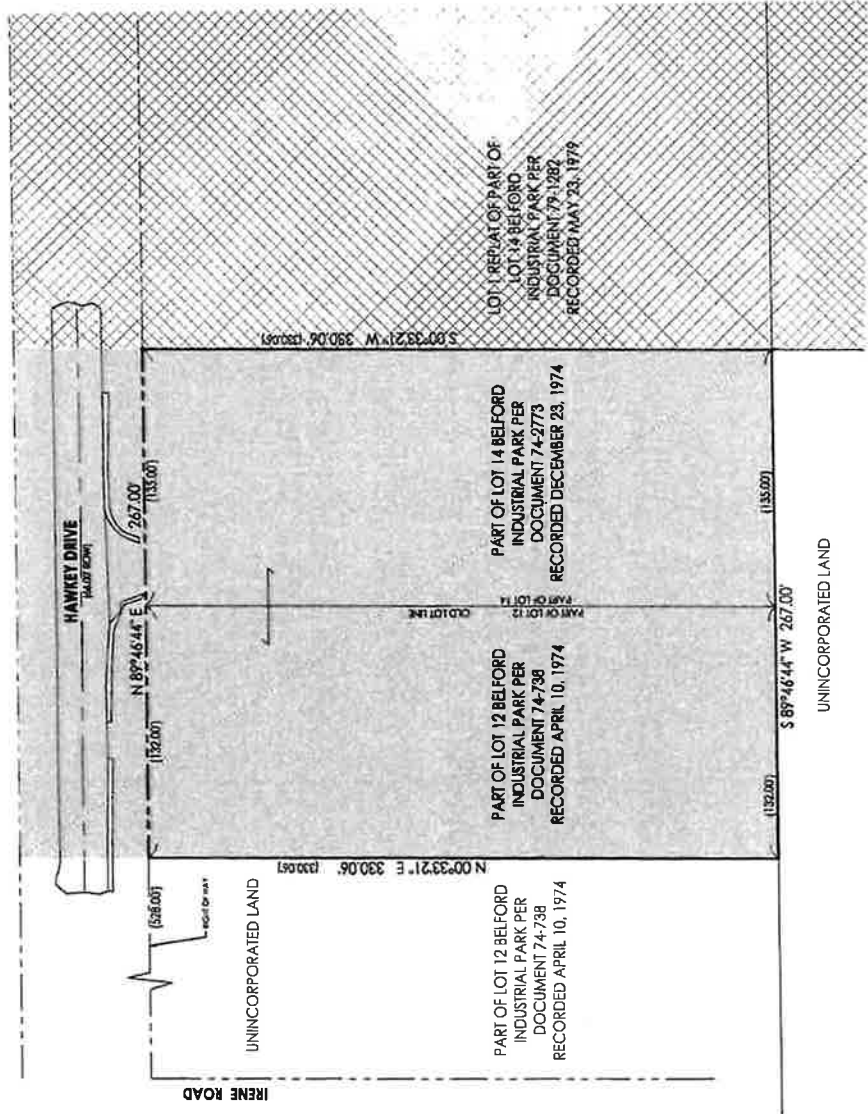
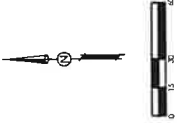


**EXHIBIT B**  
**ANNEXATION PLAT**

# PLAT OF ANNEXATION

THE EAST 132 FEET OF LOT 12 OF BELFORD INDUSTRIAL PARK, A SUBDIVISION IN PART OF THE EAST HALF (1/2) OF SECTION 32 AND THE WEST HALF (1/2) OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOONE COUNTY, ILLINOIS AS RECORDED ON APRIL 10, 1974 IN BOOK 12 OF PLATS ON PAGE 30 AND 31, AS DOCUMENT NO. 74-738 IN THE BOONE COUNTY RECORDER'S OFFICE AND THE WEST 135 FEET OF LOT 14 OF THE REPLAT OF LOT 14 OF BELFORD INDUSTRIAL PARK, A SUBDIVISION IN PART OF THE EAST HALF (1/2) OF SECTION 32 AND THE WEST HALF (1/2) OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOONE COUNTY, ILLINOIS AS RECORDED DECEMBER 23, 1974 AS DOCUMENT NO. 74-2773 IN THE BOONE COUNTY RECORDER'S OFFICE. THE ABOVE DESCRIBED PROPERTY CONTAINS 2.023 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS, AGREEMENTS, COUNTY CODES AND/OR ORDINANCES OF RECORD, IF ANY, ALL SITUATED IN THE TOWNSHIP OF BELVIDERE, THE COUNTY OF BOONE AND STATE OF ILLINOIS.

2211 & 2193 HAWKEYE DRIVE, BELVIDERE, IL 61008 PIN: 05-33-100-024 & 05-32-200-033  
 AREA = 88,118 SQUARE FEET OR 2.023 ACRES MORE OR LESS



AREA TO BE ANNEXED TO THE CITY OF BELVIDERE



AREA WITHIN THE CITY OF BELVIDERE



**NOTE:**

1. THESE MAPS BE UNDERSTOOD TO BE SUBJECT TO ALL EXISTING RECORDS.
2. COMPASS AND PLUMB LINE BEING USED AND EVERY LINE BEING PLACED IN FORCE.
3. NO DIMENSIONS ARE TO BE ADJUSTED BY LOCAL MEASUREMENTS.
4. THE PLAT OF BELVIDERE VOTES THROUGH THE STATE AND COUNTY BOUNDARY OF THE CITY OF BELVIDERE.
5. EXCESS SURFACE AREAS DIMENSIONS IN PARENTS, UNINCORPORATED AREAS TO BE RECORDED.
6. DATE OF RECORDING IS 10/10/2021.

**SURVEYOR'S CERTIFICATE**

DATE OF SURVEY: 10/10/2021  
 COUNTY OF BOONE, ILLINOIS

I, JAMES W. HARRIS, A PROFESSIONAL SURVEYOR IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF ILLINOIS AND THAT I AM THE AUTHOR OF THE ABOVE PLAT AND THAT I HAVE BEEN DULY QUALIFIED BY THE BOARD OF SURVEYING AND MAPPING IN THE STATE OF ILLINOIS.



FOR REVIEW

CEC CONSULTING, INC.  
 1111 S. WASHINGTON ST., SUITE 200  
 BELVIDERE, IL 61008

EXPIRES 11/03/2024

CLIENT: TANNER INDUSTRIES

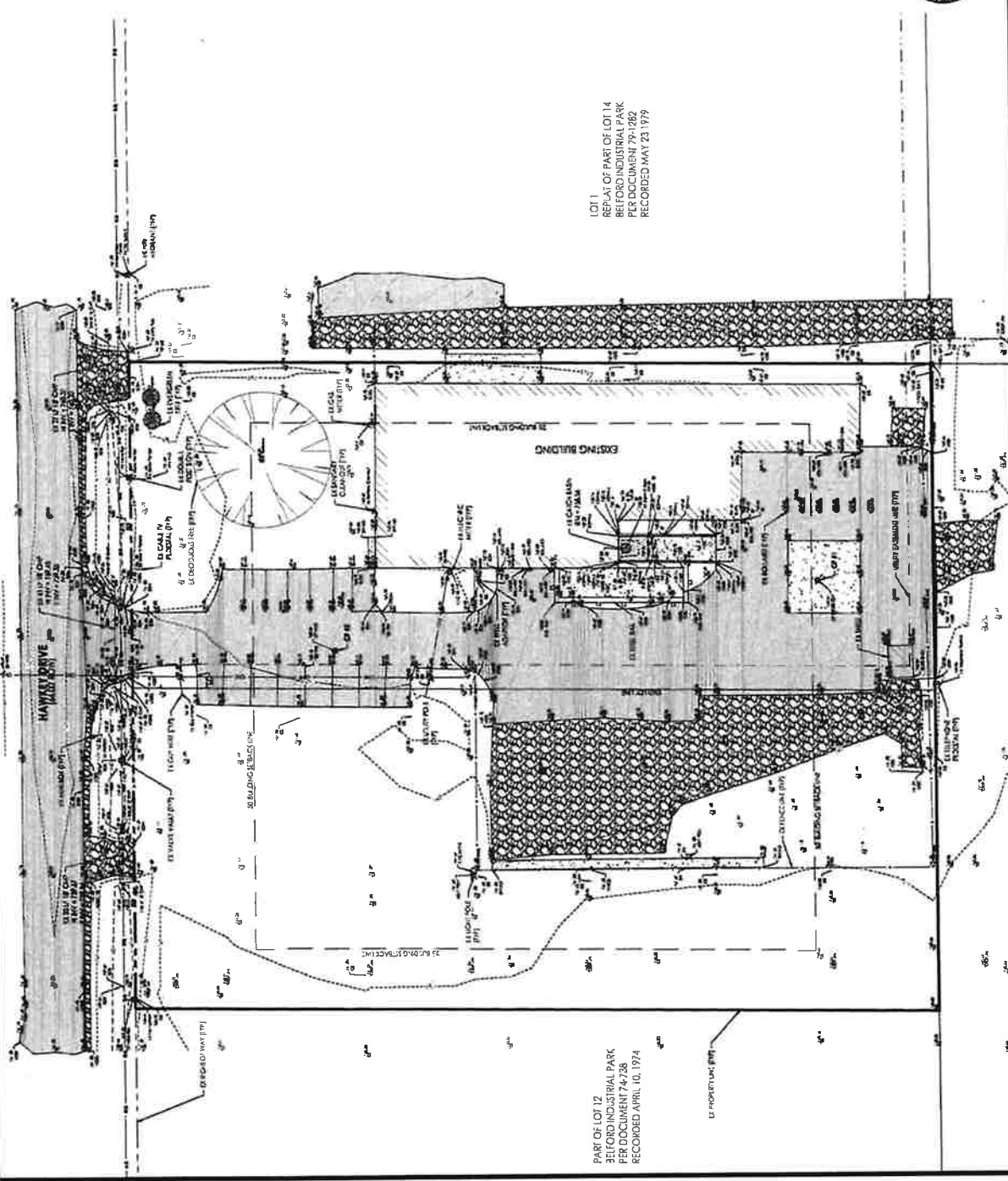
CITY OF BELVIDERE BOONE COUNTY, ILLINOIS

|                 |            |           |            |       |        |
|-----------------|------------|-----------|------------|-------|--------|
| DATE:           | 10-10-2021 | DRAWN BY: | JWH        | SHEET | 1 OF 1 |
| PROJECT NUMBER: | 5487       | DATE:     | 10/10/2021 |       |        |

# **EXHIBIT C**

## **SITE PLAN**





LOT 1  
 PART OF PART OF LOT 14  
 BEYOND INDUSTRIAL PARK  
 PER DOCUMENT 79-1989  
 RECORDED MAY 23 1979

PART OF LOT 12  
 BEYOND INDUSTRIAL PARK  
 PER DOCUMENT 74-738  
 RECORDED APRIL 10, 1974

- NOTES:**
1. SETTING FORDCUMBY TOWN PERMITS BY CONDITIONS AS STATED BY C.E.S., INC. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CONDITIONS FROM THE CITY OF FORDCUMBY AND THE STATE OF MISSISSIPPI.
  2. THE INDICATIONS IN THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED AND FOR OBTAINING ALL NECESSARY PERMITS AND CONDITIONS FROM THE CITY OF FORDCUMBY AND THE STATE OF MISSISSIPPI.
  3. SETTING CONDITIONS AND DIMENSIONS SHALL BE BASED ON THE CONDITIONS AS STATED BY C.E.S., INC. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CONDITIONS FROM THE CITY OF FORDCUMBY AND THE STATE OF MISSISSIPPI.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CONDITIONS FROM THE CITY OF FORDCUMBY AND THE STATE OF MISSISSIPPI.

| CP # | NORTHING  | EASTING   | ELEVATION | DESCRIPTION |
|------|-----------|-----------|-----------|-------------|
| 1    | 2000.7180 | 8000.0000 | 102.01    | CP          |
| 2    | 2000.7180 | 8000.0000 | 102.01    | CP          |

| DATE | BY | DESCRIPTION |
|------|----|-------------|
|      |    |             |
|      |    |             |
|      |    |             |
|      |    |             |

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**CES, INC.**  
 A PROFESSIONAL LANDSCAPE ARCHITECTURE FIRM  
 2211 & 2793 Hawkeye Dr., Topo & Boundary  
 Existing Conditions and Demolition Plan

PROJECT NO. 24-0001  
 SHEET NO. 2 OF 2

**EXHIBIT D**

**PRELIMINARY SEWER PLAN**

Owner(s) shall extend the City owned sanitary sewer main from its current terminus (located at the intersection of Indy Drive and Hawkey Drive) approximately 650 lineal feet to the far West side of the Property at Owner(s) cost pursuant to designs and engineering prepared by Owner(s) and approved by the City. Upon completion, and City acceptance, of the extended sanitary sewer main, the extended sanitary sewer main shall automatically be deemed dedicated to the City of Belvidere. Owner(s) agree to execute any documents necessary to effectuate the dedication.

## **EXHIBIT E SEWER FEES**

**Owner(s) shall pay the Sewer Connection Fees and other fees of general applicability at the rate then in effect at the time of the earlier to occur of annexation, issuance of a building permit lot or approval of any Plat of Subdivision or Planned Unit Development. All applicable recapture fees shall be paid immediately upon annexation.**

**EXHIBIT F**  
**PRELIMINARY WATER DESIGN PLAN**  
**NOT APPLICABLE**



## **EXHIBIT G**

### **WATER FEES**

Owner(s) shall pay the Water Connection Fees, and other fees of general applicability at the rate then in effect at the time of the earlier to occur of issuance of a building permit or approval of any Plat of Subdivision or Planned Unit Development. All applicable recapture fees including, but not limited to those imposed by Ordinance 675H, shall be paid immediately upon annexation.

**EXHIBIT I**

**OFFSITE IMPROVEMENTS**

**OTHER THAN WATER AND SEWER EXTENSIONS, NOT APPLICABLE AS THE  
SUBDIVISION IS ALREADY CONSTRUCTED.**

## EXHIBIT J

### EXACTION FEE SCHEDULE

The fees identified in this Exhibit, as well as other fees identified in this Agreement, represent the fees in effect at the time of annexation. The Parties agree that the Owner, its assigns and successors shall pay the identified fees at the time of annexation. Owner further agrees that the cash payment and/or donation represents a voluntary payment and/or donation, which is contractual in nature and is an agreed upon condition of annexation and this Agreement. Owner, its successors and assigns therefore waive any defenses with respect to these fees, and any other fees identified in this Agreement, and further agrees not to challenge these fees at a later date. Owner agrees that, while these fees are agreed to as a part of a contractual obligation to induce the City to execute this Agreement, the fees may also serve to offset the proposed development's impact on the applicable entity, that the impact is uniquely and directly attributable to the proposed development and that the amount of the payment and/or donation is appropriate given the anticipated impact of the development.

- 1) Tornado Siren Planning and Capital Improvements: \$50.00 per acre
- 2) Bike Path Planning and Capital Improvements: \$50.00 per acre
- 3) Well Site/Reservoir Planning and Improvements: \$50.00 per acre
- 4) Sewer System Planning and Expansion: \$50.00 per acre
- 5) Three Percent Inspection Fee: Three Percent of value of public improvements payable prior to release of final plat
- 6) Police, Fire and Public Works: See Attached Schedule
- 7) Intentionally Blank
- 8) IDA Public Library: \$80.00 per lot (per unit in multi-family).
- 9) Storm Water Basin Fee: \$50.00
- 10) Other Basin Fees:
- 11) Owner also agrees to pay such other fees, of general applicability, as set by City ordinance or policy, including but not limited to, building permit fees, connection fees, Fire Inspection Fees etc.
- 12) Owner agrees to pay, upon annexation, any applicable recapture previously adopted by the City or as set forth in this Agreement.

**CITY OF BELVIDERE  
PARK IMPACT FEE FORMULA**

6.25 Acres per 1,000 population  
0.00625 Acres Per Person

Land Value Per Acre            \$120,000.00

| Housing Type:                 | People Per Unit | Acres Per Person | Acres Per unit | Value of Land | Fee        |
|-------------------------------|-----------------|------------------|----------------|---------------|------------|
| <b>Apartments</b>             |                 |                  |                |               |            |
| 1 Bedroom                     | 1.758           | 0.00625          | 0.010988       | \$120,000.00  | \$1,318.50 |
| 2 Bedroom                     | 1.914           | 0.00625          | 0.011963       | \$120,000.00  | \$1,435.50 |
| 3 Bedroom                     | 3.053           | 0.00625          | 0.019081       | \$120,000.00  | \$2,289.75 |
| <b>Single Family Attached</b> |                 |                  |                |               |            |
| 1 Bedroom                     | 1.193           | 0.00625          | 0.007456       | \$120,000.00  | \$894.75   |
| 2 Bedroom                     | 1.990           | 0.00625          | 0.012438       | \$120,000.00  | \$1,492.50 |
| 3 Bedroom                     | 2.392           | 0.00625          | 0.014950       | \$120,000.00  | \$1,794.00 |
| 4 Bedroom                     | 3.145           | 0.00625          | 0.019656       | \$120,000.00  | \$2,358.75 |
| <b>Single Family Detached</b> |                 |                  |                |               |            |
| 2 Bedroom                     | 2.017           | 0.00625          | 0.012606       | \$120,000.00  | \$1,512.75 |
| 3 Bedroom                     | 2.899           | 0.00625          | 0.018119       | \$120,000.00  | \$2,174.25 |
| 4 Bedroom                     | 3.764           | 0.00625          | 0.023525       | \$120,000.00  | \$2,823.00 |
| 5 Bedroom                     | 3.770           | 0.00625          | 0.023563       | \$120,000.00  | \$2,827.50 |

**CITY OF BELVIDERE  
CONSERVATION DISTRICT IMPACT FEES**

12 Acres per 1,000 population  
0.012 Acres Per Person

Land Value Per Acre                      \$20,700.00

| Housing Type:                 | People Per Unit | Acres Per Person | Acres Per unit | Value of Land | Fee      |
|-------------------------------|-----------------|------------------|----------------|---------------|----------|
| <b>Apartments</b>             |                 |                  |                |               |          |
| 1 Bedroom                     | 1.758           | 0.012            | 0.021096       | \$20,700.00   | \$436.69 |
| 2 Bedroom                     | 1.914           | 0.012            | 0.022968       | \$20,700.00   | \$475.44 |
| 3 Bedroom                     | 3.053           | 0.012            | 0.036636       | \$20,700.00   | \$758.37 |
| <b>Single Family Attached</b> |                 |                  |                |               |          |
| 1 Bedroom                     | 1.193           | 0.012            | 0.014316       | \$20,700.00   | \$296.34 |
| 2 Bedroom                     | 1.99            | 0.012            | 0.02388        | \$20,700.00   | \$494.32 |
| 3 Bedroom                     | 2.392           | 0.012            | 0.028704       | \$20,700.00   | \$594.17 |
| 4 Bedroom                     | 3.145           | 0.012            | 0.03774        | \$20,700.00   | \$781.22 |
| <b>Single Family Detached</b> |                 |                  |                |               |          |
| 2 Bedroom                     | 2.017           | 0.012            | 0.024204       | \$20,700.00   | \$501.02 |
| 3 Bedroom                     | 2.899           | 0.012            | 0.034788       | \$20,700.00   | \$720.11 |
| 4 Bedroom                     | 3.764           | 0.012            | 0.045168       | \$20,700.00   | \$934.98 |
| 5 Bedroom                     | 3.77            | 0.012            | 0.04524        | \$20,700.00   | \$936.47 |

**CURRENT**

**POLICE FIRE PUBLIC WORKS  
ANNEXATION IMPACT FEES**

The following impact fees shall be assessed on a per dwelling unit (DU) basis in all Annexations resulting in the subdivision of land. Fees are based upon the cost of operating each department divided by total population and multiplied by the anticipated impact of the development.

Fees shall be paid by the Owner, or his successor prior to approval of any final plat or no later than 19 years after execution of the Annexation Agreement, whichever is earlier. Alternatively, the City and Owner may agree that these fees may be paid at the Police, Fire and Public Works impact fees may be paid at the time a building permit is issued at the then current impact fee rate plus 10%.

POPULATION 23532  
Persons per dwelling 2.932

**RESIDENTIAL DEVELOPMENT**

**I. POLICE**

|                    |                |
|--------------------|----------------|
| General Operations | \$4,858,651.00 |
| Capital Funds      | \$373,214.00   |
| Building Fund      | \$750,000.00   |
| PSB Expenses       | \$538,772.00   |
| sub total          | \$6,518,637.00 |

Total Expenditures / Population = Cost Per Person  
\$6,518,637.00 / 23532 = \$277.01

CPP x PPD POLICE IMPACT FEE  
\$812.20 per du

**II FIRE**

|                    |                |
|--------------------|----------------|
| General Operations | \$3,172,653.00 |
| Capital Funds      | \$575,000.00   |
| Building Fund      | \$2,000,000.00 |
| sub total          | \$5,747,653.00 |

Total Expenditures / Population = Cost Per Person  
5,747,653.00 / 23,532.00 = 244.25

CPP X PPD FIRE IMPACT FEE  
\$716.14 per du

**III PUBLIC WORKS**

|                    |                |
|--------------------|----------------|
| General Operations | \$166,627.00   |
| Streets            | \$1,280,275.00 |
| Street Lighting    | \$226,198.00   |
| MFT Expenditures   | \$809,832.00   |
| Capital Funds      | \$214,000.00   |
| sub total          | \$2,696,932.00 |

Total Expenditures / Population = Cost Per Person  
\$2,696,932.00 / 23,532.00 = \$114.61

CPP x PPD PUBLIC WORKS IMPACT FEE  
\$336.03 per due

**TOTAL RESIDENTIAL IMPACT FEE** **\$1,864.36** per du plus 10% admin Fee if paid at Building permit

**COMMERCIAL DEVELOPMENT**

Commercial Development Impact Fees are assessed on a per unit basis (i.e., a commercial development with 5 individual stores will pay 5 impact fees. A commercial development in the form of a 4 unit strip mall all under one roof would pay 4 impact fees. For purposes of assessing Commercial Impact Fees, it is assumed that each unit will have the same impact as a single residential unit.

Fees shall be paid by the Owner, or his successor, prior to approval of any final plat or no later than 19 years after execution of the Annexation Agreement, whichever is earlier. Alternatively, the City and Owner may agree that the the Police, Fire and Public Works impact fees may be paid at the time a building permit is issued at the then current impact fee rate plus 10%.

I. POLICE \$812.20  
II. FIRE \$716.14  
III. PUBLIC WORKS \$336.03

**TOTAL COMMERCIAL F** **\$1,864.36** per unit plus 10% admin Fee if paid at Building permit

BELVIDERE SCHOOL DONATION FORMULA

|                          | Acres/School | Max. Students | Acres/Student |
|--------------------------|--------------|---------------|---------------|
| Elementary School        | 16           | 600           | 0.026667      |
| Junior High<br>7th & 8th | 30           | 900           | 0.033         |
| High School              | 70           | 1500          | 0.047         |

|             | Acres/School | \$/Acre      | \$ per student |
|-------------|--------------|--------------|----------------|
| Elementary  | 0.026667     | \$120,000.00 | \$3,200.00     |
| Junior High | 0.033        | \$120,000.00 | \$4,000.00     |
| High School | 0.047        | \$120,000.00 | \$5,600.00     |

STUDENT RATIO/UNIT

|             | 1 Bed.<br>Apartment<br>\$/Student | Student/Apt. | Fee     |
|-------------|-----------------------------------|--------------|---------|
| Elementary  | \$3,200.00                        | 0.002        | \$6.40  |
| Junior High | \$4,000.00                        | 0.001        | \$4.00  |
| High School | \$5,600.00                        | 0.001        | \$5.60  |
| TOTAL       |                                   |              | \$16.00 |

|             | 2 Bed Apartment |       |          |
|-------------|-----------------|-------|----------|
| Elementary  | \$3,200.00      | 0.086 | \$275.20 |
| Junior High | \$4,000.00      | 0.042 | \$168.00 |
| High School | \$5,600.00      | 0.046 | \$257.60 |
| TOTAL       |                 |       | \$700.80 |

|             | 3 Bed Apartment |       |            |
|-------------|-----------------|-------|------------|
| Elementary  | \$3,200.00      | 0.234 | \$748.80   |
| Junior High | \$4,000.00      | 0.123 | \$492.00   |
| High School | \$5,600.00      | 0.118 | \$660.80   |
| TOTAL       |                 |       | \$1,901.60 |

|             | 1 Bed S.F. Attached |       |          |
|-------------|---------------------|-------|----------|
| Elementary  | \$3,200.00          | 0.014 | \$44.80  |
| Junior High | \$4,000.00          | 0.018 | \$72.00  |
| High School | \$5,600.00          | 0.024 | \$134.40 |
| TOTAL       |                     |       | \$251.20 |

|             | 2 Bed S.F. Attached |       |          |
|-------------|---------------------|-------|----------|
| Elementary  | \$3,200.00          | 0.088 | \$281.60 |
| Junior High | \$4,000.00          | 0.048 | \$192.00 |
| High School | \$5,600.00          | 0.038 | \$212.80 |
| TOTAL       |                     |       | \$686.40 |

|             | 3 Bed S.F. Attached |       |            |
|-------------|---------------------|-------|------------|
| Elementary  | \$3,200.00          | 0.234 | \$748.80   |
| Junior High | \$4,000.00          | 0.058 | \$232.00   |
| High School | \$5,600.00          | 0.059 | \$330.40   |
| TOTAL       |                     |       | \$1,311.20 |

|             | 4 Bed. S.F. Attached |       |            |
|-------------|----------------------|-------|------------|
| Elementary  | \$3,200.00           | 0.322 | \$1,030.40 |
| Junior High | \$4,000.00           | 0.154 | \$616.00   |
| High School | \$5,600.00           | 0.173 | \$968.80   |
| Total       |                      |       | \$2,615.20 |

|             | 2 Bed S.F. Detached |       |          |
|-------------|---------------------|-------|----------|
| Elementary  | \$3,200.00          | 0.136 | \$435.20 |
| Junior High | \$4,000.00          | 0.048 | \$192.00 |
| High School | \$5,600.00          | 0.020 | \$112.00 |
|             |                     |       | \$739.20 |

|             | 3 Bed S.F. Detached |       |            |
|-------------|---------------------|-------|------------|
| Elementary  | \$3,200.00          | 0.369 | \$1,180.80 |
| Junior High | \$4,000.00          | 0.173 | \$692.00   |
| High School | \$5,600.00          | 0.184 | \$1,030.40 |
| TOTAL       |                     |       | \$2,903.20 |

|             | 4 Bed. S.F. Detached |       |            |
|-------------|----------------------|-------|------------|
| Elementary  | \$1,673.33           | 0.530 | \$886.86   |
| Junior High | \$4,000.00           | 0.298 | \$1,192.00 |
| High School | \$5,600.00           | 0.360 | \$2,016.00 |
| TOTAL       |                      |       | \$4,094.86 |

|             | 5 Bed. S.F. Detached |       |            |
|-------------|----------------------|-------|------------|
| Elementary  | \$3,200.00           | 0.345 | \$1,104.00 |
| Junior High | \$4,000.00           | 0.248 | \$992.00   |
| High School | \$5,600.00           | 0.300 | \$1,680.00 |
| TOTAL       |                      |       | \$3,776.00 |





**EXHIBIT K**

**MODIFICATIONS TO STANDARD AGREEMENT**

- 1) No hazardous materials, as defined by the Occupational Safety & Health Administration, or relevant state or federal law, shall be stored or used on the Property.
- 2) All storage, parking, driveways and drive lanes shall comply with the City of Belvidere municipal code and shall be hard surfaced.
- 3) Owner shall not be required to install sidewalks as referenced in Section 7 above.

City: City of Belvidere,  
an Illinois Municipal Corporation

by: \_\_\_\_\_  
Mayor

ATTEST:

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

**OWNERS:**  
(Being the owners of the property  
and currently fifty one percent of the  
electors.)

By: Tanner Industries LLC.

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

Subscribed and Sworn to  
before me this \_\_\_\_\_ day.  
of \_\_\_\_\_, \_\_\_\_\_.

---

Notary Public

## **L**

### **PLANNED DEVELOPMENT**

**Any future development of subdivision of the Property shall only occur pursuant to a Planned Development approved by the City.**

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 7/2/2024  
**Re:** WWTP Pretreatment Program – Local Limits Evaluation

---

The Pretreatment Local Limits Evaluation Report has been reviewed by USEPA Region 5 and they agree with the report's recommendations on local limits (see attached correspondence). Prior to final approval by USEPA, the City Council has to adopt an Ordinance revising the local limits and a Resolution accepting the revised local limits.

I would recommend approval of the attached Ordinance and Resolution revising the pretreatment local limits to fulfill Special Condition No 10.A.8 of the City of Belvidere's Permit No. IL0027685.



**REGION 5**

CHICAGO, IL 60604

May 14, 2024

Brent Anderson, Director of Public Works  
Department of Public Works  
401 Whitney Boulevard, Suite 200  
Belvidere, Illinois 61008

Re: Tentative Approval of Request for Modification of Pretreatment Local Limits (LL) for the City of Belvidere, IL, NPDES Permit No. IL0027685

Dear Mr. Anderson:

The U.S. Environmental Protection Agency (EPA) has reviewed the *City of Belvidere, Illinois Local Limits Evaluation 2023 (Report)* which was submitted to us on October 11, 2023. The Report was submitted to fulfill Special Condition No. 10.A.8 of the City Belvidere's Permit No. IL0027685. We concur with the conclusions of the Report, which recommends the following numerical local limits:

| <b>POLLUTANT</b>                    | <b>CURRENT LIMIT (mg/l)</b> | <b>PROPOSED LIMIT (mg/l)</b> |
|-------------------------------------|-----------------------------|------------------------------|
| Arsenic                             | 1.10                        | 1.10                         |
| Cadmium                             | 0.20                        | 0.20                         |
| Chloride                            | None                        | None                         |
| Total Chromium                      | 10.0                        | 10.0                         |
| Hexavalent Chromium                 | 3.0                         | 3.0                          |
| Copper                              | 1.15                        | 1.15                         |
| Cyanide                             | 0.40                        | 0.40                         |
| Lead                                | 0.40                        | 0.40                         |
| Nickel                              | 1.0                         | 1.0                          |
| Selenium                            | None                        | None                         |
| Silver                              | 1.20                        | 1.20                         |
| Zinc                                | 3.80                        | 1.2                          |
| Ammonia Nitrogen                    | None                        | None                         |
| Mercury                             | 0.00005                     | 0.00005                      |
| Molybdenum                          | None                        | None                         |
| Oil & Grease -- Petroleum Based     | 100                         | 100                          |
| Oil & Grease -- Non-Petroleum Based | None                        | 200                          |
| Sulfate                             | None                        | None                         |
| Biochemical Oxygen Demand           | None                        | 3,580                        |
| Total Suspended Solids              | None                        | 1,950                        |
| pH                                  | 5.0-10.0                    | 5.0-10.0                     |

Based on our review of these materials, and in accordance with 40 C.F.R § 403.18 of the General Pretreatment Regulations, I am pleased to inform you that the City of Belvidere's proposed revisions to its local limits are approvable.

This communication should not be construed as a final approval of the City's Pretreatment Program local limit submission. Please note that the EPA can only approve the modifications to the local limits after they are ratified by the governing body bearing administrative and legal jurisdiction over the City of Belvidere Wastewater Treatment Plant, i.e., the City Council. Please submit a signed resolution accepting the revised local limits for our records, as well as an amendment to the City's Sewer Use Ordinance containing the revised limits mentioned in the above table.

Once the City of Belvidere submits the resolution accepting the revisions to the local limits and a signed amendment to the Sewer Use Ordinance, EPA will be able to issue a final approval of the local limits. Within 90 days, please submit these items by email to [R5NPDES@epa.gov](mailto:R5NPDES@epa.gov) and [schweizer.jonathan@epa.gov](mailto:schweizer.jonathan@epa.gov).

Thank you for your continued commitment to protect our nation's water resources. If you have any questions, please contact Jonathan Schweizer at (312) 886-0211, or at [schweizer.jonathan@epa.gov](mailto:schweizer.jonathan@epa.gov).

Sincerely,

JODIE OPIE

Digitally signed by JODIE  
OPIE  
Date: 2024.05.14  
09:05:28 -05'00'

Jodie Opie, Supervisor  
Section 1, Permits Branch  
Water Division

cc: Brant Fleming, IEPA  
Jennifer R. Sorensen, P.E., Baxter & Woodman, Inc.

**Ordinance #**  
**AN ORDINANCE AMENDING**  
**SECTION 114-411 AND SECTION 114-412**  
**OF THE BELVIDERE MUNICIPAL CODE**  
**PERTAINING TO PRETREATMENT LOCAL LIMITS**

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

**SECTION 1:** Section 114-411 of the City of Belvidere Municipal Code is amended to read as set forth in the attached Exhibit A which is incorporated herein by this reference.

**SECTION 2:** Section 114-412 of the City of Belvidere Municipal Code is amended to read as set forth in the attached Exhibit B which is incorporated herein by this reference.

**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 effective upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Ayes: .

Nays: .

Absent:

Passed:

Approved:

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

ATTEST: \_\_\_\_\_  
City Clerk Sarah Turnipseed

(SEAL)

## EXHIBIT A



---

**Sec. 114-411. Non-toxic pollutants.**

No user shall discharge any wastewater containing concentrations greater than the local limits as set forth below into any sewers that connect either directly or indirectly to the POTW works.

| Pollutant (total unless otherwise listed) | Concentration |
|---|---------------|
| Oil and grease—Petroleum                  | 100 mg/l      |
| Oil and grease – Non-Petroleum            | 200 mg/l      |

(Ord. No. 308H, § 1, 9-6-16)

## EXHIBIT B

---

**Sec. 114-412. Toxic pollutants—Local limits.**

The following are the local limits established by the city council. No user shall discharge any wastewater containing concentrations greater than the daily maximum or instantaneous local limits as set forth below into any sewers that connect either directly or indirectly to the POTW works. Multiple industrial discharges from a permitted facility may be combined with the following limitations upon approval by the POTW.

| Pollutant (total unless otherwise listed) | Concentration (mg/l) |               |
|---|----------------------|---------------|
|   | Daily maximum        | Instantaneous |
| Arsenic                                   | 1.1                  |               |
| Cadmium                                   | 0.2                  |               |
| Chromium                                  | 10.0                 |               |
| Chromium (hexavalent)                     |                      | 3.0           |
| Copper                                    | 1.15                 |               |
| Cyanide                                   |                      | 0.4           |
| Lead                                      | 0.4                  |               |
| Mercury (see section 324 of this Code)    | 0.0005               |               |
| Nickel                                    | 1.0                  |               |
| Silver                                    | 1.2                  |               |
| Zinc                                      | 1.2                  |               |
| Biochemical Oxygen Demand                 | 3,580 mg/l           |               |
| Total Suspended Solids                    | 1,950 mg/l           |               |

Individual wastewater discharge permits identify requirements for testing of these pollutants.

(Ord. No. 308H, § 1, 9-6-16)



# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 7/2/2024  
**Re:** Manhole Adjustment Project – Design Engineering

---

The current budget includes \$300,000 for manhole adjustments. This project will repair approximately 150-200 manholes that have been identified by the Street Department as needing repair.

Attached to this memo is a proposal from CES, Inc, in the amount of \$35,000.00 to complete the design engineering and bid documents for the Manhole Adjustment Project.

I would recommend approval of the proposal from CES, Inc, in the amount of \$35,000.00, to complete the engineering for the Manhole Adjustment Project. This work will be paid for from Line Item #41-5-110-8020.



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

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

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

## WORK AUTHORIZATION

**Date:** June 30, 2024

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

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

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

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

Quote assumes a City budget of \$300,000 (in total) which may allow the repair of appx 150-200 manhole rims.

Not included in the quoted fees:

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

**Fees:** Lump sum of \$ 35,000 [\$200/mh (field + draft + design) X 175 manholes]

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

City of Belvidere

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

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

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 7/2/2024  
**Re:** 15 Minute Parking Request – 520 South State Street

---

We have received a request to consider creating 15 minute parking in front of Moscato's Pizza at 520 South State Street (copy attached).

After reviewing the current parking, I would recommend that the first stall north of Logan Avenue on the east side of South State Street be designated as 15-minute parking as shown on the attached map. An ordinance will be required to establish the 15 minute parking stall.

## Brent Anderson

---

**From:** [REDACTED]  
**Sent:** Thursday, May 16, 2024 2:42 PM  
**To:** Brent Anderson  
**Subject:** 520 S.State parking

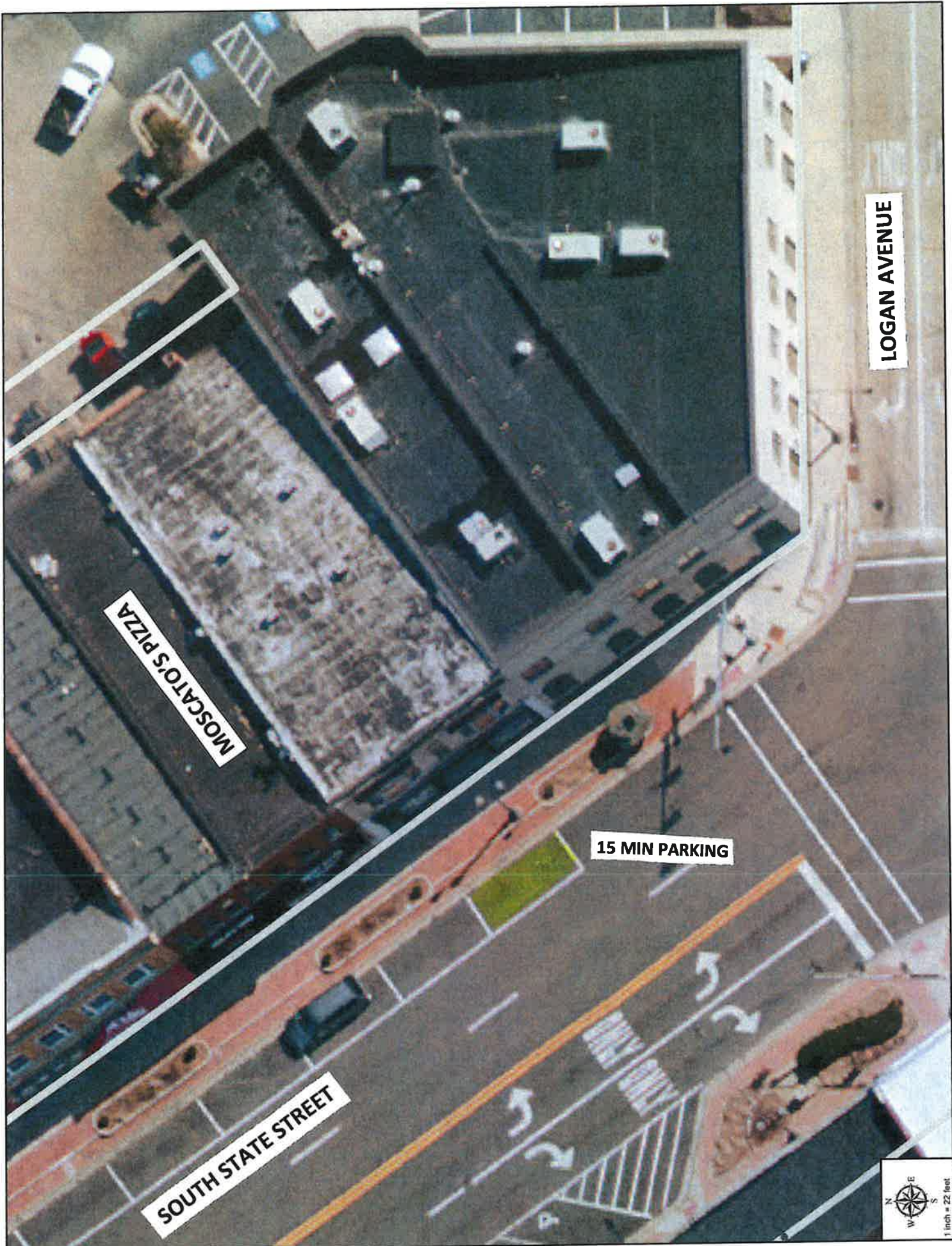
This message originated from an External Source. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

Good afternoon, I am writing this letter to request if possible, 2 or 3, 15 minute parking signs in front of our restaurant, Moscato's Pizza at 520 S. State Street. We are a carry out and delivery restaurant and it makes it real difficult for our carry out customers to pick up when parking is always full. If this is something that you could please do for us please let me know. Thank you so much for your time.

Best regards,  
Rosalia Moscato





MOSCATO'S PIZZA

SOUTH STATE STREET

LOGAN AVENUE

15 MIN PARKING

1 inch = 25 feet

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 7/3/2024  
**Re:** Tree Grant – Tree Inventory, Canopy Assessment and Urban Forestry Management Plan

---

Attached to this memo is a proposal from Great Lakes Urban Forestry to complete the Comprehensive Tree Inventory and Urban Forestry Management Plan required as part of the 2024 Illinois Urban and Community Forestry Program administered by the Morton Arboretum.

I would recommend approval of the proposal from Great Lakes Urban Forestry, in the amount of \$69,600, to complete the Tree Inventory, Canopy Assessment and Urban Forestry Management Plan for the City. This work will be paid for from grant funds.



1485 Louis Bork Drive, Unit #113  
Batavia, IL 60510  
630-762-2400 Fax 630/578-1304  
[www.glurbanforestry.com](http://www.glurbanforestry.com)

February 26, 2024

City of Belvidere  
401 Whitney Blvd  
Belvidere, IL 61008

Attn: Brent Anderson – Assistant Director of Public Works

**Proposal: Comprehensive Tree Inventory and Urban Forestry Management Plan**

Dear Brent,

Thank you for this opportunity to provide a proposal for a Tree Inventory Update for the City of Belvidere as part of the 2024-2028 Illinois Urban and Community Forestry Grant Program. This proposal is for a GIS-based inventory update of City trees with data being collected by Certified Arborists, analyzed in a GIS environment, and utilized to prepare an Urban Forestry Management Plan. Final deliverables, required per the grant parameters, will include the report containing detailed data for each tree inventoried, statistical analysis of the overall tree population, recommendations for management of the City's urban forest for the next 20-year period, along with all collected GIS data of the inventory for the City's use.

Having performed scores of inventories and management plans for many municipalities, we are aware of how much time, energy, and capital are invested in the management of the urban forest. The most valuable tool to have at your disposal for efficient and cost-effective urban forestry management operations is a full and complete inventory of all trees. This inventory will aid in creating a cyclical tree trimming program, identify current species composition, create prioritized tasks for work orders, provide recommendations for a strategic tree planting plan, and provide an invaluable monitoring tool for years to come.

Great Lakes Urban Forestry will provide a complete GIS-based tree inventory and analyze that information to produce a comprehensive Urban Forestry Management Plan to fulfill the grant parameters. Great Lakes Urban Forestry is an industry-leading resource when it comes to the management of the urban forest and other municipal natural resources, and we look forward to working with you as part of your Urban Forestry Team to achieve your management objectives.

Regards-

*Phillip M. Graf*

Great Lakes Urban Forestry, Inc.  
[phil@graftreecare.com](mailto:phil@graftreecare.com)



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## Firm and Staff Background

**Mission Statement-** Our mission is to ensure expert Forestry, Arboricultural, Natural Resources, and GIS consulting for every project, for every client, where service will always come first. We want to not only service our clients' needs, but educate them as well, so that we become part of promoting a culture of knowledge in the Urban Forestry sector. We always maintain the highest level of communication with all our clients and respond to your needs as they arise. We know that the only way to large-scale success is with continued small-scale attention to detail. We strive to provide creative solutions and ensure the most valuable and useful results in all our consulting endeavors for you, and never take a one-size-fits-all approach to any project.

**Company Overview** - Our Company was founded in 1999 by senior arborist Phil Graf, under the name of Graf Tree Care, Inc. From humble beginnings as a 2-person tree trimming operation, the Company began to expand its client base by adhering to their core values above. A relentless work ethic and friendly attitude soon made expansion a reality. In 2003, as the Emerald Ash Borer (EAB) was beginning to become a reality in the Great Lakes Region, Phil was already expanding into the Plant Health Care (PHC) sector, and learning from esteemed academics in the field about how to beat this devastating pest. He has since brought these approaches to the Plant Health Care Division and been successful in managing disease and insect problems.

Phil brought Steve Lane into the Company to spearhead the Urban Forestry Management division in 2010. Steve became integral in developing the environmental consulting side of an already successful business. The Urban Forestry Management division began performing comprehensive GIS tree inventories, as well as Tree Risk Assessments, Native Restoration, Wetland Delineations, Ecological and Natural Resource studies, Vegetative Community Mapping, as well as many other services.

Graf Tree Care, Inc. and its 3 divisions had become an industry leader in Illinois, consulting with over 80 different Municipalities and over 70 Park Districts, and have become successful public speakers, educators, and innovators in the fields of Arboriculture, Ecology, and GIS. By 2017 the Company grew to 18 people, with 9 certified arborists on staff and 6 trained GIS technicians and began working in northwest Indiana and southwest Michigan. In 2019, the Urban Forestry Management Division was re-branded as Great Lakes Urban Forestry which currently employs 13 Certified Arborists, a Board Certified Master Arborist, 5 Municipal Specialists, and 6 arborists that hold the Tree Risk Assessment Qualification.

**Our Team-** Great Lakes Urban Forestry is a local business based in Batavia, IL with a distributed workforce of Urban Forestry Consultants and Inventory Technicians all based in northern Illinois. Great Lakes will not use part-time staff, interns, subcontractors, or "out of town" staff for data collection. We also have no overhead expenses such as lodging and per diem for bringing in out-of-town staff, allowing us to complete the project for a more competitive price. Our entire staff is deeply knowledgeable of all tree species found in the Midwest, unlike staff from our competitors who are likely to bring in staff from other areas of the country who may not be as familiar with Illinois Urban Forests and Urban Forestry culture here in Illinois.

All our team members who will be participating in this project have a college-level background in fields including Ecology, Mathematics, Hydrology, Urban and Traditional Forestry, and all are ISA Certified Arborists with Illinois certification numbers. Our team brings together expertise in the fields of Tree Inventory, Urban Forestry, Risk Assessment and Management, GIS Technology and geospatial data management, Plant Pathology, and Arboricultural Consulting. Our extensive staff qualifications and experience in all facets of Arboriculture sets us apart from other firms whose consulting staff do not specialize in all of these areas, or who are using short term hires to get the work done. Staff resumes are available upon request.

All personnel involved in data collection are Certified Arborists and have a minimum of 5 years of urban forestry experience and a minimum of 2 years of experience performing tree inventories, and all crew leaders have a minimum of 15 years of experience in Arboriculture. We pride ourselves on the accuracy of our data and our commitment to detail. We also pride ourselves on our ability to meet deadlines consistently. In the completion of over 100 major inventory projects and dozens of smaller ones, we have never missed or needed to extend a deadline to deliver work on time. Finally, and perhaps most importantly, we are deeply engrained in the Urban Forestry community here in Illinois.

We have excellent relationships with scores of communities here in Illinois, along with organizations such as IDNR, CRTI, Openlands, and the Illinois Arborist Association, where 2 of our staff members are past presidents of the IAA and can be found around the area performing education and public speaking events for these organizations and others. In short, the forestry community in Illinois knows our people and our firm well, and our reputation in that regard speaks for itself. We are ideally suited to perform this project for the City of Belvidere.

**GREAT LAKES STAFF (FULL RESUMES & ISA CREDENTIALS AVAILABLE UPON REQUEST)**

**PHIL GRAF** – Certified Arborist #IL 1553-AM (Municipal Specialist / TRAQ)

**INDUSTRY EXPERIENCE:** 25 Years with Graf Tree Care/GLUF - 31 Years Total

**ROLE:** Company Founder/President

**BACKGROUND:** Phil is the founder and owner of Graf Tree Care/GLUF and has been in the tree care industry for over 30 years. He is an ISA Certified Arborist, Tree Risk Assessment Qualified, and an ISA Certified Municipal Specialist. He has worked for the City of Wheaton in the Forestry Division, where he gained valuable experience working in a municipal setting. He founded Graf Tree Care in 1999, specializing in tree trimming, removal, Urban Forestry consulting, tree inventory, plant health care, and planning. He has been instrumental in Emerald Ash Borer management, having worked with countless municipalities, park districts, businesses, and homeowners to survey their tree populations and provide custom tailored strategies to manage the Emerald Ash Borer. Phil's perspective as an arborist, municipal specialist, and business owner in both the public and private sectors in all facets of arboriculture make him an expert in the field.

**STEVE LANE** – Certified Arborist # IL-4565A (TRAQ)

**INDUSTRY EXPERIENCE:** 14 Years with GLUF –20 Years Total

**ROLE:** Lead Consulting Arborist/GIS Coordinator/Management Planning Staff

**BACKGROUND:** Steve is the GIS Coordinator and Ecologist, and founder of our consulting division, and has been in the tree care and environmental industry for over 20 years. He has been an ISA Certified Arborist for 19 years and is a Qualified Tree Risk Assessor (TRAQ). He holds a Bachelor of Science from the University of Oregon, with a Major in Environmental Science, and a double-minor in Geography and Biology. He also holds a GIS Certificate through Elmhurst College and is also a member of the CRTI Urban Forest Composition workgroup. He is also the Past President of the Illinois Arborist Association, where he is the chairman of the Advanced Training Program and teaches Advanced Training classes, is a member of the American Society of Consulting Arborists (ASCA) and sits on the Editorial committee, and a member of the Illinois GIS Association, where he sits on the Education Committee. Steve has worked performing tree surveys, consulting forestry, plant health care, traditional tree care, GIS mapping, wetland delineation, and ecological restoration.

**JIM SEMELKA** – Certified Arborist #IL-0732AM (Municipal Specialist)

**INDUSTRY EXPERIENCE:** 7 Years with GLUF – 41 Years Total

**ROLE:** Municipal Consultant/Support Staff/Management Planning Staff

**BACKGROUND:** Jim is a full-time staff member and brings over 40 years of private sector and municipal urban forest management experience to GLUF. He has a Bachelor's Degree in Forest Resource Management from Southern Illinois University, has been an ISA Certified Arborist for over 30 years, and an ISA Municipal Specialist. He served as the City Forester for the City of La Grange and as the Urban Forestry Superintendent with the City of Oak Park before leaving municipal work for the private sector. Jim's municipal management experience includes establishing complete tree inventories, creating long term, contract-driven pruning cycles, forming municipal level pest management programs, municipal tree planting programs, and serving as Liaison to Forestry Commissions and Municipal Boards. He was President of the Suburban Tree Consortium and has been active in the Illinois Arborist Association for many years, serving as Municipal Chair, Program Chair, and is the Past President of the IAA.

**LESLIE DELLES** – Certified Arborist #IL-9199AM (Municipal Specialist / TRAQ)

**INDUSTRY EXPERIENCE:** 10 Years with GLUF - 22 Years Total

**ROLE:** Project Manager/GIS Assistant/Management Planning Staff

**BACKGROUND:** Leslie is a full-time staff member, consulting arborist, GIS assistant, and project manager She has been in the environmental and tree care industry for over 20 years and is an ISA Certified Arborist and Municipal Specialist with a TRAQ Qualification. She holds a Bachelor's Degree in Earth Science from Northeastern Illinois University, and was previously employed for over 12 years by the US Department of Agriculture's APHIS (Animal and Plant Health Inspection Service), where her extensive experience dates back to surveying Asian Longhorned Beetle. She has also worked on APHIS's monitoring and control of Gypsy Moth and Emerald Ash Borer, among other insect pests She works as a contract city forester in several communities and serves as our field team coordinator and project manager for inventory projects.

**ZAC KING** – Board Certified Master Arborist #IL-4615B (Board Certified Master Arborist)

**INDUSTRY EXPERIENCE:** 10 Years with GLUF - 20 Years Total

**ROLE:** Plant Pathologist/Urban Forestry Inventory Technician

**BACKGROUND:** Zac is a full-time staff member, consulting arborist, tree inventory data collector, and also manages Graf Tree Care's Plant Health Care Division. He has been an ISA Board Certified Master Arborist (BCMA) for 6 years. He holds a Bachelor of Science in Integrated Biology from Northern Illinois University, has self-published tree identification guides and competed in the Illinois tree climbing competition. Zac has been performing tree surveys and has been a plant health care specialist in the private sector for over 19 years. His in-depth knowledge of pests and pathogens and general tree care provides a specialized knowledge base, and he can rapidly diagnose tree ailments as well as provide detailed remediation methods and techniques. As a pathologist with a solid background in traditional tree care and tree surveys, he brings a much-needed skill to the table when it comes to Urban Forestry.

**JON CARLSON** – Certified Arborist # IL-1135AM (Municipal Specialist/TRAQ)

**INDUSTRY EXPERIENCE:** 5 Years with GLUF - 41 Years Total

**ROLE:** Tree Risk Consultant/Urban Forestry Inventory Technician

**BACKGROUND:** Jon is a full-time staff member, and our Tree Risk Manager, with 40 years of professional experience in arboriculture and open space management. He has been an ISA Certified Arborist for over 27 years and has the ISA TRAQ qualification and Municipal Specialist certification. Jon received his Bachelor of Science in Biological Aspects of Conservation from the University of Wisconsin-Madison. In his career he has been the Dutch Elm Disease Technician for the City of Monona, Wisconsin, the Supervisor of Arboriculture at Fox Valley Park District, the Superintendent of Parks and Planning for Bartlett Park District, and the Special District Administrator for the City of Colorado Springs, Colorado. Jon's extensive municipal and park experience provides in-depth tree risk management consultation to municipalities, park districts, school districts and private property owners; he conducts tree inventories, prepares inventory and risk management reports for clients, and teaches Certified Arborist training classes.

**CHERRY COUNTRYMAN** – Certified Arborist # IL-9789AM (Municipal Specialist/TRAQ)

**INDUSTRY EXPERIENCE:** 5 Years with GLUF – 11 Years Total

**ROLE:** Urban Forestry Inventory Technician

**BACKGROUND:** Cherry Countryman is a full-time staff member at GLUF, municipal consultant, and tree inventory data collector. She holds a Bachelor of Science in Natural Resource Management from the College of Environmental Science and Forestry of Syracuse University, and has been active in the environmental community for the past 10 years. Cherry has previously been employed with the Research Foundation for the State University of New York collecting data for seedling regeneration studies in the Adirondack mountains. Cherry also collected data using variable point sampling for the Forest Operations department for a research facility in the Adirondacks. She has also taught field dendrology at the Ranger School in New York.

**TODD WHITE** – Certified Arborist # IL-1244A

**INDUSTRY EXPERIENCE:** 5 Years with GLUF – 25 Years Total

**ROLE:** Plant Pathologist/Urban Forestry Inventory Technician

**BACKGROUND:** Todd is a full-time staff member at Great Lakes Urban Forestry and is also one of our Plant Pathologists. With over 20 years of experience in the field of Arboriculture, Todd has worked for a variety of organizations over the years as both a manager and a practitioner in all facets of Arboriculture. He has participated in many tree inventories since joining our team, and brings a seasoned veteran viewpoint to inventories, and is key in our identification of various pathogens and pests. Todd is also a member of our Restoration Ecology crew, where he participates in controlled burning in woodlands and prairies, and ecological stewardship across the Midwest region.

**BRENT KNEPPER** – Certified Arborist #IL-9873A (TRAQ)

**INDUSTRY EXPERIENCE:** 3 Years with GLUF – 9 Years Total

**ROLE:** Urban Forestry Inventory Technician

**BACKGROUND:** Brent is a full-time staff member and has been in the environmental sector for the past 8 years since graduating from Columbia College. His experience comes from a lot of program coordination and field work in sustainable agriculture, native landscaping, and permaculture installations, which brings the urban farming lens into our overall staff perspective when viewing trees as a component of the larger ecosystem. He has also worked for the Chicago Park District. Along with his Certified Arborist license, Brent also holds a red card for performing ecological prescribed burns and holds his Master Naturalist Certification through the University of Chicago. He continues to be a volunteer in his spare time with the Cook County Forest Preserve District, Openlands, and Chicago Wilderness, among others.

**HEATHER STEVENSON** – Certified Arborist #IL4613A

**INDUSTRY EXPERIENCE:** 2 Year with GLUF – 24 Years Total

**ROLE:** Consulting Municipal Arborist/Urban Forestry Inventory Technician

**BACKGROUND:** Heather is a full-time staff member, Consulting Municipal Forester, and tree inventory technician for Great Lakes Urban Forestry. She has been in the field of Arboriculture for 23+ years with experience in both the public and private sectors. Heather began her career in arboriculture as a plant health care specialist/foreman, bringing experience and knowledge in diagnosing tree pathogens and insects. Most recently, as past City Forester for the City of Oak Lawn, Heather has extensive experience and knowledge with municipal tree needs and requirements. Heather's municipal management experience includes establishing planting cycles/programs, creating/maintaining long- and short-term contracts for trees and landscaping, coordinating grant applications and work, coordinating special events (i.e. Arbor Day events), creating tree pruning cycles for maintenance and reducing storm responses, diagnosing and treating trees, community education/publications, liaison for Green Team (community advocate group). Her years of vast experience and knowledge provide a well-rounded and expert approach to urban forestry.

**ERIC SCHROEDER** – Certified Arborist #IL-10000A

**INDUSTRY EXPERIENCE:** 10 Months with GLUF – 10 Years Total

**ROLE:** Urban Forestry Inventory Technician

**BACKGROUND:** Eric is a full-time staff member and has been in the tree industry since 2013 working as a Horticulturist for 10 years at The Morton Arboretum before obtaining his Arborist Certification. His insights are based on extensive hands-on experience of planting, mulching, and watering and observing & maintaining tree health during their critical development years. In 2021, Eric accepted the role as Pruning Instructor for the Adult Education Department at the Arboretum, and applied his attention-to-detail towards teaching curious adults how to precisely prune trees with attention and respect to tree biology. Eric joined the GLUF team in March of 2023 and works as an Urban Forestry Inventory Technician.

**JOE NEUMANN** - Certified Arborist #IL-10065A

**INDUSTRY EXPERIENCE:** 8 Months with GLUF - 15 Years Total

**ROLE:** Urban Forestry Inventory Technician

**BACKGROUND:** Joe is a full time staff member and has a wide variety of experience working with plants. The majority of his plant experience comes from ecological restoration and invasive plant control but also parks maintenance, gardening and landscaping. Joe has restored native ecosystems in Washington, Utah, Illinois and the Southeast with public entities, private companies, and not-for-profit conservation corps programs. He has done removal and enforcement of removal of regulated noxious weeds with the King County Noxious Weed Control Program in Seattle, WA. He has also worked as a gardener caring for the grounds of Edmonds College in Lynnwood, WA. Joe earned a Wetland Science and Management certificate from the University of Washington and also a master's degree in Environmental Horticulture from that same school.

**MATTHEW LE** – Certified Arborist #IL-10091A

**INDUSTRY EXPERIENCE:** 7 Months with GLUF – 4 Years Total

**ROLE:** Urban Forestry Inventory Technician

**BACKGROUND:** Matthew began his career in the tree industry after high school when he joined the Arboriculture Lab at The Morton Arboretum. His exposure to scientific tree research led him to pursue further education in urban forestry at the University of Wisconsin-Stevens Point. At the University, Matthew served as president and treasurer of the UWSP-Student Society of Arboriculture and became an urban forestry research assistant. Over winter and summer breaks, he gained additional experience in plant health care, tree care, and research. Upon graduating from UWSP, Matthew joined the GLUF team full-time as a forestry survey technician. Matthew enjoys spending time structurally pruning young trees growing around his community.

## Proposed Scope of Service

The City of Belvidere is seeking a comprehensive inventory of the City's street trees on parkways and ROWs. Data collected for trees will include location, species, size, condition, risk management evaluation and maintenance recommendations. Analyzed data will create recommendations for prioritized tree pruning and removals, tree maintenance operations, risk mitigation activities, future planting plans and increasing species diversity which will all be addressed in an Urban Forestry Management Plan which is required per grant parameters. Implementing these recommendations will produce a diverse and resilient urban forest. The inventory is an efficient management tool and, if applicable and at the City's request, the GIS data can be incorporated into the City's existing Geographic Information System (GIS) using web applications, web maps, and operations dashboards.



Great Lakes has the depth of experience and a refined system for accomplishing these goals. Our approach is to collect GIS data using certified arborists and then to analyze GIS data with our in-house team of GIS professionals and arborists. Urban Forestry Management recommendations are made by this team that provide best management practices for you to implement in managing the City's trees. Our approach uses GIS software (ESRI's ArcGIS Platform), a thorough tree data analysis, and a commitment to long-term, and continuing assistance and development when it comes to arboricultural and GIS needs. Please note that all work performed on this project will be done by Certified Arborists and no subcontractors or interns will be used for tree data collection or GIS work.

## **BASIC INVENTORY SERVICES**

### **BASE MAP SETUP**

Using GIS base data and REST services provided by the City and/or County, a base map and layering system shall be set up in our ArcGIS Online account for field data collection. The base map will display the following information:

- Aerial Photography
- Corporate Limits
- Streets/Street names
- Parcel lines
- Right of way limits
- City's parks, parkways, and golf course

### **STANDARD COLLECTION PARAMETERS**

Data will be collected on all trees located on City rights of ways, park properties, and golf course. Data in the field will be collected using mobile devices which have a GPS antenna. Data collection will be performed in real time using the Field Maps for ArcGIS mobile application to access the feature services directly. Data to be collected will include:

#### **GPS LOCATION**

The GPS data collectors we use are Samsung tablets, referencing an ArcGIS Online Feature Service, using the Collector for ArcGIS Application. Tree locations are recorded using GPS-grade accuracy chipsets and mobile real time corrections on our tablets, and manually adjusted on the data collection map by our field staff using orthorectified aerial imagery as well as GIS base data such as parcel and street lines to ensure accuracy. If a higher grade of locational accuracy is desired, or more stringent metadata required, we can discuss those requirements with the client, and have the ability to collect locations with higher levels of accuracy when required. Coordinates will be delivered in Illinois State Plane East Coordinates or in WGS 84, or any other desired system. Locations are checked for multipath (locational) errors at the end of every week and month to maintain accuracy.

#### **ADDRESS**

The address is taken as the numerical address at which a tree is located, based on the listed street address of the GIS parcel data we have available to us. If no numerical address is listed for the property the tree is located at, a designation can be made based on whatever standard is already being utilized by the City

#### **STREET**

The street name will conform to the names as listed on City street signage, since occasionally the GIS cadastral data has misspellings, incorrect street suffixes (e.g. Ave. instead of St.), or other slight errors. The street name shall also be for the address at which the parcel is listed, regardless of how the house is oriented (if on a corner lot). As a courtesy to the City, Great Lakes will attempt to notify the City when this occurs.

#### **RELATIVE LOCATION**

All trees are listed by using the City's system of zone, address, street name, quadrant and/or offset.

#### **TREE STATUS**

For this inventory, the status field includes whether the site is an Active Tree, Planting Space, or a Stump.

## SPECIES

All tree species are listed using common and latin names and are identified to the species level. Specific cultivars, hybrids, or varieties may be identified when possible.

## STEMS

The Stems field indicates how many stems diverge below 4.5 feet above the ground indicating a single or multi-stem designation.

## DBH / CALIPER

Trees are measured using DBH (Diameter at Breast Height), a standard forestry measure of tree diameter, using a forester's DBH tape. This method of measurement provides the most accurate reading of tree diameter, which can be highly variable depending on the dimension in which it is linearly measured.

## CONDITION RATING 1-5

Condition ratings are based on a normal standard distribution. Much like in academic circles, we expect the greatest number of trees in the average category (3), fewer trees in the good and poor categories (2 and 4, respectively), and the fewest number of trees in the excellent and very poor categories (1 and 5, respectively). Condition is a summary number that considers all of our other analysis of the tree and presents it as one overall figure.

|                    |   |
|--------------------|---|
| <b>Condition 1</b> | <b>Specimen</b> – Tree has no observable defects, wounds, diseases, and has textbook perfect form for the species. In addition, since young trees tend to be trouble free, a Condition 1 tree must be a minimum of 16" DBH. These are legacy trees, and as such are rare.   |
| <b>Condition 2</b> | <b>Above Average</b> – Tree may have a small amount of deadwood, or a very limited number of nonthreatening defects. The overall form of the tree must be good, and consistent for the species in question. These trees should also generally be a minimum of 8" DBH for the reason listed above, but infrequent exceptions are made. Often the difference between Condition 2 and 3 is form or growth habit. |
| <b>Condition 3</b> | <b>Average</b> – Tree has moderate amounts of deadwood, wounds, or other deficiencies, but is generally healthy. A wide variety of form is acceptable for this group, which is meant to define the middle ground around which better or worse trees can be defined and identified.  |
| <b>Condition 4</b> | <b>Below Average</b> – Generally this category it is reserved for health defects and significant defects, deadwood, wounds, disease, etc. These may be significant enough to recommend pruning or removal. Very poor form or architecture can put an otherwise healthy tree in this category as well.   |
| <b>Condition 5</b> | <b>Dead or nearly so</b> – Tree must be removed. Physical or health defects have progressed to a point that the tree cannot be reasonably saved. Like Condition 1 trees, these are relatively rare, as generally trees that have advanced to this level are removed prior to inventory.   |

## ARBORIST RECOMMENDATION

Maintenance recommendations are provided to assist in managing the tree population. These are very general guidelines for pruning and care.

|                        |  |
|------------------------|--|
| <b>PRUNE-CYCLE</b>     | Tree is in good health and will require standard pruning on a standard 3-5 year cycle.   |
| <b>PRUNE-TRAIN</b>     | Establishment structural pruning only for trees 8" DBH and under.  |
| <b>PRUNE-PRIORITY</b>  | Tree has not been properly pruned during its developmental years, has suffered damage, is overgrown, or for other reasons is in need of pruning sooner than a 3-5 year standard cycle. |
| <b>PRUNE-DEAD LIMB</b> | Dead limb(s) higher in tree but doesn't qualify as moderate or severe deadwood by percentage.  |

|                                 |  |
|---------------------------------|--|
| <b>REMOVE-LOW-PRIORITY</b>      | Consider tree removal.   |
| <b>REMOVE-STANDARD</b>          | Tree should be removed in 1-3 years. This is utilized if removal is the best reasonable option.                |
| <b>REMOVE-PRIORITY</b>          | Tree must be removed in an expeditious manner due to defects, insects or disease.                              |
| <b>RISK ASSESSMENT-STANDARD</b> | Recommend a Level 2 - Standard Risk Assessment-an assessment without advanced tools or climbers.               |
| <b>RISK ASSESSMENT-ADVANCED</b> | Recommend a Level 3 - Advanced Risk Assessment-an assessment using advanced tools, techniques and/or climbers. |
| <b>MONITOR-ANNUAL</b>           | Tree should be monitored annually for further change or decline.   |
| <b>MONITOR-LONG TERM</b>        | Tree should be monitored at greater than one-year intervals for further change or decline.                     |
| <b>GRIND STUMP</b>              | Existing stump to be removed.  |
| <b>MAINTENANCE-OTHER</b>        | Maintenance not listed above.  |

### RECOMMENDATION REASONS

|                            |                 |  |
|----------------------------|-----------------|--|
| <b>Clearance</b>           |                 | Branches are blocking/ touching Building, Sidewalk, Street, or Sign                                      |
| <b>Dead</b>                |                 | Tree is dead or nearly so  |
| <b>Deadwood</b>            | Large Limb      | One or more larger dead limbs requiring removal but not moderate or severe deadwood by percentage        |
|                            | Moderate        | Tree contains 11-30% deadwood, by ocular estimate  |
|                            | Severe          | Tree contains more than 30% deadwood, by ocular estimate   |
| <b>Decay Column</b>        |                 | Tree has visible or audible decay in central trunk(s)  |
| <b>Defect</b>              | Other           | Tree has other defect not listed, specifics noted in comments field                                      |
|                            | Unobservable    | Tree has a potential defect that is not observable from the ground                                       |
| <b>Dieback</b>             |                 | Tree crown is dying back   |
| <b>Girdling Object</b>     |                 | A nondescript object is girdling the tree or tree part   |
| <b>Hanger</b>              |                 | Branches are hanging in crown, partially attached or free hanging  |
| <b>High Location Value</b> |                 | Justification for Risk Assessment; tree is in prominent location and has ecological value                |
| <b>Included Bark</b>       |                 | Tree branches have tight V-shaped union(s) and have developed bark inclusions                            |
| <b>Insects/Disease</b>     |                 | Tree has observable signs or symptoms of pests or pathogens  |
| <b>Lean</b>                |                 | Tree is leaning at undesirable angle   |
| <b>Mechanical Damage</b>   |                 | Basal damage caused by landscaping equipment, or other physical damage                                   |
| <b>New Planting</b>        |                 | Justification for establishment pruning, staking, mulching, etc  |
| <b>Other</b>               |                 | Other notable observance not listed, specifics noted in comments field                                   |
| <b>Overgrown</b>           |                 | Excessive branch or sucker growth requiring priority pruning   |
| <b>Poor Form</b>           |                 | Tree has poor architecture, often due to limited growspace or improper pruning                           |
| <b>Roots</b>               | Compacted       | Observed or inferred signs of soil compaction  |
|                            | Girdling        | Observed girdling roots or severe trunk flattening   |
|                            | Heaving         | Observed evidence of root or soil heaving  |
|                            | Multiple Issues | Two or more root issues  |
|                            | Still BB        | Roots confined to ball & burlap due to intact twine and basket, treated burlap, or other observed factor |
|                            | Wounded         | Root damage from construction, hardscape, mowing equipment, or other factor                              |
|                            | Heartwood       | Observable internal decay; decay column, cavity, etc   |

|                         |         |   |
|-------------------------|---------|---|
| <b>Rot</b>              | Basal   | Observable decay at the base of the tree  |
|                         | Sapwood | Observable vascular tissue decay  |
|                         | Other   | Other signs of decay such as wetwood, root rot, etc   |
| <b>Mushroom/Conk</b>    |         | Visible fungal fruiting bodies  |
| <b>Topped</b>           |         | Tree had its apical meristem or terminal leader removed; typically due to poor pruning practice, utility pruning, or storm damage |
| <b>Weak Trunk Union</b> |         | Weak union caused by included bark or poor branching angles that have compromised structural stability                            |
| <b>Wounds</b>           | Crown   | Scaffold or secondary branch wounds affecting tree health and/or stability  |
|                         | Trunk   | Trunk wounds affecting tree health and/or stability   |
| <b>Utility Conflict</b> |         | Pruning required due to interference with wires, street lamp, traffic light, or other utility                                     |
| <b>Storm Damage</b>     |         | Tree has recent damage due to storm or winds such as torn limbs   |

### LAND USE

For the purposes of this inventory, land use designations include Agricultural, Commercial, Industrial, Institutional, Multifamily, Recreational, Single Family, Transportation, and Other.

### GROWING SPACE/PARKWAY SIZE

For street tree inventories, this field is used to record the distance from the curb to the sidewalk or such other soil volume conditions or restrictions.

|                    |  |
|--------------------|--|
| <b>1-3 FEET</b>    | Parkway width is 1-3 feet  |
| <b>4-6 FEET</b>    | Parkway width is 4-6 feet  |
| <b>7-12 FEET</b>   | Parkway width is 7-12 feet   |
| <b>13+ FEET</b>    | Parkway width is 13 feet or greater  |
| <b>TREE PIT</b>    | Tree is planted in a container or pit                                      |
| <b>NO SIDEWALK</b> | No sidewalk is present   |
| <b>OPEN</b>        | Tree is growing in an open area, used primarily for trees in Park settings |
| <b>OTHER</b>       | Any other category not described above                                     |

### RISK LEVEL

This is the equivalent of a Level I Risk Assessment and denotes a condition observed by the Arborist that would appear, in their judgement at the time of the inventory, to pose possible risk to people or property. The specific condition would be noted in the above Arborist Recommendations and Reasons. The Risk Levels noted are:

|                      |  |
|----------------------|--|
| <b>None Observed</b> | No observable risk observed at the time of the inventory   |
| <b>Elevated</b>      | Moderate level of risk to people or property that should be investigated by the Owner/Manager                                |
| <b>Substantial</b>   | High level of risk to people or property that should be investigated by the Owner/Manager and mitigated as soon as practical |
| <b>Critical</b>      | Extreme level of risk to people or property that should be mitigated by the Owner/Manager as soon as possible                |

### COMMENTS

Comments will be included as a courtesy to denote any conditions worthy of note, such as included bark, interference with utilities or streetlamps, need for path or driveway clearance, limited growth space, poor form, or any other information that may be valuable. These comments are standardized as much as possible, though certain situations exist where nonstandard comments were utilized.

### ADDITIONAL DATA FIELDS

Additional data fields are available upon request. All our data collection is completely customizable.

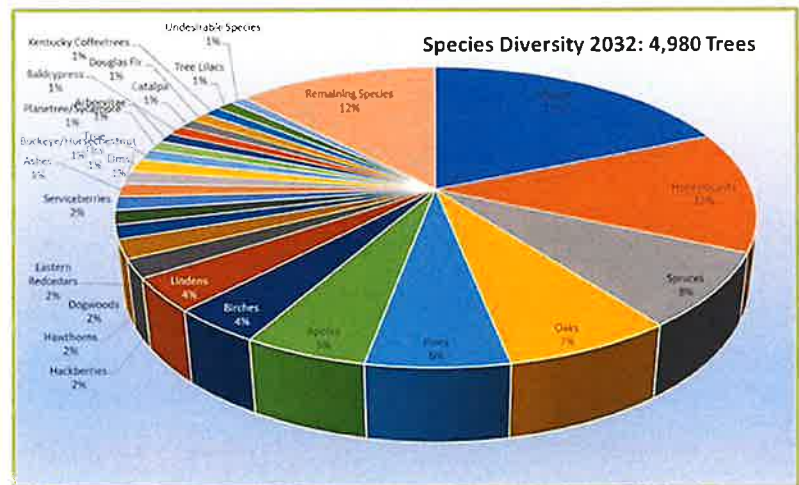
## DATA QUALITY ASSURANCE / QUALITY CONTROL

All field-collected data from the inventory will be checked for geographic and tabular accuracy at the end of each week. All data fields in the tabular data will be queried in GIS for any null fields or inaccuracies and will have individual records verified or corrected where discrepancies are noted. All spatial point locations will be verified using a combination of aerial photography and spatial query. If there are point locations which were subject to multipath errors (i.e. points which did not show up on the map where they were supposed to be) their locations will be corrected using aerial orthoimagery and the tabular data we collected for those points. Our GPS receivers are capable of recording data at sub-meter accuracy, and as such, we very rarely locate points whose true locations are off by more than a foot or so, but we have recourse to correct them quickly when found.

## URBAN FOREST MANAGEMENT PLAN (UFMP)

Based on a complete analysis of the data collected from the Tree Inventory, our team will develop a comprehensive Urban Forest Management Plan (UFMP) specifically designed to meet the unique needs of the City of Belvidere. As mentioned previously, our strategy does not utilize a “one-size-fits-all” approach when developing tree management plans, but rather works closely with the municipality and its partners and stakeholders to ensure that all specified objectives are met without including superfluous information or programs.

We are very experienced in community outreach and public education programs that enhance management plan development and are accustomed to incorporating public and community input into plan formulation. Our basic management plan structure includes all of the following, but can be entirely customized to the needs of the City of Belvidere



The GLUF cost presented in this proposal will include **ALL** the following components of a comprehensive UFMP as indicated in the grant requirements:

- Recommended and prioritized urban forest management action items, based on an inventory
- Short and long-term urban forest goals 2024 – 2044
- Specifications for planting, pruning, removals, and protection
- Required and recommended certifications, qualifications, and training for staff, contracted labor, and consulting
- Material equipment, and budget considerations
- A program for education and outreach of residents

Additionally, at the request of the City, the following items will be addressed in the UFMP:

1. Canopy and composition data
2. Prioritized planting locations
3. Cyclical pruning schedule and map
4. Prioritized hazard abatement information
5. A list of preferred species, prohibited species, and species to be planted in limited quantities
6. A strategy for improving forest age and species structure
7. Urban forest management goals and risk mitigation
8. Canopy cover goals
9. Tree pruning schedules
10. A plan for replacement and removals
11. A plan for hazard abatement
12. Protection and standards for trees in construction zones



**STANDARD DELIVERABLES**

- a. A dated copy of the Urban Forestry Management Plan will be provided to the City and the CRTI / Morton Arboretum / IDNR.
- b. ESRI GIS data, in geodatabase or shapefile format, conforming to the City’s existing GIS infrastructure
- c. All Tabular Inventory Data (Microsoft Excel format)

**Proposed Schedule of Implementation**

Before the project begins, GLUF will meet with the Department of Public Works to outline project goals and plans specific to the community. We propose that this project will be completed according to the time frames specified in the RFP documents and the Grant requirements. Data collection will begin at a time mutually agreed upon by the City of Belvidere and Great Lakes Urban Forestry. After data collection, data analysis and final deliverables preparation will begin. Final data and reports will be delivered in an expeditious manner on a timeline agreed upon by Great Lakes and the City. After the inventory is complete, GLUF will provide a minimum of three hours of technical assistance to ensure that the City staff understand how to use the inventory effectively. A tentative timeline is outlined below:

|   |  |
|---|--|
| <b>April/ May 2024</b>                    | Grant awardees announcement  |
| <b>June/July 2024</b>                     | Village Board approval and preliminary meetings between Village staff and GLUF |
| <b>August/September 2024</b>              | GIS set-up and approval by Village   |
| <b>October/December 2024-January 2025</b> | Tentative timeframe for field data collection                                  |
| <b>February/March 2025</b>                | Data QAQC & Analysis - Delivery of UFMP 1st Draft                              |
| <b>April/May/June 2025</b>                | Several rounds of UFMP edits including public input                            |
| <b>July/August 2025</b>                   | Delivery of UFMP final draft and Board approval                                |

**References (Additional References Available Upon Request)**

|  |              |  |
|--|--------------|--|
| <b>City of Chicago Heights</b>             |              |  |
| Karen Zerante, Chief of Staff              | 708-756-5315 | <a href="mailto:kzerante@chicagoheights.net">kzerante@chicagoheights.net</a> |
| <b>City of Elmhurst</b>                    |              |  |
| Mark Stevens, Superintendent of Forestry   | 630-530-3126 | <a href="mailto:mark.stevens@elmhurst.org">mark.stevens@elmhurst.org</a>     |
| <b>City of Evanston</b>                    |              |  |
| Emily Okallau, Public Services Coordinator | 847-448-4311 | <a href="mailto:eokallau@cityofevanston.org">eokallau@cityofevanston.org</a> |

|   |              |  |
|---|--------------|--|
| <b>City of Flossmoor</b><br>Dave Becker, Forestry Maintenance Technician              | 708-957-4100 | <a href="mailto:dbecker@flossmoor.org">dbecker@flossmoor.org</a>                     |
| <b>City of Bartlett</b><br>Sarah Christensen, City Forester                           | 630-837-0811 | <a href="mailto:schristensen@vbartlett.org">schristensen@vbartlett.org</a>           |
| <b>City of Forest Park</b><br>Sal Stella, Director of Public Works                    | 708-615-6266 | <a href="mailto:SStella@forestpark.net">SStella@forestpark.net</a>                   |
| <b>City of Glendale Heights</b><br>Chuck Dymbrowski, Lead Foreman                     | 630-909-5391 | <a href="mailto:CDYMBROWSKI@glendaleheights.org">CDYMBROWSKI@glendaleheights.org</a> |
| <b>City of Glencoe</b><br>Jeff Mawdsley, Management Analyst                           | 847-461-1141 | <a href="mailto:jmawdsley@Cityofglencoe.org">jmawdsley@Cityofglencoe.org</a>         |
| <b>City of La Grange</b><br>Richard Colby, Director of Public Works                   | 708-579-2328 | <a href="mailto:rcolby@Cityoflagrange.org">rcolby@Cityoflagrange.org</a>             |
| <b>City of Montgomery</b><br>Ed Pfaff, City Arborist                                  | 630-688-8838 | <a href="mailto:pfaff@ci.montgomery.il.us">pfaff@ci.montgomery.il.us</a>             |
| <b>City of Niles</b><br>Anthony Dati, Streets Superintendent                          | 847-588-7900 | <a href="mailto:aad@vniles.com">aad@vniles.com</a>                                   |
| <b>City of Oak Park</b><br>Grant Jones, Forestry Superintendent                       | 708-358-5700 | <a href="mailto:GJones@oak-park.us">GJones@oak-park.us</a>                           |
| <b>City of Orland Park</b><br>Mike Mazza, Natural Resources Manager                   | 708-403-6350 | <a href="mailto:mmazza@orlandpark.org">mmazza@orlandpark.org</a>                     |
| <b>City of Ottawa</b><br>Tami Koppen, Community Development Specialist                | 815-433-0161 | <a href="mailto:tkoppen@cityofottawa.org">tkoppen@cityofottawa.org</a>               |
| <b>City of Princeton</b><br>Theresa Wittenauer, City Manager                          | 815-875-2631 | <a href="mailto:twittenauer@princeton-il.com">twittenauer@princeton-il.com</a>       |
| <b>City of Rogers City, MI</b><br>Toby Kuznicki, City Planner                         | 989-734-2191 | <a href="mailto:tkuznicki@rogerscity.com">tkuznicki@rogerscity.com</a>               |
| <b>City of Roselle</b><br>John Valenti, Public Works Manager                          | 630-671-2373 | <a href="mailto:jvalenti@roselle.il.us">jvalenti@roselle.il.us</a>                   |
| <b>City of Skokie</b><br>Cathy Stevens, City Forester                                 | 847-933-8427 | <a href="mailto:Cathy.Stevens@Skokie.Org">Cathy.Stevens@Skokie.Org</a>               |
| <b>City of South Barrington</b><br>Bob Palmer, City Administrator                     | 847-381-7510 | <a href="mailto:rbpalmer@southbarrington.org">rbpalmer@southbarrington.org</a>       |
| <b>City of Springfield, IL</b><br>Jeff Reim, City Arborist                            | 217-789-2255 | <a href="mailto:Jeffrey.Reim@springfield.il.us">Jeffrey.Reim@springfield.il.us</a>   |
| <b>City of Terre Haute, IN</b><br>Ana Maria Erazo Galeano, Director of Urban Forestry | 812-244-4923 | <a href="mailto:Ana.Erazo@TerreHaute.IN.Gov">Ana.Erazo@TerreHaute.IN.Gov</a>         |
| <b>City of Wheeling</b><br>Vince Hoffman, Superintendent of Streets/Facilities        | 847-279-6942 | <a href="mailto:vhoffman@wheelingil.gov">vhoffman@wheelingil.gov</a>                 |

## Cost Proposal

|   |                  |
|---|------------------|
| <b>Comprehensive Tree and Planting Site Inventory</b> | <b>\$ 59,950</b> |
| <b>Urban Forestry Management Plan</b>                 | <b>\$ 9,950</b>  |
| <b>LUMP SUM TOTAL</b>                                 | <b>\$69,900</b>  |

\*Please note that we shall not exceed any of the above figures without prior written consent from the City. Calculations for the tree inventory line item have been made based on aerial estimate; However, this contract is to be considered a unit-cost contract. If less trees/stumps are inventoried, then the line item will be less. If there are more than the anticipated trees/stumps, we will not proceed until the City is notified of a potential cost-overrun at which time we can continue to completion by virtue of a change order or an additional contract.

\*Progress billing will take place on a monthly basis in order to invoice any of the above items that have been completed.

## Execution of Contract

GREAT LAKES URBAN FORESTRY, Inc. will consider your signing and returning one (1) original of this Agreement as our authorization to proceed. This offer to provide services will remain valid for a period of 90 days from the date of preparation as indicated below, after which time if it has not been accepted it will be subject to change. Thank you again for the opportunity to submit our proposal.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year below written.

**CLIENT:**

CITY OF BELVIDERE

BY: \_\_\_\_\_

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

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

**CONSULTANT:**

GREAT LAKES URBAN FORESTRY, INC.

BY: *Phillip M. Graf*

TITLE: Owner/President

DATE: February 19, 2024



# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 7/2/2024  
**Re:** WWTP – Sludge Heaters Replacement

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The two 1985 Envirex sludge heaters at the WWTP are aged, undersized and need to be replaced. The estimated cost to complete this work is \$1,000,000. The 300 MBtuh units will be replaced with 500 MBtuh units. Attached to this memo is a proposal from Baxter & Woodman, in the amount of \$158,000.00, to provide engineering design, bid documents and construction services for replacing the two sludge heaters.

I would recommend approval of the proposal from Baxter & Woodman, in the amount of \$158,00.00, for engineering design and construction services to complete the sludge heaters replacement at the WWTP. This work will be paid for from ARPA Funds.

**CITY OF BELVIDERE, ILLINOIS  
BOILER/HEAT EXCHANGER REPLACEMENT  
ENGINEERING SERVICES  
WORK ORDER**

**ENGINEERS' PROJECT No. 2401161.00**

**Project Description:**


The Project consists of designing the demolition and replacement of Sludge Heaters No. 1 and 2 and their associated appurtenances in the Digester Control Building. A detailed Project description is included in Attachment A of this Work Order.

**Engineering Services:**

The general provisions of this contract are enumerated in the Professional Engineering Services Agreement between the City and Engineers dated September 22, 2009. A detailed scope of services for this Project is listed in Attachment A of this Work Order. Manpower requirements and a fee summary are listed in Attachment B.

**Compensation:**

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated September 22, 2009. The Owner shall pay the Engineer for the services performed or furnished under Attachment B, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, which in total will not exceed \$158,000.

|  |  |
|--|--|
| <p>Submitted by: <b>Baxter &amp; Woodman, Inc.</b></p> <p>By: <u></u><br/>Brent W. Perz, PE</p> <p>Title: <u>Associate Vice President</u></p> <p>Date: <u>June 27, 2024</u></p> | <p>Approved by: <b>City of Belvidere, Illinois</b></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> |
|--|--|

Additional Comments and Conditions: None.

## **SCOPE OF SERVICES**

### **1. PROJECT COORDINATION AND DATA COLLECTION**

#### **1.1. PROJECT MANAGEMENT**

- A. Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope.
- B. Coordinate with OWNER and project team to ensure the goals of the project are achieved.
- C. Prepare and submit monthly invoices and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

#### **1.2. PROJECT MEETINGS AND SITE VISITS FOR DESIGNERS**

- A. The following meetings are anticipated for this project:
  - 1. Meetings with OWNER (2 total).
    - a) Project Kickoff.
    - b) Final Design Meeting.
- B. Conduct site visits to familiarize the designer(s) with the sites, clarify any discrepancies on the Drawings.
- C. Visually examine existing equipment to remain associated with the Sludge Heaters as to their general condition and suitability for continued use or modification for reuse.

#### **1.3. COLLECT AND REVIEW EXISTING DATA**

- A. Obtain, review, and evaluate the following information provided by the OWNER for use in design:
  - 1. Preliminary Design CADD files
  - 2. Existing electrical power information

### **2. FINAL DESIGN AND PLAN DEVELOPMENT**

#### **2.1. FINAL DESIGN**

- A. Prepare final plan sheets that indicate the proposed layout of design elements.
  - 1. General drawings.
  - 2. Electrical plan and power distribution diagram.
  - 3. Process and Instrumentation Drawings (P&IDs).
  - 4. SCADA Network Diagram.
  - 5. Mechanical drawings for the demolition and installation of the Sludge Heaters and associated equipment in the Digester Control Building.

**2.2. BIDDING DOCUMENTS/PROJECT MANUAL**

- A. Provide detailed drawings design elements and construction requirements.
- B. Create all legends, general notes, and designer instructions to contractors, to create a final set of construction drawings.
- C. Prepare Design Documents consisting of Drawings and Specifications detailing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s). Specifications prepared in conformance with the format of the Construction Specification Institute.
- D. Prepare for review and approval by the OWNER and its legal counsel the forms of Construction Contract Documents consisting of "Front End Documents" including Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).
- E. Only Final plan sheets and contract documents submittals are anticipated for this Project.

**2.3. ENGINEER'S OPINION OF PROBABLE COST - Prepare Opinion of Probable Costs (OPC) for the Project including: construction cost; contingencies; construction engineering services; and, on the basis of information furnished by the OWNER, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.**

**2.4. PEER AND CONSTRUCTABILITY REVIEWS**

- A. Conduct engineering QA/QC peer reviews of Final drawings and specifications.
- B. Conduct constructability review of Final drawings and specifications.
- C. Make revisions to Drawings and Specifications based on comments from both engineering and construction reviews.

**2.5. DELIVERABLES**

- A. The following is a list of anticipated final deliverables to the OWNER for this project:
  - 1. Full sized For Bid Plan Sheets - One (1) copy
  - 2. 11x17 sized For Bid Plan Sheets - One (1) copy
  - 3. Project Manual - One (1) copy
  - 4. Engineer's Opinion of Probable Cost
  - 5. Digital copy of plan sheets, contract documents, and EOPC

**3. BID ASSISTANCE**

**3.1. BIDDING ASSISTANCE**

- A. Assist the OWNER with coordination and scheduling during the bid process.
- B. Provide documents for bidding and assist the OWNER in solicitation of bids from as many qualified bidders as possible, prepare addenda as necessary.
- C. Attend bid opening to receive and evaluate bids.
- D. Tabulate bids and make a recommendation to the OWNER for an award of contract.

**4. CONSTRUCTION AND PROJECT COMPLETION**

**4.1. PROJECT INITIATION**

- A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Receive Contractor insurance documents.
- B. Prepare construction documentation forms and coordinate these forms with the OWNER.
- C. Review contractor pre-construction submittals, exchange CAD files, coordinate scheduling pre-construction conference with the contractor and OWNER, and prepare list of invitees and submit invite for pre-construction conference.
- D. Prepare agenda, attend, and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.

**4.2. CONSTRUCTION ADMINISTRATION**

- A. Act as the OWNER's representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents.
- B. Attend periodic construction progress meetings (frequency agreed to at pre-construction conference).
- C. Shop drawing and submittal review by Engineer apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. LPA agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. LPA further agrees that the Engineer's review and action in relation to these submissions will not constitute the provision of means, methods, techniques, sequencing, or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
- D. Review construction record drawings for completeness prior to submission to CADD.
- E. Prepare construction contract change orders and work directives when authorized by the OWNER.

- F. Review the Contractor's requests for payments as construction work progresses and advise the OWNER of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- G. Research and prepare written response by Engineer to request for information from the OWNER and Contractor.
- H. Project manager or other office staff visit site as needed.

**4.3. FIELD OBSERVATION - PART TIME**

- A. Engineer will provide a Resident Engineer at the construction site on a periodic part-time basis from the Engineer's office of not more than eight (8) hours per regular weekday, not including legal holidays (approximately 2 hours per week, for up to 8 hours) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.
- B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If the Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- C. Part-Time Field Observation provides that the Resident Engineer will make intermittent site visits to observe the progress and quality of Contractor's executed Work. Part-Time Field Observation does not guarantee the Engineer will observe or comment on work completed by the contractor at times the Resident Engineer is not present on site. Such visits and observations by the Resident Engineer, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve

detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Engineer, if any.

- D. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- E. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work.

**4.4. SUBSTANTIAL COMPLETION OF PROJECT**

- A. Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- B. Prepare Certificate of Substantial Completion.

**4.5. PROJECT COMPLETION**

- A. Provide construction inspection services when notified by the Contractor that the Project is complete.
- B. Prepare written punch lists during final completion inspections.
- C. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the OWNER.
- D. Review the Contractor's requests for final payment, and advise the OWNER of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- E. Prepare construction record drawings that show field measured dimensions of the completed work that the Engineers consider significant and provide the OWNER with an electronic copy within ninety (90) days of the Project completion.

**4.6. PROJECT CLOSEOUT - Provide construction-related engineering services including, but not limited to, General Construction Administration and Field Observation Services at project completion.**

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**Project Description**

Sludge heat exchangers are a critical part of the anaerobic digestion process. The combination boiler/heat exchangers, or “Sludge Heaters”, at the Belvidere Wastewater Treatment Plant were recently rehabbed but are in need of replacement. The existing boiler/heat exchangers are also undersized for the application. The Project consists of removing the existing 300 MBtuh Sludge Heaters No. 1 and 2 in the Digester Control Building and replacing them with 500 MBtuh units, replacing the associated valves that were not replaced as part of the 2018 Improvements Project, and other modifications required to reconnect the sludge piping, natural gas, digester gas, and electrical power. This work order includes both design, bid assistance, and construction services.

**Scope of Services**

A detailed Scope of Services is listed in Attachment A.

**Estimated Manhour and Fee Summary**

| <b>Scope Item</b>            | <b>Hours</b> | <b>Fee</b>       |
|------------------------------|--------------|------------------|
| <b>Design and Bidding</b>    | <b>490</b>   | <b>\$78,000</b>  |
| <b>Construction Services</b> | <b>500</b>   | <b>\$80,000</b>  |
| <b>TOTAL ALL SERVICES</b>    | <b>990</b>   | <b>\$158,000</b> |





## MEMORANDUM

To: Mayor Clinton Morris and City Council

From: Shannon Hansen, Budget & Finance Officer

Date: July 1, 2024

Re: American Rescue Plan Act Funds

To date, Council has approved ARPA funds to be used for the following eligible projects:

|   |                     |
|---|---------------------|
| 1. Southwest Tower Rehabilitation         | \$ 600,000.00       |
| 2. Primary Clarifier Upgrades             | \$ 700,000.00       |
| 3. Primary Clarifier Upgrades             | \$ 816,000.00       |
| 4. Purchase of a 2022 Pierce Saber Pumper | \$ 245,465.26       |
| 5. Repair of Engine 102 & 3-Year Warranty | <u>\$ 36,988.86</u> |
|   | \$2,398,454.12      |

The City received \$3,419,810.81 in ARPA funds, leaving an available balance of \$1,021,356.69. As shared previously, the City has until December 31, 2024 to earmark the remaining funds and until December 31, 2026 to use them.

Two sludge heaters at the Wastewater Treatment Plant need replacement at a cost of \$1 million. The City will pay the cost of engineering.

### Recommended Motion:

Motion to approve the use of \$1 million of ARPA funds in FY25 for costs associated with the replacement of two sludge heaters at the Wastewater Treatment Plant.



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

*Daniel Smaha*  
*Deputy Chief—Investigations*

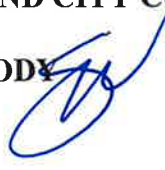
*Shane Woody*  
*Chief of Police*

*David Bird*  
*Deputy Chief—Patrol*

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

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**TO: MAYOR MORRIS AND CITY COUNCIL**  
**FROM: CHIEF SHANE WOODY**   
**DATE: JULY 8, 2024**  
**RE: MOTION FOR STREET CLOSURE**

This year, National Night Out will take place on Tuesday, August 6<sup>th</sup>.

The Police Department is planning an event at Big Thunder Park. This will include food and activities for children as well a display of First Responder vehicles.

To provide safe access for the community, I am requesting the closure of North Main Street from Perry Street to Menomonie Street from 5:30 to 8:30 pm.

**Motion: To close North Main Street from Perry Street to Menomonie Street from 5:30 pm to 8:30 pm for National Night Out on August 6, 2024.**

SW/sd



**BELVIDERE**  
**POLICE**


*Daniel Smaha*  
*Deputy Chief—Investigations*

*Shane Woody*  
*Chief of Police*

*David Bird*  
*Deputy Chief—Patrol*

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

**TO: MAYOR MORRIS AND CITY COUNCIL**  
**FROM: CHIEF SHANE WOODY**   
**DATE: JULY 8, 2024**  
**RE: MOTION TO ACCEPT DONATIONS**

Please be advised that the Belvidere Police Department has received two donations, as shown below, for the Department's K9 Unit:

|                     |          |               |
|---------------------|----------|---------------|
| Meyer's Kennel Inc. | \$528.00 | Check #26984  |
| Midland States Bank | \$100.00 | Check #344666 |

**Motion: To accept the donation of \$528.00 from Meyer's Kennel Inc. and the donation of \$100.00 from Midland States Bank to be used, as requested, for the purchase of supplies/equipment for our K9 Unit.**

SW/sd