

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
AGENDA

December 16, 2024

Convened in the Council Chambers, 401 Whitney Blvd, Belvidere, IL at 6:00 p.m.
Mayor Clinton Morris presiding.

(1) Roll Call:

(2) Pledge of Allegiance:
Invocation:

(3) Public Comment: (Please register with the City Clerk):

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of
December 2, 2024; as presented.

(5) Public Hearing:

(A) Closeout Disaster Response Grant.
(B) Motion to approve the minutes of the public hearing.

(6) Special Messages and Proclamations:

(A) Growth Dimensions.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$2,677,024.72
Water & Sewer Fund Expenditures: \$ 517,400.60

(8) Committee Reports and Minutes of City Officers:

(A) Monthly Report of Belvidere Police Department Overtime Pay for November
2024.
(B) Monthly Report of Belvidere Fire Department Overtime Pay for November
2024.
(C) Monthly Report of Community Development Department/Planning
Department for November 2024.
(D) Monthly Report of Building Department Revenues, Residential Building
Permits and Case Reports for November 2024.
(E) Monthly General Fund Report for November 2024.
(F) Monthly Water/Sewer Fund Report November 2024.

- (G) Monthly CD Investments for November 2024.
- (H) Minutes of Planning and Zoning Commission December 10, 2024.
- (I) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of December 9, 2024.

(9) Unfinished Business: None

(10) New Business:

- (A) Ord. #709H: 1st Reading – An Ordinance Approving a Preliminary Plat Titled Southowne Subdivision.
- (B) Ord. #710H: 1st Reading – An Ordinance Approving a Final Plat Titled Southtowne Subdivision.
- (C) Ord. #711H – 1st Reading – An Ordinance Approving a Preliminary Plat Titled MH Subdivision.
- (D) Ord. #712H – 1st Reading – An Ordinance Approving a Final Plat Titled MH Subdivision.
- (E) Ord. #713H – 1st Reading – An Ordinance Granting a Special Use to Allow a Planned Development within the GB, General Business District (1940 North State Street).
- (F) Res. #2024-13: A Resolution Authorizing the Mayor to Execute and the Clerk to Attest an Agreement Between the City of Belvidere and Baxter & Woodman/Boller Construction, LLC for the Emergent Replacement of the Boiler/Heat Exchangers for the Waste Water Treatment Plant.
- (G) Res. #2024-14: A Resolution Accepting Public Improvements for Phase 3 of Clines Ford Subsubdivision.

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works December 9, 2024.

Motions of Public Safety – Chairman Matthew Fleury:

- (A) Motion to approve the expenditure of \$16,300 dollars from the Belvidere Police Department impact fees and authorize the Mayor to sign the owner architect agreement for design plans for reworked officer work areas and offices within the lower level of the Boone County Public Safety Building.

- (B) Motion to approve the grant agreement between the State of Illinois, Illinois Department of Transportation and City of Belvidere for FY25 and accept \$55,632.00 in grant funding for traffic enforcement.
- (C) Motion to approve the purchase of 64 Unification pagers, 37 amplifiers from SK Electronics (A-Beep LLC) provided in Estimate #6809 for \$47,803.79 to be paid out of line item 01-5-220-8200.
- (D) Motion to approve the purchase of Motorola equipment as outlined in Quote #146000621 for \$33,766.12 to be paid out of line item 01-5-220-8200.

(11) Adjournment:

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
MINUTES

Date: December 2, 2024

Convened in the Belvidere Council Chambers, 401 Whitney Blvd, Belvidere, Illinois
at 6:00 p.m.

Call to order by Mayor Clinton Morris.

(1) Roll Call: Present: J. Albertini, R. Brereton, M. Fleury, W. Frank, S. Gramkowski,
M. McGee, N. Mulhall, R. Peterson and C. Stevens.

Absent: M. Freeman.

Other staff members in attendance:

Public Works Director Brent Anderson, Budget and Finance Officer Sarah Turnipseed,
Community Development Planner Gina DelRose, Police Chief Shane Woody, Fire Chief
Shawn Schadle, City Attorney Mike Drella and City Clerk Erica Bluege.

(2) Pledge of Allegiance:

Invocation: Mayor Morris.

(3) Public Comment: None.

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of
November 18, 2024; as presented.

Motion by Ald. Peterson, 2nd by Ald. McGee to approve the minutes of the regular
meeting of the Belvidere City Council of November 18, 2024. Aye voice vote carried.
Motion carried.

(5) Public Hearing:

(A) Mayor Morris opened the Public Hearing at 6:03p.m. and stated the
publication for the Public Hearing on the Proposed Property Tax Levy
appeared in the Belvidere Republican on November 21, 2024, and asked if
there was anyone here to address the public hearing, there being none the
public hearing closed at 6:04p.m.

(6) Special Messages and Proclamations:

(A) Report of Ida Public Library by Library Director Mindy Long.

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Approval of the Minutes of the Committee of the Whole – Public Safety and Finance and Personnel of November 25, 2024; as presented.

Motion by Ald. Peterson, 2nd by Ald. Albertini to approve the minutes of the Committee of the Whole – Public Safety and Finance and Personnel of November 25, 2024. Aye voice vote carried. Motion carried.

(9) Unfinished Business:

(A) Ord. #704H – 2nd Reading: An ordinance levying taxes for all corporate purposes for the City of Belvidere, Boone County, Illinois for fiscal year beginning May 1, 2024 and ending April 30, 2025.

Motion by Ald. Peterson, 2nd by Ald. McGee to pass Ord. #704H. Discussion took place in regards to the raising of the tax levy. Roll Call Vote: 9/0 in favor. Ayes: Albertini, Brereton, Fleury, Frank, Gramkowski, McGee, Mulhall, Peterson and Stevens. Nays: None. Motion carried.

(B) Ord. #705H – 2nd Reading: An ordinance making a levy and providing for a Special Service Area #2 tax in the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2024 and ending April 30, 2025.

Motion by Ald. Frank, 2nd by Ald. Peterson to pass Ord. #705H. Roll Call Vote: 9/0 in favor. Ayes: Brereton, Fleury, Frank, Gramkowski, McGee, Mulhall, Peterson, Stevens and Albertini. Nays: None. Motion carried.

(C) Ord. #706H – 2nd Reading: An ordinance making a levy and providing for a Special Service Area #3 tax in the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2024 and ending April 30, 2025.

Motion by Ald. Gramkowski, 2nd by Ald. Peterson to pass Ord. #706H. Roll Call Vote: 9/0 in favor. Ayes: Fleury, Frank, Gramkowski, McGee, Mulhall, Peterson, Stevens, Albertini and Brereton. Motion carried.

(D) Ord. #707H – 2nd Reading: An Ordinance Approving a Replat Titled Re-Subdivision of Lots 5 and 6 of the Final Plat of Deer Woods II.

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Motion by Ald. McGee, 2nd by Ald. Peterson to pass Ord. #707H. Roll Call Vote: 9/0 in favor. Ayes: Frank, Gramkowski, McGee, Mulhall, Peterson, Stevens, Albertini, Brereton and Fleury. Nays: None. Motion carried.

(E) Ord. #708H – 2nd Reading: An Ordinance Granting a Special Use to Allow a Planned Development Within The SR-3, Single-Family Residential -3 District (707/5098 Tuneberg).

Motion by Ald. Frank, 2nd by Ald. McGee to pass Ord. #708H. Roll Call Vote: 9/0 in favor. Ayes: Gramkowski, McGee, Mulhall, Peterson, Stevens, Albertini, Brereton, Fleury and Frank. Nays: None. Motion carried.

(10) New Business: None.

Motions forwarded from Committee of the Whole – Public Safety, Finance & Personnel of November 25, 2024.

(A) Motion to declare an emergency with respect to repairing the bay floor at Station 1 pursuant to Section 2-700(b) of the City's Code. Discussion took place as to why an emergency is being declared. It was noted that it is due to the floor being structurally unsafe for apparatus to park on and the weather. Repair time is estimated to be 2 to 4 weeks. Roll Call Vote: 9/0 in favor. Ayes: McGee, Mulhall, Peterson, Stevens, Albertini, Brereton, Fleury, Frank and Gramkowski. Nays: None. Motion carried.

(B) Motion to approve the Scandoli scope of work and authorize the repair of the Station 1 apparatus floor as set forth in the proposal dated November 11, 2024. The Mayor is authorized to execute the appropriate agreements subject to legal review. Roll Call Vote: 9/0 in favor. Ayes: Mulhall, Peterson, Stevens, Albertini, Brereton, Fleury, Frank, Gramkowski and McGee. Nays: None. Motion carried.

(C) Motion to approve CGI Digital to display banners of local businesses in Downtown Belvidere. A letter from the Belvidere Chamber of Commerce in support of the banners was read. It was noted that there will be no cost to the City. An example of the hardware used to display the banners was shown. Discussion took place as to how businesses apply and how often banners are replaced. Roll Call Vote: 9/0 in favor. Ayes: Peterson, Stevens, Albertini, Brereton, Fleury, Frank, Gramkowski, McGee and Mulhall. Nays: None. Motion carried.

(D) Motion to approve the purchase of the 2025 International 5-yard dump truck from Ascendance Trucks Central in the amount of \$203,459.50. The truck will be paid for from the remaining budgeted Street Department Capital Funds in the amount of \$46,213.19 with the balance of \$157,246.31 from General Fund Reserve. Roll

Belvidere City Council
December 2, 2024

Call Vote: 9/0 in favor. Ayes: Stevens, Albertini, Brereton, Fleury, Frank, Gramkowski, McGee, Mulhall and Peterson. Nays: None. Motion carried.

(E) Motion to approve the purchase of the 2016 Elgin Pelican NP Street Sweeper, in the amount of \$172,173.00, Standard Equipment Company. This vehicle will be paid for from insurance funds. CCMSI will be responsible for salvage of the 2012 TYMCO Sweeper. Roll Call Vote: 9/0 in favor. Ayes: Albertini, Brereton, Fleury, Frank, Gramkowski, McGee, Mulhall, Peterson and Stevens. Nays: None. Motion carried.

(F) Motion to approve that the Belvidere Retail Subdivision original letter-of-credit in the amount of \$1,822,540.00 be reduced to \$814,400.00. It was noted that enough work has been completed to warrant the reduction. Roll Call Vote: 9/0 in favor. Ayes: Brereton, Fleury, Frank, Gramkowski, McGee, Mulhall, Peterson, Stevens and Albertini. Nays: None. Motion carried.

(11) Adjournment:

Motion by Ald. Frank, 2nd by Ald. Gramkowski to adjourn meeting at 6:45p.m. Aye voice vote carried. Motion carried.

Mayor

Attest:

City Clerk

**CITY OF BELVIDERE,
ILLINOIS
NOTICE OF PUBLIC
HEARING**

Notice is hereby given that the corporate authority of the City of Belvidere, Illinois will hold a Public Hearing at 6:00 p.m. on Monday, December 16, 2024, in the City Council Chambers, 401 Whitney Boulevard, Belvidere, Illinois to provide interested parties an opportunity to express their views on the close out Disaster Response grant federally-funded by the Community Development Block Grant (CDBG). Persons with disabilities or non-English speaking persons who wish to attend the public hearing and need assistance should contact Erica Bluege, City Clerk, 401 Whitney Boulevard,

Belvidere, Illinois (815-544-2612) no later than Wednesday, December 11, 2024. Every effort will be made to make reasonable accommodations for these persons.

On or about August 1, 2023, the City of Belvidere applied to the Illinois Department of Commerce and Economic Opportunity for a grant from the State CDBG program. This program was funded by Title I of the federal Housing and Community Development Act of 1974, as amended. The total amount of CDBG funds the City of Belvidere received was \$120,870.70 and addressed the needs of the City of Belvidere for cleanup of debris as a result of the F-1 tornado that passed through the City on March 31, 2023.

Information related to this grant will be available for review prior to the public hearing as of December 9, 2024, at the office of the Belvidere City Clerk, 401 Whitney Boulevard, Belvidere, Illinois between the hours of 8 a.m. and 5 p.m. Interested citizens are invited to provide comments regarding this issue either at the public hearing or by prior written statement. Written comments should be submitted to Erica Bluege, City Clerk, 401 Whitney Boulevard, Belvidere, Illinois no later than Friday, December 13, 2024, in order to ensure placement of such comments in the official record of the public hearing proceedings. This project will result in no displacement of any persons or businesses. For additional information concerning the completed project, please contact Brent Anderson, Public Works Director, by phone (815-544-9256) or by email (banderson@belvidereil.gov).

City of Belvidere, Illinois
Erica Bluege, City Clerk

(Published in the
Belvidere Republican
Dec. 5, 2024)

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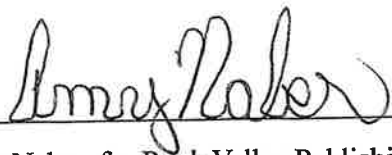
Official Certificate of Publication State of Illinois

County of Boone

City/Village of Belvidere

Rock Valley Publishing, LLC, certifies that it is the publisher of the Belvidere Republican; that such paper is a secular newspaper of general circulation in said county, has been continuously published for more than fifty (50) weeks prior to the first publication of the attached notice; that it is printed and published in the village/city, county and state aforesaid and is a newspaper as defined by 715 ILCS 5/5. It hereby further certifies that a notice, of which the attached notice is a true copy, has been legally published in said newspaper 1 time(s) for 1 consecutive weeks(s); that the first publication was on the 5th day of December, 2024; the last publication was on the 5th day of December, 2024. This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1

Signed



By Amy Naber, for Rock Valley Publishing, LLC

Bills Payable Summary
DATE OF PAYABLES

December 16, 2024

General Fund:	\$2,237,557.90
Special Funds:	
Farmington Ponds SSA#2	\$563.69
Farmington Ponds SSA#3	\$402.54
Capital	\$436,700.59
MFT	\$0.00
TIF	\$0.00
Escrow	\$1,800.00
Total General & Special Funds:	\$2,677,024.72
Water & Sewer:	\$517,400.60
Total of all Funds	\$3,194,425.32

Fire Overtime Report - November 2024

Pay Periods 10-19-24/11-15-2024

Home Department Description	Payroll Name	Date	Overtime Hours	Timecard Work Labor Field 1
FIRE	Beck, Mark E	10/21/2024	1.5	Maintenance
FIRE	Beck, Mark E	10/22/2024	6	Inspections
FIRE	Beck, Mark E	10/28/2024	8.5	Inspections
FIRE	Beck, Mark E	11/2/2024	0.5	Additional Manpower
FIRE	Beck, Mark E	11/6/2024	5	Inspections
FIRE	Beck, Mark E	11/8/2024	2	Additional Manpower
FIRE	Beck, Mark E	11/12/2024	5	Inspections

Totals for Payroll Name Beck, Mark E

Total

28.5

FIRE

Totals for Payroll Name Burdick, David

Total

Burdick, David

10/20/2024

1.5 Additional Manpower

1.5

FIRE

Totals for Payroll Name Drall, Daniel C

Total

Drall, Daniel C

10/21/2024

6.5 Public Education

Drall, Daniel C

10/22/2024

5.75 Public Education

12.25

FIRE

Totals for Payroll Name Ellwanger, Adam A

Total

Ellwanger, Adam A

10/28/2024

2 Additional Manpower

Ellwanger, Adam A

10/28/2024

2 Additional Manpower

4

FIRE

Totals for Payroll Name Erber, Joseph D

Total

Erber, Joseph D

10/26/2024

5.5 Teams

Erber, Joseph D

10/28/2024

2 Additional Manpower

Erber, Joseph D

11/6/2024

3.5 Teams

Totals for Payroll Name Erber, Joseph D

Total

11

FIRE	Gunsteen, Robert J	10/21/2024	6.5	Public Education
FIRE	Gunsteen, Robert J	10/22/2024	5.75	Public Education
Totals for Payroll Name Gunsteen, Robert J				12.25
Total				
FIRE	Letourneau, Christopher R	11/5/2024	2	Administration
Totals for Payroll Name Letourneau, Christopher R				2
Total				
FIRE	Mead, Stephen C	10/22/2024	24	Fire Dept Shift Coverage
FIRE	Mead, Stephen C	10/28/2024	2	Additional Manpower
FIRE	Mead, Stephen C	11/2/2024	5	Teams
FIRE	Mead, Stephen C	11/12/2024	24	Fire Dept Shift Coverage
Totals for Payroll Name Mead, Stephen C				55
Total				
FIRE	Mitchell, Cory	10/23/2024	4.15	Teams
FIRE	Mitchell, Cory	10/26/2024	5.45	Teams
FIRE	Mitchell, Cory	11/2/2024	5.5	Teams
FIRE	Mitchell, Cory	11/10/2024	4	Fire Dept Shift Coverage
Totals for Payroll Name Mitchell, Cory				19.1
Total				
FIRE	Pavlatos, Gregory R	10/26/2024	5	Teams
FIRE	Pavlatos, Gregory R	11/6/2024	3	Teams
Totals for Payroll Name Pavlatos, Gregory R				8
Total				
FIRE	Tangye, Travis N	11/5/2024	2	Administration
Totals for Payroll Name Tangye, Travis N				2
Total				

FIRE	Winnie, Todd J	10/19/2024	8.25	Fire Dept Training
FIRE	Winnie, Todd J	10/20/2024	5.5	Fire Dept Training

Totals for Payroll Name Winnie, Todd J
 Total 13.75

Grand Totals
 Total 169.35

BELVIDERE

Community Development Department Planning Department

401 Whitney Boulevard, Suite 300, Belvidere, Illinois, 61008 (815) 547-7177 FAX (815) 547-0789

November 2024 Monthly Report

Number	Project	Description	Processed
2	Cases: November	Deer Woods II, RP	10/1/2024
		Clinton, 5098 Tuneberg Parkway, SU	10/1/2024
5	Cases: December	Southtowne Subdivision, PP	11/12/2024
		Southtowne Subdivision, FP	11/12/2024
		MH Subdivision, PP	11/18/2024
		MH Subdivision, FP	11/18/2024
		MH Bradley LLC, 1940 Dodge Lanes, SU	11/12/2024
0	Annexation	None	
0	Temporary Uses	None	
1	Site Plans (New/Revised)	1000 Townhall Road	11/15/2024
1	Final Inspection	1245 Irene Road	11/21/2024
0	Downtown Overlay Review		
3	Prepared Zoning Verification Letters	1115 Logan Avenue	11/7/2024
		110 W. Boone St/524 N. State St	11/21/2024
		830 Columbia Avenue	11/21/2024
1	Issued Address Letters	110 W. Boone St/524 N. State St	11/15/2024
	Belvidere Historic Preservation Commission	The Commission held their awards program on November 14th. It was well attended and many of the recipients were overwhelmed with gratitude. There was no November meeting.	
	Heritage Days	None	
	Hometown Christmas	Staff attended planning meetings, arranged for the Belvidere Historic Preservation Commission to have a table at the Boone County Museum of History, helped relocate Fire Station vendors and assisted with the City Hall sponsored 4-H.	

Scanned Plats: E-mail, Print and/or Burn

- 9 Recorder's Office
- 7 Other Department
- 0 General Public

Planning Department Current Duties

- Close out completed planning case files
- Respond to all FOIA requests

Planning Monthly Report Cont.

Work with 911, Fire Department and Post Office to verify all addresses in the City

Assist Growth Dimensions with requested data

Meetings and phone calls with developers regarding potential development

Phone calls/walk-ins for questions regarding zoning, floodplain, development, etc.

Prepare minutes, agendas and packets for various committees, commissions and boards

Prepare deposits and purchase orders for bill payments

**City of Belvidere
Building Department Revenues
Nov-24**

	# OF PERMITS	
Code Enforcement Violations	3	\$ 500.00
Submittal	0	\$ -
Electrical Registrations	3	\$ 150.00
Total Permits Issued	51	
Total Value of Construction		\$ 1,584,325.00
Building Fees	51	\$ 12,255.98
Electric Permit Fees	11	\$ 911.70
Plumbing Permit Fees	6	\$ 725.00
HVAC Permit Fees	1	\$ 301.25
Insulation Permit Fees	1	\$ 30.00
Plan Review Fees	18	\$ 2,437.43
Zoning Review Fees	17	\$ 260.00
Fire Dept Review Fees	4	\$ 1,320.00
Sign Permit Fees	5	\$ 540.00
Fence Permit Fees	5	\$ 150.00
SW,DW & GR Fees	0	\$ -
Reinspection/Misc.		
Total Permit Income		\$ 18,931.36
Enterprise Zone Discount	1	\$5,458.31
Total Permit Fees		\$ 24,389.67
BREAK DOWN OF COMMERCIAL vs. RESIDENTIAL INCOME		
Commercial/Industrial Income	15	\$ 9,686.80
Residential Income	36	\$ 9,244.56
	TOTAL	\$ 18,931.36
	VALUE	
Multi Family (New Construction)	0	\$ -
Single Family Residence (New Const)	0	\$ -
Commercial/ Industrial	15	\$ 1,077,725.00
Other Residential	36	\$ 506,600.00
	TOTAL	\$ 1,584,325.00

NOVEMBER 2024 MONTHLY PERMIT REPORT

Permit #	Date	Street #	Dir	Street Name	Zone	Value	Construction Type	BLDG	ELECT	PLUMB	HVAC	INS	REVW	ZONG	FD REVW	SIGN	FENCE	SW/DW	AMT PD	EZ	TOTAL FEE
2024-1247	11/01/24	1760		Parkside Dr	SR4	\$5,000.00	Deck 20 X 12 Wood	\$110.00					\$10.00	\$10.00					\$130.00		\$130.00
2024-1248	11/01/24	1319		Julien St	SR6	\$9,000.00	Tear off/Re roof	\$170.00											\$170.00		\$170.00
2024-1172	11/04/24	107	N	State St	CB	\$25,970.00	Window & Door Replacement	\$165.00											\$165.00		\$165.00
2024-1230	11/04/24	219	N	State St	CB	\$7,200.00	Deck Paint & Repair Limestone	\$217.00					\$121.00	\$25.00					\$363.00		\$363.00
2024-1244	11/04/24	425	W	Lincoln Ave	SR6	\$35,400.00	1 Beams	\$566.00					\$10.00	\$25.00					\$576.00		\$576.00
2024-1229	11/04/24	2234		Gateway Center Dr	SR6	\$47,000.00	4 Signs	\$100.00					\$195.00	\$25.00	\$240.00				\$585.00		\$585.00
2024-1111	11/04/24	317	W	Perry St	SR6	\$8,688.00	Window Replacement (4)	\$165.32					\$10.00	\$25.00					\$165.32		\$165.32
2024-1242	11/04/24	936		Fremont St	SR6	\$6,000.00	Deck 10 X 24	\$125.00					\$135.00	\$25.00					\$160.00		\$160.00
2024-1249	11/04/24	115	W	Lincoln Ave	CB	\$5,300.00	Sign	\$25.00	\$50.00				\$10.00	\$10.00	\$60.00				\$75.00		\$75.00
2024-1232	11/04/24	2918	E	6th St	SR4	\$7,280.00	Fence 6' Wood	\$25.00					\$10.00	\$10.00					\$113.00		\$113.00
2024-1251	11/04/24	1237		Logan Ave	SR6	\$5,200.00	Siding Replacement 2 Walls	\$113.00					\$10.00	\$10.00					\$155.00		\$155.00
2024-1254	11/05/24	818		Grover St	SR6	\$4,600.00	Sewer/Water Repair	\$25.00	\$130.00				\$10.00	\$10.00					\$155.00		\$155.00
2024-1255	11/05/24	816		Garfield Ave	SR6	\$6,798.00	Sewer/Water Repair	\$25.00	\$130.00				\$10.00	\$10.00					\$155.00		\$155.00
2024-0919	11/05/24	600	S	State St	CB	\$11,990.00	Suppression System	\$25.00	\$75.00				\$153.00	\$25.00					\$253.00		\$253.00
2024-1257	11/06/24	527	S	State St	CB	\$975.00	Window Replacement (1)	\$165.00					\$97.50	\$25.00	\$145.00				\$292.50		\$292.50
2024-1258	11/06/24	642		Crystal Pkwy	PI	\$10,360.00	Signs	\$25.00					\$55.00	\$25.00	\$35.00				\$165.00		\$165.00
2024-1259	11/06/24	1890		Crystal Pkwy	PI	\$3,550.00	Sign	\$25.00	\$25.00				\$165.00	\$25.00					\$172.68		\$172.68
2024-1252	11/07/24	2109		National Sewing Av	SR4	\$75,845.00	Tear off/Re roof Metal	\$1,172.68					\$239.26	\$239.26					\$239.26		\$239.26
2024-1245	11/07/24	131		Blester Dr	SR6	\$13,617.00	Window Replacement (4)	\$239.26					\$110.00	\$110.00					\$110.00		\$110.00
2024-1264	11/07/24	510		Gardner	SR6	\$5,000.00	Siding Replacement	\$110.00					\$245.00	\$245.00					\$245.00		\$245.00
2024-1266	11/08/24	1225		Berlyan St	SR6	\$14,000.00	tear off / re roof	\$245.00					\$338.63	\$338.63					\$338.63		\$338.63
2024-1265	11/08/24	1213		Oakley St	SR6	\$20,242.00	tear off / re roof	\$338.63					\$10.00	\$10.00					\$75.00		\$75.00
2024-1263	11/08/24	504		Rhythm King Rd	SR4	\$17,000.00	Fence 5' Vinyl	\$25.00					\$30.00	\$30.00					\$75.00		\$75.00
2024-1268	11/08/24	116	N	State St	CB	\$15,000.00	Commercial Hood Install	\$295.00					\$123.00	\$123.00					\$418.00		\$418.00
2024-1267	11/12/24	515		Buchanan St	SR6	\$75,000.00	interior remodel	\$1,160.00	\$196.70	\$240.00	\$301.25	\$30.00	\$29.50	\$10.00					\$1,967.45		\$1,967.45
2024-1271	11/13/24	1927		Southwick Ln	SR4	\$24,000.00	tear off / re roof	\$395.00					\$10.00	\$10.00					\$395.00		\$395.00
2024-1241	11/14/24	531	E	Lincoln Ave	SR4	\$8,000.00	Porch	\$155.00					\$10.00	\$10.00					\$175.00		\$175.00
2024-1277	11/14/24	3904		Greenspire Ct	MISRL	\$4,000.00	replace deck guardrail	\$95.00					\$95.00	\$95.00					\$95.00		\$95.00
2024-1281	11/15/24	521		Elmwood	SR6	\$30,000.00	Solar Panel Install	\$105.00	\$75.00				\$10.00	\$10.00					\$200.00		\$200.00
2024-1238	11/15/24	1225		9th Ave	SR6	\$18,500.00	Solar Panel Install	\$105.00	\$75.00				\$10.00	\$10.00					\$200.00		\$200.00
2024-0779	11/15/24	2234		Gateway Center Dr	SR6	\$16,000.00	sprinkler work	\$25.00		\$75.00			\$573.00	\$573.00					\$673.00		\$673.00
2024-1274	11/18/24	740	W	Locust St	SR6	\$2,500.00	Electric 3 phase	\$105.00	\$90.00				\$195.00	\$195.00					\$195.00		\$195.00
2024-1276	11/18/24	510	S	Main St	SR6	\$13,000.00	Window Replacement (18)	\$230.00					\$230.00	\$230.00					\$230.00		\$230.00
2024-1273	11/19/24	1576		Crosslink Pkwy	SR6	\$0.00	install Hose Drops	\$75.00		\$75.00			\$471.00	\$471.00					\$571.00		\$571.00
2024-1279	11/19/24	402		Van Buren St	SR6	\$7,000.00	Tear off/Re Roof	\$140.00					\$140.00	\$140.00					\$140.00		\$140.00
2024-1284	11/19/24	1917		Lafayette Dr	SR6	\$2,300.00	Electrical Work	\$109.50	\$50.00				\$159.50	\$159.50					\$159.50		\$159.50
2024-1286	11/19/24	1700		12th Ave	SR6	\$4,000.00	Fence 6' Wood	\$25.00					\$30.00	\$30.00					\$75.00		\$75.00
2024-1288	11/19/24	320	W	6th St	SR6	\$4,500.00	Electrical Work 800 amp	\$3,573.87	\$65.00				\$1,819.43	\$10.00					\$5,458.30	\$5,458.31	\$10,916.61
2024-1253	11/19/24	775		Logistics Dr	SR6	\$23,180.00	Fence 4'x6' Wood	\$25.00					\$10.00	\$10.00					\$75.00		\$75.00
2024-1289	11/20/24	123	W	High Line St	SR6	\$13,500.00	Tear off/Re roof	\$237.50					\$237.50	\$237.50					\$237.50		\$237.50
2024-1285	11/20/24	522	E	Macomb St	SR6	\$2,000.00	Upgrade Electric 100 amp	\$25.00	\$55.00				\$80.00	\$80.00					\$80.00		\$80.00
2024-1291	11/20/24	1315		Union Ave	SR6	\$7,000.00	Siding Replacement	\$140.00					\$140.00	\$140.00					\$140.00		\$140.00
2024-0753	11/21/24	301		Taylor Ridge	SR4	\$4,500.00	Fence 6' Wood	\$25.00					\$30.00	\$30.00					\$75.00		\$75.00
2024-1290	11/22/24	401	E	Lincoln Ave	SR6	\$26,400.00	Tear off/Re roof	\$431.00					\$431.00	\$431.00					\$431.00		\$431.00
2024-1292	11/22/24	311	W	Boone St	SR6	\$3,500.00	Sewer Repair	\$25.00	\$130.00				\$155.00	\$155.00					\$155.00		\$155.00
2024-1297	11/22/24	4442		Deer Valley Cl	SR6	\$1,116.00	Front Porch Add-on	\$65.00					\$85.00	\$85.00					\$85.00		\$85.00
2024-1293	11/22/24	325	W	Madison St	SR6	\$5,180.00	Window Replacement (6)	\$112.70					\$112.70	\$112.70					\$112.70		\$112.70
2024-1294	11/22/24	541		Warren Ave	SR6	\$3,865.00	Window Replacement (4)	\$92.98					\$92.98	\$92.98					\$92.98		\$92.98
2024-1295	11/22/24	1610		Whitney Blvd	SR6	\$11,769.00	Window Replacement (10)	\$211.54					\$211.54	\$211.54					\$211.54		\$211.54
2024-1299	11/25/24	823	E	Memorie St	SR6	\$9,000.00	Tear off/Re roof	\$170.00					\$170.00	\$170.00					\$170.00		\$170.00
2024-1301	11/27/24	744		Beloit Rd	SR6	\$3,500.00	Wall Sign replacement	\$25.00					\$60.00	\$60.00					\$60.00		\$60.00
						\$1,584,325.00		\$12,255.98	\$911.70	\$725.00	\$301.25	\$50.00	\$2,437.43	\$260.00	\$1,320.00	\$540.00	\$150.00	\$0.00	\$18,931.36	\$5,458.31	\$24,389.67
								51	11	6	6	1	1	17	4	5	5	0		1	

RESIDENTIAL MONTHLY REPORT NOVEMBER 2024

Permit #	Date	Street #	Dir	Street Name	Zone	Value	Construction Type	BLDG	ELECT	PLUMB	HVAC	INS	REVW	ZONG	FD REVW	SIGN	FENCE	SW/DW	AMT PD
2024-1247	11/01/24	1760		Parkside Dr	SR4	\$5,000.00	Deck 20 X 12 Wood	\$110.00					\$10.00	\$10.00					\$130.00
2024-1248	11/01/24	1319		Julien St	SR6	\$9,000.00	Tear off/Re roof	\$566.00					\$10.00						\$170.00
2024-1244	11/04/24	425	W	Lincoln Ave	SR6	\$35,400.00	I Beams	\$566.00					\$10.00						\$576.00
2024-1111	11/04/24	317	W	Perry St	SR6	\$8,688.00	Window Replacement (4)	\$165.32					\$10.00						\$165.32
2024-1242	11/04/24	936		Fremont St	SR6	\$6,000.00	Deck 10 X 24	\$125.00					\$10.00						\$135.00
2024-1232	11/04/24	2918	E	6th St	SR4	\$7,280.00	Fence 6' Wood	\$25.00					\$10.00	\$10.00			\$30.00		\$75.00
2024-1254	11/05/24	818		Grover St	SR6	\$4,600.00	Sewer/Water Repair	\$25.00		\$130.00									\$155.00
2024-1255	11/05/24	816		Garfield Ave	SR6	\$6,798.00	Sewer/Water Repair	\$25.00		\$130.00									\$155.00
2024-1252	11/07/24	2109		National Sewing Av	SR4	\$75,845.00	Tear off/Re roof Metal	\$1,172.68											\$1,172.68
2024-1245	11/07/24	131		Blester Dr	SR6	\$13,617.00	Window Replacement (4)	\$239.26											\$239.26
2024-1246	11/07/24	510		Gardner	SR6	\$5,000.00	Siding Replacement	\$110.00											\$110.00
2024-1266	11/08/24	1225		Berylan St	SR6	\$14,000.00	tear off / re roof	\$245.00											\$245.00
2024-1265	11/08/24	1213		Oakley St	SR6	\$20,242.00	tear off / re roof	\$338.63											\$338.63
2024-1263	11/08/24	504		Rythym King Rd	SR4	\$17,000.00	Fence 5' vinyl	\$25.00					\$10.00	\$10.00			\$30.00		\$75.00
2024-1267	11/12/24	515		Buchanan St	SR6	\$75,000.00	interior remodel	\$1,160.00				\$30.00	\$29.50	\$10.00					\$1,967.45
2024-1271	11/13/24	1927		Southwick Ln	SR4	\$24,000.00	tear off / re roof	\$395.00											\$395.00
2024-1241	11/14/24	531	E	Lincoln Ave	SR6	\$8,000.00	Porch	\$155.00					\$10.00	\$10.00					\$175.00
2024-1277	11/14/24	3904		Greenspire Ct	MR8L	\$4,000.00	replace deck guardrail	\$95.00											\$95.00
2024-1281	11/15/24	521		Elmwood	SR6	\$30,000.00	Solar Panel Install	\$105.00	\$75.00				\$10.00	\$10.00					\$200.00
2024-1238	11/15/24	1225		9th Ave	SR6	\$18,500.00	Solar Panel Install	\$105.00	\$75.00				\$10.00	\$10.00					\$200.00
2024-1276	11/18/24	510	S	Main St	SR6	\$13,000.00	Window Replacement (18)	\$230.00											\$230.00
2024-1279	11/19/24	402		Van Buren St	SR6	\$7,000.00	Tear off/Re Roof	\$140.00											\$140.00
2024-1284	11/19/24	1917		Lafayette Dr	SR6	\$2,300.00	Electrical Work	\$109.50	\$50.00										\$159.50
2024-1286	11/19/24	1700		12th Ave	SR6	\$4,000.00	Fence 6' Wood	\$25.00					\$10.00	\$10.00			\$30.00		\$75.00
2024-1288	11/19/24	320	W	6th St	SR6	\$4,500.00	Fence 4'x6' Wood	\$25.00					\$10.00	\$10.00			\$30.00		\$75.00
2024-1289	11/20/24	123		High Line St	SR6	\$13,500.00	Tear off/Re roof	\$237.50											\$237.50
2024-1285	11/20/24	522	E	Macomb St	SR6	\$2,000.00	Upgrade Electric 100 amp	\$25.00	\$55.00										\$80.00
2024-1291	11/20/24	1315		Union Ave	SR6	\$7,000.00	Siding Replacement	\$140.00					\$10.00	\$10.00			\$30.00		\$140.00
2024-0753	11/21/24	301		Taylor Ridge	SR4	\$4,500.00	Fence 6' Wood	\$25.00											\$25.00
2024-1290	11/22/24	401	E	Lincoln Ave	SR6	\$26,400.00	Tear off/Re roof	\$431.00											\$431.00
2024-1298	11/22/24	311	W	Boone St	SR6	\$3,500.00	Sewer Repair	\$25.00	\$130.00										\$155.00
2024-1297	11/22/24	4442		Deer Valley Cl	SR6	\$1,116.00	Front Porch Add-on	\$65.00					\$10.00	\$10.00					\$85.00
2024-1293	11/22/24	325	W	Madison St	SR6	\$5,180.00	Window Replacement (6)	\$112.70											\$112.70
2024-1294	11/22/24	541		Warren Ave	SR6	\$3,865.00	Window Replacement (4)	\$92.98											\$92.98
2024-1295	11/22/24	1610		Whitney Blvd	SR6	\$11,769.00	Window Replacement (10)	\$211.54											\$211.54
2024-1299	11/25/24	823	E	Menomonic St	SR6	\$9,000.00	Tear off/Re roof	\$170.00											\$170.00
								\$7,422.11	\$581.70	\$500.00	\$301.25	\$30.00	\$149.50	\$110.00	\$0.00	\$0.00	\$150.00	\$0.00	\$9,244.56
								36	6	3	1	1	13	11	0	0	0	5	0

COMMERCIAL MONTHLY REPORT NOVEMBER 2024

Permit #	Date	Street #	Dir	Street Name	Zone	Value	Construction Type	BLDG	ELECT	PLUMB	HVAC	INS	REVW	ZONG	FD REVW	SIGN	FENCE	SW/DW	AMT PD	EZ	TOTAL FEE	
2024-1172	11/04/24	107	N	State St	CB	\$25,970.00	Window & Door Replacement	\$165.00											\$165.00		\$165.00	
2024-1230	11/04/24	219	N	State St	CB	\$7,200.00	Tuck Point & Repair Limestone	\$217.00					\$121.00	\$25.00					\$363.00		\$363.00	
2024-1229	11/04/24	2234		Gateway Center Dr	RB	\$47,000.00	4 Signs	\$25.00	\$100.00				\$195.00	\$25.00	\$240.00				\$585.00		\$585.00	
2024-1249	11/04/24	115	W	Lincoln Ave	CB	\$5,300.00	Sign	\$25.00	\$50.00				\$60.00	\$25.00					\$160.00		\$160.00	
2024-1251	11/04/24	1237		Logan Ave	GB	\$5,200.00	Siding Replacement 2 Walls	\$113.00						\$25.00					\$113.00		\$113.00	
2024-0919	11/05/24	600	S	State St	CB	\$11,990.00	Suppression System	\$25.00		\$75.00					\$153.00				\$253.00		\$253.00	
2024-1257	11/06/24	527	S	State St	CB	\$975.00	Window Replacement (1)	\$165.00											\$165.00		\$165.00	
2024-1258	11/06/24	642		Crystal Pkwy	PI	\$10,360.00	Signs	\$25.00					\$97.50	\$25.00		\$145.00			\$292.50		\$292.50	
2024-1259	11/06/24	1890		Crystal Pkwy	PI	\$3,550.00	Sign	\$25.00	\$25.00				\$55.00	\$25.00		\$35.00			\$165.00		\$165.00	
2024-1268	11/08/24	116	N	State St	CB	\$15,000.00	Commercial Hood Install	\$295.00							\$123.00				\$418.00		\$418.00	
2024-0779	11/15/24	2234		Gateway Center Dr	GB	\$16,000.00	sprinkler work	\$25.00		\$75.00					\$573.00				\$673.00		\$673.00	
2024-1274	11/18/24	740	W	Louist St	GB	\$2,500.00	Electric 3 phase	\$105.00	\$90.00										\$195.00		\$195.00	
2024-1273	11/19/24	1576		Crosslink Pkwy	HI	\$0.00	Install Hose Drops	\$25.00		\$75.00					\$471.00				\$571.00		\$571.00	
2024-1253	11/19/24	775		Logistics Dr	FI	\$923,180.00	Electrical Work 800 amp	\$3,573.87	\$65.00				\$1,819.43	\$25.00		\$60.00			\$5,458.30		\$10,916.61	
2024-1301	11/27/24	744		Beloit Rd	PH	\$3,500.00	Wall Sign replacement	\$25.00											\$110.00		\$110.00	
						\$1,077,725.00		\$4,833.87	\$330.00	\$225.00	\$0.00	\$0.00	\$2,287.93	\$150.00	\$1,320.00	\$540.00	\$0.00	\$0.00	\$9,686.80	\$5,458.31	\$15,145.11	
								15	5	3	0	0	5	6	4	5	0	0	0	16	1	

EZ Discount Report - NOVEMBER 2024

Permit #	Date	NO	DIR	STREET	ZON	E	Value	Construction	Building	Electric	Plumbing	HVAC	INSL	REVW	Zong	FD	Sign	Fence	SW&DW	Paid	EZ Discount	Total Fee
2024-1253	11/19/24	775	Logistics Dr	PI			\$923,180.00	Critical Work 800 e	\$3,573.87	\$65.00				\$1,819.43						\$5,458.30	\$5,458.31	\$10,916.61
																				\$0.00	\$0.00	\$0.00
																				\$0.00	\$0.00	\$0.00
																				\$0.00	\$0.00	\$0.00
																				\$0.00	\$0.00	\$0.00
																				\$0.00	\$0.00	\$0.00
							\$923,180.00		\$3,573.87	\$65.00				\$1,819.43	\$0.00	\$0.00	\$0.00		\$0.00	\$5,458.30	\$5,458.31	\$10,916.61
1																						

CODE ENFORCEMENT VIOLATIONS NOVEMBER 2024

Permit #	Date	Street #	Dir	Street Name	Zone	Code Enforcement Check		
						Enforcement Fee	#/Cash	Owner
24-0434	11/15/24	635		Bellwood		\$100.00	3217	Sabrina Peterson
24-0346	11/15/24	1302		Union Ave		\$300.00	1385	Steve Serwatka
24-0426	11/21/24	1634		Fox Field Dr		\$100.00	5123	Wanter Berlin

\$500.00

NOVEMBER 2024 DEPOSIT RECORDS

DATE	BUILDG	ELECT	PLUMBG	HVAC	INSL	REVV	ZONG	SIGN	FENCE	SW&DW	AMT PAID	EZ DISC	TOTAL FEE	REINSPECT/ MISC	FD Revw	CODE ENF	ELECTR CERT	TOTAL DEP	Planning
11/1/2024	\$280.00					\$10.00	\$10.00				\$300.00		\$300.00					\$300.00	
11/2/2024											\$0.00		\$0.00					\$0.00	
11/3/2024											\$0.00		\$0.00					\$0.00	
11/4/2024	\$1,426.32	\$150.00				\$346.00	\$85.00	\$300.00	\$30.00		\$2,337.32		\$2,337.32				\$50.00	\$2,387.32	
11/5/2024	\$75.00		\$335.00								\$410.00		\$410.00		\$153.00			\$563.00	
11/6/2024	\$215.00	\$25.00				\$152.50	\$50.00	\$180.00			\$622.50		\$622.50					\$622.50	
11/7/2024	\$1,521.94					\$10.00	\$10.00		\$30.00		\$1,521.94		\$1,521.94	\$25.00				\$1,546.94	\$25.00
11/8/2024	\$903.63										\$953.63		\$953.63		\$123.00			\$1,076.63	
11/9/2024											\$0.00		\$0.00					\$0.00	
11/10/2024											\$0.00		\$0.00					\$0.00	
11/11/2024											\$0.00		\$0.00					\$0.00	
11/12/2024											\$0.00		\$0.00					\$0.00	
11/13/2024											\$0.00		\$0.00					\$0.00	
11/14/2024	\$1,805.00	\$196.70	\$240.00	\$301.25	\$30.00	\$99.50	\$20.00				\$2,632.45		\$2,632.45				\$50.00	\$2,682.45	
11/15/2024	\$235.00	\$150.00	\$75.00			\$20.00	\$20.00				\$500.00		\$500.00		\$573.00	\$400.00		\$1,473.00	
11/16/2024											\$0.00		\$0.00					\$0.00	
11/17/2024											\$0.00		\$0.00					\$0.00	
11/18/2024	\$335.00	\$90.00									\$425.00		\$425.00	\$4,450.00				\$4,875.00	\$4,450.00
11/19/2024	\$3,898.37	\$115.00	\$75.00			\$1,839.43	\$20.00		\$60.00		\$6,007.80	\$5,458.31	\$11,466.11		\$471.00			\$6,478.80	
11/20/2024	\$402.50	\$55.00									\$457.50		\$457.50	\$30.00				\$487.50	\$30.00
11/21/2024	\$25.00					\$10.00	\$10.00		\$30.00		\$75.00		\$75.00	\$50.00			\$50.00	\$275.00	\$50.00
11/22/2024	\$938.22	\$130.00				\$10.00	\$10.00				\$1,088.22		\$1,088.22					\$1,088.22	
11/23/2024											\$0.00		\$0.00					\$0.00	
11/24/2024											\$0.00		\$0.00					\$0.00	
11/25/2024	\$170.00										\$170.00		\$170.00					\$170.00	
11/26/2024											\$0.00		\$0.00					\$0.00	
11/27/2024	\$25.00						\$25.00	\$60.00			\$110.00		\$110.00					\$110.00	
11/28/2024											\$0.00		\$0.00					\$0.00	
11/29/2024											\$0.00		\$0.00					\$0.00	
11/30/2024											\$0.00		\$0.00					\$0.00	
	\$12,255.98	\$911.70	\$725.00	\$301.25	\$30.00	\$2,437.43	\$260.00	\$540.00	\$150.00	\$0.00	\$17,611.36	\$5,458.31	\$23,069.67	\$4,555.00	\$1,320.00	\$500.00	\$150.00	\$24,136.36	\$4,555.00

Code Violations - November 2024

Case Date	Parcel Address	Assigned	Description	Status
Group: Closed				
11/4/2024	631 BUCHANAN ST	Cara Whetsel	chickens & rooster on property making a lot of noise.	Closed
11/4/2024	1705 S STATE ST	Cara Whetsel	tall grass & weeds, garbage	Closed
11/4/2024	2061 N STATE ST	Cara Whetsel	tall grass, weeds, underbrush	Closed
11/4/2024	2115 N STATE ST	Cara Whetsel	tall grass, weeds, underbrush	Closed
11/4/2024	2001 N STATE ST	Cara Whetsel	tall grass & weeds, garbage	Closed
11/4/2024	1052 BELVIDERE RD	Cara Whetsel	tall grass & weeds, garbage	Closed
11/4/2024	627 BUCHANAN ST	Cara Whetsel	chickens & rooster	Closed
11/4/2024	1423 11TH AVE	Cara Whetsel	garbage & rubbish front yard	Closed
11/5/2024	1150 N STATE ST	Cara Whetsel	tall grass & weeds, garbage	Closed
11/5/2024	1616 WILDROSE DR	Cara Whetsel	trailer parked over sidewalk & home occ w/o permit	Closed
11/5/2024	635 BELLWOOD DR	Cara Whetsel	tall grass & weeds	Closed
11/5/2024	1635 GLEN ELMS DR	Cara Whetsel	inop vehicle	Closed
11/6/2024	1019 FREMONT ST	Cara Whetsel	inoperable vehicle	Closed
11/8/2024	1311 GROVER ST	Cara Whetsel	large pile of rubbish & debris in back yard. looks like a fire pit	Closed
11/8/2024	727 UNION AVE	Cara Whetsel	numerous commercial trucks w/ over class "B" plates	Closed
11/15/2024	521 S STATE ST	Cara Whetsel	old couch behind building	Closed
11/21/2024	1942 GATEWAY CENTER DR	Cara Whetsel	sewage backing up into store from floor drain & store heat not working, less than 65* in store	Closed
11/22/2024	612 RUTH CIR	Cara Whetsel	chickens in back yard being kept under a trampoline surrounded with a chicken wire fence.	Closed
11/25/2024	827 GROVER ST	Cara Whetsel	BFD cut off gas. Tenant was burning random things on the stove top. Therefore stove top is no longer in working condition. Chard back wall from burning & cockroach infestation	Closed

Group Total: 19

Group: In Progress

11/6/2024	406 BIESTER DR	Cara Whetsel	rubbish & tall weeds	In Progress
11/22/2024	217 S STATE ST	Cara Whetsel	broken & missing siding, bare wood, small (storage) overhang at the back of the building is pulling away from the main wall, foundation system of the back overhang is not properly anchored (missing & loose bolts), foundation wall has cracks and holes in the brick and concrete	In Progress
11/22/2024	528 RIVER DR	Cara Whetsel	rubbish & debris in the back yard. old couch, refrigerator, used oil cans, tires	In Progress

Group Total: 3**Group: Ticketed**

11/4/2024	1000 NETTIE ST	Cara Whetsel	inop vehicles, vehicles parking on grass, too many RVs, RVs parking on grass & inoperable. Illegal home business, garbage & rubbish, fence in disrepair	Ticketed
11/4/2024	1405 S MAIN ST	Cara Whetsel	chickens, inoperable vehicles, too many RVs, RV too close to curb (15' min) , & inoperable RVs	Ticketed
11/5/2024	902 PROSPECT ST	Cara Whetsel	lights on fence facing neighbors windows, 3 pigs outside, homemade pool w/tarps & wood, rubbish (broken fence panels & tires in yard	Ticketed
11/21/2024	426 W PERRY ST	Cara Whetsel	garbage, broken fence, inop vehicle	Ticketed

Group Total: 4

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Total Records: 26

INCOME STATEMENT FOR THE GENERAL FUND

Account #	Actual FY24	Through	November	2024	58% of Budget	
		Month of November	YTD Actual for FY25	Budget FY25		
General Administration						
Unbilled Accounts Receivable	01-4-110-1260	0.20	0.00	0.00	0	0%
RE Property Tax	01-4-110-4010	1,771,565.35	98,970.62	1,771,526.54	1,769,385	100%
Hotel / Motel Tax	01-4-110-4011	1,045.04	0.00	793.41	2,000	40%
Auto Rental Tax	01-4-110-4012	9,723.77	1,072.56	6,485.27	8,000	81%
Muni Infrastructure Maint	01-4-110-4013	68,366.28	7,220.56	41,724.27	68,745	61%
State Income Tax	01-4-110-4100	4,148,363.57	284,283.59	2,653,643.36	4,081,267	65%
Home Rule Sales Tax	01-4-110-4109	1,823,772.30	145,415.65	924,606.55	1,698,752	54%
Muni Sales Tax	01-4-110-4110	5,695,114.14	500,368.82	3,131,631.24	5,447,940	57%
Sales Tax to Developer	01-4-110-4111	0.00	0.00	0.00	0	0%
Local Use Tax	01-4-110-4112	967,896.12	70,964.69	521,734.39	934,200	56%
Local Motor Fuel Tax	01-4-110-4113	375,617.62	32,424.89	244,127.28	372,463	66%
Cannabis Tax	01-4-110-4115	73,950.07	19,345.71	125,560.43	157,789	80%
Replacement Tax	01-4-110-4120	1,219,737.50	0.00	510,435.25	1,359,142	38%
Repl Tax Dist to Pensions	01-4-110-4121	(264,297.00)	0.00	0.00	(264,297)	0%
Grants	01-4-110-4150	55,500.00	0.00	0.00	0	0%
American Rescue Plan Act	01-4-110-4152	2,725,991.76	0.00	0.00	0	0%
Business License	01-4-110-4200	12,115.00	95.00	8,640.00	10,000	86%
Liquor License & Fines	01-4-110-4210	85,920.00	0.00	112,950.00	169,300	67%
Amusement Machine	01-4-110-4230	223,125.10	0.00	107,500.20	150,000	72%
Court Fines	01-4-110-4400	154,920.02	12,071.19	92,717.34	120,000	77%
Parking Fines	01-4-110-4410	4,700.00	35.00	1,095.00	750	146%
Seized Vehicle Fee	01-4-110-4420	43,200.00	2,400.00	23,100.00	25,000	92%
Engr Fees-Subdivision	01-4-110-4430	37,269.00	375.00	375.00	0	#DIV/0!
Video Gambling	01-4-110-4440	547,447.50	41,430.60	320,900.04	500,000	64%
Franchise Fees	01-4-110-4450	219,440.70	44,136.44	140,410.61	231,295	61%
Comcast Fees	01-4-110-4455	0.00	0.00	0.00	0	0%
Death/Birth Certificates	01-4-110-4460	20,516.00	1,754.00	11,347.00	20,360	56%
Accident/Fire Reports	01-4-110-4470	1,620.00	0.00	0.00	2,430	0%
Annexation/Plat Fees	01-4-110-4471	0.00	0.00	0.00	0	#DIV/0!
Hosting Fees	01-4-110-4472	141,943.56	13,939.98	65,875.12	41,000	161%
Fuel Charges (outside vendors)	01-4-110-4550	542,290.66	44,443.78	349,969.30	562,328	62%
Interest Income	01-4-110-4600	822,069.29	73,357.31	448,123.77	500,000	90%
Miscellaneous	01-4-110-4900	2,214,969.44	12,173.00	1,270,969.54	84,050	1512%
Heritage Days	01-4-110-4901	37,676.00	0.00	31,781.45	0	#DIV/0!
Historic Pres. Fundraising	01-4-110-4902	805.00	0.00	445.00	0	0%
Historic Pres. Grant Reimb.	01-4-110-4903	0.00	0.00	0.00	0	0%
Sale of Assets	01-4-110-4950	0.00	0.00	0.00	0	0%
Operating Transfer in (Reserves)	01-4-110-9998	268,000.00	0.00	0.00	0	0%
Total General Administration Revenues		24,050,373.79	1,406,278.39	12,918,467.36	18,051,899	72%
Salaries - Elected Officials	01-5-110-5000	214,522.45	16,606.80	121,286.79	215,889	56%
Salaries - Regular - FT	01-5-110-5010	243,207.54	23,295.00	118,611.08	275,184	43%
Group Health Insurance	01-5-110-5130	438,732.99	34,299.89	235,558.04	564,692	42%
Health Ins Claims Pd (Dental)	01-5-110-5131	20,501.24	1,097.60	13,400.48	30,000	45%
Group Life Insurance	01-5-110-5132	495.59	42.00	309.74	543	57%
Health Insurance Reimb.	01-4-110-4540	(146,776.01)	(14,498.23)	(83,652.51)	(135,057)	62%
Unemployment Compensation	01-5-110-5136	0.00	0.00	0.00	0	0%
Memberships, Mtgs & Conf.	01-5-110-5154	20,854.31	2,243.96	25,021.01	41,882	60%
Subscriptions/Ed Materials	01-5-110-5156	0.00	0.00	0.00	0	#DIV/0!
Gen Admin Personnel & Benefit Expenses		791,538.11	63,087.02	430,534.63	993,133	43%
American Rescue Plan Exp.	01-5-110-4152	0.00	0.00	36,988.86	0	#DIV/0!
Repairs/Maint - Bldgs	01-5-110-6010	29,091.41	1,280.56	10,388.05	29,600	35%
Repairs/Maint - Equip	01-5-110-6020	4,081.83	387.54	2,349.35	5,000	47%
Legal	01-5-110-6110	7,438.61	2,742.46	5,098.16	62,250	8%
Other Professional Services	01-5-110-6190	58,731.94	243.92	8,290.38	40,000	21%
Back to Business Grant	01-5-110-6191	0.00	0.00	0.00	0	0%
Telephone	01-5-110-6200	16,721.40	953.12	8,515.19	21,250	40%
Codification	01-5-110-6225	1,653.00	0.00	3,926.33	4,600	85%
Other Communications	01-5-110-6290	1,796.56	96.40	888.73	2,250	39%
Gen Admin Contractual Expenses		119,514.75	5,704.00	76,445.05	164,950	46%

General Administration (cont)	Account #	Actual FY24	Month of November	YTD Actual for FY25	Budget FY25	58% of Budget
Office Supplies	01-5-110-7020	122,855.52	3,979.38	68,244.61	161,900	42%
Gas and Oil	01-5-110-7030	583,779.79	34,160.63	267,299.18	500,000	53%
Other Supplies	01-5-110-7800	1,185.65	0.00	387.56	2,500	16%
Gen Admin Supplies Expenses		707,820.96	38,140.01	335,931.35	664,400	51%
Miscellaneous Expense	01-5-110-7900	2,116,082.46	5,723.40	1,136,660.64	35,150	3234%
Reimb of Seized Vehicle Fee	01-5-110-7901	0.00	0.00	0.00	0	0%
Heritage Days	01-5-110-7902	45,986.75	0.00	38,402.98	0	0%
Comcast Charges	01-5-110-7903	0.00	0.00	0.00	0	0%
Historic Preservation	01-5-110-7904	0.00	400.00	400.00	0	0%
Disaster Relief	01-5-110-7905	41,841.00	0.00	0.00	0	#DIV/0!
Operating Transfers Out (ARPA)	01-5-110-9990	750,680.34	368,914.76	945,094.66	832,061	114%
Operating Transfers Out	01-5-110-9999	1,918,002.81	231,085.24	835,661.42	996,156	84%
Total General Administration Expenses		5,698,945.84	344,139.67	2,854,036.07	3,685,850	77%
NET GENERAL ADMINISTRATION		18,351,427.95	1,062,138.72	10,064,431.29	14,366,049	70%
General Fund - Audit Department						
RE Taxes - Audit	01-4-130-4010	20,057.96	11,960.00	20,039.88	20,000	100%
Accounting & Auditing	01-5-130-6100	51,660.00	0.00	49,090.00	53,210	92%
NET - AUDIT DEPARTMENT		(31,602.04)	11,960.00	(29,050.12)	(33,210)	87%
General Fund - IMRF Department						
RE Taxes - IMRF	01-4-140-4010	65,114.98	3,636.33	65,088.99	65,000	100%
Replacement Tax	01-4-140-4120	90,999.00	0.00	0.00	90,999	0%
Expense Reimbursement	01-4-140-4940	11,505.84	945.58	7,082.21	18,184	39%
Total IMRF Revenues		167,619.82	4,581.91	72,171.20	174,183	41%
IMRF Premium Expense	01-5-140-5120	84,100.11	7,007.56	51,857.07	106,049	49%
NET - IMRF DEPARTMENT		83,519.71	(2,425.65)	20,314.13	68,134	30%
General Fund - Social Security Department						
RE Taxes - FICA/Med	01-4-150-4010	200,244.16	11,187.30	200,247.53	200,000	100%
Expense Reimbursement	01-4-150-4940	151,851.27	13,005.09	93,525.39	154,158	61%
Library Expense Reimb.	01-4-150-4941	39,954.52	3,356.71	26,272.58	44,974	58%
Total Soc Security Revenues		392,049.95	27,549.10	320,045.50	399,132	80%
FICA Expense	01-5-150-5110	248,458.07	20,289.26	151,704.86	255,344	59%
Medicare Expense	01-5-150-5112	155,235.76	11,364.26	93,414.58	161,235	58%
Total Soc Security Expenses		403,693.83	31,653.52	245,119.44	416,579	59%
NET - SOCIAL SECURITY DEPT		(11,643.88)	(4,104.42)	74,926.06	(17,447)	-529%
General Fund - Liability Insurance Dept						
RE Taxes - Ins Liability	01-4-160-4010	300,360.98	0.00	283,614.10	300,000	95%
Expense Reimbursement	01-4-160-4940	0.00	0.00	0.00	0	0%
Total Liability Insurance Revenues		300,360.98	0.00	283,614.10	300,000	95%
Insurance Premium	01-5-160-6800	481,972.18	491,341.85	491,341.85	549,189	89%
NET - LIABILITY INSURANCE DEPT		(181,611.20)	(491,341.85)	(207,727.75)	(249,189)	83%

Police Department	Account #	Actual FY24	Month of November	YTD Actual for FY25	Budget FY25	58% of Budget
RE Property Tax	01-4-210-4010	1,322,677.15	88,548.38	1,584,971.34	1,583,068	100%
Grants	01-4-210-4150	466,698.54	12,000.00	33,580.15	329,842	10%
Asset Forfeiture Revenue	01-4-210-4386	3,071.48	0.00	0.00	0	#DIV/0!
Police Court Fines	01-4-210-4400	57,606.19	4,519.69	39,970.30	40,000	100%
eCitation Fees	01-4-210-4410	2,519.39	215.87	1,762.08	0	#DIV/0!
Police Accident Reports	01-4-210-4470	1,480.00	0.00	1,370.00	0	#DIV/0!
Sex Offender Reg Fee	01-4-210-4480	2,000.00	200.00	1,500.00	2,400	63%
Violent Offender Reg Fee	01-4-210-4490	50.00	0.00	10.00	0	0%
Miscellaneous Revenues	01-4-210-4900	65,895.63	130.00	21,773.24	40,000	54%
Expense Reimbursement	01-4-210-4940	46,354.66	0.00	36,920.38	0	0%
SRO Reimbursement	01-4-210-4945	129,833.23	10,487.32	61,251.41	104,873	58%
Sale of Assets	01-4-210-4950	12,970.00	0.00	0.00	0	0%
COSSAP Reimbursement	01-4-210-4955	123,955.80	11,237.84	77,753.69	134,916	58%
Total Police Department Revenues		2,235,112.07	127,339.10	1,860,862.59	2,235,099	83%
Salary - Regular - FT	01-5-210-5010	3,997,152.86	277,088.49	2,363,728.60	4,607,095	51%
Overtime	01-5-210-5040	427,463.71	24,252.65	165,228.93	423,995	39%
Police Pension	01-5-210-5122	1,572,765.00	458,700.25	917,400.50	1,834,801	50%
Health Insurance	01-5-210-5130	747,267.62	47,467.96	370,113.01	1,024,008	36%
Dental Claims	01-5-210-5131	43,661.40	4,872.60	32,488.64	52,000	62%
Unemployment Compensation	01-5-210-5136	12,935.00	0.00	12,432.00	52,000	0%
Uniform Allowance	01-5-210-5140	95,105.22	400.80	78,477.30	108,934	72%
Training	01-5-210-5152	83,756.81	5,089.82	30,873.80	142,280	22%
Police Dept Personnel & Benefit Expenses		6,980,107.62	817,872.57	3,970,742.78	8,245,113	48%
Repair/Maint-Equipment	01-5-210-6020	23,623.32	4,017.06	15,047.30	30,270	50%
Repair/Maint-Vehicles	01-5-210-6030	40,514.31	3,192.94	25,293.08	79,850	32%
Telephone/Utilities	01-5-210-6200	46,496.75	1,371.76	39,178.17	46,100	85%
Physical Exams	01-5-210-6810	5,645.00	0.00	110.00	11,840	1%
Community Policing	01-5-210-6816	8,213.91	247.98	14,228.37	11,000	129%
K-9 Program Expenses	01-5-210-6818	11,960.25	246.27	2,433.82	9,330	26%
Sex Offender State Disburse	01-5-210-6835	1,300.00	0.00	845.00	2,000	42%
Violent Offender State Disburse	01-5-210-6845	80.00	0.00	10.00	0	0%
Police Department - Contractual Expenses		137,833.54	9,076.01	97,145.74	190,390	51%
Office Supplies	01-5-210-7020	8,305.06	500.06	23,595.85	9,800	241%
Gas & Oil	01-5-210-7030	105,371.08	7,300.79	64,023.20	135,000	47%
Operating Supplies	01-5-210-7040	26,978.57	1,193.83	22,084.83	46,025	48%
Miscellaneous Expense	01-5-210-7900	66,574.92	1,046.09	8,756.30	17,900	49%
Police Asset Forfeiture Expense	01-5-210-7901	8,139.84	0.00	26,489.14	0	#DIV/0!
eCitation Expenses	01-5-210-7902	2,896.16	0.00	0.00	3,000	0%
Police Department - Supplies Expense		218,265.63	10,040.77	144,949.32	211,725	68%
Equipment	01-5-210-8200	32,202.15	1,762.19	91,434.20	61,375	149%
Vehicles	01-5-210-8300	85,302.00	0.00	0.00	0	#DIV/0!
Police Grant Expense	01-5-210-8350	0.00	331,427.08	348,349.90	0	#DIV/0!
Total Police Department Expenses		7,453,710.94	838,751.54	4,304,272.04	8,708,603	49%
NET - POLICE DEPARTMENT		(5,218,599)	(711,412)	(2,443,409)	(6,473,504)	38%
Public Safety Building Department						
Salaries - Regular - FT	01-5-215-5010	771,486.23	54,422.88	354,625.37	812,431	44%
Other (FICA & IMRF)	01-5-215-5079	94,246.08	6,900.82	44,966.50	128,445	35%
Other Contractual Services	01-5-215-6890	264,120.44	22,882.68	132,493.09	357,248	37%
NET - PUBLIC SAFETY BLDG DEPT		(1,129,852.75)	24,639.38	(532,084.96)	(1,298,124)	41%

Fire Department	Account #	Actual FY24	Month of November	YTD Actual for FY25	Budget FY25	58% of Budget
RE Property Tax	01-4-220-4010	1,152,126.91	69,973.14	1,252,484.12	1,250,945	100%
Grants	01-4-220-4150	474,821.64	0.00	47,690.90	595,248	0%
Fire Reports	01-4-220-4470	5.00	10.00	15.00	0	#DIV/0!
Miscellaneous Revenues	01-4-220-4900	57,441.27	1,970.00	61,359.75	15,000	409%
Expense Reimbursement	01-4-220-4940	55,210.19	0.00	5,761.00	0	0%
Sale of Assets	01-4-220-4950	0.00	0.00	6,175.00	0	0%
Ambulance Services	01-4-220-4960	443,472.37	66,202.14	927,818.33	800,000	116%
Total Fire Department Revenues		2,183,077.38	138,155.28	2,301,304.10	2,661,193	86%
Salaries - Regular - FT	01-5-220-5010	2,478,196.75	193,359.72	1,501,292.45	2,639,914	57%
Overtime	01-5-220-5040	138,436.28	7,370.72	114,480.48	215,000	53%
Fire Pension	01-5-220-5124	1,247,022.00	336,813.25	673,626.50	1,347,253	50%
Health Insurance	01-5-220-5130	465,778.55	37,243.03	252,620.08	554,521	46%
Dental Insurance	01-5-220-5131	43,412.38	2,267.80	25,436.88	36,000	71%
Unemployment Compensation	01-5-220-5136	0.00	0.00	0.00	0	0%
Uniform Allowance	01-5-220-5140	40,444.67	1,624.26	35,963.77	39,890	90%
Training	01-5-220-5152	15,058.71	(2,552.44)	6,028.27	20,850	29%
Fire Depart Personnel & Benefits Expenses		4,428,349.34	576,126.34	2,609,448.43	4,853,428	54%
Repair/Maint-Bldg	01-5-220-6010	46,899.90	522.16	16,719.91	35,400	47%
Repair/Maint-Equipment	01-5-220-6020	18,449.25	178.39	13,146.67	20,901	63%
Repair/Maint-Vehicles	01-5-220-6030	61,705.38	4,818.75	53,198.08	41,200	129%
Telephone/Utilities	01-5-220-6200	12,095.19	1,030.61	4,884.00	14,310	34%
Physical Exams	01-5-220-6810	236.12	0.00	437.44	29,200	1%
Fire Prevention	01-5-220-6822	8,660.53	457.13	3,466.28	7,630	45%
Emergency Medical Supplies	01-5-220-6824	11,675.26	185.88	5,337.95	11,760	45%
Ambulance Services	01-5-220-6830	1,685,381.32	1,314.97	878,292.33	1,771,200	50%
Fire Department - Contractual Expenses		1,845,102.95	8,507.89	975,482.66	1,931,601	51%
Office Supplies	01-5-220-7020	34,947.58	566.83	49,249.98	56,156	88%
Gas & Oil	01-5-220-7030	24,501.50	2,060.99	13,722.91	32,000	43%
Operating Supplies	01-5-220-7040	7,824.37	1,339.11	6,895.63	9,980	69%
Miscellaneous Expense	01-5-220-7900	824.00	0.00	379.00	2,500	15%
Fire Department - Supplies Expenses		68,097.45	3,966.93	70,247.52	100,636	70%
Equipment	01-5-220-8200	30,789.39	5,896.46	577,403.67	34,894	1655%
Total Fire Department Expenses		6,372,339.13	594,497.62	4,232,582.28	6,920,559	61%
NET - FIRE DEPARTMENT		(4,189,261.75)	(456,342.34)	(1,931,278.18)	(4,259,366)	45%
Police & Fire Commission Department						
Physical Exams	01-5-225-6810	7,820.20	650.00	6,867.00	38,400	18%
Other Contractual Services	01-5-225-6890	33,803.27	240.00	4,602.00	12,250	38%
NET - POLICE & FIRE COMMISSION		(41,623.47)	890.00	(11,469.00)	(50,650)	23%

Community Development	Account #	Actual FY24	Month of November	YTD Actual for FY25	Budget FY25	58% of Budget
Building Permits	01-4-230-4300	576,040.56	12,538.27	139,874.07	300,000	47%
Electric Permits	01-4-230-4310	70,637.06	781.70	13,401.74	36,000	37%
Electrician Certification Fees	01-4-230-4315	5,550.00	150.00	2,650.00	3,000	88%
Plumbing Permits	01-4-230-4320	26,347.20	855.00	10,010.00	18,000	56%
HVAC Permits	01-4-230-4330	28,601.36	301.25	5,709.57	18,000	32%
Plan Review Fees	01-4-230-4340	230,690.64	2,437.43	25,817.07	150,000	17%
Sidewalk/Lot Grading Fees	01-4-230-4350	35,406.25	0.00	8,852.50	25,000	35%
Insulation Permits	01-4-230-4360	9,147.50	30.00	1,140.00	9,000	13%
Fire Review Fees	01-4-230-4365	0.00	0.00	0.00	0	#DIV/0!
Zoning Review Fee	01-4-230-4370	6,111.97	260.00	3,570.00	5,000	71%
Code Enforcement	01-4-230-4380	6,087.28	500.00	1,812.50	3,000	60%
Forced Mowings Reimb.	01-4-230-4385	1,978.75	0.00	65.00	0	0%
Other Permits	01-4-230-4390	8,574.00	690.00	4,550.00	7,500	61%
Miscellaneous	01-4-230-4900	423.80	20.00	20.00	100	20%
Expense Reimbursement	01-4-230-4940	2,125.62	99.28	1,473.72	2,500	59%
Planning Fees	01-4-230-4950	5,825.00	4,450.00	9,500.00	25,000	38%
Planning Miscellaneous	01-4-230-4955	1,110.00	75.00	405.00	1,200	34%
Building Department - Revenues		1,014,656.99	23,187.93	228,851.17	603,300	38%
Salaries- Regular - FT	01-5-230-5010	275,168.30	21,590.93	166,359.72	294,232	57%
FICA	01-5-230-5079	20,222.19	1,584.44	10,600.18	22,509	47%
IMRF	01-5-230-5120	11,505.84	945.58	7,784.74	18,184	43%
Health Ins Expense	01-5-230-5130	43,543.18	3,339.20	21,264.37	55,392	38%
Dental Insurance	01-5-230-5131	4,856.80	0.00	4,617.76	4,000	115%
Unemployment	01-5-230-5136	0.00	0.00	0.00	0	0%
Training	01-5-230-5152	160.00	0.00	1,263.98	2,000	63%
Building Dept Personnel & Benefits Expense		355,456.31	27,460.15	211,890.75	396,317	53%
Repair/Maint - Equip	01-5-230-6020	2,677.23	514.88	2,152.47	3,300	65%
Repair/Maint - Vehicles	01-5-230-6030	1,107.52	471.94	1,633.49	3,000	54%
Other Professional Services	01-5-230-6190	69,417.74	3,183.16	22,282.12	38,198	58%
Telephone	01-5-230-6200	1,475.18	122.66	734.83	1,700	43%
Postage	01-5-230-6210	3,517.60	0.00	2,123.42	6,000	35%
Printing & Publishing	01-5-230-6220	3,981.37	120.00	1,294.40	3,000	43%
Other Contractual Services	01-5-230-6890	5,280.00	0.00	10,500.00	6,150	171%
Building Department - Contractual Expenses		87,456.64	4,412.64	40,720.73	61,348	66%
Office Supplies	01-5-230-7020	3,906.21	69.30	2,195.63	16,000	14%
Gas & Oil	01-5-230-7030	1,953.17	173.39	1,339.77	3,000	45%
Miscellaneous Expense	01-5-230-7900	72.81	0.00	17,072.24	1,500	1138%
Operating Transfer Out	01-5-230-9999	0.00	0.00	0.00	0	0%
Building Department - Supplies Expenses		5,932.19	242.69	20,607.64	20,500	101%
Total Building Department Expenses		448,845.14	32,115.48	273,219.12	478,165	57%
NET - BUILDING DEPARTMENT		565,811.85	(8,927.55)	(44,367.95)	125,135	-35%
Civil Defense Department						
RE Tax - Civil Defense	01-4-240-4010	7,037.06	392.81	7,031.06	7,000	100%
Miscellaneous Revenues	01-4-240-4900	0.00	0.00	0.00	0	0%
Miscellaneous Expense	01-5-240-7900	6,223.00	0.00	6,300.00	7,211	87%
NET - CIVIL DEFENSE DEPARTMENT		814.06	54,815.69	731.06	(211)	13%

Street Department	Account #	Actual FY24	Month of November	YTD Actual for FY25	Budget FY25	58% of Budget
RE Tax - Road & Bridge	01-4-310-4010	360,361.14	16,678.70	386,788.65	320,000	121%
Grants	01-4-310-4150	302,880.68	0.00	121,870.70	0	0%
Sidewalk/Driveway/Lot Grading	01-4-310-4350	0.00	0.00	0.00	0	0%
Miscellaneous Revenues	01-4-310-4900	5,236.36	180.27	3,761.12	4,000	94%
Expense Reimbursement	01-4-310-4940	380,110.86	6,101.13	6,601.13	20,000	33%
Expense Reimbursement	01-5-310-4940	(20,870.37)	1,000.00	1,000.00	0	0%
Sale of Assets	01-4-310-4950	0.00	0.00	0.00	0	0%
Intergovernmental Revenue	01-4-310-4960	0.00	0.00	0.00	0	0%
Street Department - Revenues		1,027,718.67	23,960.10	520,021.60	344,000	151%
Salaries - Regular - FT	01-5-310-5010	726,519.88	54,767.38	426,536.51	770,974	55%
Overtime	01-5-310-5040	74,112.95	3,452.20	34,144.68	55,000	62%
Health Insurance	01-5-310-5130	263,746.68	19,268.10	151,585.06	290,448	52%
Uniform Allowance	01-5-310-5140	18,381.02	339.16	5,043.52	16,700	30%
Training	01-5-310-5152	0.00	0.00	61.35	1,500	4%
Street Dept - Personnel & Benefits Expenses		1,082,760.53	77,826.84	617,371.12	1,134,622	54%
Repair/Maint - Storm Drain	01-5-310-6001	28,313.92	1,635.61	15,866.61	30,000	53%
Repair/Maint - St/Parking Lot	01-5-310-6002	134,037.00	20,137.98	143,663.08	100,000	144%
Repair/Maint - Sidewalk/Curb	01-5-310-6003	36,276.79	6,908.50	44,871.50	40,000	112%
Repair/Maint - Building	01-5-310-6010	17,575.54	85,245.18	221,923.60	12,000	1849%
Repair/Maint - Equipment	01-5-310-6020	240,715.05	38,379.21	151,499.64	140,000	108%
Repair/Maint - Traffic Signal	01-5-310-6024	55,651.57	14,328.58	24,679.20	32,500	76%
Telephone/Utilities	01-5-310-6200	10,380.70	0.00	2,716.20	9,200	30%
Leaf Clean-up/Removal	01-5-310-6826	976.13	948.66	2,848.29	12,000	24%
Street Department - Contractual Expenses		523,926.70	167,583.72	608,068.12	375,700	162%
Office Supplies	01-5-310-7020	7,764.11	927.49	3,278.07	6,000	55%
Gas & Oil	01-5-310-7030	75,071.73	6,133.10	35,573.97	80,000	44%
Operating Supplies	01-5-310-7040	41,302.62	2,927.76	27,726.24	32,000	87%
Miscellaneous Expense	01-5-310-7900	3,078.23	28.02	10,633.43	2,000	532%
Street Department - Supplies Expenses		127,216.69	10,016.37	77,211.71	120,000	64%
Equipment	01-5-310-8200	0.00	0.00	0.00	0	0%
Total Street Department Expenses		1,733,903.92	255,426.93	1,302,650.95	1,630,322	80%
NET - STREET DEPARTMENT		(706,185.25)	(231,466.83)	(782,629.35)	(1,286,322)	61%
Street Lighting						
RE Tax - Street Lighting	01-4-330-4010	210,294.06	11,748.54	210,292.68	210,000	100%
Expense Reimbursement	01-5-330-4940	0.00	0.00	0.00	0	0%
Repair/ Maint - Street Light	01-5-330-6022	57,203.88	7,006.25	8,828.81	10,000	88%
Street Lighting - Electricity	01-5-330-6310	253,828.82	68,850.00	160,572.13	283,000	57%
NET - STREET LIGHTING		(100,738.64)	(64,107.71)	40,891.74	(83,000)	-49%

Landfill Department	Account #	Actual FY24	Month of November	YTD Actual for FY25	Budget FY25	58% of Budget
RE Tax - Refuse/Landfill	01-4-335-4010	50,081.98	2,797.55	50,074.50	50,000	100%
Miscellaneous Revenue	01-4-335-4900	0.00	0.00	0.00	0	0%
Miscellaneous Expenses	01-5-335-7900	55,595.25	50,000.00	54,308.00	54,500	100%
NET - GARBAGE DEPARTMENT		(5,513.27)	(47,202.45)	(4,233.50)	(4,500)	94%
Forestry Department						
RE Tax - Forestry	01-4-340-4010	40,073.98	2,239.17	40,079.76	40,000	100%
Other Fees	01-4-340-4490	0.00	0.00	0.00	0	0%
Miscellaneous	01-4-340-4900	0.00	0.00	0.00	0	0%
Forestry Department Revenues		40,073.98	2,239.17	40,079.76	40,000	100%
Repair/ Maint - Other	01-5-340-6090	0.00	0.00	0.00	0	0%
Tree Removal or Purchase	01-5-340-6850	34,563.83	0.00	4,302.00	65,000	7%
Miscellaneous Expense	01-5-340-7900	0.00	0.00	0.00	0	0%
Forestry Department Expenses		34,563.83	0.00	4,302.00	65,000	7%
NET - FORESTRY DEPARTMENT		5,510.15	2,239.17	35,777.76	(25,000)	0%
Engineering Department						
Engineering	01-5-360-6140	19,345.13	0.00	6,882.50	27,000	25%
Subdivision Expense	01-5-360-6824	42,157.50	170.00	1,445.00	10,000	14%
Office Supplies	01-5-360-7020	7,279.06	219.08	632.06	7,500	8%
Gas & Oil	01-5-360-7030	0.00	0.00	0.00	0	0%
NET - ENGINEERING DEPARTMENT		(68,781.69)	(389.08)	(8,959.56)	(44,500)	20%
Health / Social Services						
Council on Aging	01-5-410-6830	0.00	0.00	0.00	0	#DIV/0!
Demolition / Nuisance	01-5-410-6832	3,398.75	731.25	3,476.25	4,500	77%
NET - HEALTH / SOCIAL SERVICES		(3,398.75)	(731.25)	(3,476.25)	(4,500)	77%
Economic Development						
Planning Dept Services	01-5-610-6150	2,200.00	0.00	960.00	3,360	29%
Economic / Business	01-5-610-6840	80,325.91	0.00	31,817.48	92,022	35%
Tourism	01-5-610-6842	0.00	0.00	0.00	0	#DIV/0!
Historic Preservation	01-5-610-6844	3,761.90	513.65	513.65	4,000	13%
NET - ECONOMIC DEVELOPMENT		(86,287.81)	(513.65)	(33,291.13)	(99,382)	33%
Utility Tax Dept.						
Utility Tax - Electric	01-4-751-4131	902,302.75	48,266.20	497,756.07	817,193	61%
Utility Tax - Gas	01-4-751-4132	768,204.55	35,719.33	279,496.77	509,380	55%
Utility Tax - Telephone	01-4-751-4133	136,732.67	14,441.13	83,448.58	137,491	61%
Grants	01-4-751-4150	0.00	0.00	0.00	0	0%
Expense Reimbursement	01-4-751-4940	0.00	0.00	0.00	0	0%
Tripp Rd. Reconstruction	01-5-751-8056	0.00	0.00	0.00	0	0%
Southside Stormsewer Study	01-5-751-8058	0.00	0.00	0.00	0	0%
Bellwood Detention Basin	01-5-751-8060	0.00	0.00	0.00	0	0%
Poplar Grove/ Lawrenceville Int	01-5-751-8062	0.00	0.00	0.00	0	0%
		1,807,239.97	98,426.66	860,701.42	1,464,064	59%
TOTAL GENERAL FUND REVENUES		33,505,754.66	1,878,616.54	19,693,556.92	26,559,870	74%
TOTAL GENERAL FUND EXPENSES		24,466,530.34	2,807,520.78	14,627,760.66	24,465,393	60%
NET REV OVER (UNDER) EXP		9,039,224.32	(928,904.24)	5,065,796.26	2,094,478	

CASH FLOW STATEMENT FOR WATER / SEWER FUND as of November, 2024

Water / Sewer General Administration

Line Item	Account #	Actual FY24	Month of November	Actual FY25	Budget FY25	58% of Budget
Beginning Cash & Investments		76,901		76,901.00	75,632	
Interest Income-sweep acct	61-4-110-4600	0	0.00	0.00	0	
Miscellaneous Revenues	61-4-110-4900	2,017	0.00	5.33	0	
Operating Transfer Out	61-5-110-9999	0	0.00	0.00	0	
Ending Cash		78,918	0.00	76,906.33	75,632	

Water Department

Line Item	Account #	Act FY24	Month of November	Actual FY25	Budget FY25	58% of Budget
Beginning Cash & Investments		273,188		273,187.92	(90,298)	
Grants	61-4-810-4150	0	0.00	4,003.65	0	#DIV/0!
Water Consumption	61-4-810-4500	1,862,662	310,105.06	1,292,475.75	1,916,032	67%
Dep on Agr - Westhill	61-4-810-4521	37,377	0.00	19,862.00	10,000	0%
Meters Sold	61-4-810-4530	141,391	21,730.42	34,057.41	94,000	36%
Other Services	61-4-810-4590	4,013	139.00	1,798.00	3,000	60%
Tyler 2% CC	61-4-810-4595	0	4,479.23	16,693.20	0	#DIV/0!
W/S Interest	61-4-810-4600	279	21.58	141.47	200	71%
Miscellaneous Revenues	61-4-810-4900	7,983	0.00	2,376.90	0	0%
Expense Reimbursement	61-4-810-4940	4,510	1,795.00	10,288.94	0	0%
Sale of Assets	61-4-810-4950	0	0.00	0.00	0	0%
Operating Transfers-In	61-4-810-9998	0	0.00	0.00	0	0%
Total Water Department Revenues		2,058,215	338,270.29	1,381,697.32	2,023,232	68%
Salaries - Regular - FT	61-5-810-5010	586,753	43,268.33	338,023.63	672,562	50%
Overtime	61-5-810-5040	44,113	6,401.60	29,639.27	35,000	85%
FICA Water	61-5-810-5079	46,234	3,791.80	27,404.02	54,129	51%
IMRF	61-5-810-5120	30,291	2,577.87	18,595.01	43,727	43%
Group Health Insurance	61-5-810-5130	196,471	14,683.32	128,129.01	208,547	61%
Uniform Allowance	61-5-810-5140	8,344	0.00	2,269.97	11,000	21%
Rep& Maint-Infrastructure	61-5-810-6000	73,203	9,008.12	66,533.01	75,000	89%
Rep& Maint - Buildings	61-5-810-6010	11,778	325.34	14,776.80	16,000	92%
Rep& Maint - Equipment	61-5-810-6020	46,859	1,306.33	45,923.63	35,000	131%
Rep& Maint - Vehicles	61-5-810-6030	12,686	947.72	6,340.87	20,000	32%
Rep& Maint - Contractual	61-5-810-6040	64,363	4,441.86	47,881.49	80,000	60%
Other Professional Serv	61-5-810-6190	18,001	694.62	12,536.60	10,000	125%
Telephone	61-5-810-6200	5,470	479.49	3,419.27	8,000	43%
Postage	61-5-810-6210	17,395	658.80	10,259.30	20,000	51%
Utilities	61-5-810-6300	267,921	76,200.01	207,356.92	250,000	83%
Office Equip Rental/Maint	61-5-810-6410	24,248	530.77	8,207.91	30,000	27%
Liability Insurance	61-5-810-6800	116,294	120,945.69	120,945.69	128,000	94%
Lab Expense	61-5-810-6812	20,858	4,882.98	26,428.95	47,000	56%
Office Supplies	61-5-810-7020	12,920	1,215.54	28,486.20	10,000	285%
Gas & Oil	61-5-810-7030	23,328	2,063.91	15,913.94	25,000	64%
Operating Supplies	61-5-810-7040	87,447	8,224.69	60,230.21	75,000	80%
Chemicals	61-5-810-7050	122,126	5,772.84	54,757.18	150,000	37%
Meters	61-5-810-7060	103,683	8,802.99	30,890.30	20,000	154%
Bad Debt Expense	61-5-810-7850	818	0.00	602.74	2,000	30%
Miscellaneous Expense	61-5-810-7900	127,561	623.36	3,926.41	4,000	98%
Disaster Relief	61-5-810-7905	0	0.00	0.00	0	#DIV/0!
Equipment	61-5-810-8200	0	0.00	0.00	0	0%
Transfer Out	61-5-810-9999	0	0.00	0.00	0	0%
Tyler 2% CC	61-5-810-4595	0	3,344.77	19,729.28		
Depreciation Set Aside		285,000	23,750.00	166,250.00	285,000	58%
Bond Pmt Set Aside		0	0.00	0.00	0	0%
Total Water Department Expenses		2,354,163	344,942.75	1,495,457.61	2,314,965	65%
NET WATER DEPARTMENT		(295,948)	(6,672.46)	(113,760.29)	(291,733)	
Ending Cash & Investments		(22,760)	(6,672.46)	159,427.63	(382,031)	

CASH FLOW STATEMENT FOR WATER / SEWER FUND as of November, 2024

Sewer Department

Line Item	Account #	Actual FY24	Month of November	Actual FY25	Budget FY25	58% of Budget
Beginning Cash & Investments		555,396		555,395.78	(109,962)	
Grants	61-4-820-4150	0	0.00	6,310.09	0	0%
Sewer Consumption	61-4-820-4500	2,954,569	327,408.77	1,848,055.28	2,803,240	66%
Dep on Agr - Westhills	61-4-820-4521	20,767	0.00	10,702.00	10,000	0%
Meters Sold	61-4-820-4530	141,919	1,997.50	14,147.36	94,000	15%
Other Services	61-4-820-4590	46,785	4,473.20	28,472.60	53,000	54%
WWT Interest	61-4-820-4600	13,294	125.94	2,104.68	0	#DIV/0!
Miscellaneous Revenues	61-4-820-4900	11,128	0.00	4,448.20	0	0%
Expense Reimbursement	61-4-820-4940	16,264	0.00	291,423.04	0	0%
Operating Transfers-In	61-4-820-9998	0	0.00	0.00	0	0%
Total Sewer Department Revenues		3,204,726	334,005.41	2,205,663.25	2,960,240	75%
Salaries - Regular - FT	61-5-820-5010	695,025	62,185.83	464,570.35	717,955	65%
Overtime	61-5-820-5040	73,765	7,759.42	45,079.11	55,000	82%
FICA WWTP	61-5-820-5079	55,609	5,342.86	34,056.62	59,131	58%
IMRF	61-5-820-5120	36,416	3,630.16	23,105.36	47,769	48%
Group Health Insurance	61-5-820-5130	308,093	19,172.12	150,103.61	254,359	59%
Dental Claims	61-5-820-5131	0	0.00	0.00	0	#DIV/0!
Uniform Allowance	61-5-820-5140	21,231	0.00	5,216.98	20,600	25%
Travel	61-5-820-5151	0	0.00	0.00	0	#DIV/0!
Rep & Maint - Infrastruc.	61-5-820-6000	0	740.20	740.20	0	#DIV/0!
Rep & Maint - Lift Stations	61-5-820-6005	110,947	152.00	36,645.61	30,000	122%
Rep & Maint - Buildings	61-5-820-6010	97,372	13,118.01	127,829.17	90,000	142%
Rep & Maint - Equipment	61-5-820-6020	148,884	91.50	1,346.38	0	#DIV/0!
Rep & Maint - Vehicles	61-5-820-6030	6,504	425.51	10,330.62	28,000	37%
Rep & Maint - Contractual	61-5-820-6040	53,458	3,589.47	28,690.16	50,000	57%
Other Professional Serv	61-5-820-6190	89,205	3,125.00	57,662.20	73,500	78%
NARP Watershed	61-5-820-6195	17,116	0.00	17,380.00	17,500	99%
Telephone	61-5-820-6200	7,804	335.45	5,396.81	10,000	54%
Postage	61-5-820-6210	18,120	658.80	10,259.30	19,000	54%
Utilities	61-5-820-6300	249,318	23,612.41	156,314.01	215,000	73%
Office Equip Rental/Maint	61-5-820-6410	7,303	531.43	8,212.07	9,000	91%
Liability Insurance	61-5-820-6800	138,099	143,623.00	143,623.00	152,000	94%
Lab Expense	61-5-820-6812	87,421	5,024.00	31,206.05	50,000	62%
Sludge Disposal	61-5-820-6814	26,914	749.35	6,946.74	65,000	11%
Maintenance Supplies	61-5-820-7010	274	0.00	0.00	0	#DIV/0!
Office Supplies	61-5-820-7020	12,258	1,263.08	30,451.46	12,000	254%
Gas & Oil	61-5-820-7030	11,826	497.44	16,882.47	25,000	68%
Operating Supplies	61-5-820-7040	32,304	1,236.63	6,111.88	20,000	31%
Chemicals	61-5-820-7050	83,035	11,605.28	73,356.68	60,000	122%
Meters	61-5-820-7060	103,683	8,802.99	30,890.27	20,000	154%
Bad Debt Expense	61-5-820-7850	937	0.00	463.64	2,000	23%
Miscellaneous Expenses	61-5-820-7900	3,925	729.80	1,784.80	2,000	89%
Disaster Relief	61-5-820-7905	0	0.00	0.00	0	#DIV/0!
Equipment	61-5-820-8200	0	0.00	0.00	0	0%
Operating Transfer Out	61-5-820-9999	0	0.00	0.00	0	0%
Depreciation Set Aside		255,000	21,250.00	148,750.00	255,000	58%
Bond Pmt Set Aside		123,000	10,250.00	71,750.00	123,000	58%
		2,874,845	349,501.74	1,745,155.55	2,482,814	70%

Sewer Department

Collection System Expenses

Salaries - Regular - FT	61-5-830-5010	354,300	26,102.46	222,552.93	330,386	67%
Overtime	61-5-830-5040	35,854	3,779.63	36,485.14	30,000	122%
FICA Sewer	61-5-830-5079	29,786	2,285.99	19,816.46	27,570	72%
IMRF	61-5-830-5120	19,497	1,550.88	13,444.07	22,272	60%
Group Health Insurance	61-5-830-5130	106,612	14,659.20	102,614.40	149,534	69%
Uniform Allowance	61-5-830-5140	6,960	0.00	1,348.53	6,600	20%
Rep & Maint - Infrastructure	61-5-830-6000	21,551	1,248.00	45,287.57	35,000	129%
Rep & Maint - Equipment	61-5-830-6020	16,084	50.00	5,104.40	94,000	5%
Rep & Maint - Vehicles	61-5-830-6030	25,700	0.00	4,762.33	20,000	24%
Telephone	61-5-830-6200	2,419	169.24	1,367.67	0	#DIV/0!
Office Equip Rent/Maint	61-5-830-6410	15,598	0.00	0.00	30,000	0%
Gas & Oil	61-5-830-7030	12,161	790.56	8,139.51	12,000	68%
Operating Supplies	61-5-830-7040	41,194	2,145.73	25,934.28	25,000	104%

Sewer Department

	Account #	Act	Actual FY24	Month of November	Actual FY25	Budget FY25	58% of Budget
Misc. Expense	61-5-830-7900		1,006	651.80	664.30	1,500	44%
Equipment	61-5-830-8200		0	0.00	0.00	0	0%
Total Sewer Department Expenses			3,563,568	402,935.23	2,232,677.14	3,266,676	68%
NET SEWER DEPARTMENT			(358,842)	(68,929.82)	(27,013.89)	(306,436)	
Ending Cash & Investments			196,554	(68,930)	528,381.89	(416,398)	

Bond Reserves (necessary per bond ordinances) - was 06-15

Beginning Cash & Investments			41,742		41,741.72	32,843	
Additional reserves			0	0.00	0.00	0	0%
Interest Income			2,708	308.98	1,245.22	0	0%
Transfer Out: Bond Payment			0	0.00	0.00	0	0%
Ending Cash & Investments			44,450	308.98	42,986.94	32,843	

Connection Fees (plant expansion) / Deposits on Agreement (system extensions) Accounting - was 05-10

Beginning Cash & Investments			3,184,127		2,601,622.55	3,458,267	
Sources							
Interest Income			24,114	2,751.43	11,088.34	20,000	55%
Connection Fees	61-4-810-4510		97,169	0.00	25,646.00	35,000	73%
Deposits on Agreement	61-4-810-4520		487,512	0.00	(1,945.00)	2,000	-97%
Connection Fees	61-4-820-4510		147,569	0.00	55,106.00	65,000	85%
Deposits on Agreement	61-4-820-4520		14,802	0.00	275.00	2,000	14%
Connection Fee Set-Aside			0	0.00	0.00	0	0%
TOTAL Sources			771,166	2,751.43	90,170.34	124,000	73%
Uses							
Construction in Progress - Water (1790)			753,194	0.00	0.00	0	0%
Construction in Progress - Sewer (1790)			600,475	99,371.50	717,933.09	0	0%
Equipment & Vehicles (1750)			0	0.00	0.00	0	0%
Recapture Refunds			0	0.00	0.00	0	0%
Land (1710)			0	0.00	0.00	0	0%
Loan to Depreciation Fund			0	0.00	0.00	0	0%
TOTAL Uses			1,353,670	99,372	717,933.09	0	0%
Ending Cash & Investments			2,601,623		1,973,859.80	3,582,267	

Line Item	Account #	Act	Actual FY24	Month of November	Actual FY25	Budget FY25	58% of Budget
Depreciation Funding - was 04-09 and 06-08							
Beginning Cash & Investments			1,974,570		1,974,570.37	615,331	
Sources							
Interest Income			19,376	2,224.00	8,962.81	15,000	60%
Loan Funds			0	0.00	0.00	0	0%
Grant			0	0.00	0.00	0	0%
Miscellaneous			0	0.00	0.00	0	0%
Depreciation set aside - Water (for Plant)			285,000	23,750.00	166,250.00	285,000	58%
Depreciation set aside - Water (for System)			0	0.00	0.00	0	0%
Depreciation set aside - Sewer (for System)			255,000	21,250.00	91,450.00	255,000	36%
Depreciation set aside - Sewer (for Repl)			0	0.00	0.00	0	0%
Loan From Connection Fees			0	0.00	0.00	0	0%
TOTAL Sources			559,376	47,224.00	266,662.81	555,000	48%
Uses							
Construction in Progress - Water (1790)			319,726	0.00	0.00	3,546,000	0%
Construction in Progress - Sewer (1790)			0	0.00	0.00	146,000	0%
Equipment & Vehicles (1750 & 1760)			292,108	0.00	60,996.03	302,000	20%
Buildings			0	0.00	0.00	0	0%
Transfer Out - Connection Fees Loan Payment			0	0.00	0.00	0	0%
Transfer Out- City Hall Roof			0	0.00	0.00	0	0%
TOTAL Uses			611,834	0.00	60,996.03	3,994,000	2%
Ending Cash & Investments			1,922,113	47,224	2,180,237.15	(2,823,669)	

Bond Payments Accounting - was 06-10 and 06-13

Beginning Cash & Investments			121,865		124,396.85	121,946	
Sources							
Interest Income			3,283	374.63	1,509.76	300	503%
Bond Proceeds	61-4-110-4901		0	0.00	0.00	0	0%
Operating Transfers-In	61-4-110-9998		0	0.00	0.00	0	0%
Bond Pmt Set Aside			123,000	10,250.00	71,750.00	123,000	58%
TOTAL Sources			126,283	10,624.63	73,259.76	123,300	59%
Uses							
Debt Service - Principal	61-5-110-8910		109,599	75,965.26	187,627.38	111,662	168%
Interest Expense	61-5-110-8920		14,153	23,456.30	35,545.84	12,090	294%
Fiscal Charges	61-5-110-8930		0	0.00	0.00	0	0%
Bond Issuance Costs	61-5-110-9031		0	0.00	0.00	0	0%
TOTAL Uses			123,752	99,421.56	223,173.22	123,752	180%
Ending Cash & Investments			124,397	(88,796.93)	(25,516.61)	121,494	

**CITY OF BELVIDERE
PLANNING AND ZONING COMMISSION
Minutes**

Tuesday, December 10, 2024

**City Council Chambers
401 Whitney Boulevard
6:00 pm**

ROLL CALL

Members Present:

Paul Engelman, CH
Bob Cantrell, VCH
Alissa Maher
Carl Gnewuch
William Bieber
Daniel Druckrey
Art Hyland

Staff Present:

Gina DelRose, Community Development Planner
Kim Whitt, Administrative Assistant
Mike Drella, City Attorney

Members Absent:

Paul Engelman called the meeting to order at 6:00 p.m.

MINUTES: It was moved and seconded (Druckrey/Cantrell) to approve the minutes of the November 12, 2024 meeting. The motion carried with a vote 7-0 voice vote.

PUBLIC COMMENT: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

2024-20: Southtowne Subdivision (PP): The applicant is requesting preliminary plat approval of the six-lot subdivision named Southtowne Subdivision located northwest of Pearl Street and Southtowne Drive.

Gina DelRose summarized the staff report dated December 3, 2024 and stated the recommendation is for approval of Case 2024-20. Provided that the suggested conditions of approval are met, the Preliminary Plat of Southtowne Subdivision is in conformance with the City of Belvidere's Subdivision Code and Zoning Ordinances.

Paul Engelman questioned the maintenance of the shared parking lot.

Gina DelRose explained that the maintenance of the shared parking lot is a side agreement. This will be up to the property owners.

Carl Gnewuch asked if there are other locations that have shared parking and utilities among different businesses.

Gina DelRose explained that many have cross access easements and some older developments may share utilities.

There were no further questions from the commission.

Attorney Richard Guerard, Southtowne Venture LLC, explained to the commission that the owner and developer have agreed to all conditions.

There were no further questions.

It was moved and seconded (Hyland/Druckrey) to recommend approval of Case 2024-20 with the 15 conditions as presented by staff. The motion carried with a 7-0 roll call vote.

Ms. Gina DelRose stated the case would move forward to City Council.

2024-21: Southtowne Subdivision (FP): The applicant is requesting final plat approval of the six-lot subdivision named Southtowne Subdivision located northwest of Pearl Street and Southtowne Drive.

Gina DelRose summarized the staff report dated December 3, 2024 and stated the recommendation is for approval of Case 2024-21. Provided that the suggested conditions of approval are met, the Final Plat of Southtowne Subdivision is in conformance with the City of Belvidere's Subdivision Code and Zoning Ordinances.

There were no questions for either staff or the applicant.

It was moved and seconded (Cantrell/Maher) to recommend approval of Case 2024-21 with the 22 conditions as presented by staff. The motion carried with a 7-0 roll call vote

Ms. Gina DelRose stated the case would move forward to City Council.

2024-22: MH Subdivision (PP): The applicant is requesting preliminary plat approval of the three-lot subdivision named MH Subdivision located northwest of North State Street and Appleton Road.

Gina DelRose summarized the staff report dated December 3, 2024 and stated the recommendation is for approval of Case 2024-22. Provided that the suggested conditions of approval are met, the Preliminary Plat of MH Subdivision is in conformance with the City of Belvidere's Subdivision Code and Zoning Ordinances.

Carl Gnewuch questioned the dedication of Davis Drive.

Gina DelRose explained that Davis Drive is a public right of way and the dedication will make the width of the right-of-way consistent.

The Applicant Jeff Kimball was present.

Carl Gnewuch asked the applicant about the businesses that would be developed due to this subdivision.

Jeff Kimball confirmed that Starbucks and Chipotle will be occupying two of the lots.

There were no further questions of staff or the applicant.

It was moved and seconded (Hyland/Cantrell) to recommend approval of Case 2024-22 with the 13 conditions as presented by staff. The motion carried with a 7-0 roll call vote

Ms. Gina DelRose stated the case would move forward to City Council.

2024-23: MH Subdivision (FP): The applicant is requesting final plat approval of the three-lot subdivision named MH Subdivision located northwest of North State Street and Appleton Road

Gina DelRose summarized the staff report dated December 3, 2024 and stated the recommendation is for approval of Case 2024-23. Provided that the suggested conditions of approval are met, the Final Plat of MH Subdivision is in conformance with the City of Belvidere's Subdivision Code and Zoning Ordinances.

Bob Cantrell asked Jeff Kimball when the demolition of Dodge Lanes and the new construction would begin.

Jeff Kimball stated they are planning to begin in May, 2025.

There were no other questions for staff or the applicant.

It was moved and seconded (Hyland/Cantrell) to recommend approval of Case 2024-23 with the 22 conditions as presented by staff. The motion carried with a 7-0 roll call vote

Ms. Gina DelRose stated the case would move forward to City Council.

2024-24: MH Bradley, LLC, 1940 North State Street (SU): The applicant, MH Bradley, LLC (Jeff Kimbell), 6402 Cornell Avenue, Indianapolis, Indiana 46220 on behalf of the property owner, Dodge Lanes, Inc., 1940 N. State Street, Belvidere, IL 61008 is requesting a special use to permit a planned developed in the GB, General Business District at 1940 North State Street, Belvidere, IL 61008. The planned development will allow for the following departures: Sections 150.105(C)(5)(B)(2) In-vehicle Sales and Service for two drive through lanes, 150.105(C)(5)(G)(2)(C) Minimum Paved Surface Setback: decrease from five feet to zero feet along the internal lot line, Section 150.707(E)(3)(A) increase illumination levels from 0.50 foot-candles to 5.0 foot-candles along the interior lot line and 150.904 Special Use Review and Approval Procedures. The planned development is being requested in order to construct two restaurants with drive-through windows as well as a shared parking and vehicle circulation area. PIN: 05-22-476-008.

Paul Engelman opened the public hearing for case 2024-24 at 6:41pm

Gina DelRose was sworn in at 6:42 pm. Ms. DelRose stated the case was published in the Boone County Journal on November 21, 2024 and notifications were sent by certified mail to property owners within 250 feet of the subject property on November 17, 2024. Ms DelRose summarized the staff report dated December 3, 2024 and stated the recommendation is for approval of Case 2024-24 MH Bradley LLC for a planned development at 1940 N State St Belvidere, IL subject to three conditions.

Alissa Maher questioned the drainage requirements for the development.

Gina DelRose stated the maximum allowable lot coverage was 85% and the applicant is currently at 83% to 84%.

Paul Engelman asked if there were any traffic studies done for this project.

Gina DelRose stated that one was not needed for the project of this scale.

Jeff Kimball representative for MH Bradley was sworn in at 6:54 pm.

Carl Gnewuch asked about the seating in the restaurant, and approximately how many employees per shift.

Jeff Kimball stated there would be seating for approximately 30 people and 6 to 7 employees per shift.

Josh Gugnani from the audience asked the applicant if the two businesses were dependent on each other and will they be built at the same time.

Jeff Kimball stated no, they are independent of each other. Hopefully, they will be built at the same time though.

Mr. Gugnani also asked what attracted the applicant to this area.

Mr. Kimball stated each company has models and those showed that the area was favorable for development.

There were no further questions of staff or the applicant.

Paul Engelman closed the Public Hearing for Case 2024-24 at 7:00 pm.

It was moved and seconded by (Druckrey/Hyland) to approve the findings of fact as presented by staff. The motion carried with a 7-0 roll call vote.

It was moved and seconded (Cantrell/Maher) to recommend approval of Case 2024-24 with the three conditions as presented by staff. The motion carried with a 7-0 roll call vote.

Ms. Gina DelRose stated the case would move forward to City Council.

OTHER BUSINESS:

DISCUSSION:

Staff Report:

Gina DelRose stated the commission currently has one case for the January 14, 2025 meeting. A rezoning at 230 N. Appleton Rd. to allow a business to expand.

ADJOURNMENT:

Paul Engelman stated that with no objections the meeting was adjourned.

The meeting adjourned at 7:05 p.m.

Recorded by:

Kim Whitt
Administrative Assistant

Reviewed by:

Gina DelRose
Community Development Planner

City of Belvidere
Committee of the Whole
Building, Planning, Zoning and Public Works
Minutes

Date: December 9, 2024

Convened in the Belvidere Council Chambers, 401 Whitney Blvd., Belvidere, Illinois at 6:03p.m.

Call to Order – City Clerk Erica Bluege:

Roll Call:

Present: J. Albertini, R. Brereton, M. Fleury, W. Frank,
M. Freeman, S. Gramkowsi, M. McGee, N. Mulhall,
R. Peterson and C. Stevens.

Absent: None.

Other staff members in attendance:

Public Works Director Brent Anderson, Budget and Finance Officer Sarah Turnipseed, Director of Buildings Kip Countryman, Community Development Planner Gina DelRose, Police Chief Shane Woody, Fire Chief Shawn Schadle, City Attorney Mike Drella and City Clerk Erica Bluege.

Motion by Ald. Albertini, 2nd by Ald. Stevens to appoint Ald. Peterson as chairman in the absence of Mayor Clinton Morris. Aye voice vote. Motion carried.

Public Comment: None.

Public Forum: None.

Reports of Officers, Boards and Special Committees:

1. Building, Planning & Zoning, Unfinished Business: None.
2. Building, Planning & Zoning, New Business:

(A) Building Department – Update.

Building Director Kip Countryman presented an update.

(B) Planning & Zoning Department – Update.

Community Development Planner Gina DelRose presented an update.

3. Public Works, Unfinished Business: None.
4. Public Works, New Business:

(A) Public Works Department – Update.

Public Works Director Brent Anderson presented an update.

(B) Constituent Request – Whitney Blvd.

No motions or votes were made.

(C) Certificate of Satisfactory Completion – Cline’s Ford Subdivision Plat #3
Remaining Public Improvements.

Motion by Ald. Albertini, 2nd by Ald. Gramkowski to approve a resolution accepting the remaining public improvements for Plat #3 of Cline’s Ford Subdivision as constructed and releasing the letter-of-credit in the amount of \$50,759.00. Discussion took place regarding the request. Aye voice vote carried. Motion carried.

(D) WWTP – Sludge Heaters Replacement – ARPA Funds – Design Build.

Motion by Ald. Stevens, 2nd by Ald. McGee to adopt a resolution waiving the bidding requirement pursuant to Sections 2-700(a) and (b) and approving the design/build proposal from Baxter & Woodman/Boller in an amount not-to-exceed \$1,320,500.00 for the WWTP Sludge Heater Replacement Project. This work will be paid for from ARPA Funds and Sewer Depreciation Funds. Discussion took place regarding the \$50,000 Owner Contingency. Discussion took place in regards to the Depreciation Fund. Aye voice vote carried. Motion carried.

5. Other, Unfinished Business: None.
6. Other, New Business:

(A) Police – Architect Agreement for Patrol Remodel.

Motion by Ald. Fleury, 2nd by Ald. Albertini to approve the expenditure of \$16,300 dollars from the Belvidere Police Department impact fees and authorize the Mayor to sign the owner architect agreement for design plans for reworked officer work areas and offices within the lower level of the Boone County Public Safety Building. Discussion took place in regards to the funds available from impact fees. Aye voice vote carried. Motion carried.

(B) Police – Grant Agreement Between Illinois Department of Transportation and City of Belvidere.

Motion by Ald. Fleury, 2nd by Ald. Albertini to approve the grant agreement between the State of Illinois, Illinois Department of Transportation and City of Belvidere for FY25 and accept \$55,632.00 in grant funding for traffic enforcement. Discussion took place in regards to the type of traffic enforcements that will be conducted. Aye voice vote carried. Motion carried.

(C) Fire – AFG Grant – Dual Band Pagers.

Motion by Ald. Fleury, 2nd by Ald. Frank to approve the purchase of 64 Unification pagers, 37 amplifiers from SK Electronics (A-Beep LLC) provided in Estimate #6809 for \$47,803.79 to be paid out of line item 01-5-220-8200. Discussion took place in regards to the bids. It was noted that the bids are for the same products and services. Discussion took place in regards to accounting for the cost share. Aye voice vote carried. Motion carried.

(D) Fire – AFG Grant Equipment Amendment.

Motion by Ald. Fleury, 2nd by Ald. Albertini to approve the purchase of Motorola equipment as outlined in Quote #146000621 for \$33,766.12 to be paid out of line item 01-5-220-8200.

7. Adjournment:

Motion by Ald. Albertini, 2nd by Ald. Gramkowski to adjourn at 6:40p.m. Aye voice vote carried. Motion carried.

Mayor

Attest:

City Clerk

ORDINANCE NO. 709H

**AN ORDINANCE APPROVING
A PRELIMINARY PLAT TITLED
SOUTHTOWNE SUBDIVISION**

WHEREAS, the City of Belvidere has adopted a Subdivision Ordinance (Chapter 151 of the Belvidere Municipal Code) in accordance with the provisions of Illinois Compiled Statutes to regulate the division of land and specify the minimum requirements for public improvements on land in the City of Belvidere; and,

WHEREAS, the applicant, Southtowne Ventures, LLC, 310 S. County Farm Road #H, Wheaton, IL 60187 (described in the attached subdivision plat (hereof referenced as Attachment A)), has petitioned the City of Belvidere for approval of the preliminary plat titled Southtowne Subdivision.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That the attached Preliminary Plat titled Southtowne Subdivision be, and is hereby approved, subject to the following conditions:

1. Per Sections 151.23.a.2 and 151.25.a.7 of the Belvidere Subdivision Ordinance, an affidavit of ownership shall be depicted on the plat.
2. Per Sections 151.23.a.4 and 151.25.b.1 of the Belvidere Subdivision Ordinance, adjacent property owners to the west of Lot 1 shall be depicted on the plat.
3. Per Section 151.25.b.7 of the Belvidere Subdivision Ordinance, the name and address of the owner and of the subdivider shall be depicted on the plat.
4. Per Section 151.25.b.15 of the Belvidere Subdivision Ordinance, explanation of easements (such as the C.A.E.) shall be depicted on the plat.
5. All certificate blocks shall be dated 2025.
6. The area information for Lots 1 and 2 shall be depicted on the plat.
7. The boundary angle at the southeast corner of Lot 1 at Pearl Street shall be depicted on the plat.
8. The 20' Sanitary Sewer Easement on Lot 2 shall be labeled as "Existing"
9. Building ties to the North property line for the existing garage and shed (lot owned by Felix Cruz) shall be depicted on the plat.
10. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.
11. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to the recording of the

- Final Plat or prior to the approval and release of the construction plans for the development by the Director of Public Works.
12. A construction inspection fee in the amount of three percent of the approved engineer's estimate of costs for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.
 13. Prior to approval of the Final Plat for this subdivision, the developer shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin and other fees that are required by the City at the time of Final Plat submittal.
 14. Ownership and maintenance responsibility of the detention areas must be included in the final plats.
 15. The plat shall be in compliance with all applicable codes, ordinances, and agreements

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute the plat upon presentment of a proper guarantee for the construction of the required subdivision improvements and payment of the construction inspection fee in accordance with the Belvidere Subdivision Ordinance.

Section 3. That the City Clerk is hereby authorized and directed to cause the final plat to be recorded with the Boone County Recorder of Deeds after the plat is properly executed by all of the officers of the City of Belvidere.

Section 4. That this Ordinance shall be in full force and effect from and after its passage as provided by local law and pursuant to Illinois State Statutes. This written and foregoing Ordinance is published by authority of the corporate authorities of the City of Belvidere in pamphlet form on this date.

PASSED by the City Council of the City of Belvidere this _____ day of _____, 2025.

APPROVED by the Mayor of the City of Belvidere this _____ day of _____, 2025.

Clint Morris, Mayor

ATTEST:

Erica Bluege, City Clerk

Ayes:_____ Nays:_____ Absent:_____

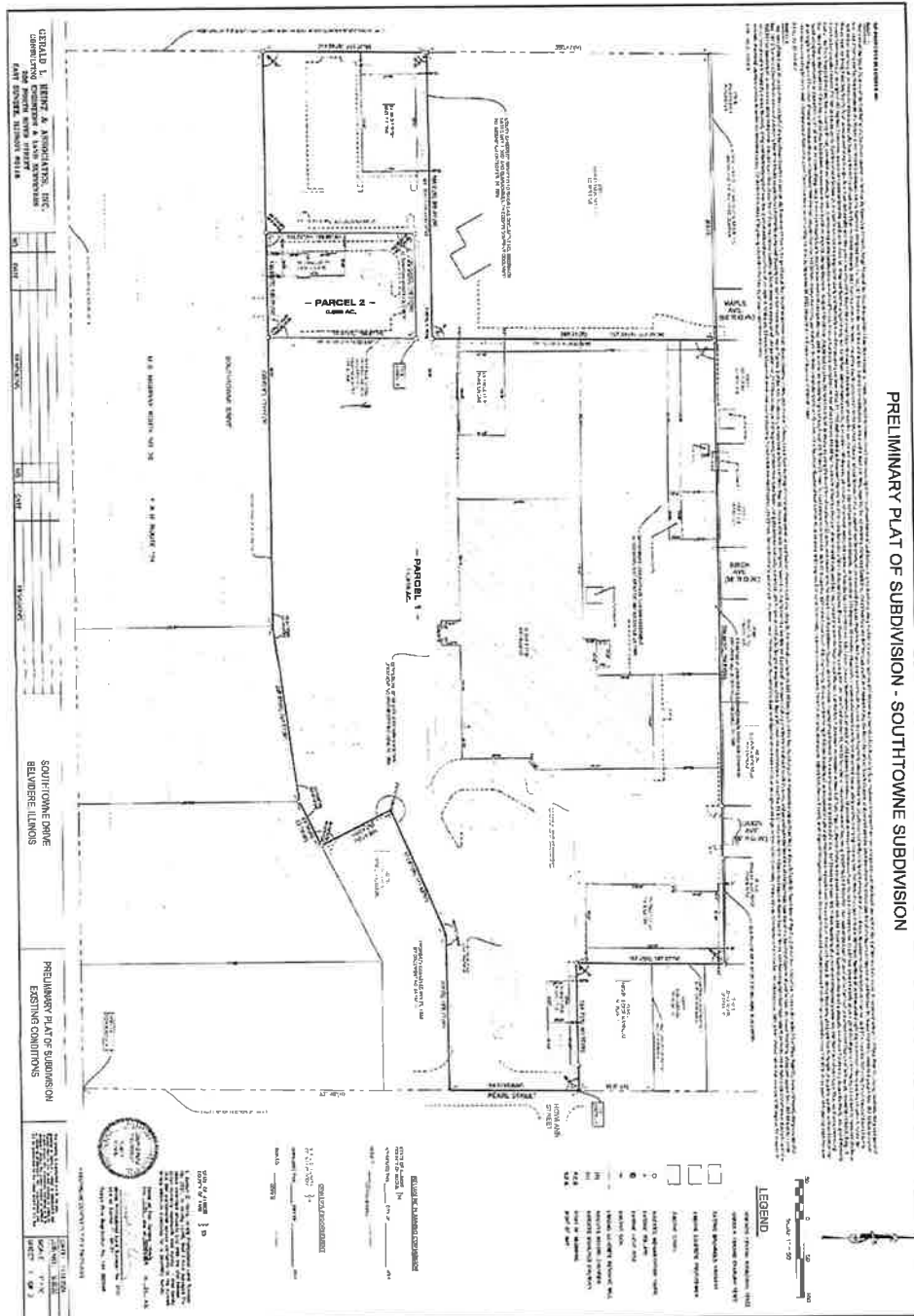
City Council Members Voting Aye:

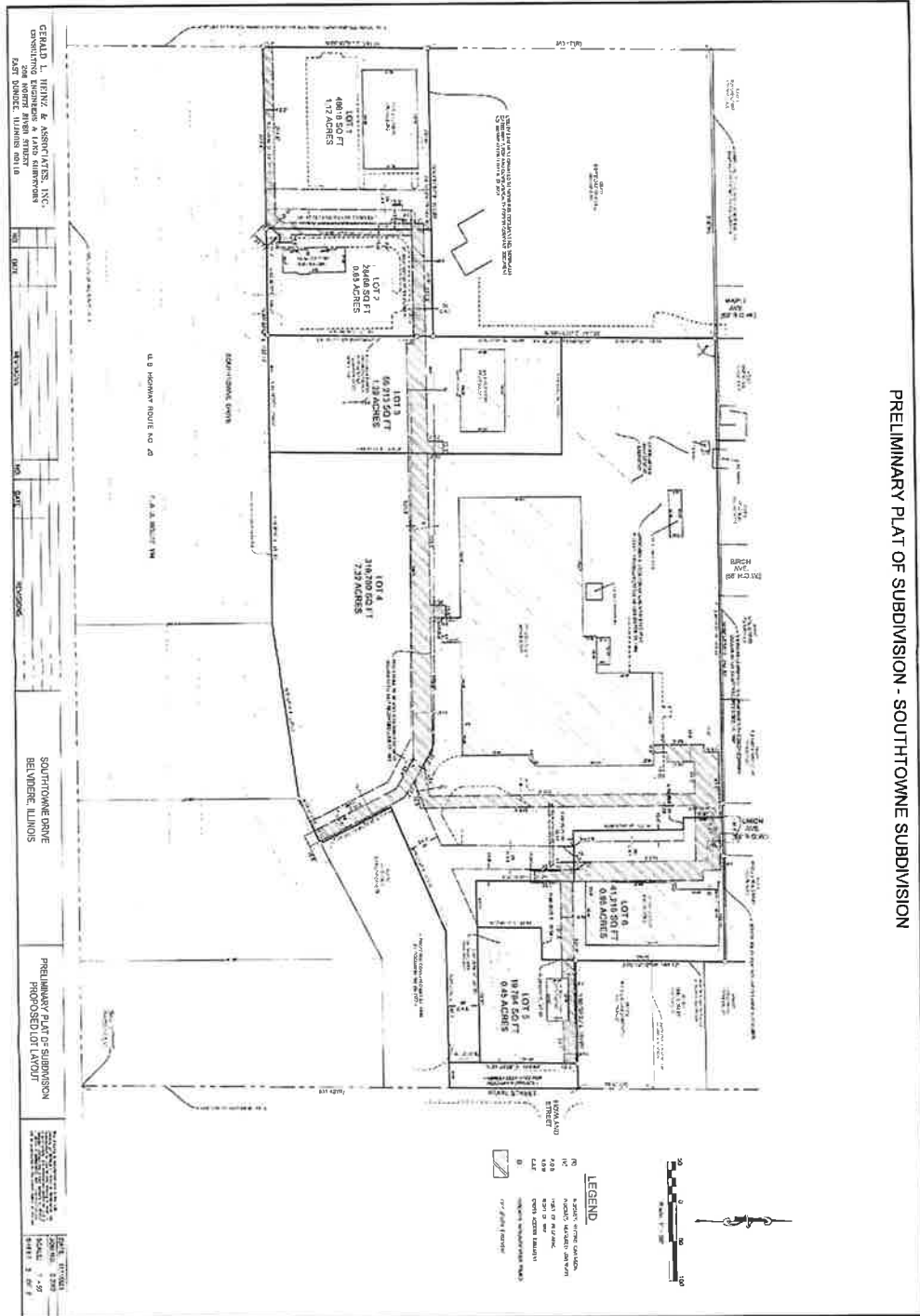
City Council Members Voting Nay:

Date Published:

Sponsor:_____

ATTACHMENT A





MEMO

DATE: December 11, 2024

TO: Mayor and Members of the City Council

FROM: City of Belvidere Planning and Zoning Commission

SUBJECT: Recommendation for Case 2024-20; Southtowne Subdivision (PP)

REQUEST:

The applicant is requesting preliminary plat approval of the 6-lot Southtowne Subdivision. The subject property is northwest of Pearl Street and Southtowne Drive. It is approximately 12 acres in size and is developed with three multi-tenant buildings, a gas station, a daycare center and a former restaurant. PINs: 05-35-482-017 and 05-35-482-014

RECOMMENDATION:

The planning and zoning commission recommended the **approval** of case number **2024-20** subject to the following conditions:

1. Per Sections 151.23.a.2 and 151.25.a.7 of the Belvidere Subdivision Ordinance, an affidavit of ownership shall be depicted on the plat.
2. Per Sections 151.23.a.4 and 151.25.b.1 of the Belvidere Subdivision Ordinance, adjacent property owners to the west of Lot 1 shall be depicted on the plat.
3. Per Section 151.25.b.7 of the Belvidere Subdivision Ordinance, the name and address of the owner and of the subdivider shall be depicted on the plat.
4. Per Section 151.25.b.15 of the Belvidere Subdivision Ordinance, explanation of easements (such as the C.A.E.) shall be depicted on the plat.
5. All certificate blocks shall be dated 2025.
6. The area information for Lots 1 and 2 shall be depicted on the plat.
7. The boundary angle at the southeast corner of Lot 1 at Pearl Street shall be depicted on the plat.
8. The 20' Sanitary Sewer Easement on Lot 2 shall be labeled as "Existing"
9. Building ties to the North property line for the existing garage and shed (lot owned by Felix Cruz) shall be depicted on the plat.
10. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.
11. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to the recording of the Final Plat or prior to the approval and release of

the construction plans for the development by the Director of Public Works.

12. A construction inspection fee in the amount of three percent of the approved engineer's estimate of costs for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.
13. Prior to approval of the Final Plat for this subdivision, the developer shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin and other fees that are required by the City at the time of Final Plat submittal.
14. Ownership and maintenance responsibility of the detention areas must be included in the final plats.
15. The plat shall be in compliance with all applicable codes, ordinances, and agreements

Motion to approve case 2024-20; Southtowne Subdivision (PP) subject to the conditions as presented carried with a (7-0) roll call vote.

Paul Engelman, Chairman
Belvidere Planning and Zoning Commission

CITY OF BELVIDERE

Community Development



BUILDING DEPARTMENT

PLANNING DEPARTMENT

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

December 3, 2024

ADVISORY REPORT

CASE NUMBER: 2024-20

APPLICANT: Southtowne Subdivision, Preliminary Plat

REQUEST:

The applicant is requesting preliminary plat approval of the 6-lot Southtowne Subdivision.

LOCATION AND DESCRIPTION OF SITE:

The subject property is northwest of Pearl Street and Southtowne Drive. It is approximately 12 acres in size and is developed with three multi-tenant buildings, a gas station, a daycare center and a former restaurant. PINs: 05-35-482-017 and 05-35-482-014

BACKGROUND:

In addition to the preliminary plat request, the applicant has also applied for a final plat request for Southtowne Subdivision. The subdivision will allow for the six individual buildings to have different ownership, re-align the main water and sewer lines and create cross access easements for the shared parking and vehicle circulation areas. No new construction is anticipated at this time.

Due to the age of the original development, locations of the utilities are unclear. Nicor Gas notes that a J.U.L.I.E request will need to be placed by an interested party in order to determine the exact location of utilities.

Easements are being created to accommodate the conversion of private utilities to public utilities in order to satisfy regulations of the Illinois Department of Public Health. The sewer line is also being realigned into the easement area so that it no longer impedes with an addition placed on the building on Lot 4.

A request for comments was sent to 18 departments, agencies, or other parties. Comments received were either addressed by the applicant or have been incorporated into the recommended conditions of approval.

SUMMARY OF FINDINGS:

Provided that the suggested conditions of approval are met, the Preliminary Plat of Southtowne Subdivision is in conformance with the City of Belvidere's Subdivision Code and Zoning Ordinances.

2024-20; Southtowne Subdivision Preliminary Plat

RECOMMENDATION:

Planning staff recommends the approval of the preliminary plat for Southtowne Subdivision (case number 202420) subject to the following conditions:

1. Per Sections 151.23.a.2 and 151.25.a.7 of the Belvidere Subdivision Ordinance, an affidavit of ownership shall be depicted on the plat.
2. Per Sections 151.23.a.4 and 151.25.b.1 of the Belvidere Subdivision Ordinance, adjacent property owners to the west of Lot 1 shall be depicted on the plat.
3. Per Section 151.25.b.7 of the Belvidere Subdivision Ordinance, the name and address of the owner and of the subdivider shall be depicted on the plat.
4. Per Section 151.25.b.15 of the Belvidere Subdivision Ordinance, explanation of easements (such as the C.A.E.) shall be depicted on the plat.
5. All certificate blocks shall be dated 2025.
6. The area information for Lots 1 and 2 shall be depicted on the plat.
7. The boundary angle at the southeast corner of Lot 1 at Pearl Street shall be depicted on the plat.
8. The 20' Sanitary Sewer Easement on Lot 2 shall be labeled as "Existing"
9. Building ties to the North property line for the existing garage and shed (lot owned by Felix Cruz) shall be depicted on the plat.
10. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.
11. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to the recording of the Final Plat or prior to the approval and release of the construction plans for the development by the Director of Public Works.
12. A construction inspection fee in the amount of three percent of the approved engineer's estimate of costs for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.
13. Prior to approval of the Final Plat for this subdivision, the developer shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin and other fees that are required by the City at the time of Final Plat submittal.
14. Ownership and maintenance responsibility of the detention areas must be included in the final plats.
15. The plat shall be in compliance with all applicable codes, ordinances, and agreements

Submitted by:

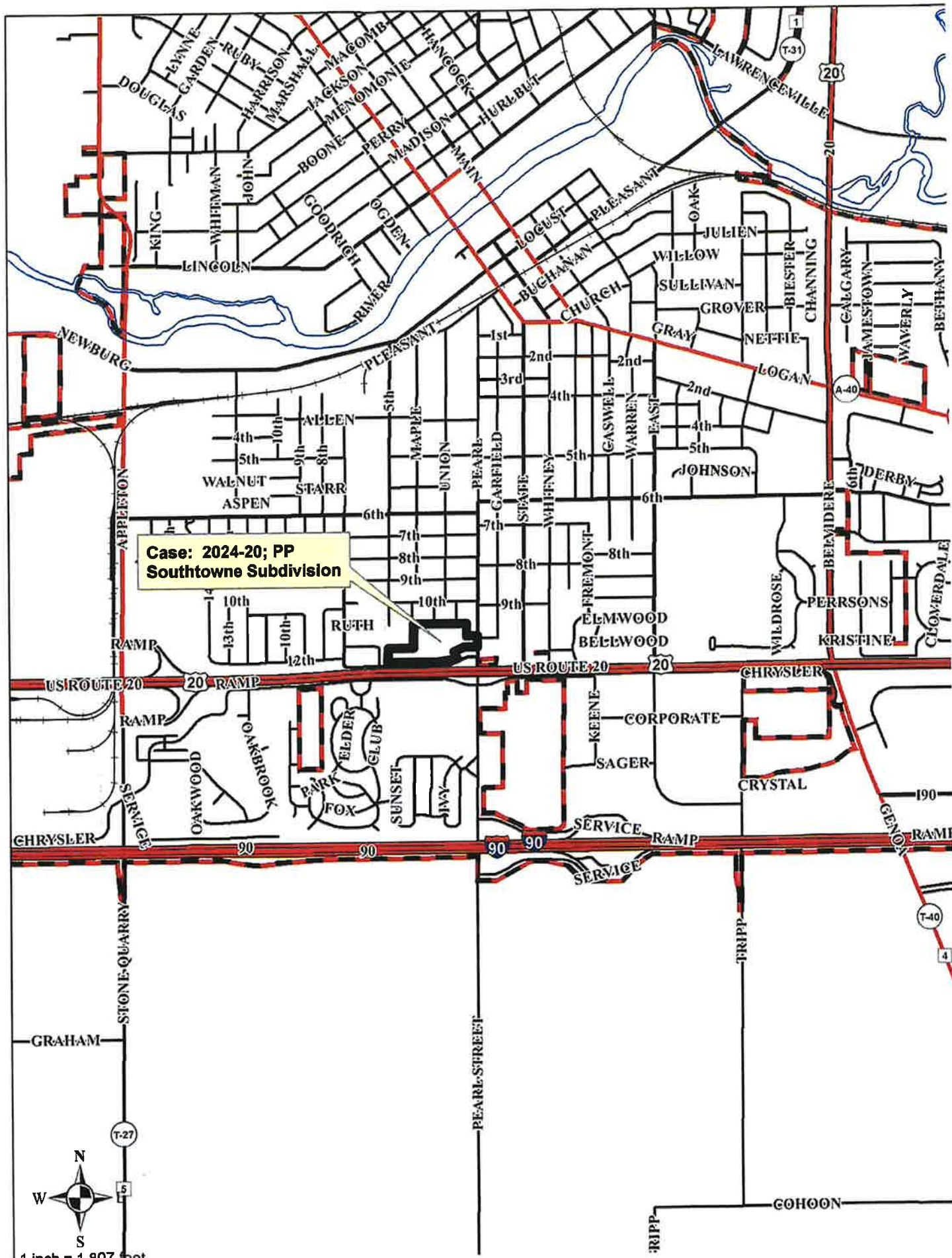


Gina DelRose
Community Development Planner

2024-20; Southtowne Subdivision Preliminary Plat

ATTACHMENTS

1. Location Map by Planning Staff.
2. Aerial Photo with Platting by Planning Staff.
3. E-mail from Illinois Department of Transportation District 2, Scott Spayer, November 19, 2024.
4. E-mail from Nicor, Rebecca Luginbill, November 21, 2024.
5. Letter from Hampton, Lenzini and Renwick, Inc., Randal Newkirk, November 22, 2024
6. Memo from Belvidere Public Works Department, Brent Anderson, November 26, 2024.
7. Preliminary Plat for Southtowne Subdivision by Gerald Heinz & Associates, November 11, 2024.



**Case: 2024-20; PP
Southtowne Subdivision**



1 inch = 1,807 feet



Case: 2024-20; PP
Southtownne Subdivision

MAPLE

9th

UNION

8th

5th

10th

PEARL

BIRCH

UNION

PEARL

9th

HOWLAND

SOUTHTOWNE

US ROUTE 20

(GRANT HIGHWAY)

US ROUTE 20

(GRANT HIGHWAY)

(GRANT HIGHWAY)

CHRYSLER

1. 800
CORPORATE

Gina Delrose

From: cityweb@belvidereil.gov on behalf of City of Belvidere <webforms@belvidereil.gov>
Sent: Tuesday, November 19, 2024 11:42 AM
To: Gina Delrose
Subject: City of Belvidere Website Contact Form Submission

Hello,

A new contact form submission was completed on the City of Belvidere website. The submission details are as follows:

Name: Scott Spayer

Email: scott.spayer@illinois.gov

Phone: 815-284-5370

Subject: Plat Review - Southtowne Subdivision

Comments: To: Gina DelRose, Community Development Planner Re: 2024-20; Southtowne Subdivision (Preliminary Plat) & 2024-21; Southtowne Subdivision (Final Plat) Gina- we have received the Preliminary and Final Plat of Southtowne Subdivision for our review. We have no comments on the Preliminary Plat. For the Final Plat, we request a note to be added indicating: NO DIRECT VEHICULAR ACCESS TO U.S. HIGHWAY 20 IS ALLOWED. ACCESS TO U.S. 20 SHALL BE VIA SOUTHTOWNE DRIVE AND PEARL STREET. Please let me know if you have any questions. -Scott Spayer Chief of Plats & Plans IDOT District 2

Date: November 19, 2024

Time: 11:41 am

Page URL: <https://www.belvidereil.gov/contact-the-planning-department/>

Remote IP: 163.191.13.130

Gina Delrose

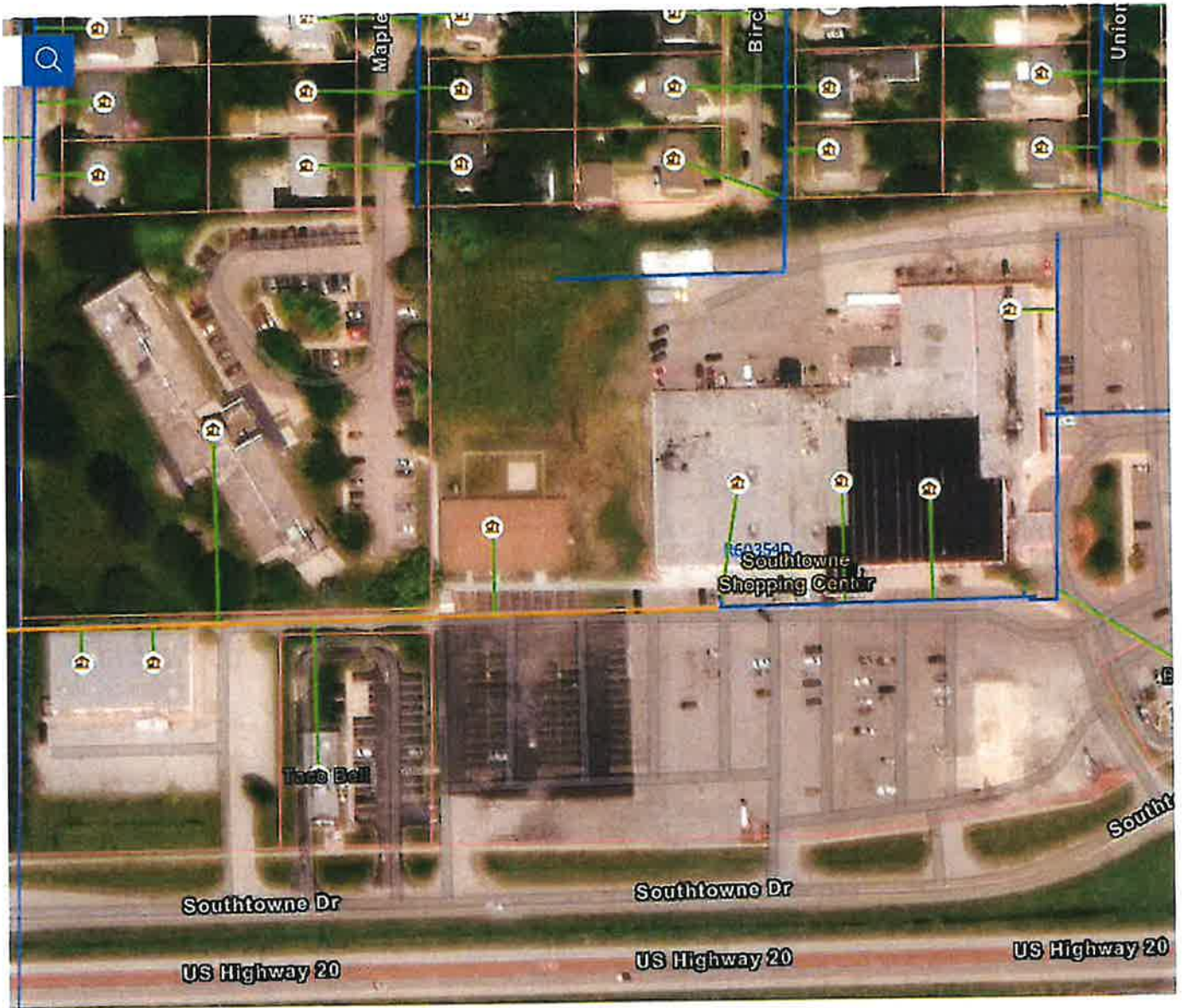
From: Luginbill, Rebecca <X2RLUGIN@SOUTHERNCO.COM>
Sent: Thursday, November 21, 2024 1:51 PM
To: Gina Delrose
Subject: 2024-20: Southtowne Subdivision

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.

Gina –

I have reviewed the Plat for Southtowne Subdivision and I do not have any specific comments.
A J.U.L.I.E request would be required to determine exact location of service lines as those are not mapped.

I have included a clip below to show approximate location of existing main on the referenced property.



[New Construction Information](#) | [Nicor Gas](#)

For gas service retirements: Please call **1-888-NICOR-4-U** or go online <https://www.nicorgas.com/business.html>

Rebecca Luginbill
Land Management
Nicor Gas Company
1844 Ferry Road
Naperville, IL 60563
x2rlugin@southernco.com
PH: 630-388-2095



CALL [JULIE](#) BEFORE YOU DIG!



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hlrengineering.com

November 22, 2024

Gina DelRose
Community Development Planner
City of Belvidere
401 Whitney Boulevard
Belvidere, IL 61008

**RE: 2024-20 Southtowne Subdivision Preliminary Plat
202-21 Southtowne Subdivision Final Plat**

Dear Ms. DelRose,

Below are comments based on the plats transmitted to HLR on 11/14/2024:

Southtowne Subdivision Preliminary Plat Review dated 11/11/2024

- 1.) Missing name and address of owner per Section 151.25 (b)(7)
- 2.) Missing Area information for Parcel 1 and 2
- 3.) Missing boundary angle at southeast corner of Parcel 1 at Pearl Street
- 4.) Label 20' Sanitary Easement as existing in Parcel 2
- 5.) Show building ties to North property line for existing garage and shed for parcel with owner name of Cruz Felix.

Southtowne Subdivision Final Plat Review dated 11/12/2024

- 1.) Show found or set monuments that define the south and east line of the southeast quarter of Section 35, Township 44 North Range 3 East.
- 2.) Missing dimension on Stormwater Management Easement.
- 3.) Any storm sewer pipes entering or leaving the Stormwater Management Easement need to be in an easement.
- 4.) Show document number granting existing 20' Sanitary Easement along north line of proposed Lot 2
- 5.) Show existing right-of-way width of Pearl Street.
- 6.) Show monument material and type found or set per Section 151.32 (a)(4)

If there are any questions regarding the comments presented, feel free to reach out to Eric Haglund, PLS or myself.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

Randal G. Newkirk, PE
Municipal Manager

1707 N Randall Road
Suite 100
Elgin, Illinois 60123
Tel 847 697 6700
Fax 847 697 6753

380 Shepard Drive
Elgin, Illinois 60123-7010
Tel 847 697 6700
Fax 847 697 6753

380 N Terra Cotta Road
Unit G
Crystal Lake, Illinois 60012
Tel 847 697 6700
Fax 847 697 6753

3085 Stevenson Drive
Suite 201
Springfield, Illinois 62703
Tel 217 546 3400
Fax 217 546 8116

323 West 3rd Street
P O Box 160
Mt Carmel, Illinois 62863
Tel 618 262 8651
Fax 618 263 3327

Memo

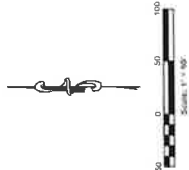
To: Gina DelRose, Community Development Planner
From: Brent Anderson, Director of Public Works
Date: 11/26/2024
Re: Review of Preliminary Plat – Southtowne Subdivision (Case No. 2024-20)

Having reviewed the above Plat, I offer the following comments:

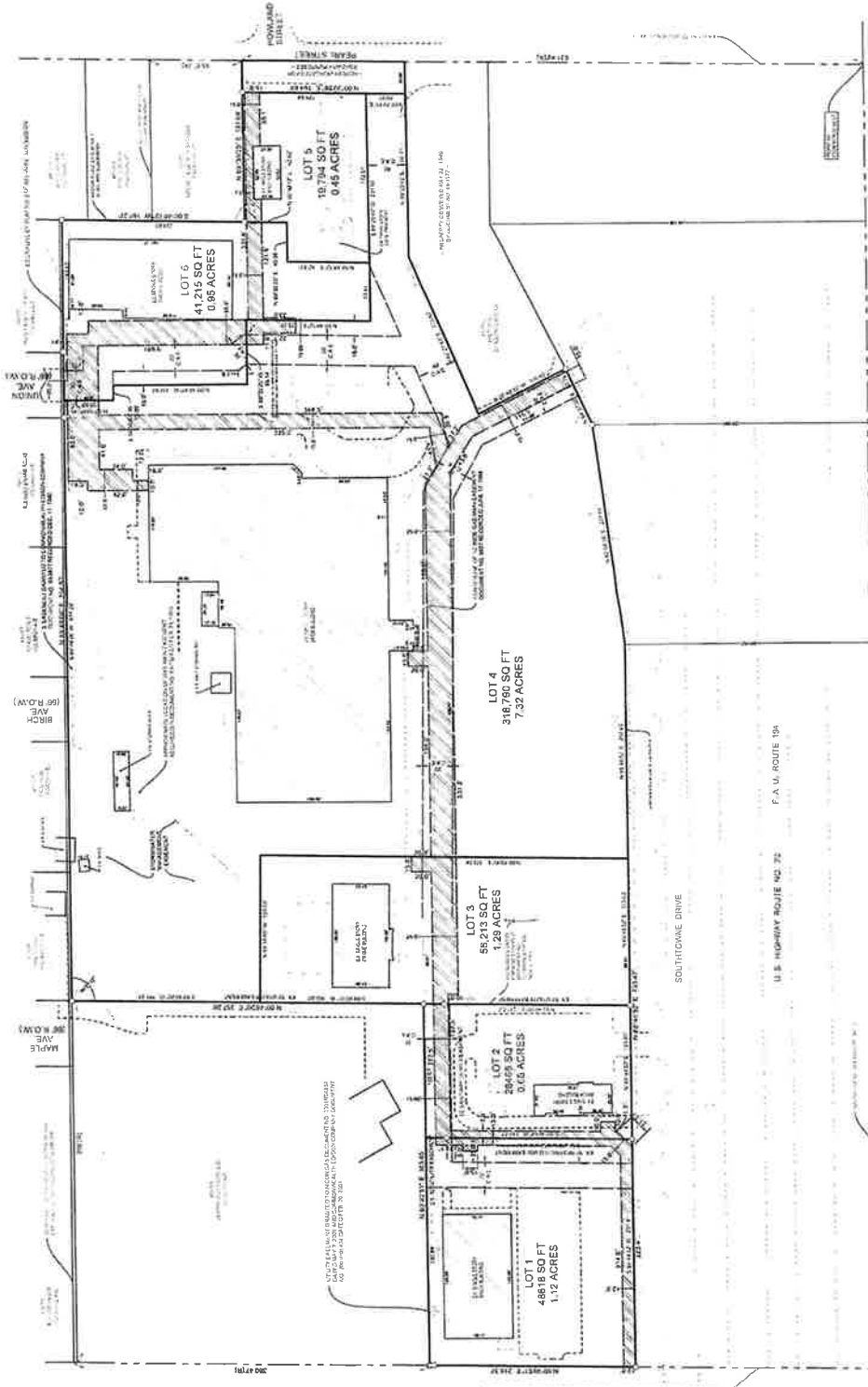
1. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.
2. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to recording of the Final Plat or approval and release of the construction plans for the development by the Director of Public Works.
3. A construction inspection fee in the amount of three percent of the approved engineer's estimate of cost for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.
4. Prior to approval of the Final Plat for this subdivision, the developer shall pay all normal, customary, and standard permit, inspection, tap-on, connection, recapture, basin, and other fees that are required by the City at the time of Final Plat submittal.
5. Ownership and maintenance responsibility of the detention areas must be included in the final plats.

All other provisions of the subdivision control ordinance will be required unless specifically waived by the City Council.

PRELIMINARY PLAT OF SUBDIVISION - SOUTHTOWNE SUBDIVISION



- LEGEND**
- HIGHWAY RIGHT-OF-WAY
 - LOCAL MARKET BOUNDARY
 - FUTURE HIGHWAY
 - OPEN ACCESS CORRIDOR
 - Proposed Intersection Node
 - OPEN SPACE

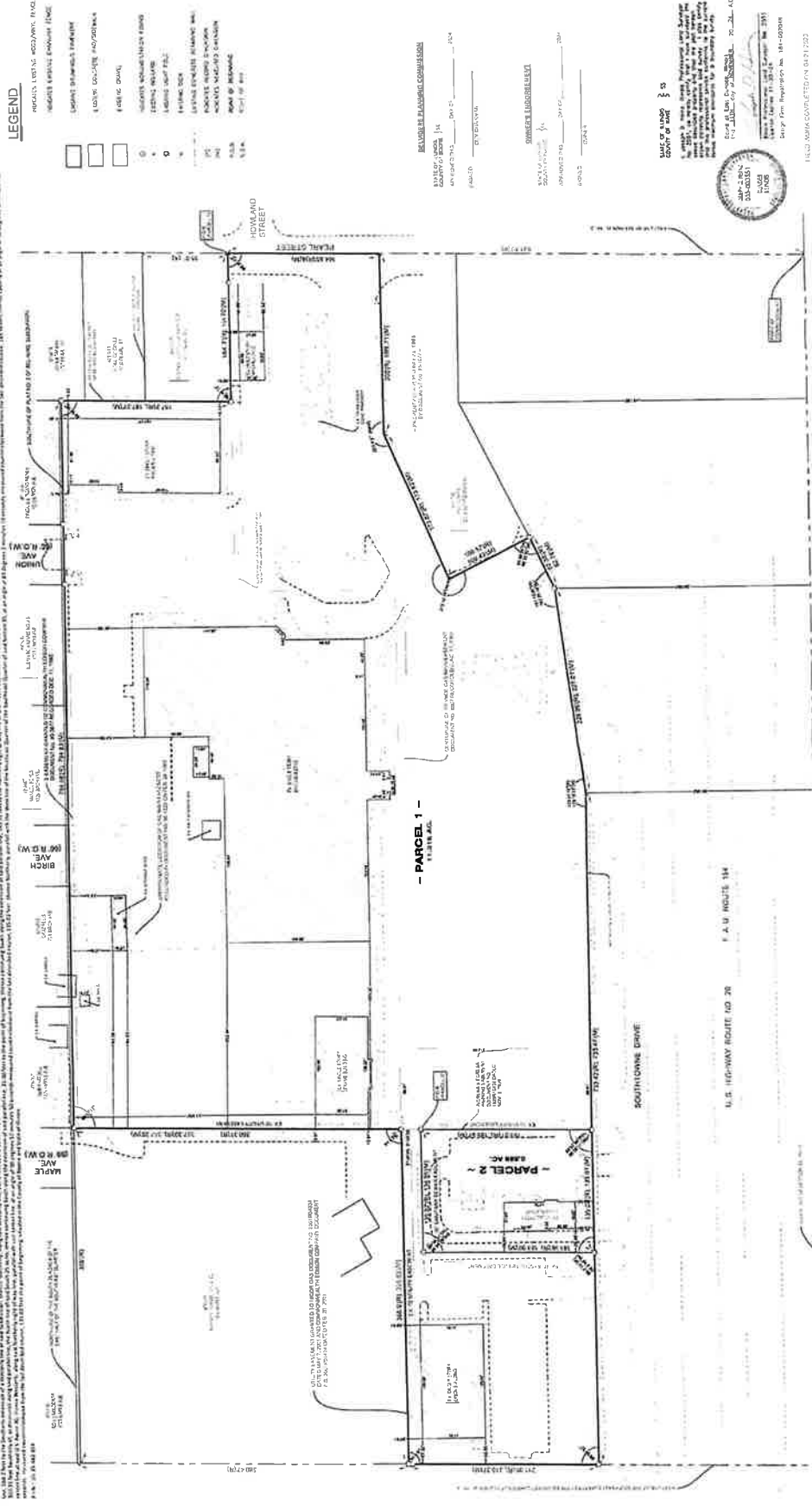


<p>GERALD L. HEINZ & ASSOCIATES, INC. CONSULTING ENGINEERS & LAND SURVEYORS 208 NORTH ALVERA STREET EAST DUNDEE, ILLINOIS 60118</p>		<p>REVISIONS</p>	
NO.	DATE	NO.	DATE
<p>SOUTHTOWNE DRIVE BELVIDERE, ILLINOIS</p>		<p>PRELIMINARY PLAT OF SUBDIVISION PROPOSED LOT LAYOUT</p>	
<p>DATE: 11/15/2024 JOB NO.: 23229</p>		<p>SCALE: 1" = 50' SHEET: 2 OF 2</p>	

PRELIMINARY PLAT OF SUBDIVISION - SOUTHTOWNE SUBDIVISION

REPLACEMENT OF EXISTING UTILITY LINES
 ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE LOCATION AND DEPTH OF ALL UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES TO REMAIN. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES TO REMAIN. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AT ALL TIMES.

NOTICE TO CONTRACTOR
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES TO REMAIN. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AT ALL TIMES.



REPLACEMENT OF EXISTING UTILITY LINES
 ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE LOCATION AND DEPTH OF ALL UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES TO REMAIN. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AT ALL TIMES.

NOTICE TO CONTRACTOR
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES TO REMAIN. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AT ALL TIMES.

LEGEND

- REPLACEMENT OF EXISTING UTILITY LINES
- EXISTING UTILITY LINES
- EXISTING STRUCTURES
- EXISTING EASEMENTS
- EXISTING SETBACKS
- EXISTING STREETS
- EXISTING DRIVEWAYS
- EXISTING SIDEWALKS
- EXISTING CURBS
- EXISTING GUTTERS
- EXISTING DRAINAGE
- EXISTING FENCES
- EXISTING SIGNAGE
- EXISTING LIGHTING
- EXISTING LANDSCAPE
- EXISTING TREES
- EXISTING SHRUBS
- EXISTING GRASS
- EXISTING SOILS
- EXISTING ROCKS
- EXISTING OTHER FEATURES

DATE: 11/15/2022
SCALE: 1" = 40'
PROJECT: SOUTH TOWNE DRIVE
SHEET: 1 OF 1

GERALD L. HEINE & ASSOCIATES, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 206 NORTH RIVER STREET
 EAST RIVER, ILLINOIS 60120

SOUTHTOWNE DRIVE
 BELVIDERE, ILLINOIS

PRELIMINARY PLAT OF SUBDIVISION
 EXISTING CONDITIONS

NO.	DATE	REVISIONS	BY	DATE	SCALE
1					

ORDINANCE NO. 710H

**AN ORDINANCE APPROVING
A FINAL PLAT TITLED
SOUTHTOWNE SUBDIVISION**

WHEREAS, the City of Belvidere has adopted a Subdivision Ordinance (Chapter 151 of the Belvidere Municipal Code) in accordance with the provisions of Illinois Compiled Statutes to regulate the division of land and specify the minimum requirements for public improvements on land in the City of Belvidere; and,

WHEREAS, the applicant, Southtowne Ventures, LLC, 310 S. Country Farm Road, #H, Wheaton, IL 60187 (described in the attached subdivision plat (hereof referenced as Attachment A)), has petitioned the City of Belvidere for approval of the final plat titled Southtowne Ventures Subdivision.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That the attached Final Plat titled Southtowne Subdivision be, and is hereby approved, subject to the following conditions:

1. Per section 151.30.a.2 of the Belvidere Subdivision Ordinance an affidavit of ownership shall be depicted on the plat.
2. The statement for the portion of Pearl Street right-of-way that is being dedicated shall be amended to be "Hereby dedicated for public right-of-way"
3. The legend shall list all the different easements depicted on the plat.
4. Per Appendix A of the Belvidere Subdivision Ordinance, there shall be two types of pins utilized when marking the subdivision. The current Surveyor's Certificate only notes one type of pin is being utilized. The Surveyor's Certificate shall be amended to depict the two types of pins that shall be used.
5. All Certificate Blocks shall be dated 2025.
6. A drainage overlay needs to be submitted for review and approval prior to final plat approval.
7. A note stating "No direct vehicular access to U.S. Highway 20 is allowed. Access to U.S. Highway 20 shall be via Southtowne Drive and Pearl Street" shall be depicted on the plat.
8. A note stating "Identified water and sewer easements for the benefit of the City of Belvidere are subject to the water and sanitary sewer facility and maintenance agreement entered into _____, 2025 and recorded as document # _____ in the office of the Boone County, Illinois Recorder of Deeds.

9. The found and/or set monuments that define the south and east line of the southeast quarter of Section 35, Township 44 North, Range 3 East shall be depicted on the plat.
10. Dimensions of the Stormwater Management Easement shall be depicted on the plat.
11. Stormwater Sewer pipes entering and/or leaving the Stormwater Management Easement need to be in an easement.
12. The document number that grants the existing 20' Sanitary Sewer Easement along the north line of Lot 2 shall be depicted on the plat.
13. The existing width of the Pearl Street right-of-way shall be depicted on the plat.
14. Per Section 151.32.a.4 of the Belvidere Subdivision Ordinance, monument material and type found or set shall be depicted on the plat.
15. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.
16. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to the recording of the Final Plat or prior to the approval and release of the construction plans for the development by the Director of Public Works.
17. A construction inspection fee in the amount of three percent of the approved engineer's estimate of costs for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.
18. Unless other arrangements are approved by the City Council, the developer shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin and other fees that are required by the City at the time of Final Plat submittal.
19. Ownership and maintenance responsibility of the detention areas must be included in the final plat.
20. The revised plat shall be presented to the planning department for review and approval before any signatures are obtained.
21. The plat shall be recorded with the County Recorder of Deeds within 90 days of City Council approval, unless a plat-recording extension is granted.
22. The final plat shall be in compliance with all applicable codes, ordinances and agreements.

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute the plat upon presentment of a proper guarantee for the construction of the required subdivision improvements and payment of the construction inspection fee in accordance with the Belvidere Subdivision Ordinance.

Section 3. That the City Clerk is hereby authorized and directed to cause the final plat to be recorded with the Boone County Recorder of Deeds after the plat is properly executed by all of the officers of the City of Belvidere.

Section 4. That this Ordinance shall be in full force and effect from and after its passage as provided by local law and pursuant to Illinois State Statutes. This written and foregoing Ordinance is published by authority of the corporate authorities of the City of Belvidere in pamphlet form on this date.

PASSED by the City Council of the City of Belvidere this _____ day of _____, 2025.

APPROVED by the Mayor of the City of Belvidere this _____ day of _____, 2025.

Clint Morris, Mayor

ATTEST:

Erica Bluege, City Clerk

Ayes: _____ Nays: _____ Absent: _____

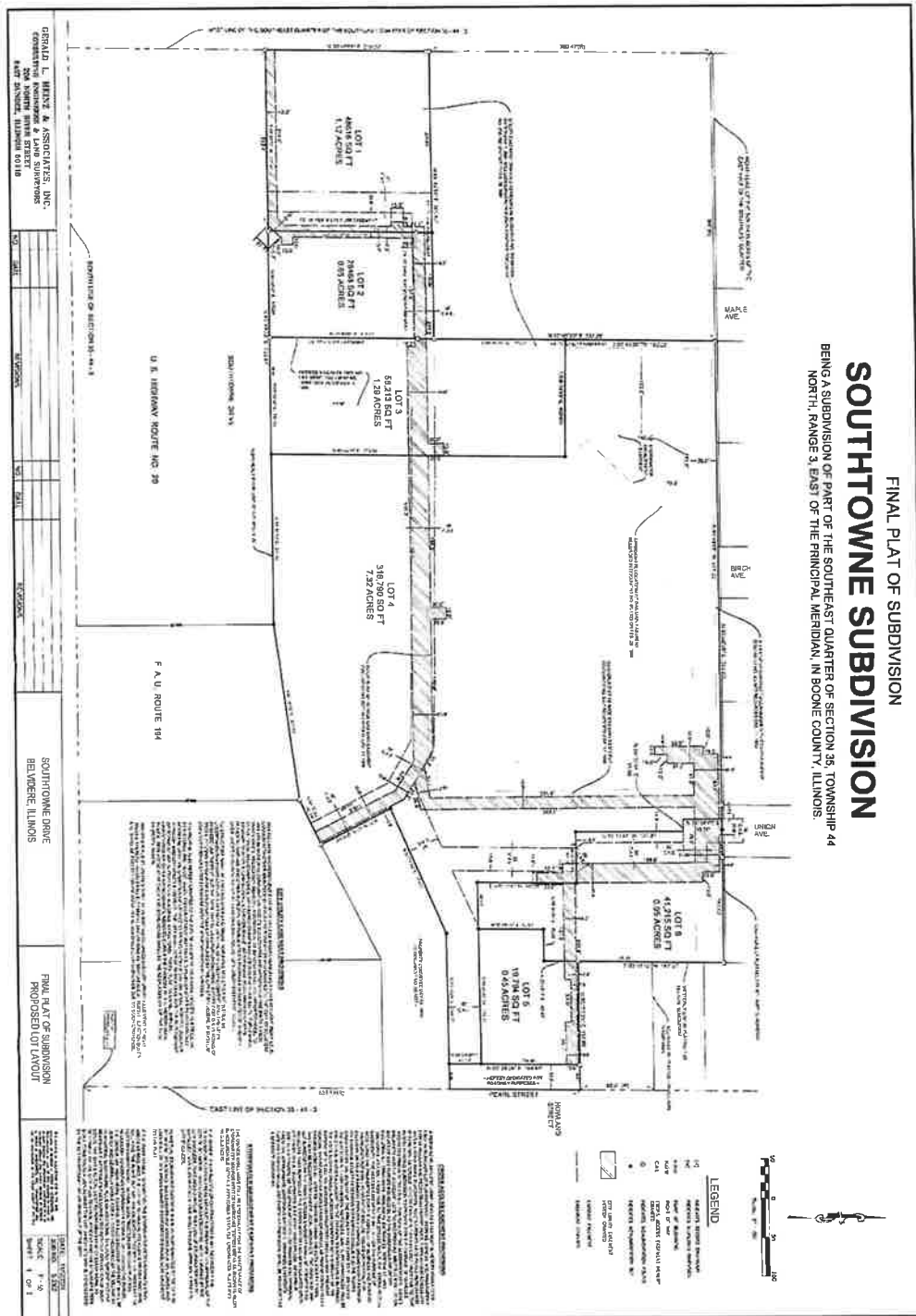
City Council Members Voting Aye:

City Council Members Voting Nay:

Date Published:

Sponsor: _____

ATTACHMENT A



**FINAL PLAT OF SUBDIVISION
SOUTHTOWNE SUBDIVISION
BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP
44 NORTH, RANGE 3 EAST OF THE PRINCIPAL MERIDIAN, IN BOONE COUNTY, ILLINOIS.**

OWNER'S CERTIFICATE

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original plat of subdivision of land as shown on the accompanying map, and that the same has been approved by the Board of Supervisors of Boone County, Illinois, and that the same has been duly recorded in the office of the Recorder of Deeds of Boone County, Illinois, on this _____ day of _____, 19____.

Signature: _____
Name: _____
Address: _____

STATE AGENCIES CERTIFICATE

NATURE OF WORK: _____
APPROVED: _____
DATE: _____

ATTORNEY'S CERTIFICATE

I, the undersigned, do hereby certify that I am a duly licensed attorney-at-law in the State of Illinois, and that I am the legal counsel for the owner of the land shown on the foregoing plat of subdivision, and that the same has been approved by the Board of Supervisors of Boone County, Illinois, and that the same has been duly recorded in the office of the Recorder of Deeds of Boone County, Illinois, on this _____ day of _____, 19____.

Signature: _____
Name: _____
Address: _____

NOTARY CERTIFICATE

I, the undersigned, do hereby certify that I am a duly licensed notary public in the State of Illinois, and that I am the legal counsel for the owner of the land shown on the foregoing plat of subdivision, and that the same has been approved by the Board of Supervisors of Boone County, Illinois, and that the same has been duly recorded in the office of the Recorder of Deeds of Boone County, Illinois, on this _____ day of _____, 19____.

Signature: _____
Name: _____
Address: _____

CITY CERTIFICATE

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original plat of subdivision of land as shown on the accompanying map, and that the same has been approved by the Board of Supervisors of Boone County, Illinois, and that the same has been duly recorded in the office of the Recorder of Deeds of Boone County, Illinois, on this _____ day of _____, 19____.

Signature: _____
Name: _____
Address: _____

CITY ENGINEER'S CERTIFICATE

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original plat of subdivision of land as shown on the accompanying map, and that the same has been approved by the Board of Supervisors of Boone County, Illinois, and that the same has been duly recorded in the office of the Recorder of Deeds of Boone County, Illinois, on this _____ day of _____, 19____.

Signature: _____
Name: _____
Address: _____

PLAT CORRECTNESS CERTIFICATE

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original plat of subdivision of land as shown on the accompanying map, and that the same has been approved by the Board of Supervisors of Boone County, Illinois, and that the same has been duly recorded in the office of the Recorder of Deeds of Boone County, Illinois, on this _____ day of _____, 19____.

NOTARY PUBLIC
STATE OF ILLINOIS
BOONE COUNTY, ILLINOIS
[Signature]
[Notary Seal]

<p>OWNER'S CERTIFICATE</p> <p>Signature: _____ Name: _____ Address: _____</p>	<p>STATE AGENCIES CERTIFICATE</p> <p>Signature: _____ Name: _____ Address: _____</p>	<p>ATTORNEY'S CERTIFICATE</p> <p>Signature: _____ Name: _____ Address: _____</p>	<p>NOTARY CERTIFICATE</p> <p>Signature: _____ Name: _____ Address: _____</p>	<p>CITY CERTIFICATE</p> <p>Signature: _____ Name: _____ Address: _____</p>	<p>CITY ENGINEER'S CERTIFICATE</p> <p>Signature: _____ Name: _____ Address: _____</p>	<p>PLAT CORRECTNESS CERTIFICATE</p> <p>Signature: _____ Name: _____ Address: _____</p>	<p>FINAL PLAT OF SUBDIVISION CERTIFICATES</p> <p>Signature: _____ Name: _____ Address: _____</p>				
								<p>NO. 317</p>	<p>SECTION</p>	<p>TOWNSHIP</p>	<p>RANGE</p>
								<p>1</p>	<p>35</p>	<p>44</p>	<p>3</p>
								<p>1</p>	<p>35</p>	<p>44</p>	<p>3</p>

CHAD L. HENZ & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
1001 SOUTH BROADWAY, SUITE 101
MOUNTAIN VIEW, MISSOURI 64150

NO. 317

SECTION

TOWNSHIP

RANGE

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MEMO

DATE: December 11, 2024

TO: Mayor and Members of the City Council

FROM: City of Belvidere Planning and Zoning Commission

SUBJECT: Recommendation for Case 2024-21; Southtowne Subdivision (FP)

REQUEST:

The applicant is requesting preliminary plat approval of the 6-lot Southtowne Subdivision. The subject property is northwest of Pearl Street and Southtowne Drive. It is approximately 12 acres in size and is developed with three multi-tenant buildings, a gas station, a daycare center and a former restaurant. PINs: 05-35-482-017 and 05-35-482-014

RECOMMENDATION:

The planning and zoning commission recommended the **approval** of case number **2024-21** subject to the following conditions:

1. Per section 151.30.a.2 of the Belvidere Subdivision Ordinance an affidavit of ownership shall be depicted on the plat.
2. The statement for the portion of Pearl Street right-of-way that is being dedicated shall be amended to be "Hereby dedicated for public right-of-way"
3. The legend shall list all the different easements depicted on the plat.
4. Per Appendix A of the Belvidere Subdivision Ordinance, there shall be two types of pins utilized when marking the subdivision. The current Surveyor's Certificate only notes one type of pin is being utilized. The Surveyor's Certificate shall be amended to depict the two types of pins that shall be used.
5. All Certificate Blocks shall be dated 2025.
6. A drainage overlay needs to be submitted for review and approval prior to final plat approval.
7. A note stating "No direct vehicular access to U.S. Highway 20 is allowed. Access to U.S. Highway 20 shall be via Southtowne Drive and Pearl Street" shall be depicted on the plat.
8. A note stating "Identified water and sewer easements for the benefit of the City of Belvidere are subject to the water and sanitary sewer facility and maintenance agreement entered into _____, 2025 and recorded as document # _____ in the office of the Boone County, Illinois Recorder of Deeds.
9. The found and/or set monuments that define the south and east line of the southeast quarter of Section 35, Township 44 North, Range 3 East shall be depicted on the plat.

10. Dimensions of the Stormwater Management Easement shall be depicted on the plat.
11. Stormwater Sewer pipes entering and/or leaving the Stormwater Management Easement need to be in an easement.
12. The document number that grants the existing 20' Sanitary Sewer Easement along the north line of Lot 2 shall be depicted on the plat.
13. The existing width of the Pearl Street right-of-way shall be depicted on the plat.
14. Per Section 151.32.a.4 of the Belvidere Subdivision Ordinance, monument material and type found or set shall be depicted on the plat.
15. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.
16. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to the recording of the Final Plat or prior to the approval and release of the construction plans for the development by the Director of Public Works.
17. A construction inspection fee in the amount of three percent of the approved engineer's estimate of costs for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.
18. Unless other arrangements are approved by the City Council, the developer shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin and other fees that are required by the City at the time of Final Plat submittal.
19. Ownership and maintenance responsibility of the detention areas must be included in the final plat.
20. The revised plat shall be presented to the planning department for review and approval before any signatures are obtained.
21. The plat shall be recorded with the County Recorder of Deeds within 90 days of City Council approval, unless a plat-recording extension is granted.
22. The final plat shall be in compliance with all applicable codes, ordinances and agreements.

Motion to approve case 2024-21; Southtowne Subdivision (FP) subject to the conditions as presented carried with a (7-0) roll call vote.

Paul Engelman, Chairman
Belvidere Planning and Zoning Commission

CITY OF BELVIDERE

Community Development



BUILDING DEPARTMENT

PLANNING DEPARTMENT

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

December 3, 2024

ADVISORY REPORT

CASE NUMBER: 2024-21

APPLICANT: Southtowne Subdivision, Final Plat

REQUEST:

The applicant is requesting preliminary plat approval of the 6-lot Southtowne Subdivision.

LOCATION AND DESCRIPTION OF SITE:

The subject property is northwest of Pearl Street and Southtowne Drive. It is approximately 12 acres in size and is developed with three multi-tenant buildings, a gas station, a daycare center and a former restaurant. PINs: 05-35-482-017 and 05-35-482-014

BACKGROUND:

The applicant has concurrently applied for the preliminary plat and final plat of Southtowne Subdivision. The subdivision will allow for the six individual buildings to have different ownership, re-align the main water and sewer lines and create cross access easements for the shared parking and vehicle circulation areas. No new construction is anticipated at this time.

Due to the age of the original development, locations of the utilities are unclear. Nicor Gas notes that a J.U.L.I.E request will need to be placed by an interested party in order to determine the exact location of utilities.

Easements are being created to accommodate the conversion of private utilities to public utilities in order to satisfy regulations of the Illinois Department of Public Health. The sewer line is also being realigned into the easement area so that it no longer impedes with an addition placed on the building on Lot 4.

A request for comments was sent to 18 departments, agencies, or other parties. Comments received were either addressed by the applicant or have been incorporated into the recommended conditions of approval.

SUMMARY OF FINDINGS:

Provided that the suggested conditions of approval are met, the Final Plat of Southtowne Subdivision is in conformance with the City of Belvidere's Subdivision Code and Zoning Ordinances.

2024-21; Southtowne Subdivision Final Plat

20. The revised plat shall be presented to the planning department for review and approval before any signatures are obtained.
21. The plat shall be recorded with the County Recorder of Deeds within 90 days of City Council approval, unless a plat-recording extension is granted.
22. The final plat shall be in compliance with all applicable codes, ordinances and agreements.

Submitted by:



Gina DelRose
Community Development Planner

2024-21; Southtowne Subdivision Final Plat

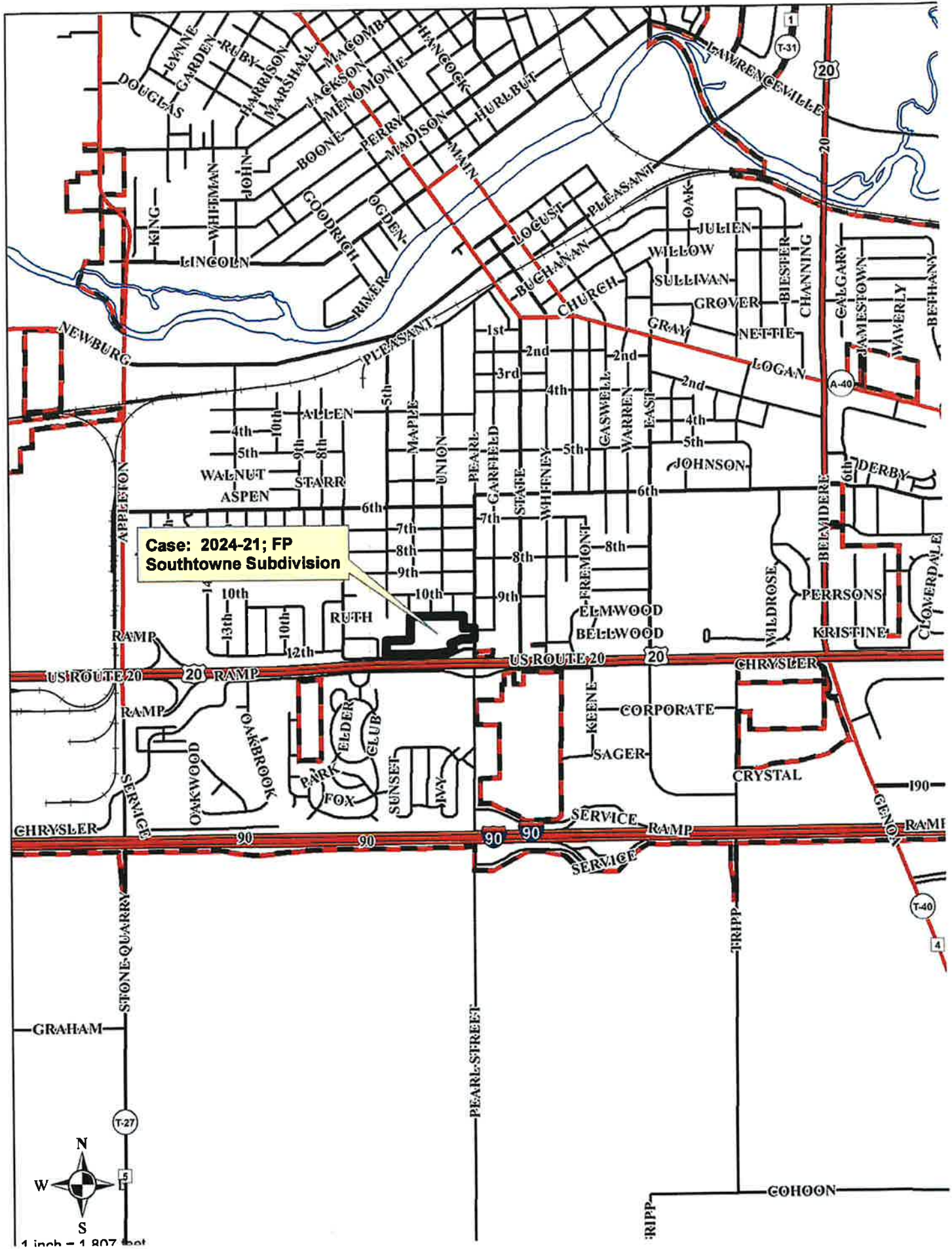
RECOMMENDATION:

Planning staff recommends the **approval** of the final plat for Southtowne Subdivision (case number 2024-21) subject to the following conditions:

1. Per section 151.30.a.2 of the Belvidere Subdivision Ordinance an affidavit of ownership shall be depicted on the plat.
2. The statement for the portion of Pearl Street right-of-way that is being dedicated shall be amended to be "Hereby dedicated for public right-of-way"
3. The legend shall list all the different easements depicted on the plat.
4. Per Appendix A of the Belvidere Subdivision Ordinance, there shall be two types of pins utilized when marking the subdivision. The current Surveyor's Certificate only notes one type of pin is being utilized. The Surveyor's Certificate shall be amended to depict the two types of pins that shall be used.
5. All Certificate Blocks shall be dated 2025.
6. A drainage overlay needs to be submitted for review and approval prior to final plat approval.
7. A note stating "No direct vehicular access to U.S. Highway 20 is allowed. Access to U.S. Highway 20 shall be via Southtowne Drive and Pearl Street" shall be depicted on the plat.
8. A note stating "Identified water and sewer easements for the benefit of the City of Belvidere are subject to the water and sanitary sewer facility and maintenance agreement entered into _____, 2025 and recorded as document # _____ in the office of the Boone County, Illinois Recorder of Deeds.
9. The found and/or set monuments that define the south and east line of the southeast quarter of Section 35, Township 44 North, Range 3 East shall be depicted on the plat.
10. Dimensions of the Stormwater Management Easement shall be depicted on the plat.
11. Stormwater Sewer pipes entering and/or leaving the Stormwater Management Easement need to be in an easement.
12. The document number that grants the existing 20' Sanitary Sewer Easement along the north line of Lot 2 shall be depicted on the plat.
13. The existing width of the Pearl Street right-of-way shall be depicted on the plat.
14. Per Section 151.32.a.4 of the Belvidere Subdivision Ordinance, monument material and type found or set shall be depicted on the plat.
15. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.
16. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to the recording of the Final Plat or prior to the approval and release of the construction plans for the development by the Director of Public Works.
17. A construction inspection fee in the amount of three percent of the approved engineer's estimate of costs for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.
18. Unless other arrangements are approved by the City Council, the developer shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin and other fees that are required by the City at the time of Final Plat submittal.
19. Ownership and maintenance responsibility of the detention areas must be included in the final plat.

ATTACHMENTS

1. Location Map by Planning Staff.
2. Aerial Photo with Platting by Planning Staff.
3. E-mail from Illinois Department of Transportation District 2, Scott Spayer, November 19, 2024.
4. E-mail from Nicor, Rebecca Luginbill, November 21, 2024.
5. Letter from Hampton, Lenzini and Renwick, Inc., Randal Newkirk, November 22, 2024
6. Memo from Belvidere Public Works Department, Brent Anderson, November 26m 2024.
7. Preliminary Plat for Southtowne Subdivision by Gerald Heinz & Associates, November 12, 2024.



**Case: 2024-21; FP
Southtowne Subdivision**



1 inch = 1,807 feet



Case: 2024-21; FP
Southtowne Subdivision

Gina Delrose

From: cityweb@belvidereil.gov on behalf of City of Belvidere <webforms@belvidereil.gov>
Sent: Tuesday, November 19, 2024 11:42 AM
To: Gina Delrose
Subject: City of Belvidere Website Contact Form Submission

Hello,

A new contact form submission was completed on the City of Belvidere website. The submission details are as follows:

Name: Scott Spayer
Email: scott.spayer@illinois.gov
Phone: 815-284-5370
Subject: Plat Review - Southtowne Subdivision
Comments: To: Gina DelRose, Community Development Planner Re: 2024-20; Southtowne Subdivision (Preliminary Plat) & 2024-21; Southtowne Subdivision (Final Plat) Gina- we have received the Preliminary and Final Plat of Southtowne Subdivision for our review. We have no comments on the Preliminary Plat. For the Final Plat, we request a note to be added indicating: NO DIRECT VEHICULAR ACCESS TO U.S. HIGHWAY 20 IS ALLOWED. ACCESS TO U.S. 20 SHALL BE VIA SOUTHTOWNE DRIVE AND PEARL STREET. Please let me know if you have any questions. -Scott Spayer Chief of Plats & Plans IDOT District 2

Date: November 19, 2024
Time: 11:41 am
Page URL: <https://www.belvidereil.gov/contact-the-planning-department/>
Remote IP: 163.191.13.130

Gina Delrose

From: Luginbill, Rebecca <X2RLUGIN@SOUTHERNCO.COM>
Sent: Thursday, November 21, 2024 2:43 PM
To: Gina Delrose
Subject: 2024-21- Southtowne Subdivision (FINAL PLAT)

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.

Gina –

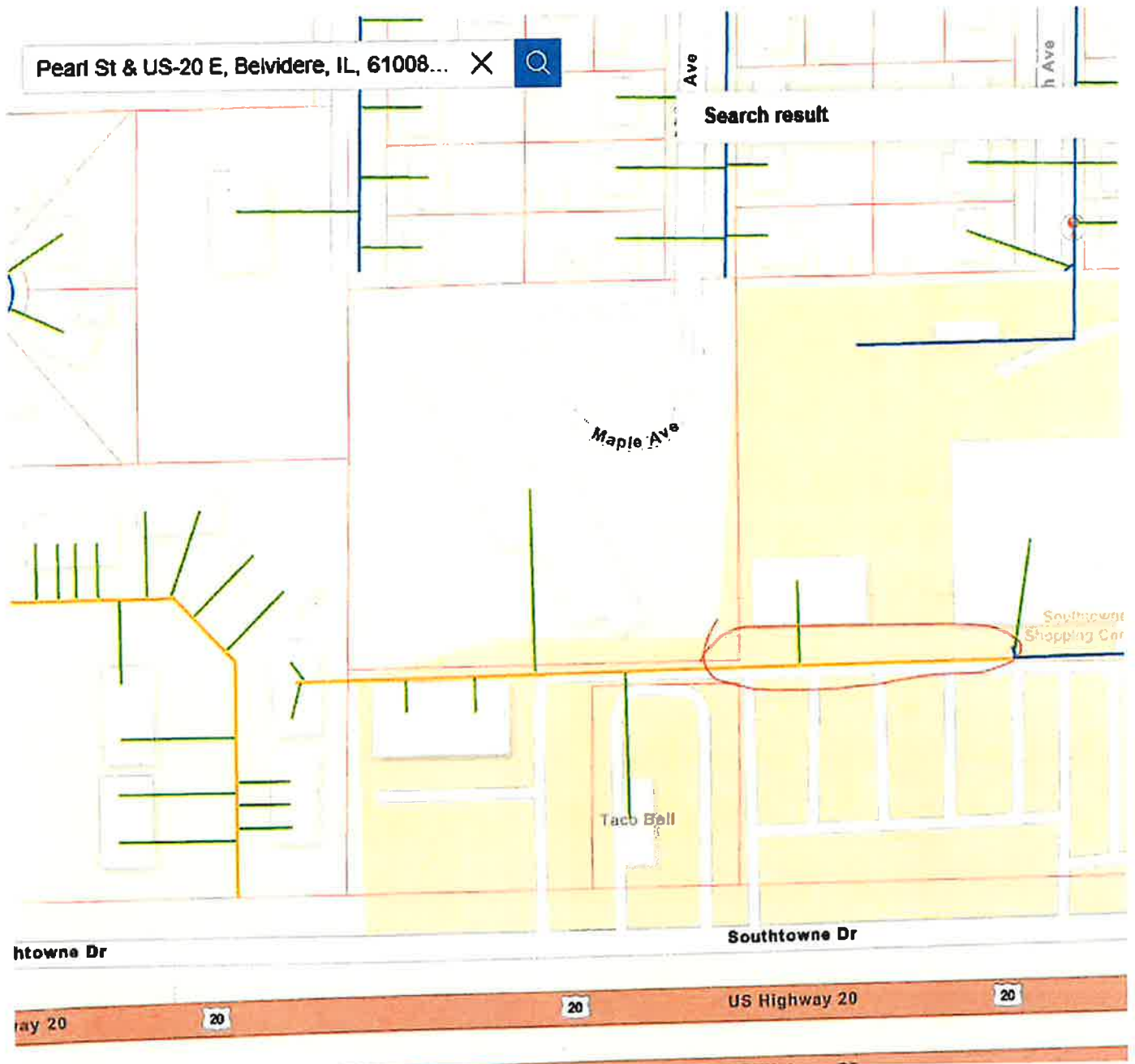
I have reviewed this plat and I see a possible small issue.

The City Easement is overlapping an area where there is Nicor Gas main, but apparently there is not an exclusive easement for Nicor in that location.

I am concerned with the wording of the City easement giving them exclusive rights in this area where there is no preexisting Nicor easement.

Would it be possible to add a Nicor easement around the existing main to remedy this?

I have circled the spot in question.



Rebecca Luginbill
Land Management
Nicor Gas Company
1844 Ferry Road
Naperville, IL 60563
x2rlugin@southernco.com
PH: 630-388-2095



CALL [JULIE](tel:6303882095) BEFORE YOU DIG!



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hlrengineering.com

November 22, 2024

Gina DelRose
Community Development Planner
City of Belvidere
401 Whitney Boulevard
Belvidere, IL 61008

**RE: 2024-20 Southtowne Subdivision Preliminary Plat
202-21 Southtowne Subdivision Final Plat**

Dear Ms. DelRose,

Below are comments based on the plats transmitted to HLR on 11/14/2024:

Southtowne Subdivision Preliminary Plat Review dated 11/11/2024

- 1.) Missing name and address of owner per Section 151.25 (b)(7)
- 2.) Missing Area information for Parcel 1 and 2
- 3.) Missing boundary angle at southeast corner of Parcel 1 at Pearl Street
- 4.) Label 20' Sanitary Easement as existing in Parcel 2
- 5.) Show building ties to North property line for existing garage and shed for parcel with owner name of Cruz Felix.

Southtowne Subdivision Final Plat Review dated 11/12/2024

- 1.) Show found or set monuments that define the south and east line of the southeast quarter of Section 35, Township 44 North Range 3 East.
- 2.) Missing dimension on Stormwater Management Easement.
- 3.) Any storm sewer pipes entering or leaving the Stormwater Management Easement need to be in an easement.
- 4.) Show document number granting existing 20' Sanitary Easement along north line of proposed Lot 2
- 5.) Show existing right-of-way width of Pearl Street.
- 6.) Show monument material and type found or set per Section 151.32 (a)(4)

If there are any questions regarding the comments presented, feel free to reach out to Eric Haglund, PLS or myself.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

Randal G. Newkirk, PE
Municipal Manager

1707 N. Randall Road
Suite 100
Elgin, Illinois 60123
Tel 847 697 6700
Fax 847 697 6753

380 Shepard Drive
Elgin, Illinois 60123-7010
Tel. 847 697 6700
Fax 847 897 6753

380 N Terra Cotta Road
Unit G
Crystal Lake, Illinois 60012
Tel 847 697 6700
Fax 847 697 6753

3085 Stevenson Drive
Suite 201
Springfield, Illinois 62703
Tel. 217 546 3400
Fax 217 546 8116

323 West 3rd Street
P O Box 160
Mt Carmel, Illinois 62863
Tel 618 262 8651
Fax 618 263 3327

Memo

To: Gina DelRose, Community Development Planner
From: Brent Anderson, Director of Public Works
Date: 11/26/2024
Re: Review of Final Plat – Southtowne Subdivision (Case No. 2024-21)

Having reviewed the above Plat, I offer the following comments:

1. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.
2. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to recording of the Final Plat or approval and release of the construction plans for the development by the Director of Public Works.
3. A construction inspection fee in the amount of three percent of the approved engineer's estimate of cost for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.
4. Unless other arrangements are approved by the City Council, the developer shall pay all normal, customary, and standard permit, inspection, tap-on, connection, recapture, basin, and other fees that are required by the City prior to signing of the Final Plat for this subdivision.
5. A drainage overlay must be included as part of the Final Plat.
6. The following note shall be placed on the Final Plat:

Identified water and sewer easements for the benefit of the City of Belvidere are subject to the water and sanitary sewer facility and maintenance agreement entered into _____, 2025 and recorded as document # _____ in the office of the Boone County, Illinois Recorder of Deeds.

All other provisions of the subdivision control ordinance will be required unless specifically waived by the City Council.

ORDINANCE NO. 711H

**AN ORDINANCE APPROVING
A PRELIMINARY PLAT TITLED
MH SUBDIVISION**

WHEREAS, the City of Belvidere has adopted a Subdivision Ordinance (Chapter 151 of the Belvidere Municipal Code) in accordance with the provisions of Illinois Compiled Statutes to regulate the division of land and specify the minimum requirements for public improvements on land in the City of Belvidere; and,

WHEREAS, the applicant, MH Bradley, LLC, 6402 Cornell Avenue, Indianapolis, IN 46220 (described in the attached subdivision plat (hereof referenced as Attachment A)), has petitioned the City of Belvidere for approval of the preliminary plat titled MH Subdivision.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That the attached Preliminary Plat titled MH Subdivision be, and is hereby approved, subject to the following conditions:

1. The phrase "For Review" shall be removed from the plat.
2. Per Sections 151.23.a.2 and 151.25.a.7 of the Belvidere Subdivision Ordinance, an affidavit of ownership shall be depicted on the plat.
3. Per Section 151.25.b.15 of the Belvidere Subdivision Ordinance, explanation of easements shall be depicted on the plat.
4. All Certificate Blocks shall be dated 2025.
5. The 12-foot utility easements shall be labeled "proposed"
6. Drainage easements, stormwater management easements and cross access easements (for the vehicle circulation areas) with explanations of their use or references to recorded documents describing their use shall be depicted on the plat.
7. Detention and controlled release of stormwater will be required for this subdivision.
8. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.
9. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to the recording of the Final Plat or prior to the approval and release of the construction plans for the development by the Director of Public Works.

10. A construction inspection fee in the amount of three percent of the approved engineer's estimate of costs for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.
11. Prior to approval of the Final Plat for this subdivision, the developer shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin and other fees that are required by the City at the time of Final Plat submittal.
12. Ownership and maintenance responsibility of the detention areas must be included in the final plats.
13. The plat shall be in compliance with all applicable codes, ordinances, and agreements

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute the plat upon presentment of a proper guarantee for the construction of the required subdivision improvements and payment of the construction inspection fee in accordance with the Belvidere Subdivision Ordinance.

Section 3. That the City Clerk is hereby authorized and directed to cause the final plat to be recorded with the Boone County Recorder of Deeds after the plat is properly executed by all of the officers of the City of Belvidere.

Section 4. That this Ordinance shall be in full force and effect from and after its passage as provided by local law and pursuant to Illinois State Statutes. This written and foregoing Ordinance is published by authority of the corporate authorities of the City of Belvidere in pamphlet form on this date.

PASSED by the City Council of the City of Belvidere this _____ day of _____, 2025.

APPROVED by the Mayor of the City of Belvidere this _____ day of _____, 2025.

Clint Morris, Mayor

ATTEST:

Erica Bluege, City Clerk

Ayes: _____ Nays: _____ Absent: _____

City Council Members Voting Aye:

City Council Members Voting Nay:

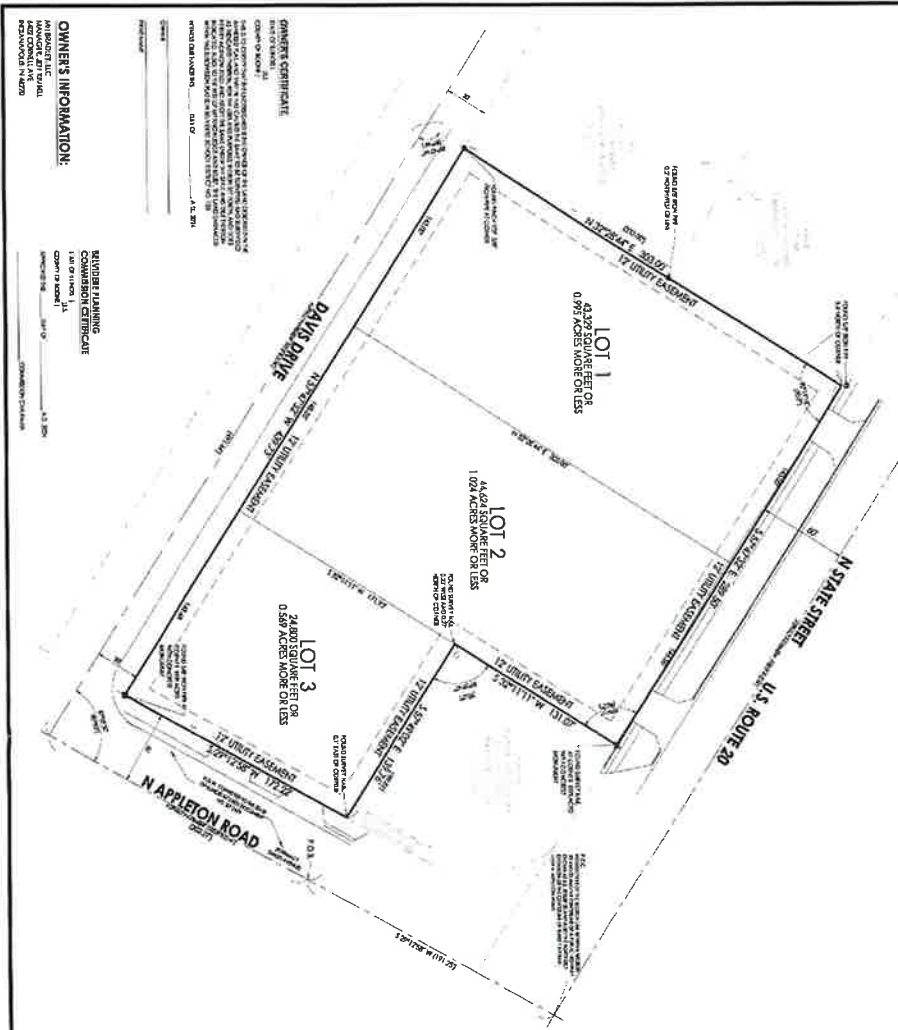
Date Published:

Sponsor: _____

FOR REVIEW

PRELIMINARY PLAT OF MH SUBDIVISION

BEING A SUBDIVISION A PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF BELLEVILLE, COUNTY OF BOONE AND STATE OF ILLINOIS.



OWNER'S INFORMATION:
 PREPARED BY: [Name]
 DATE: [Date]

BLANDER PLANNING COMMISSION CERTIFICATE
 I, [Name], [Title], do hereby certify that the above described plat complies with the provisions of the Blander Planning Commission Ordinance No. [Number] of [Date].

SYMBOL LEGEND
 [Symbol] [Description]

FOR REVIEW
 [Name]
 [Title]

GES
 CURTIS EQUINE REAL ESTATE
 1111 N. STATE STREET, SUITE 100
 BELLEVILLE, ILLINOIS 62206
 TEL: 618-336-1111 FAX: 618-336-1112
 WWW.GESREALTY.COM

NOTARY PUBLIC
 [Name]
 [Title]

MEMO

DATE: December 11, 2024

TO: Mayor and Members of the City Council

FROM: City of Belvidere Planning and Zoning Commission

SUBJECT: Recommendation for Case 2024-22; MH Subdivision (PP)

REQUEST:

The applicant is requesting preliminary plat approval of the 3-lot MH Subdivision. The subject property is northwest of North State Street and Appleton Road. It is approximately 3 acres in size and is developed with Dodge Lanes bowling alley and a large parking area. PIN: 05-22-476-008.

RECOMMENDATION:

The planning and zoning commission recommended the **approval** of case number **2024-22** subject to the following conditions:

1. The phrase "For Review" shall be removed from the plat.
2. Per Sections 151.23.a.2 and 151.25.a.7 of the Belvidere Subdivision Ordinance, an affidavit of ownership shall be depicted on the plat.
3. Per Section 151.25.b.15 of the Belvidere Subdivision Ordinance, explanation of easements shall be depicted on the plat.
4. All Certificate Blocks shall be dated 2025.
5. The 12-foot utility easements shall be labeled "proposed"
6. Drainage easements, stormwater management easements and cross access easements (for the vehicle circulation areas) with explanations of their use or references to recorded documents describing their use shall be depicted on the plat.
7. Detention and controlled release of stormwater will be required for this subdivision.
8. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.
9. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to the recording of the Final Plat or prior to the approval and release of the construction plans for the development by the Director of Public Works.
10. A construction inspection fee in the amount of three percent of the approved engineer's estimate of costs for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.

11. Prior to approval of the Final Plat for this subdivision, the developer shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin and other fees that are required by the City at the time of Final Plat submittal.
12. Ownership and maintenance responsibility of the detention areas must be included in the final plats.
13. The plat shall be in compliance with all applicable codes, ordinances, and agreements

Motion to approve case 2024-22; MH Subdivision (PP) subject to the conditions as presented carried with a (7-0) roll call vote.

Paul Engelman, Chairman
Belvidere Planning and Zoning Commission

CITY OF BELVIDERE

Community Development



BUILDING DEPARTMENT

PLANNING DEPARTMENT

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

December 3, 2024

ADVISORY REPORT

CASE NUMBER: 2024-22

APPLICANT: MH Bradley, LLC, MH Subdivision (PP)

REQUEST:

The applicant is requesting preliminary plat approval of the 3-lot MH Subdivision.

LOCATION AND DESCRIPTION OF SITE:

The subject property is northwest of North State Street and Appleton Road. It is approximately 3 acres in size and is developed with Dodge Lanes bowling alley and a large parking area. PIN: 05-22-476-008.

BACKGROUND:

In addition to the preliminary plat request, the applicant has also applied for a final plat for MH Subdivision and a special use for a planned development for Lots 1 and 2. Although portions of Davis Drive are being dedicated, no new rights-of-ways are being created. Additional water and sewer connections will need to be created to accommodate the multiple buildings.

The subdivision will allow for the anticipated redevelopment of the property into two food establishments. The redevelopment of Lot 3 has yet to be determined. Although all three lots have adequate road frontage to be developed individually, Lots 1 and 2 are anticipated to be developed together, sharing an ingress/egress point off of Davis Drive and utilizing cross access easements for shared drive-aisles.

A request for comments was sent to 18 departments, agencies, or other parties. Comments received were either addressed by the applicant or have been incorporated into the recommended conditions of approval.

SUMMARY OF FINDINGS:

Provided that the suggested conditions of approval are met, the Preliminary Plat of MH Subdivision is in conformance with the City of Belvidere's Subdivision Code and Zoning Ordinances.

RECOMMENDATION:

Planning staff recommends the **approval** of the preliminary plat for MH Subdivision (case number **2024-22**) subject to the following conditions:

1. The phrase "For Review" shall be removed from the plat.

2024-22; MH Subdivision Preliminary Plat

2. Per Sections 151.23.a.2 and 151.25.a.7 of the Belvidere Subdivision Ordinance, an affidavit of ownership shall be depicted on the plat.
3. Per Section 151.25.b.15 of the Belvidere Subdivision Ordinance, explanation of easements shall be depicted on the plat.
4. All Certificate Blocks shall be dated 2025.
5. The 12-foot utility easements shall be labeled "proposed"
6. Drainage easements, stormwater management easements and cross access easements (for the vehicle circulation areas) with explanations of their use or references to recorded documents describing their use shall be depicted on the plat.
7. Detention and controlled release of stormwater will be required for this subdivision.
8. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.
9. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to the recording of the Final Plat or prior to the approval and release of the construction plans for the development by the Director of Public Works.
10. A construction inspection fee in the amount of three percent of the approved engineer's estimate of costs for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.
11. Prior to approval of the Final Plat for this subdivision, the developer shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin and other fees that are required by the City at the time of Final Plat submittal.
12. Ownership and maintenance responsibility of the detention areas must be included in the final plats.
13. The plat shall be in compliance with all applicable codes, ordinances, and agreements

Submitted by:

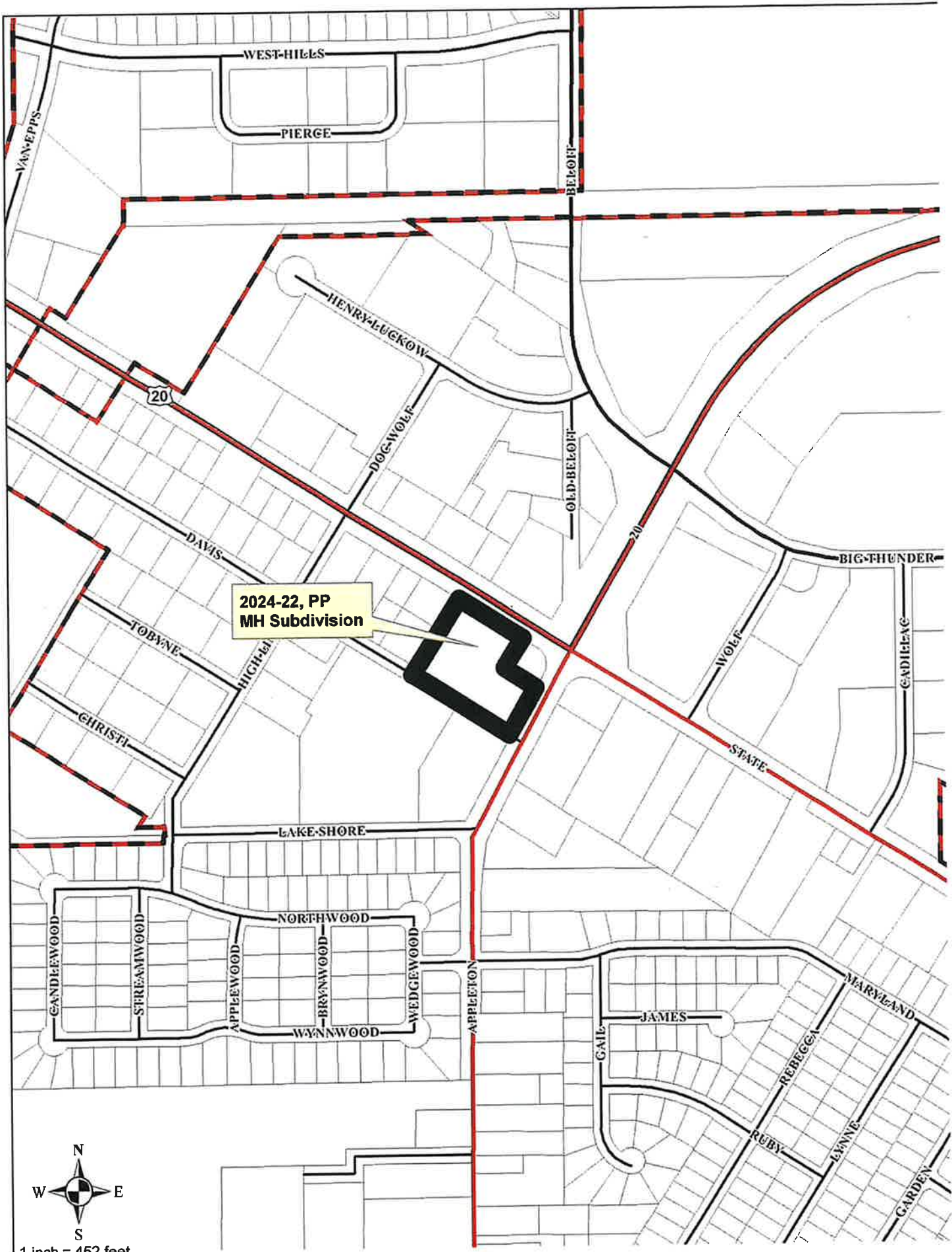


Gina DelRose
Community Development Planner

2024-22; MH Subdivision Preliminary Plat

ATTACHMENTS

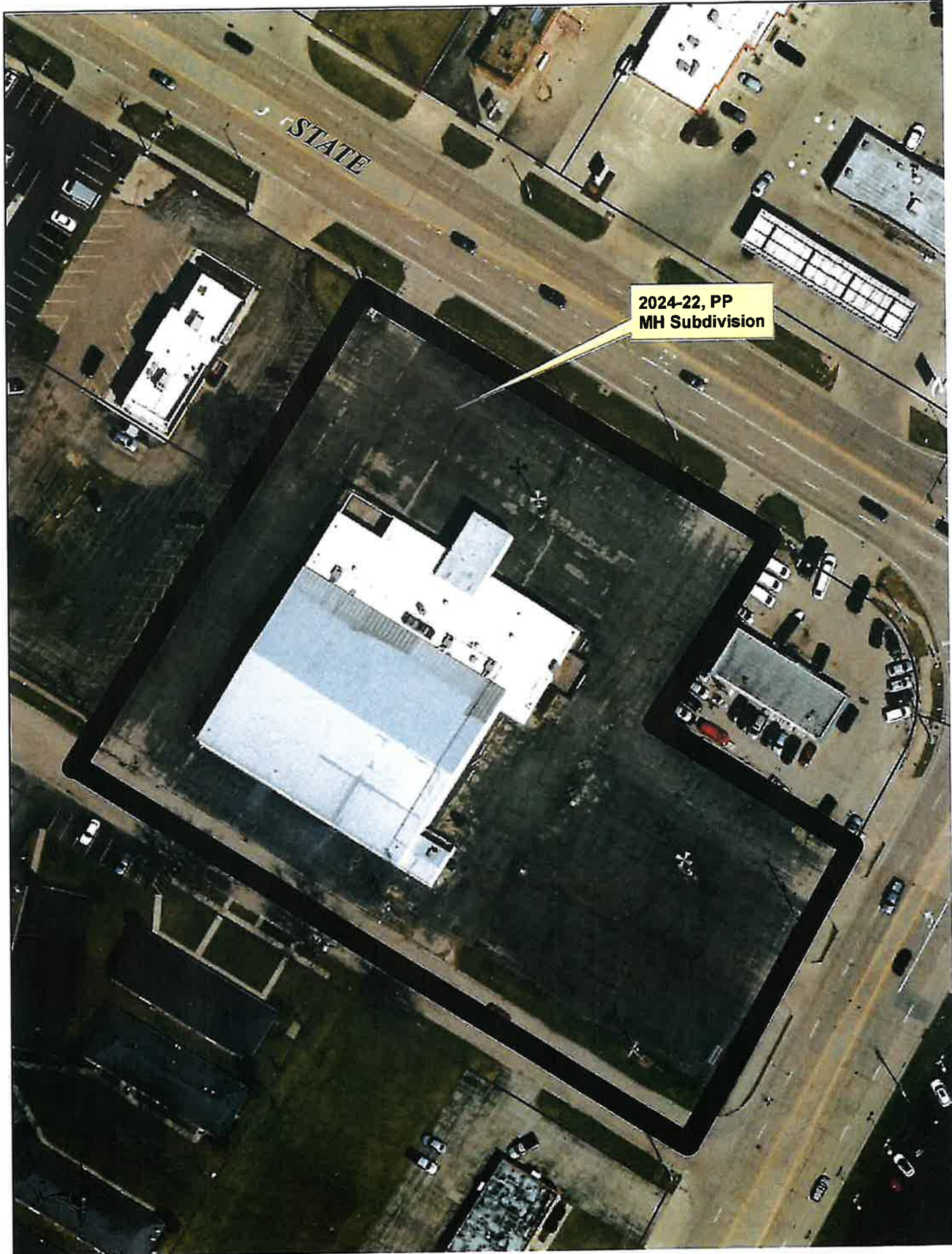
1. Location Map by Planning Staff.
2. Aerial Photo with Platting by Planning Staff.
3. Letter from Hampton, Lenzini and Renwick, Inc., Randal Newkirk, November 26, 2024.
4. Memo from Belvidere Public Works Department, Brent Anderson, November 26, 2024.
5. Preliminary Plat for MH Subdivision by C.E.S. Inc., dated November 14, 2024.



2024-22, PP
MH Subdivision



1 inch = 452 feet



2024-22, PP
MH Subdivision

STATE



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hltrengineering.com

November 26, 2024

Gina DelRose
Community Development Planner
City of Belvidere
401 Whitney Boulevard
Belvidere, IL 61008

**RE: 2024-22 MH Subdivision Preliminary Plat
2024-23 MH Subdivision Final Plat**

Dear Ms. DelRose,

Below are comments based on the plats transmitted to HLR on November 18, 2024:

MH Subdivision Preliminary Plat dated 11/14/2024

- 1.) Label 12' Utility with recording information or if proposed

MH Subdivision Final Plat dated 11/07/2024

- 1.) Show 12' Utility Easements with recording information or if proposed
- 2.) Is Davis Drive being dedicated? If so, label as Hereby Dedicated
- 3.) Missing Utility certifications and Easement language
- 4.) Show monument material and type found or set per Section 151.32 (a)(4) for new Lot corners

If there are any questions regarding the comments presented, feel free to reach out to Eric Haglund, PLS or myself.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

Randal G. Newkirk, PE
Municipal Manager

Memo

To: Gina DelRose, Community Development Planner
From: Brent Anderson, Director of Public Works
Date: 11/26/2024
Re: Review of Preliminary Plat – MH Subdivision (Case No. 2024-22)

Having reviewed the above Plat, I offer the following comments:

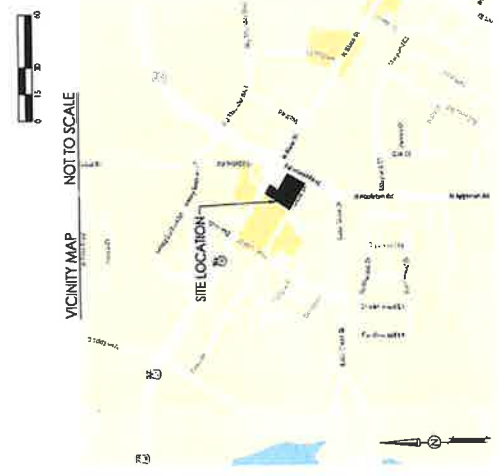
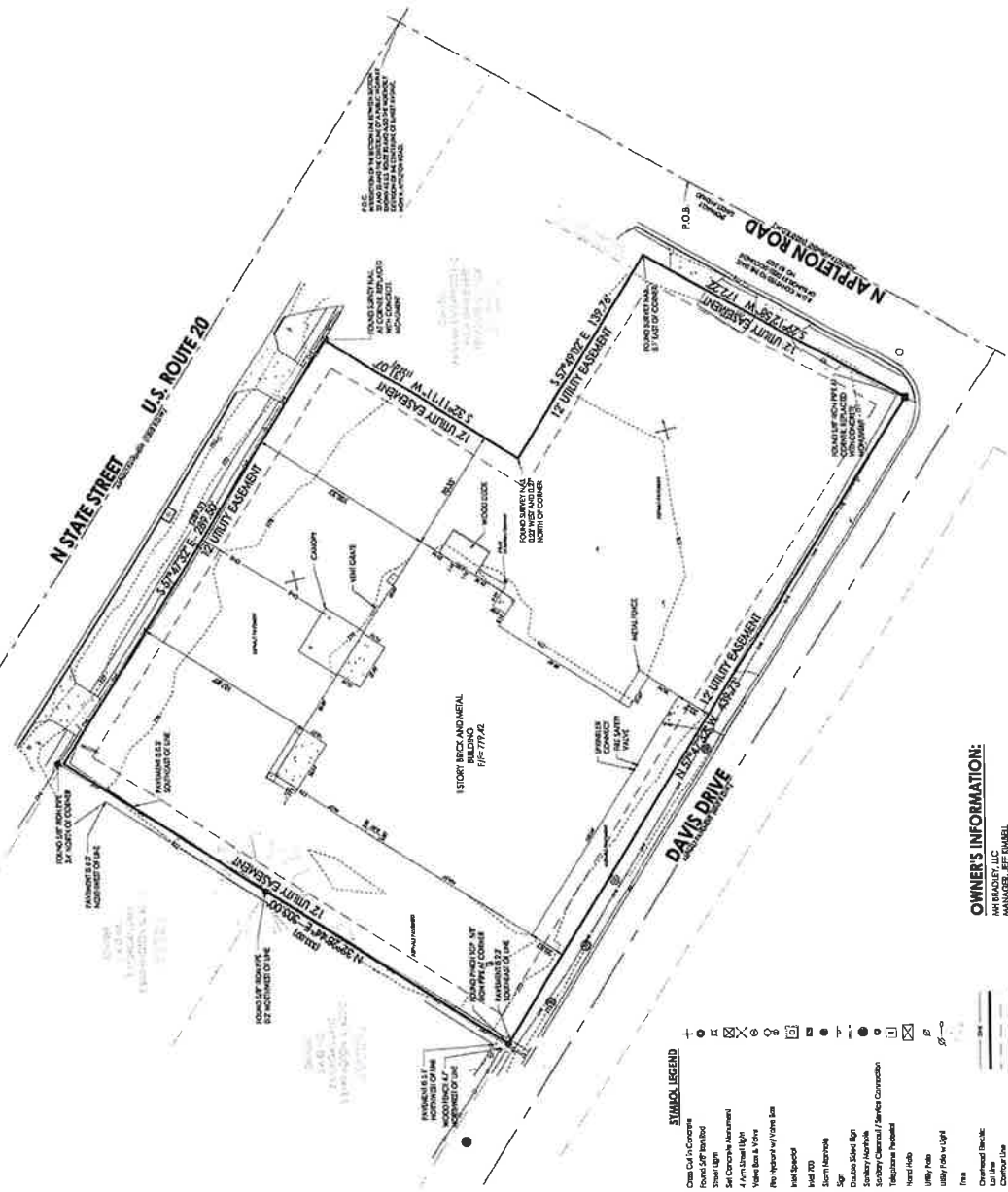
1. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.
2. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to recording of the Final Plat or approval and release of the construction plans for the development by the Director of Public Works.
3. A construction inspection fee in the amount of three percent of the approved engineer's estimate of cost for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.
4. Prior to approval of the Final Plat for this subdivision, the developer shall pay all normal, customary, and standard permit, inspection, tap-on, connection, recapture, basin, and other fees that are required by the City at the time of Final Plat submittal.
5. Detention and controlled release of stormwater will be required for this subdivision.

All other provisions of the subdivision control ordinance will be required unless specifically waived by the City Council.

TOPOGRAPHIC MAP OF MH SUBDIVISION

BEING A SUBDIVISION IN A PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF BELVIDERE, COUNTY OF BOONE AND STATE OF ILLINOIS.

FOR REVIEW



SURVEYOR'S CERTIFICATE

SURVEYOR OF BOONE COUNTY, ILLINOIS

I HEREBY CERTIFY THAT THE SURVEY HAS BEEN MADE ACCORDING TO THE BEST OF MY SKILL AND KNOWLEDGE, AND THAT THE LINES AND ANGLES SHOWN ON THIS MAP ARE TRUE TO THE ORIGINAL SURVEY RECORDS, AND THAT THE SAME HAVE BEEN CORRECTED FOR CURVATURE OF THE EARTH AND FOR THE EFFECTS OF REFRACTION AND THERMAL EXPANSION OF THE INSTRUMENTS USED IN THE SURVEY. I HAVE ALSO BEEN SATISFIED THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE STATUTES OF THE STATE OF ILLINOIS, AND THAT THE SAME ARE CORRECT AND COMPLETE. I HAVE ALSO BEEN SATISFIED THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE STATUTES OF THE STATE OF ILLINOIS, AND THAT THE SAME ARE CORRECT AND COMPLETE. I HAVE ALSO BEEN SATISFIED THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE STATUTES OF THE STATE OF ILLINOIS, AND THAT THE SAME ARE CORRECT AND COMPLETE.

FOR REVIEW

GES REAL ESTATE

CLIENT: ECLIPSE REAL ESTATE

CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS

DATE: 11/15/2024

PROJECT NUMBER: CL24-24

SHEET 2 OF 2

SYMBOL LEGEND

City of Concrete	1
City of Asphalt	2
City of Stone	3
City of Gravel	4
City of Wood	5
City of Metal	6
City of Glass	7
City of Plastic	8
City of Paper	9
City of Cloth	10
City of Food	11
City of Drink	12
City of Tobacco	13
City of Alcohol	14
City of Drugs	15
City of Weapons	16
City of Explosives	17
City of Hazardous Materials	18
City of Radioactive Materials	19
City of Biohazardous Materials	20
City of Chemicals	21
City of Other	22

OWNER'S INFORMATION:

MARK BRADY, LLC
 MANAGER: JEFF DANIEL
 400 N. STATE ST. #100
 BELVIDERE, IL 62602

ORDINANCE NO. 712H

**AN ORDINANCE APPROVING
A FINAL PLAT TITLED
MH SUBDIVISION**

WHEREAS, the City of Belvidere has adopted a Subdivision Ordinance (Chapter 151 of the Belvidere Municipal Code) in accordance with the provisions of Illinois Compiled Statutes to regulate the division of land and specify the minimum requirements for public improvements on land in the City of Belvidere; and,

WHEREAS, the applicant, MH Bradley, LLC, 6402 Cornell Avenue, Indianapolis, IN 46220 (described in the attached subdivision plat (hereof referenced as Attachment A)), has petitioned the City of Belvidere for approval of the final plat titled MH Subdivision.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That the attached Final Plat titled MH Subdivision be, and is hereby approved, subject to the following conditions:

1. The phrase "For Review" shall be removed from the plat.
2. Drainage easements, stormwater management easements and cross access easements (for the vehicle circulation areas) with explanations of their use or references to recorded documents describing their use shall be depicted on the plat.
3. The 12-foot utility easements depicted on the preliminary plat shall also be depicted on the final plat.
4. Per Sections 151.23.a.2 and 151.25.a.7 of the Belvidere Subdivision Ordinance, an affidavit of ownership shall be depicted on the plat.
5. Per Section 151.41.e.2 of the Belvidere Subdivision Ordinance, sidewalks shall be installed along Davis Drive.
6. Per Section 151.32.a.4 of the Belvidere Subdivision Ordinance, set pins shall be located at the property corners of the new lots.
7. The Surveyor's Certificate Block as described in Appendix A of the Belvidere Subdivision Ordinance shall be depicted on the plat.
8. The Utility Companies Certificate Block as described in Appendix A of the Belvidere Subdivision Ordinance shall be depicted on the plat.
9. The General Easement Provision as described in Appendix A of the Belvidere Subdivision Ordinance shall be depicted on the plat.
10. The Illinois Department of Transportation shall have a Certificate Block depicted on the plat stating "This plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant to 765 ILCS 205/2.

However, a Permit for access issued by the Department is required by the owner of the property. A plan meeting the requirements contained in the Departments "Policy on Permits for Access Driveways to State Highways" will be required by the Department. Dated this _____ day of _____, A.D., 20____
_____ Region Two Engineer"

11. All Certificate Blocks shall be dated 2025.
12. A drainage overlay needs to be submitted for review and approval prior to final plat approval.
13. The western 30' of the property that encroaches into Davis Drive shall be depicted on the plat as "Hereby dedicated for public right-of-way".
14. Per Section 151.32.a.4 of the Belvidere Subdivision Ordinance, the monument material and type found or set shall be depicted on the plat
15. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.
16. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to the recording of the Final Plat or prior to the approval and release of the construction plans for the development by the Director of Public Works.
17. A construction inspection fee in the amount of three percent of the approved engineer's estimate of costs for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.
18. Unless other arrangements are approved by the City Council, the developer shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin and other fees that are required by the City at the time of Final Plat submittal.
19. Ownership and maintenance responsibility of the detention areas must be included in the final plat.
20. The revised plat shall be presented to the planning department for review and approval before any signatures are obtained.
21. The plat shall be recorded with the County Recorder of Deeds within 90 days of City Council approval, unless a plat-recording extension is granted.
22. The final plat shall be in compliance with all applicable codes, ordinances and agreements.

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute the plat upon presentment of a proper guarantee for the construction of the required subdivision improvements and payment of the construction inspection fee in accordance with the Belvidere Subdivision Ordinance.

Section 3. That the City Clerk is hereby authorized and directed to cause the final plat to be recorded with the Boone County Recorder of Deeds after the plat is properly executed by all of the officers of the City of Belvidere.

Section 4. That this Ordinance shall be in full force and effect from and after its passage as provided by local law and pursuant to Illinois State Statutes. This written and foregoing Ordinance is published by authority of the corporate authorities of the City of Belvidere in pamphlet form on this date.

PASSED by the City Council of the City of Belvidere this _____ day of _____, 2025.

APPROVED by the Mayor of the City of Belvidere this _____ day of _____, 2025.

Clint Morris, Mayor

ATTEST:

Erica Bluege, City Clerk

Ayes: _____ Nays: _____ Absent: _____

City Council Members Voting Aye:

City Council Members Voting Nay:

Date Published:

Sponsor: _____

ATTACHMENT A



FOR REVIEW

FINAL PLAT OF MH SUBDIVISION

BEING A SUBDIVISION IN A PART OF THE HIGHLAND QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF SEWELL, COUNTY OF MOORE AND STATE OF ALABAMA

OWNER'S CERTIFICATE

Copy of Book: 1A

IN WITNESS WHEREOF, I, the undersigned, being the owner of the above described land, have hereunto set my hand and seal at the City of Sewell, Alabama, this _____ day of _____, 2011.

Signature: _____

Print Name: _____

OWNER'S CERTIFICATE

Copy of Book: 1A

IN WITNESS WHEREOF, I, the undersigned, being the owner of the above described land, have hereunto set my hand and seal at the City of Sewell, Alabama, this _____ day of _____, 2011.

Signature: _____

Print Name: _____

CITY CLERK'S CERTIFICATE

Copy of Book: 1A

I, the undersigned, being the City Clerk of the City of Sewell, Alabama, do hereby certify that the above described land is the same as shown on the plat of the subdivision of the above described land, and that the same is in compliance with the provisions of the Ordinance of the City of Sewell, Alabama, relating to the subdivision of land.

Signature: _____

Print Name: _____

PUBLIC WORKS DEPARTMENT CERTIFICATE

Copy of Book: 1A

I, the undersigned, being the City Engineer of the City of Sewell, Alabama, do hereby certify that the above described land is the same as shown on the plat of the subdivision of the above described land, and that the same is in compliance with the provisions of the Ordinance of the City of Sewell, Alabama, relating to the subdivision of land.

Signature: _____

Print Name: _____

PLAT CLERK'S CERTIFICATE

Copy of Book: 1A

I, the undersigned, being the Plat Clerk of the City of Sewell, Alabama, do hereby certify that the above described land is the same as shown on the plat of the subdivision of the above described land, and that the same is in compliance with the provisions of the Ordinance of the City of Sewell, Alabama, relating to the subdivision of land.

Signature: _____

Print Name: _____

RECORDER'S CERTIFICATE

Copy of Book: 1A

I, the undersigned, being the Recorder of Deeds for the County of Moore, Alabama, do hereby certify that the above described land is the same as shown on the plat of the subdivision of the above described land, and that the same is in compliance with the provisions of the Ordinance of the City of Sewell, Alabama, relating to the subdivision of land.

Signature: _____

Print Name: _____

CITY MANAGER'S CERTIFICATE

Copy of Book: 1A

I, the undersigned, being the City Manager of the City of Sewell, Alabama, do hereby certify that the above described land is the same as shown on the plat of the subdivision of the above described land, and that the same is in compliance with the provisions of the Ordinance of the City of Sewell, Alabama, relating to the subdivision of land.

Signature: _____

Print Name: _____

DRAINAGE DEPARTMENT CERTIFICATE

Copy of Book: 1A

I, the undersigned, being the City Engineer of the City of Sewell, Alabama, do hereby certify that the above described land is the same as shown on the plat of the subdivision of the above described land, and that the same is in compliance with the provisions of the Ordinance of the City of Sewell, Alabama, relating to the subdivision of land.

Signature: _____

Print Name: _____

OWNER'S INFORMATION:

NAME OF OWNER: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____

FOR REVIEW

GES
CITY OF SEWELL REAL ESTATE
1100 N. 1st St., Sewell, AL 36581
Phone: (205) 336-1111

MEMO

DATE: December 11, 2024

TO: Mayor and Members of the City Council

FROM: City of Belvidere Planning and Zoning Commission

SUBJECT: Recommendation for Case 2024-23; MH Subdivision (FP)

REQUEST:

The applicant is requesting final plat approval of the 3-lot MH Subdivision. The subject property is northwest of North State Street and Appleton Road. It is approximately 3 acres in size and is developed with Dodge Lanes bowling alley and a large parking area. PIN: 05-22-476-008.

RECOMMENDATION:

The planning and zoning commission recommended the **approval** of case number **2024-23** subject to the following conditions:

1. The phrase "For Review" shall be removed from the plat.
2. Drainage easements, stormwater management easements and cross access easements (for the vehicle circulation areas) with explanations of their use or references to recorded documents describing their use shall be depicted on the plat.
3. The 12-foot utility easements depicted on the preliminary plat shall also be depicted on the final plat.
4. Per Sections 151.23.a.2 and 151.25.a.7 of the Belvidere Subdivision Ordinance, an affidavit of ownership shall be depicted on the plat.
5. Per Section 151.41.e.2 of the Belvidere Subdivision Ordinance, sidewalks shall be installed along Davis Drive.
6. Per Section 151.32.a.4 of the Belvidere Subdivision Ordinance, set pins shall be located at the property corners of the new lots.
7. The Surveyor's Certificate Block as described in Appendix A of the Belvidere Subdivision Ordinance shall be depicted on the plat.
8. The Utility Companies Certificate Block as described in Appendix A of the Belvidere Subdivision Ordinance shall be depicted on the plat.
9. The General Easement Provision as described in Appendix A of the Belvidere Subdivision Ordinance shall be depicted on the plat.
10. The Illinois Department of Transportation shall have a Certificate Block depicted on the plat stating "This plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant to 765 ILCS 205/2. However, a Permit for access issued by the Department is required by the owner of the property. A plan meeting the requirements contained in the Departments "Policy on Permits for Access Driveways to

- State Highways” will be required by the Department. Dated this _____ day of _____, A.D., 20____ _____Region Two Engineer”
11. All Certificate Blocks shall be dated 2025.
 12. A drainage overlay needs to be submitted for review and approval prior to final plat approval.
 13. The western 30’ of the property that encroaches into Davis Drive shall be depicted on the plat as “Hereby dedicated for public right-of-way”.
 14. Per Section 151.32.a.4 of the Belvidere Subdivision Ordinance, the monument material and type found or set shall be depicted on the plat
 15. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer’s estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.
 16. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to the recording of the Final Plat or prior to the approval and release of the construction plans for the development by the Director of Public Works.
 17. A construction inspection fee in the amount of three percent of the approved engineer’s estimate of costs for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.
 18. Unless other arrangements are approved by the City Council, the developer shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin and other fees that are required by the City at the time of Final Plat submittal.
 19. Ownership and maintenance responsibility of the detention areas must be included in the final plat.
 20. The revised plat shall be presented to the planning department for review and approval before any signatures are obtained.
 21. The plat shall be recorded with the County Recorder of Deeds within 90 days of City Council approval, unless a plat-recording extension is granted.
 22. The final plat shall be in compliance with all applicable codes, ordinances and agreements.

Motion to approve case 2024-23; MH Subdivision (FP) subject to the conditions as presented carried with a (7-0) roll call vote.

Paul Engelman, Chairman
Belvidere Planning and Zoning Commission

CITY OF BELVIDERE

Community Development



BUILDING DEPARTMENT

PLANNING DEPARTMENT

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

December 3, 2024

ADVISORY REPORT

CASE NUMBER: 2024-23

APPLICANT: MH Bradley, LLC, MH Subdivision (FP)

REQUEST:

The applicant is requesting final plat approval of the 3-lot MH Subdivision.

LOCATION AND DESCRIPTION OF SITE:

The subject property is northwest of North State Street and Appleton Road. It is approximately 3 acres in size and is developed with Dodge Lanes bowling alley and a large parking area. PIN: 05-22-476-008.

BACKGROUND:

The applicant is concurrently requesting the preliminary and final plats of MH Subdivision and a special use for a planned development for Lots 1 and 2. Although portions of Davis Drive are being dedicated, no new rights-of-ways are being created. Additional water and sewer connections will need to be created to accommodate the multiple buildings.

The subdivision will allow for the anticipated redevelopment of the property into two food establishments. The redevelopment of Lot 3 has yet to be determined. Although all three lots have adequate road frontage to be developed individually, Lots 1 and 2 are anticipated to be developed together, sharing an ingress/egress point off of Davis Drive and utilizing cross access easements for shared drive-aisles.

A request for comments was sent to 18 departments, agencies, or other parties. Comments received were either addressed by the applicant or have been incorporated into the recommended conditions of approval.

SUMMARY OF FINDINGS:

Provided that the suggested conditions of approval are met, the Final Plat of MH Subdivision is in conformance with the City of Belvidere's Subdivision Code and Zoning Ordinances.

RECOMMENDATION:

Planning staff recommends the **approval** of the final plat for MH Subdivision (case number **2024-23**) subject to the following conditions:

1. The phrase "For Review" shall be removed from the plat.

2024-23; MH Subdivision Final Plat

2. Drainage easements, stormwater management easements and cross access easements (for the vehicle circulation areas) with explanations of their use or references to recorded documents describing their use shall be depicted on the plat.
3. The 12-foot utility easements depicted on the preliminary plat shall also be depicted on the final plat.
4. Per Sections 151.23.a.2 and 151.25.a.7 of the Belvidere Subdivision Ordinance, an affidavit of ownership shall be depicted on the plat.
5. Per Section 151.41.e.2 of the Belvidere Subdivision Ordinance, sidewalks shall be installed along Davis Drive.
6. Per Section 151.32.a.4 of the Belvidere Subdivision Ordinance, set pins shall be located at the property corners of the new lots.
7. The Surveyor's Certificate Block as described in Appendix A of the Belvidere Subdivision Ordinance shall be depicted on the plat.
8. The Utility Companies Certificate Block as described in Appendix A of the Belvidere Subdivision Ordinance shall be depicted on the plat.
9. The General Easement Provision as described in Appendix A of the Belvidere Subdivision Ordinance shall be depicted on the plat.
10. The Illinois Department of Transportation shall have a Certificate Block depicted on the plat stating "This plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant to 765 ILCS 205/2. However, a Permit for access issued by the Department is required by the owner of the property. A plan meeting the requirements contained in the Departments "Policy on Permits for Access Driveways to State Highways" will be required by the Department. Dated this _____ day of _____, A.D., 20_____ Region Two Engineer"
11. All Certificate Blocks shall be dated 2025.
12. A drainage overlay needs to be submitted for review and approval prior to final plat approval.
13. The western 30' of the property that encroaches into Davis Drive shall be depicted on the plat as "Hereby dedicated for public right-of-way".
14. Per Section 151.32.a.4 of the Belvidere Subdivision Ordinance, the monument material and type found or set shall be depicted on the plat
15. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.
16. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to the recording of the Final Plat or prior to the approval and release of the construction plans for the development by the Director of Public Works.
17. A construction inspection fee in the amount of three percent of the approved engineer's estimate of costs for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.
18. Unless other arrangements are approved by the City Council, the developer shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin and other fees that are required by the City at the time of Final Plat submittal.
19. Ownership and maintenance responsibility of the detention areas must be included in the final plat.
20. The revised plat shall be presented to the planning department for review and approval before any signatures are obtained.

2024-23; MH Subdivision Final Plat

21. The plat shall be recorded with the County Recorder of Deeds within 90 days of City Council approval, unless a plat-recording extension is granted.
22. The final plat shall be in compliance with all applicable codes, ordinances and agreements.

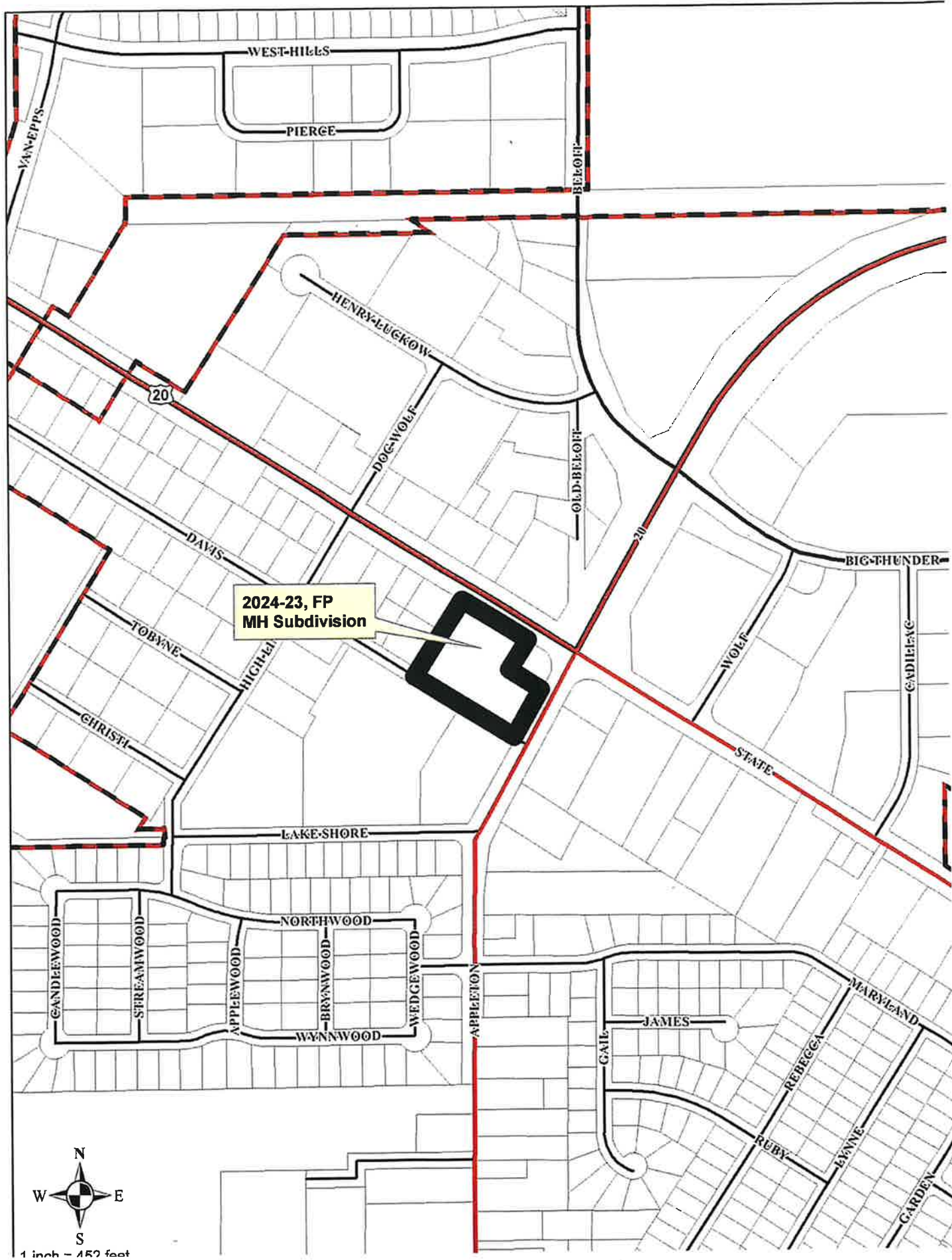
Submitted by:



Gina DelRose
Community Development Planner

ATTACHMENTS

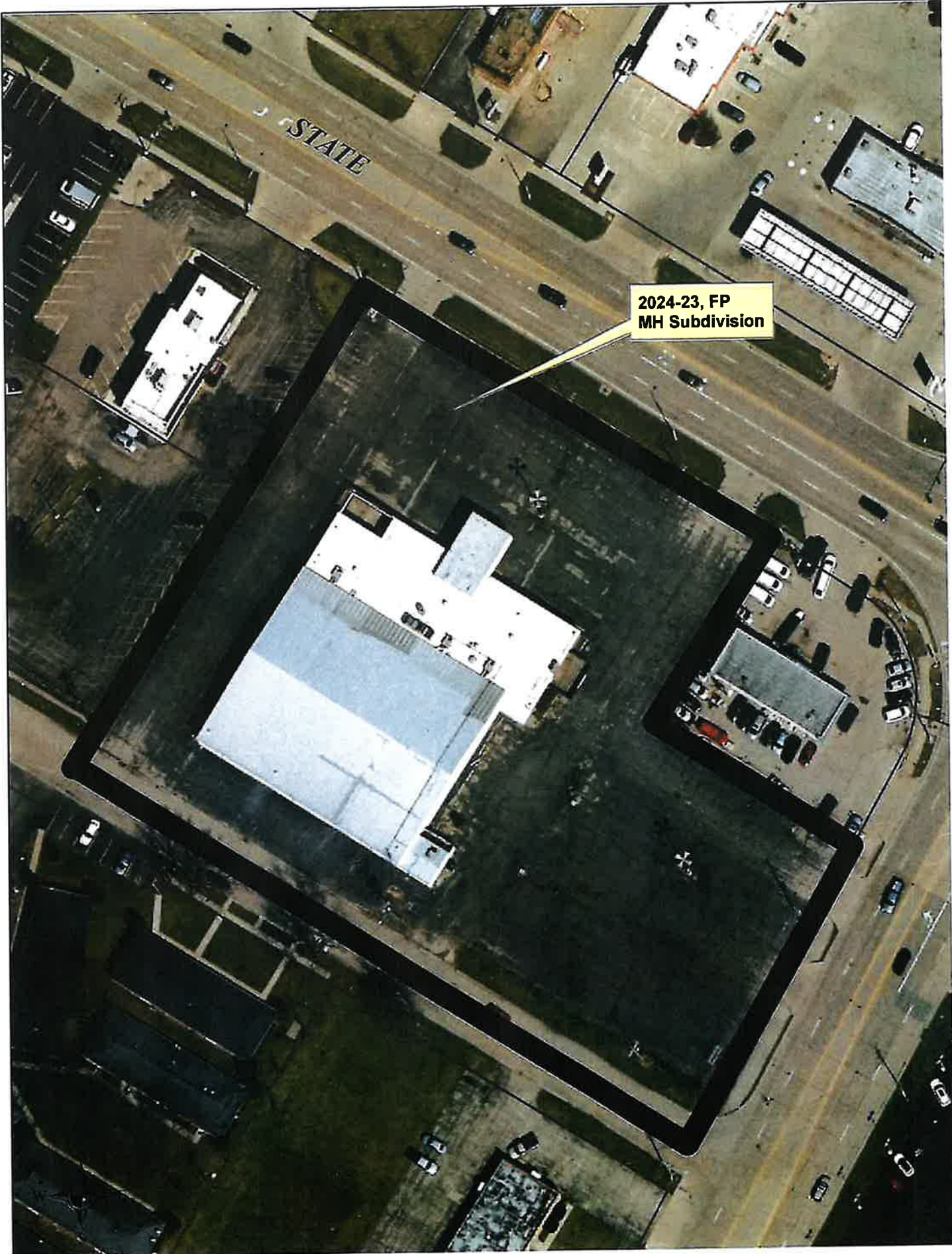
1. Location Map by Planning Staff.
2. Aerial Photo with Platting by Planning Staff.
3. E-mail from Comcast Cable, Ted Wyman, November 19, 2024.
4. Memo from Belvidere Public Works Department, Brent Anderson, November 26, 2024.
5. Letter from Hampton, Lenzini and Renwick, Inc., Randal Newkirk, November 26, 2024.
6. E-mail from Illinois Department of Transportation, Scott Spayer, November 27, 2024.
7. E-mail from Nicor Gas, Rebecca Luginbill, December 2, 2024.
8. Final Plat for MH Subdivision by C.E.S. Inc., dated November 7, 2024.



**2024-23, FP
MH Subdivision**



1 inch = 452 feet



2024-23, FP
MH Subdivision

STATE

Gina Delrose

From: Wyman, Ted <Ted_Wyman@comcast.com>
Sent: Tuesday, November 19, 2024 12:25 PM
To: Gina Delrose
Subject: RE: mh subdivision FINAL plat- case 2024-23

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.

Gina,

As we had discussed during our phone conversation, Comcast has no objection to the MH Plat of Resubdivision.

Also, for any future plat reviews, you can just go ahead and send them only to to me from Comcast.

If you have any questions in regards to this information, please don't hesitate to contact me.

Sincerely,

Ted Wyman
Comcast Cable
Right-of-Way Engineer
688 Industrial Drive
Elmhurst, IL 60126
Phone: (224) 229-5850 office (847) 652-6074 cell
Fax: (630) 359-5482
Ted_Wyman@comcast.com

From: Gina Delrose <gdelrose@BelvidereIL.gov>
Sent: Monday, November 18, 2024 5:08 PM
To: Wyman, Ted <Ted_Wyman@comcast.com>; Koshinski, Keith <Keith_Koshinski@comcast.com>; Mark Beck <mbeck@belviderefire.com>; Nicolas Thornton <nthornton@belviderefire.com>
Subject: [EXTERNAL] mh subdivision FINAL plat- case 2024-23

Hello Everyone-

Please see the attached request for comments for the final plat of MH Subdivision.

Ted, I am also attaching the proposed site plan so you can see how they plan on developing the lot.

Gina DelRose

Community Development Planner
City of Belvidere
401 Whitney Boulevard, 61008



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hlrengineering.com

November 26, 2024

Gina DeRose
Community Development Planner
City of Belvidere
401 Whitney Boulevard
Belvidere, IL 61008

**RE: 2024-22 MH Subdivision Preliminary Plat
2024-23 MH Subdivision Final Plat**

Dear Ms. DeRose,

Below are comments based on the plats transmitted to HLR on November 18, 2024:

MH Subdivision Preliminary Plat dated 11/14/2024

- 1.) Label 12' Utility with recording information or if proposed

MH Subdivision Final Plat dated 11/07/2024

- 1.) Show 12' Utility Easements with recording information or if proposed
- 2.) Is Davis Drive being dedicated? If so, label as Hereby Dedicated
- 3.) Missing Utility certifications and Easement language
- 4.) Show monument material and type found or set per Section 151.32 (a)(4) for new Lot corners

If there are any questions regarding the comments presented, feel free to reach out to Eric Haglund, PLS or myself.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

Randal G. Newkirk, PE
Municipal Manager

1707 N. Randall Road
Suite 100
Elgin, Illinois 60123
Tel: 847 697 6700
Fax: 847 697 6753

380 Shepard Drive
Elgin, Illinois 60123-7010
Tel: 847 697 6700
Fax: 847 697 6753

380 N. Terra Cotta Road
Unit G
Crystal Lake, Illinois 60012
Tel: 847 697 6700
Fax: 847 697 6753

3085 Stevenson Drive
Suite 201
Springfield, Illinois 62793
Tel: 217 546 3400
Fax: 217 546 3116

323 West 3rd Street
P O Box 180
Mt Carmel, Illinois 62863
Tel: 618 262 8651
Fax: 618 263 3327

Memo

To: Gina DelRose, Community Development Planner
From: Brent Anderson, Director of Public Works
Date: 11/26/2024
Re: Review of Final Plat – MH Subdivision (Case No. 2024-23)

Having reviewed the above Plat, I offer the following comments:

1. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.
2. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to recording of the Final Plat or approval and release of the construction plans for the development by the Director of Public Works.
3. A construction inspection fee in the amount of three percent of the approved engineer's estimate of cost for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.
4. Unless other arrangements are approved by the City Council, the developer shall pay all normal, customary, and standard permit, inspection, tap-on, connection, recapture, basin, and other fees that are required by the City prior to signing of the Final Plat for this subdivision.
5. Ownership and maintenance responsibility of the detention areas must be provided on the Final Plat.
6. A drainage overlay must be included as part of the Final Plat.

All other provisions of the subdivision control ordinance will be required unless specifically waived by the City Council.

Gina Delrose

From: Spayer, Scott M. <Scott.Spayer@Illinois.gov>
Sent: Wednesday, November 27, 2024 3:21 PM
To: Gina Delrose
Cc: Tracy Pyszka; Rider, Gregory
Subject: 2024-23;MH Subdivision (Final Plat)
Attachments: D2 Subdivision Plat Certificate.docx; Final Plat - MH Subdivision.pdf

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.

Gina-

We have received the Preliminary & Final Plat of MH Subdivision for review.

We ask that the attached certificate be included on the Final plat.

I have cc'd Tracy Pyszka with CES, Inc.

Let me know if you have any questions.

Thanks,

-Scott

Scott M. Spayer, P.L.S.
Chief of Plats and Plans
Illinois Department of Transportation
Region 2 / District 2
819 Depot Avenue
Dixon, Illinois 61021
(815) 284-5370

State of Illinois - CONFIDENTIALITY NOTICE: The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege, or any other exemption from disclosure.

This plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant to 765 ILCS 205/2. However, a Permit for access issued by the Department is required by the owner of the property. A plan meeting the requirements contained in the Departments "Policy on Permits for Access Driveways to State Highways" will be required by the Department.

Dated this _____ day of _____, A.D., 20 _____

Region Two Engineer

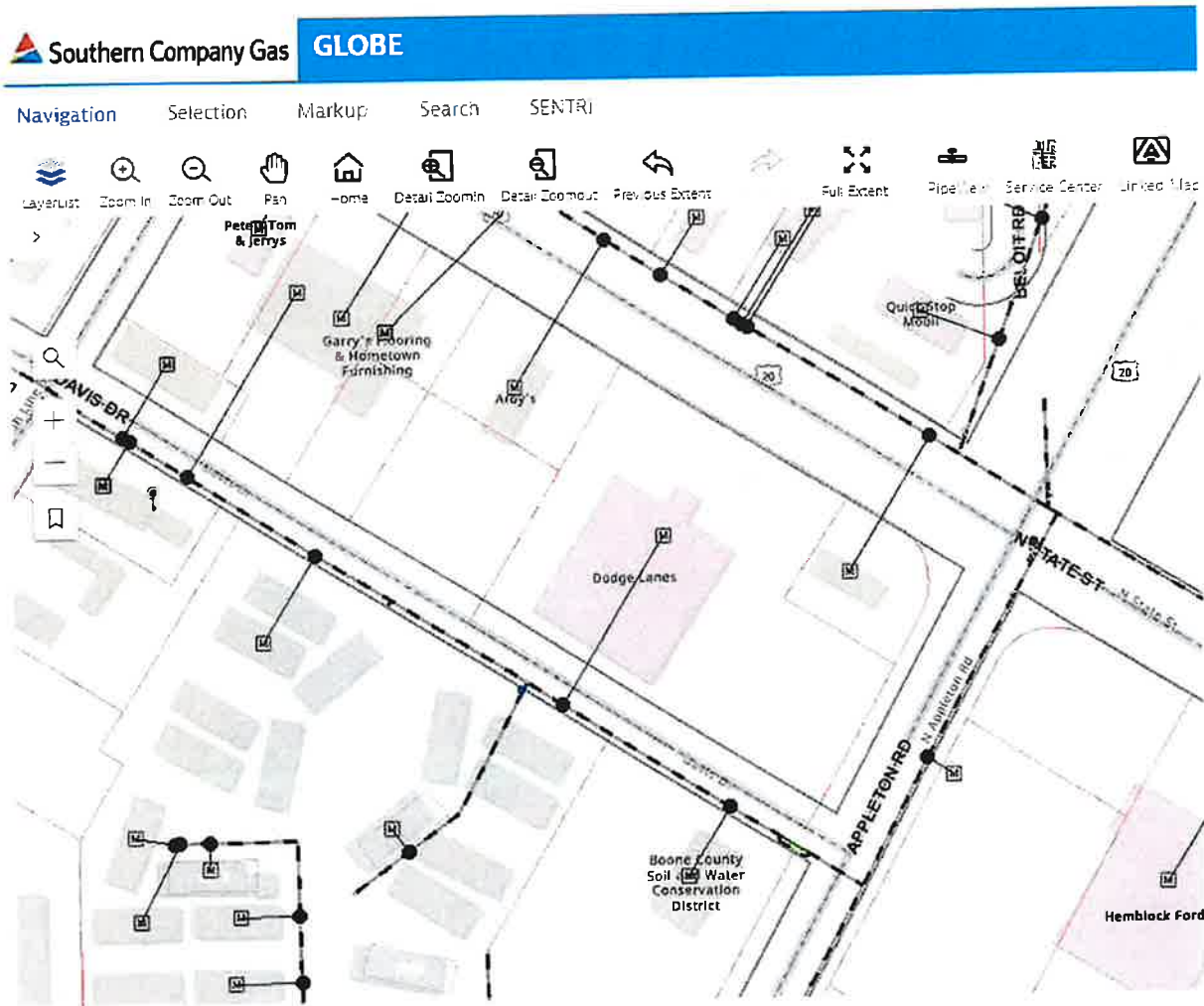
Gina Delrose

From: Luginbill, Rebecca <X2RLUGIN@SOUTHERNCO.COM>
Sent: Monday, December 2, 2024 3:41 PM
To: Gina Delrose
Subject: 2024-22: MH Subdivision Preliminary Plat & Final Plat

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.

Gina –

I have reviewed the Subject Plats and do not have any comment at this time. Please see below clip for approximate location of Nicor main in the vicinity.



Rebecca Luginbill
Land Management
Nicor Gas Company
1844 Ferry Road

FINAL PLAT OF MH SUBDIVISION

BEING A SUBDIVISION IN A PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF BELVIDERE, COUNTY OF BOONE AND STATE OF ILLINOIS.

FOR REVIEW

N STATE STREET
200' WIDE (EXISTING)

U.S. ROUTE 20
200' WIDE (EXISTING)

DAVIS DRIVE
20' WIDE (EXISTING)

NAPLTON ROAD
20' WIDE (EXISTING)

LOT 1
43,329 SQUARE FEET OR
0.995 ACRES, MORE OR LESS

LOT 2
44,624 SQUARE FEET OR
1.024 ACRES, MORE OR LESS

LOT 3
24,800 SQUARE FEET OR
0.567 ACRES, MORE OR LESS

VICINITY MAP
NOT TO SCALE



SUBDIVISION CERTIFICATE

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Illinois, do hereby certify that the foregoing plat of subdivision is a true and correct representation of the actual survey made by me or under my direction and supervision, and that the same conforms to the requirements of the laws of the State of Illinois relating to the subdivision of land.

WITNESSED my hand and the seal of my office this 15th day of August, 2011.

Surveyor



FOR REVIEW

CLIENT: ECLIPSE REAL ESTATE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS	
DATE: 11-07-2011	DRAWN BY: JLS
PROJECT NUMBER: 111-00000000	SHEET: 1 OF 2

SYMBOL LEGEND

Center Line of Centerline	+
Found Spot on Pipe	o
Set Concrete Manhole	⊗
Corner	—

OWNER'S INFORMATION:
 MR BRADLEY, LLC
 MANAGER, JEFF DWYER
 1100 N. STATE STREET
 ROCKFORD, IL 61102

ORDINANCE NO. 713H

**AN ORDINANCE GRANTING A SPECIAL USE
TO ALLOW A PLANNED DEVELOPMENT
WITHIN THE GB, GENERAL BUSINESS DISTRICT
(1940 North State Street)**

WHEREAS, The City of Belvidere has adopted Chapter 150, Zoning Ordinance in accordance with the provisions of Illinois Compiled Statutes to regulate the use of land and to specify the minimum requirements for improvements on land in the City of Belvidere; and

WHEREAS, Special Uses are certain municipal or private uses that due to their physical or operational characteristics may pose a threat to the value, use and enjoyment of adjoining property; are reviewed on a case by case basis; and are permitted only by permission of the Belvidere City Council; and,

WHEREAS, The applicant, MH Bradley, LLC (Jeff Kimbell), 6402 Cornell Avenue, Indianapolis, IN 46220 on behalf of the property owner, Dodge Lanes, Inc. 1940 North State Street, Belvidere, IL 61008 has petitioned the City for a Special Use to permit a planned development at 1940 North State Street; and

WHEREAS, after due notice by publication pursuant to the Illinois State Statutes, the City of Belvidere Planning and Zoning Commission held a public hearing on December 10, 2024 concerning the proposed Special Use; and,

WHEREAS, the City of Belvidere Planning and Zoning Commission having examined the application and having considered the evidence, both oral and documentary and being fully advised about the premises did make findings of fact and a recommendation; and,

WHEREAS, the corporate authorities of the City considered the findings of fact and concur with the recommendation of the Planning and Zoning Commission,

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein by this reference.

Section 2. That a Special Use in the GB, General Business District for a planned development on the property depicted in Attachment A and legally described as:

A part of Section 22, Township 44 North, Range 3 East of the Third Principal Meridian described as follows: Beginning at the point of intersection of the Section Line between Sections 22 and 23 and the center line of a public highway known as U.S. Route 20, which point is also a point on the Northerly extension of the center line of a public highway known as Sunset Avenue; thence Southwesterly along the said extension of the center line of Sunset Avenue a distance of 191.25 feet to a point which is the point of beginning of the property herein described; thence, continuing Southwesterly along the center line of said Sunset Avenue a distance of 202.27 feet; thence Northwesterly at an angle of 87 degrees 02 minutes measured counter clockwise from the last described course (parallel with the Southerly Right of way line of said U.S. Route 20) a distance of 491.44 feet; thence, Northeasterly at an angle of 89 degrees 46 minutes measured counter-clockwise from the last described course a distance of 333.0 feet to a point on the Southerly Right of Way line of said U.S. Route 20; thence, Southeasterly along said Southerly Right of Way line a distance of 289.5 feet to a point; thence, Southwesterly at an angle of 90 degrees measured counter-clockwise from the last described course a distance of 131.0 feet to a point; thence, Southeasterly at an angle of 90.0 degrees measured clockwise from the last described course and parallel with the Southerly Right of Way line of said U.S. Route 20 a distance of 189.83 feet to the center line of Sunset Avenue and the point of beginning.

Excepting therefrom the following described premises to wit:

Commencing at the Southeast corner of said Southeast Quarter of Section 22; thence Northerly on the East line of said Southeast Quarter, said line having bearing of North 1 degree 00 minutes 00 seconds West, a distance of 1021.65 feet to a point in the Center line of a public highway designated F.A Route 517 (Bus. Route 20); said point also being the point of intersection of a public road designated Appleton Road (Sunset Avenue) with FA Route 517 (Bus. Route 20); thence Southwesterly on the Center Line of said Appleton Road (Sunset Avenue), said line having a bearing of South 26 degrees 59 minutes 00 seconds West, a distance of 191.25 feet to a point in the Southerly Corner of the premises acquired by the Illinois Department of Transportation by Warranty Deed recorded April 4, 1984 in Book 1, Page 43 as Document Number 84860 in the Recorder's Office of Boone County, said point also being the Point of Beginning of the hereinafter described parcel of land; thence continuing Southwesterly on the last described course, a distance of 202.27 feet to a point in the Southerly Corner of the premises conveyed (Center line of Davis Drive), said line having a bearing of North 60 degrees 00 minutes 00 seconds West, a distance of 50.07 feet to a point thence Northeasterly on a line having a bearing of North 26 degrees 59 minutes 00 seconds East, a distance of 202.27 feet to a point in the Westerly Corner of the premises

so acquired by the Illinois Department of Transportation; thence Southeasterly on the Southwesterly Line of the premises so acquired, said line having a bearing of South 60 degrees 00 minutes 00 seconds East, a distance of 50.07 feet to the point of beginning; situated in the County of Boone and the State of Illinois. PIN: 05-22-476-008

is hereby approved, subject to the following conditions:

1. The Planned Development shall be developed in substantial conformance with the site plan dated 11/11/24 unless otherwise noted. (Attachment B)
2. A full final site plan shall be submitted to staff (building, public works, fire, planning, etc.) for review and subject to final approval prior to the issuance of building permits.
3. The planned development is granting only the following flexible standards: Sections 150.105(C)(5)(B)(2) In-vehicle Sales and Service for two drive through lanes, 150.105(C)(5)(G)(2)(C) Minimum Paved Surface Setback: decrease from five feet to zero feet along the interior lot line and 150.707(E)(3)(A) increase illumination levels from 0.50 foot-candles to 5.0 foot-candles along the interior lot line

Section 3. That the premises shall be used in accordance with and subject to the applicable provisions of the Zoning Ordinance of the City of Belvidere and shall not be used except as may otherwise be expressly authorized by the applicable law and the special use.

Section 4. That acceptance of any of the benefits of this Special Use shall be deemed acceptance of all the terms and conditions set forth herein.

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

Section 6. 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 7. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the City Council of the City of Belvidere this ____ day of _____, 2025.

APPROVED by the Mayor of the City of Belvidere this ____ day of _____,
2025.

Clinton Morris, Mayor

ATTEST:

Erica Bluege, City Clerk

Ayes: ____ Nays: ____ Absent: ____

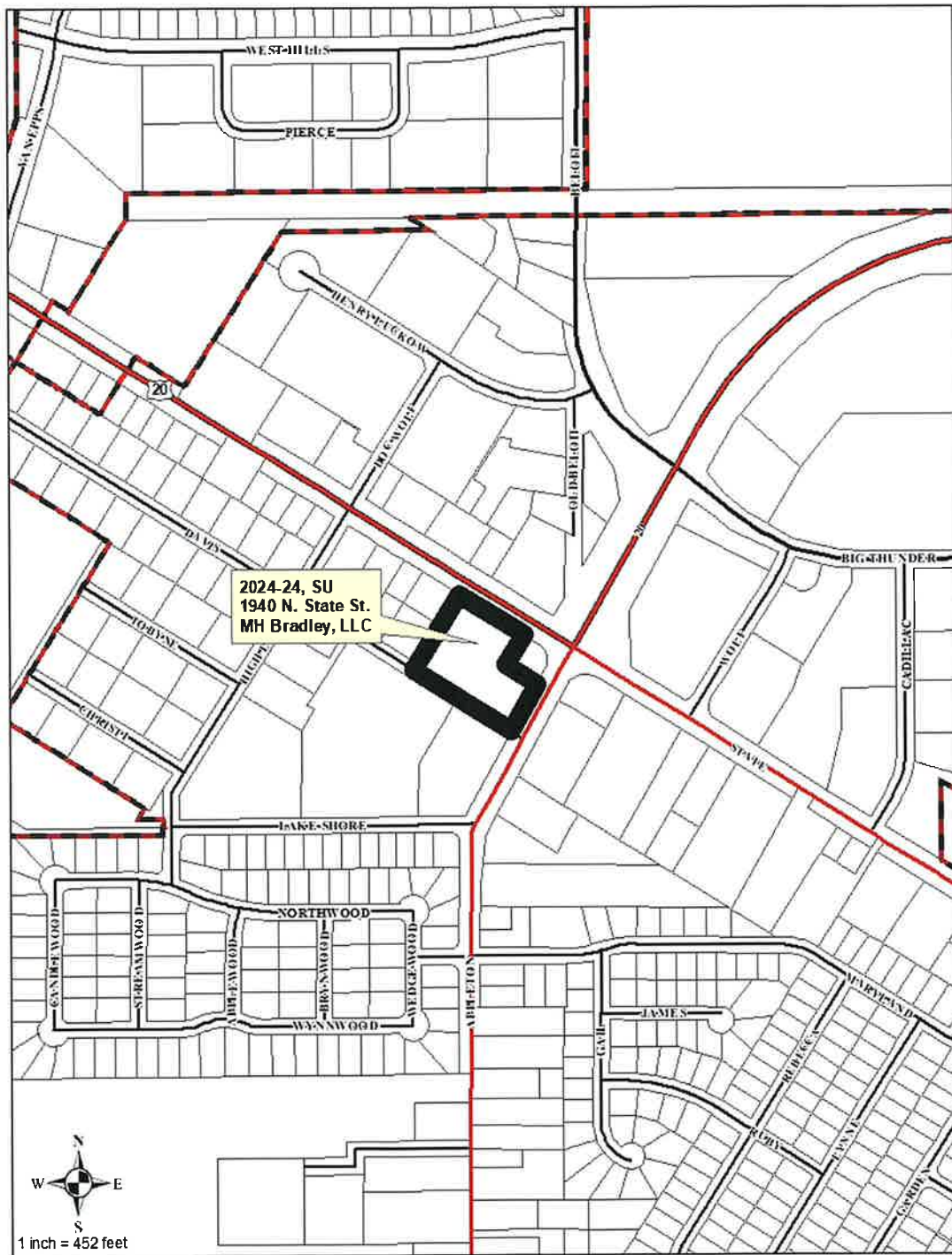
City Council Members Voting Aye: ____

City Council Members Voting Nay: ____

Date Published:

Sponsor: _____

ATTACHMENT A



MEMO

DATE: December 11, 2024
TO: Mayor and Members of the City Council
FROM: City of Belvidere Planning and Zoning Commission
SUBJECT: Recommendation for Case: 2024-24, MH Bradley, LLC, 1940 N. State Street

REQUEST AND LOCATION:

The applicant, MH Bradley, LLC (Jeff Kimbell), 6402 Cornell Avenue, Indianapolis, Indiana 46220 on behalf of the property owner, Dodge Lanes, Inc., 1940 N. State Street, Belvidere, IL 61008 is requesting a special use to permit a planned developed in the GB, General Business District at 1940 North State Street, Belvidere, IL 61008. The planned development will allow for the following departures: Sections 150.105(C)(5)(B)(2) In-vehicle Sales and Service for two drive through lanes, 150.105(C)(5)(G)(2)(C) Minimum Paved Surface Setback: decrease from five feet to zero feet along the interior lot line, Section 150.707(E)(3)(A) increase illumination levels from 0.50 foot-candles to 5.0 foot-candles along the interior lot line and 150.904 Special Use Review and Approval Procedures. The planned development is being requested in order to construct two restaurants with drive-through windows as well as a shared parking and vehicle circulation area. The property is approximately three acres in size, irregular in shape and developed with a bowling alley and large parking area. PIN: 05-22-476-008.

RECOMMENDATION:

The planning and zoning commission recommended the **approval** of case number **2024-24** for a special use to permit a planned development at 1940 N. State Street subject to the following conditions:

1. The Planned Development shall be developed in substantial conformance with the site plan dated 11/11/24 unless otherwise noted.
2. A full final site plan shall be submitted to staff (building, public works, fire, planning, etc.) for review and subject to final approval prior to the issuance of building permits.
3. The planned development is granting only the following flexible standards: Sections 150.105(C)(5)(B)(2) In-vehicle Sales and Service for two drive through lanes, 150.105(C)(5)(G)(2)(C) Minimum Paved Surface Setback: decrease from five feet to zero feet along the interior lot line and 150.707(E)(3)(A) increase illumination levels from 0.50 foot-candles to 5.0 foot-candles along the interior lot line

Motion to approve case 2024-24; MH Bradley, LLC, 1940 N. State Street subject to the conditions as presented carried with a (7-0) roll call vote.

Paul Engelman, Chairman
Belvidere Planning and Zoning Commission

MEMO

DATE: December 11, 2024
TO: Mayor and Members of the City Council
FROM: City of Belvidere Planning and Zoning Commission
SUBJECT: Findings of Fact for Case: 2024-24, MH Bradley, LLC, 1940 N. State St.

REQUEST AND LOCATION:

The applicant, MH Bradley, LLC (Jeff Kimbell), 6402 Cornell Avenue, Indianapolis, Indiana 46220 on behalf of the property owner, Dodge Lanes, Inc., 1940 N. State Street, Belvidere, IL 61008 is requesting a special use to permit a planned developed in the GB, General Business District at 1940 North State Street, Belvidere, IL 61008. The planned development will allow for the following departures: Sections 150.105(C)(5)(B)(2) In-vehicle Sales and Service for two drive through lanes, 150.105(C)(5)(G)(2)(C) Minimum Paved Surface Setback: decrease from five feet to zero feet along the interior lot line, Section 150.707(E)(3)(A) increase illumination levels from 0.50 foot-candles to 5.0 foot-candles along the interior lot line and 150.904 Special Use Review and Approval Procedures. The planned development is being requested in order to construct two restaurants with drive-through windows as well as a shared parking and vehicle circulation area. The property is approximately three acres in size, irregular in shape and developed with a bowling alley and large parking area. PIN: 05-22-476-008.

FINDINGS OF FACT:

Per Section 150.904 (G) of the City of Belvidere Zoning Ordinance, the criteria for granting a Special Use (Planned Development) Permit are as follows:

- A. Findings: The establishment, maintenance, or operation of the Planned Development will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.**

The property has operated as a bowling alley since the 1960s. It was constructed while the adjacent multi-family and commercial properties were also developing. The requested planned development will allow for the redevelopment of the property. Although the two lots subject to the special use request are seeking deviations from the zoning ordinance, the scale of the buildings will be smaller than what is currently there, the setbacks from the adjacent residential properties are greater and the amount of impervious surface is decreasing which will improve stormwater run-off to adjacent properties.

- B. Findings: The requested Planned Development, both its general use independent of its location and in its specific location, will be in harmony with the purposes, goals, objectives, policies, and standards of the City of**

Belvidere Comprehensive Plan, this Chapter, and any other plan, program, or ordinance adopted, or under consideration pursuant to Notice of Public Hearing by the City.

The subject property is designated as “Commercial” by the City of Belvidere Comprehensive Plan, adopted May 7, 2024. Commercial land uses include service businesses, restaurants, entertainment, office buildings, healthcare facilities, and other similar uses. Smaller scale commercial uses provide the community with a variety of everyday goods and services at convenient locations, typically along the City’s major roads such as Logan Avenue and State Street. Currently, larger-format commercial land uses are located along major roadways such as US Route 20.

Commercial areas should follow appropriate scales and intensities dependent on adjacent parcels and surrounding community character. Commercial uses will continue to be present along major roadways and the Downtown providing a range of services and needs for consumers

- C. Findings: The Planned Development will not in its proposed location and as depicted on the required site plan result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to Notice of Public Hearing by the City or governmental agency having jurisdiction to guide development.**

Drive-through lanes are common along North State Street. The configuration of the buildings and parking area have reduced the possibility of traffic backing up on to North State Street due to vehicles queuing in the drive-through lane. The reduced pavement setback and increased illumination levels will allow for shared vehicle circulation areas. This will reduce the amount of curb cuts needed which allows for safer use of the sidewalks by pedestrians. Since the deviations are only for the interior lot line, there are no anticipated negative impacts to neighboring properties.

- D. Findings: The establishment of the Planned Development will not impede the normal and orderly development and improvement of surrounding property, and maintains the desired consistency of land uses, land uses intensities, and land use impacts as related to the environs of the subject property.**

The majority of the surrounding property is already developed with a mix of commercial and residential land uses. As the properties continue age, several have upgraded their building facades and parking areas or have been redeveloped into new land uses. The redevelopment of the subject property is in-line with the trend of

development along North State Street which caters to vehicle orientated businesses and recently, the students attending Rock Valley College's Advanced Technology Center.

- E. **Findings:** The proposed Planned Development is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvement facilities, utilities or services provided by public agencies servicing the subject property.

The property is part of the proposed MH Subdivision and will be served with municipal utilities and adequate public infrastructure.

- F. **Findings:** The potential public benefits of the proposed Planned Development outweighs the potential adverse impacts of the proposed Planned Development after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Staff does not anticipate the proposed deviations creating any negative impacts on nearby properties. North State Street is developed with an abundance of vehicle-orientated businesses and the reduced pavement setback and increased illumination levels are for the interior lot line only, not the perimeter lot lines. In addition to the requirements of this Special Use, compliance with the City of Belvidere's Zoning Ordinance is required.

The motion to adopt the Findings of Fact as presented by staff for case 2024-24 for a planned development at 1940 N. State Street carried with a (7-0) roll call vote.

Paul Engelman, Chairman
Belvidere Planning and Zoning Commission

CITY OF BELVIDERE

Community Development



BUILDING DEPARTMENT

PLANNING DEPARTMENT

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

December 3, 2024

ADVISORY REPORT

CASE NO: 2024-24 APPLICANT: MH Bradley, LLC, 1940 North State Street (SU)

REQUEST AND LOCATION:

The applicant, MH Bradley, LLC (Jeff Kimbell), 6402 Cornell Avenue, Indianapolis, Indiana 46220 on behalf of the property owner, Dodge Lanes, Inc., 1940 N. State Street, Belvidere, IL 61008 is requesting a special use to permit a planned developed in the GB, General Business District at 1940 North State Street, Belvidere, IL 61008. The planned development will allow for the following departures: Sections 150.105(C)(5)(B)(2) In-vehicle Sales and Service for two drive through lanes, 150.105(C)(5)(G)(2)(C) Minimum Paved Surface Setback: decrease from five feet to zero feet along the interior lot line, Section 150.707(E)(3)(A) increase illumination levels from 0.50 foot-candles to 5.0 foot-candles along the interior lot line and 150.904 Special Use Review and Approval Procedures. The planned development is being requested in order to construct two restaurants with drive-through windows as well as a shared parking and vehicle circulation area. The property is approximately three acres in size, irregular in shape and developed with a bowling alley and large parking area. PIN: 05-22-476-008.

EXISTING LAND USE ON SUBJECT PROPERTY AND ADJACENT PROPERTY:

Subject property: Dodge Lanes bowling alley

Adjacent property:

North: Mobil gas station, Hibachi Days and multi-tenant commercial building

South: U.S. Department of Agriculture (NRCS and BCSWCD) and the Courtyards Apartments

West: Arby's restaurant

East: Panama Enterprises, Inc. and Hamblock Ford

CURRENT ZONING ON SUBJECT PROPERTY AND ADJACENT PROPERTY:

Subject property: GB, General Business District

Adjacent property:

North, West and East: GB, General Business District

South: MR-8L, Multi-Family Residential-8 Large and NO, Neighborhood Office

COMPREHENSIVE PLAN ON SUBJECT PROPERTY AND ADJACENT PROPERTY:

Subject property: Commercial

Adjacent property:

North, West and East: Commercial

South: Medium Density Residential and Public/Semi-Public

BACKGROUND:

The applicant is requesting preliminary plat, final plat and special use approvals for the subject property. The intent is to subdivide the property into three lots and develop the two lots with road frontage along North State Street with drive-through food establishments. The three lots being proposed meet all the bulk requirements of the zoning ordinance. However, the proposed development of the property requires three deviations from the zoning ordinance. The deviations include two drive-through lanes, zero-foot pavement setbacks along the interior lot line and increased lighting levels along the interior lot line.

North State Street is developed with an abundance of vehicle orientated businesses. Within approximately 1,000 feet of the subject property there are three gas stations, three automobile sales lots, four food establishments with drive-through lanes, two automobile parts stores, one car wash and one taxi company. The addition of two more food establishments with drive-through lanes will not be out of character for the area.

The decreased pavement setbacks and increased illumination levels are for the interior lot line only. Since the perimeter lot lines must still comply with zoning regulations, the requested deviations are not anticipated to impact adjacent properties. The need for such deviations is due to the two lots sharing an ingress/egress point on Davis Drive as well as shared vehicle circulation areas. A benefit of sharing the access and circulation areas is that the amount of needed curb cuts are reduced. Reduced curb cuts allow for increased pedestrian safety along side walks

TREND OF DEVELOPMENT:

The subject property is located northwest of North State Street and Appleton Road/Bypass 20. Established businesses at the intersection are primarily automobile related. Many of the nearby businesses have undergone façade renovations in recent years.

FLEXIBLE DEVELOPMENT STANDARDS:

According to Section 150.907 (B) (1) A. of the City of Belvidere Zoning Ordinance, new and alternative standards may be approved for a development by the city. The applicant is requesting the following standards specific to this project.

Zoning Ordinance:

- **Article I, Section 150.105(C)(5) General Business District (B)(2) In-vehicle Sales and Service**

The applicant is requesting that both food establishments (Lots 1 and 2) have drive-through lanes. Adequate queuing lengths are being provided and the lanes are situated in a manner that will not impede vehicle circulation on the property.

- **Article I, Section 150.105(C)(5) General Business District (G)(2)(C) Minimum Paved Surface Setback: 5 feet from side or rear**

The applicant is requesting that Lots 1 and 2 share an ingress/egress point off of Davis Drive. This creates the need for cross access drive aisles over the interior property line, reducing the pavement setback from five feet to zero feet.

- **Article I, Section 150.707 Exterior Lighting Standards (E)(3)(A)**

In no instance shall the amount of illumination attributable to exterior lighting, as measured at the property line, exceed 0.50 footcandles above ambient lighting conditions on a cloudless night.

Since Lots 1 and 2 will be designed to share vehicle circulation areas, lighting levels will be consistent throughout the parking area and not dim along the interior lot line. The applicant is requesting to allow illumination levels up to 5.0 footcandles along the interior lot line.

FINDINGS OF FACT:

Per Section 150.904 (G) of the City of Belvidere Zoning Ordinance, the criteria for granting a Special Use (Planned Development) Permit are as follows:

- A. Findings: The establishment, maintenance, or operation of the Planned Development will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.**

The property has operated as a bowling alley since the 1960s. It was constructed while the adjacent multi-family and commercial properties were also developing. The requested planned development will allow for the redevelopment of the property. Although the two lots subject to the special use request are seeking deviations from the zoning ordinance, the scale of the buildings will be smaller than what is currently there, the setbacks from the adjacent residential properties are greater and the amount of impervious surface is decreasing which will improve stormwater run-off to adjacent properties.

- B. Findings: The requested Planned Development, both its general use independent of its location and in its specific location, will be in harmony with the purposes, goals, objectives, policies, and standards of the City of Belvidere Comprehensive Plan, this Chapter, and any other plan, program, or ordinance adopted, or under consideration pursuant to Notice of Public Hearing by the City.**

The subject property is designated as "Commercial" by the City of Belvidere Comprehensive Plan, adopted May 7, 2024. Commercial land uses include service businesses, restaurants, entertainment, office buildings, healthcare facilities, and other similar uses. Smaller scale commercial uses provide the community with a variety of everyday goods and services at convenient locations, typically along the City's major roads such as Logan Avenue and State Street. Currently, larger-format commercial land uses are located along major roadways such as US Route 20.

Commercial areas should follow appropriate scales and intensities dependent on adjacent parcels and surrounding community character. Commercial uses will continue to be present along major roadways and the Downtown providing a range of services and needs for consumers

- C. Findings: The Planned Development will not in its proposed location and as depicted on the required site plan result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as**

they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to Notice of Public Hearing by the City or governmental agency having jurisdiction to guide development.

Drive-through lanes are common along North State Street. The configuration of the buildings and parking area have reduced the possibility of traffic backing up on to North State Street due to vehicles queuing in the drive-through lane. The reduced pavement setback and increased illumination levels will allow for shared vehicle circulation areas. This will reduce the amount of curb cuts needed which allows for safer use of the sidewalks by pedestrians. Since the deviations are only for the interior lot line, there are no anticipated negative impacts to neighboring properties.

- D. **Findings: The establishment of the Planned Development will not impede the normal and orderly development and improvement of surrounding property, and maintains the desired consistency of land uses, land uses intensities, and land use impacts as related to the environs of the subject property.**

The majority of the surrounding properties are already developed with a mix of commercial and residential land uses. As the properties continue to age, several have upgraded their building facades and parking areas or have been redeveloped into new land uses. The redevelopment of the subject property is in-line with the trend of development along North State Street which caters to vehicle orientated businesses and recently, the students attending Rock Valley College's Advanced Technology Center.

- E. **Findings: The proposed Planned Development is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvement facilities, utilities or services provided by public agencies servicing the subject property.**

The property is part of the proposed MH Subdivision and will be served with municipal utilities and adequate public infrastructure.

- F. **Findings: The potential public benefits of the proposed Planned Development outweighs the potential adverse impacts of the proposed Planned Development after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.**

Staff does not anticipate the proposed deviations creating any negative impacts on nearby properties. North State Street is developed with an abundance of vehicle-orientated businesses and the reduced pavement setback and increased illumination levels are for the interior lot line only, not the perimeter lot lines. In addition to the requirements of this Special Use, compliance with the City of Belvidere's Zoning Ordinance is required.

SUMMARY OF FINDINGS:

The property has operated as a bowling alley since the 1960s. It was constructed while the adjacent multi-family and commercial properties were also developing. The requested planned development will allow for the redevelopment of the property. Although the two lots subject to the special use request are seeking deviations from the zoning ordinance, the scale of the buildings will be smaller than what is currently there, the setbacks from the adjacent residential

2024-24, MH Bradley, LLC, 1940 North State Street (SU)

properties are greater and the amount of impervious surface is decreasing which will improve stormwater run-off to adjacent properties.

Drive-through lanes are common along North State Street. The configuration of the buildings and parking area have reduced the possibility of traffic backing up on to North State Street due to vehicles queuing in the drive-through lane. The reduced pavement setback and increased illumination levels will allow for shared vehicle circulation areas. This will reduce the amount of curb cuts needed which allows for safer use of the sidewalks by pedestrians. Since the deviations are only for the interior lot line, there are no anticipated negative impacts to neighboring properties.

The majority of the surrounding properties are already developed with a mix of commercial and residential land uses. As the properties continue to age, several have upgraded their building facades and parking areas or have been redeveloped into new land uses. The redevelopment of the subject property is in-line with the trend of development along North State Street which caters to vehicle orientated businesses and recently, the students attending Rock Valley College's Advanced Technology Center.

RECOMMENDATION:

Planning staff recommends the **approval** of case number **2024-24** subject to the following conditions:

1. The Planned Development shall be developed in substantial conformance with the site plan dated 11/11/24 unless otherwise noted.
2. A full final site plan shall be submitted to staff (building, public works, fire, planning, etc.) for review and subject to final approval prior to the issuance of building permits.
3. The planned development is granting only the following flexible standards: Sections 150.105(C)(5)(B)(2) In-vehicle Sales and Service for two drive through lanes, 150.105(C)(5)(G)(2)(C) Minimum Paved Surface Setback: decrease from five feet to zero feet along the interior lot line and 150.707(E)(3)(A) increase illumination levels from 0.50 foot-candles to 5.0 foot-candles along the interior lot line

Submitted by:



Gina DelRose,
Community Development Planner

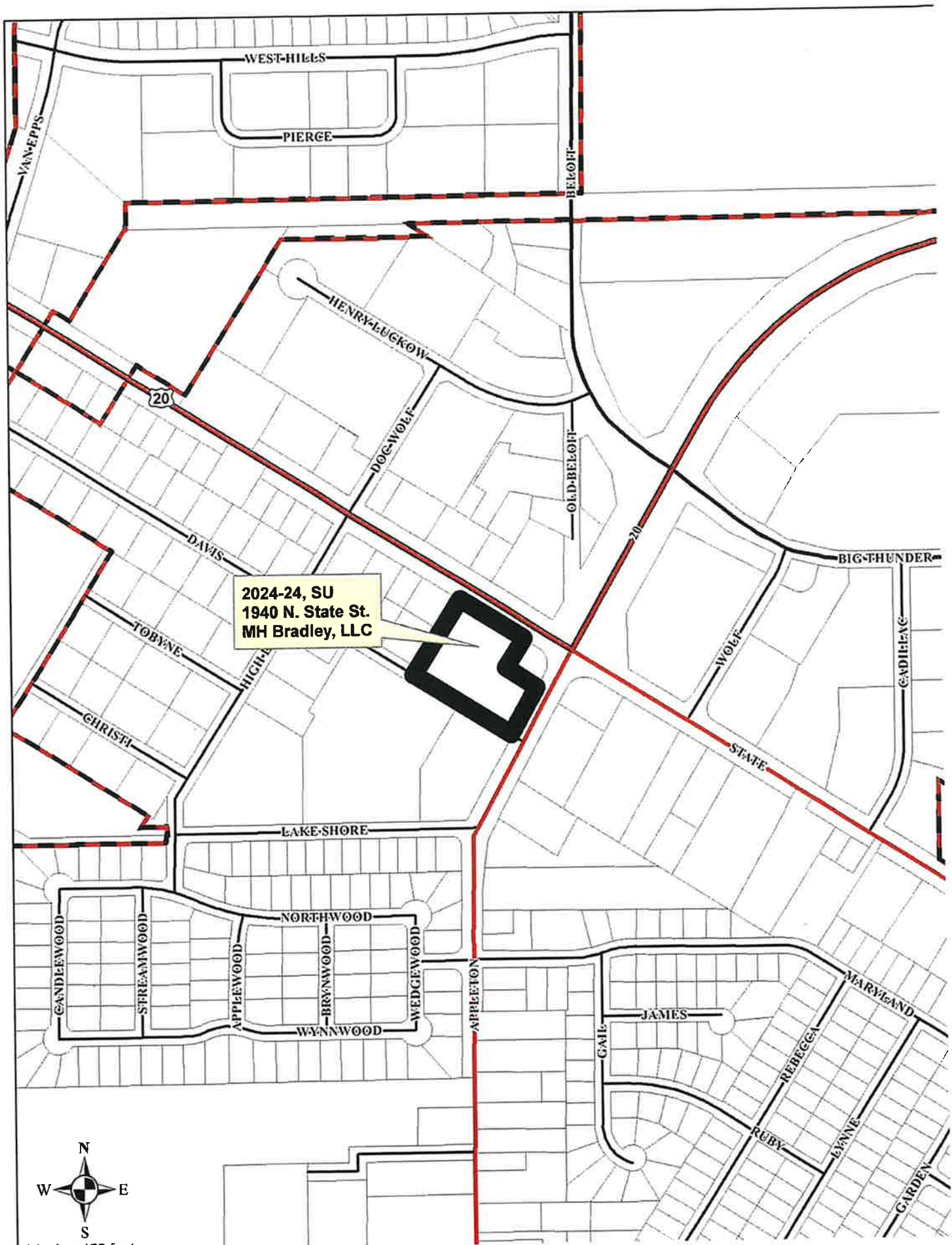
PLANNING AND ZONING COMMISSION/CITY COUNCIL ACTION

The Planning and Zoning Commission shall make and forward findings of fact as to the compliance of the proposed planned development with the standards and make a recommendation to the City Council. The City Council shall review the findings and recommendation and may accept or reject the findings and recommendation of the Planning and Zoning Commission in whole or in part; or the City Council may refer the matter back to the Planning and Zoning Commission for further consideration. Any approval shall be considered the approval of a unique request and not be construed as precedent for any other proposed planned development.

2024-24, MH Bradley, LLC, 1940 North State Street (SU)

ATTACHMENTS:

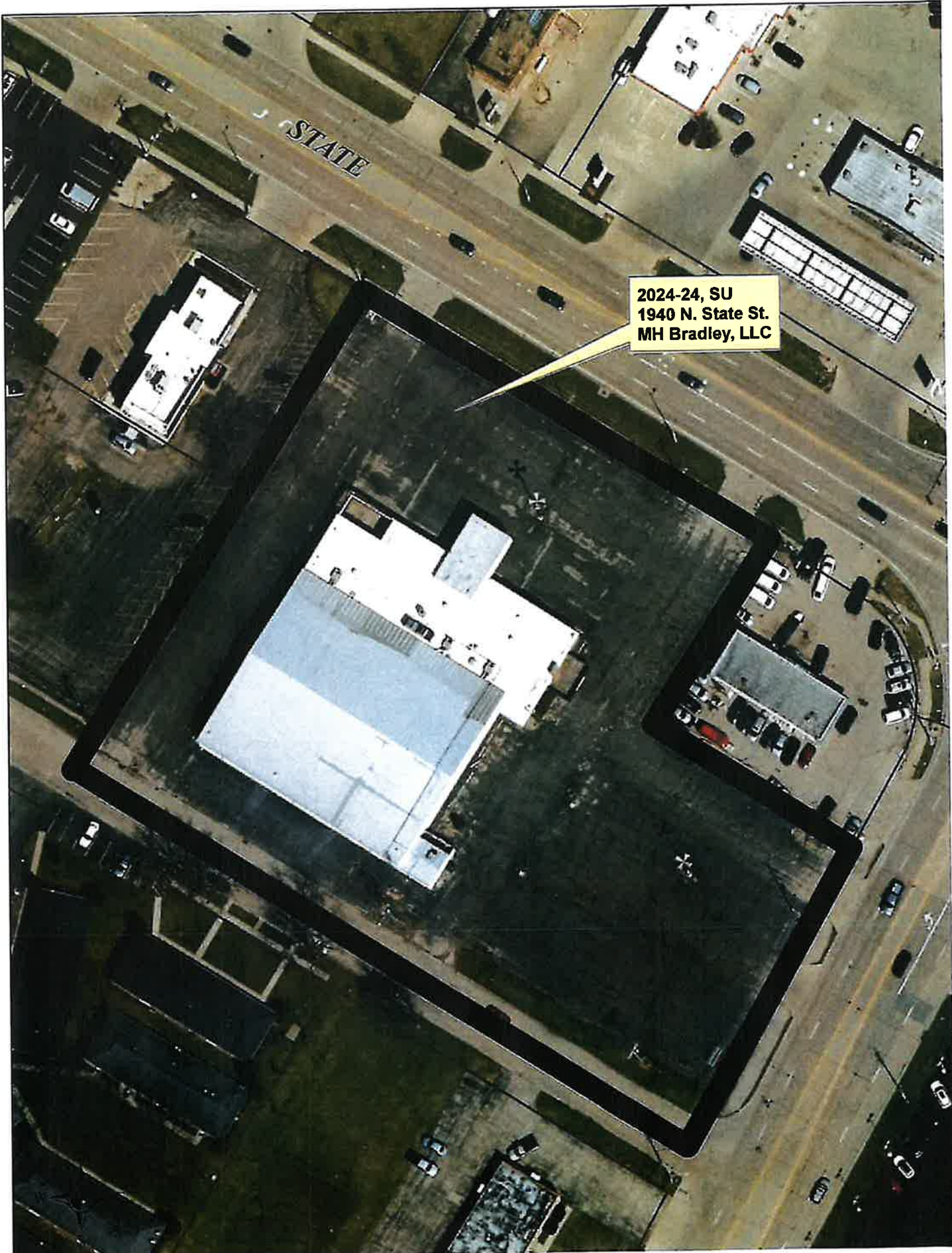
1. Location Map by Planning Staff.
2. Aerial Photo by Planning Staff.
3. Requested Deviations with Narrative Submitted by the Applicant.
4. Site Plan Submitted by the Applicant.
5. Building Elevations Submitted by the Applicant.
6. Letter from the Boone County Health Department, Alisen O'Hearn, November 20, 2024.
7. NRI Report 1781 submitted by the Boone County Soil and Water Conservation District, Heather Van Tilburg, November 22, 2024.



2024-24, SU
1940 N. State St.
MH Bradley, LLC



1 inch = 452 feet



**2024-24, SU
1940 N. State St.
MH Bradley, LLC**

City of Belvidere

Application for Special Use

Applicant: MH Bradley, LLC

Location: 1940 N. State Street, Belvidere, IL

General description of project:

Applicant is proposing to acquire the property that currently operates Dodge Bowling Lanes in order to subdivide it into 3 separate parcels for redevelopment. A Chipotle and Starbucks are proposed for 2 of the parcels. The remaining parcel will be vacant until a future use is identified.

As part of this application, we are requesting the following deviations:

1. A drive through pick up window for the Chipotle.
2. A full drive through lane for the Starbucks.
3. Reduction from 5' to 0' for the paved surface setback just for the shared drive lanes between the Chipotle and Starbucks.
4. Increase from 0.50 to 5.0 footcandles above ambient light along the shared property line between the Chipotle and Starbucks.



1 NORTH EAST ELEVATION
1/4" = 1'-0"



2 NORTH WEST ELEVATION
1/4" = 1'-0"



ARCUS ARCHITECTURE + PLANNING
 1940 N STATE ST
 BELVIDERE, IL
 61810
 TEL: 815.231.1111
 WWW.ARCUSARCHITECTURE.COM

Project Title
**FUTURE
 COFFEE SHOP**
 1940 N STATE ST
 BELVIDERE, IL

CONTRACTS

JOB NO. 10-203
 Date: 10/28/2014
 Created By: MS
 Drawn By: GA
 REVISIONS A BELVIDERE

No.	Date	Description

Stamp

Sheet Title
**EX. FINISHES
 ELEVATIONS**

Sheet No.
A203





Public Health
Prevent Promote Protect

Boone County Health Department

1204 Logan Avenue, Belvidere, Illinois 61008
Main Office 815.544.2951 Clinic 815.544.9730 Fax 815.544.2050
www.boonehealth.org

The mission of the Boone County Health Department is to serve our community by preventing the spread of disease, promoting equitable wellness & protecting the public's health.

November 20, 2024

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

Email: GDelRose@BelvidereIL.gov

Re: Case: 2024-10; MH Bradley, LLC, 1940 North State Street

Dear City of Belvidere,

We are in receipt of a special use to permit a planned developed in the GB, General Business District at 1940 North State Street, Belvidere, IL 61008. The planned development will allow for the following departures: Sections 150.105(C)(5)(B)(2) In-vehicle sales and service for two drive through lanes, 150.105(C)(5)(G)(2)(C) Minimum Paved Surface Setback: decrease from five feet to zero feet along the internal lot line, Section 150.707(E)(3)(A) increase illumination levels from 0.50 foot-candles to 5.0 foot-candles along the interior lot line and 150.904 Special Use Review and Approval Procedures. The planned development is being requested in order to construct two restaurants with drive-through windows as well as a shared parking and vehicle circulation area. PIN: 05-22-476-008.

If prepared or temperature-controlled foods are served, prior to operation of the establishment a to-scale plan and a food application must be submitted to the Boone County Health Department for review. The plan review fee would be determined when menu information is submitted. Below is the county code explaining this further.

Sec. 30-35. Submission and review of plans; permits.

- a) *Generally*, whenever a food service establishment or retail food store is constructed or extensively remodeled and whenever an existing structure is converted to use as a food service establishment, properly prepared plans and specifications for such construction, remodeling, or conversion shall be submitted to the regulatory authority for review and approval before construction, remodeling, or conversion is begun. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans, construction materials of work areas, and the type and model of proposed fixed equipment and facilities.
- b) *Permit required*. Any business or organization desiring to operate as a food service establishment or retail food establishment must have a current food service permit
- c) *Plans, inspection and approval*. Before issuing a food service permit to a new establishment, plans must be submitted to and approved by the health authority. Plans submitted for review must be accompanied by the appropriate plan review fee as listed in section 38-31.

Re: Case: 2024-10; MH Bradley, LLC, 1940 North State Street

Date: November 20, 2024

Page: 2 of 4

- g) *Food establishment classifications.* All food service establishments or retail food establishments shall be categorized according to their type of operation, size of operation, and risk category of the food prepared and/or served and shall obtain a permit for the class of operation as hereinafter defined. The listing of various types of operation is not intended to be all inclusive, but typical and not limited to those mentioned. If a food establishment is not specifically listed, it shall be classified according to the class to which it most closely resembles.

If you have any questions or concerns, please contact us at (815) 544-2951 ext. 2 or at info@boonehealth.org.

Sincerely,



Alisen O'Hearn, LEHP, REHS/RS
Environmental Center Supervisor
Boone County Health Department



**Boone County
Soil & Water
Conservation District**

211. N. Appleton Road
Belvidere, IL 61008
815-544-3465 x3

22 November 2024

SWCD NRI #: 1781

Belvidere Planning Department
401 Whitney Blvd., Suite 300
Belvidere, IL 61008

Dear Sir/Madam,

A request for a Natural Resource Information Report was submitted. We will supply a written reply to your office as indicated below:

- Our review does not apply in this instance.
- Other (see attached)

Location of Site: 1940 N State St, Belvidere, IL 61008
PIN(S): 05-22-476-008

Contact	Petitioner	Owner
Jeff Kimbell	MH Bradley, LLC 6402 Cornell Ave Indianapolis, IN 46220	Dodge Lanes Inc. 1940 State St Belvidere, IL 61008
(317) 997-4530 jkimbell@eclipse.com		

Request: Special Use for Drive Through Lanes and Subdivision Request

Notes, if any: By considering the current zoning, current land use, Geographical Information Systems maps, and requested subdivision/special use permit, the Boone County Soil and Water Conservation District has determined that the proposed use will have no significant impact on the natural resources on the property or surrounding area. Please contact the Boone County Soil & Water Conservation District for any questions regarding the Natural Resource Inventory Report.

Sincerely,

Heather VanTilburg, BCSWCD Resource Conservationist

RESOLUTION #2024-13

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AND THE CLERK TO ATTEST AN AGREEMENT BETWEEN
THE CITY OF BELVIDERE AND BAXTER & WOODMAN/
BOLLER CONSTRUCTION, LLC FOR THE EMERGENT
REPLACEMENT OF THE BOILER/HEAT EXCHANGERS
FOR THE WASTE WATER TREATMENT PLANT

WHEREAS, the City of Belvidere owns and operates a Waste Water Treatment Plant (the WWTP) which utilizes Boilers/Heat Exchangers (the Equipment) as a part of the sewage treatment process; and

WHEREAS, the Equipment is in a state of disrepair, has been temporarily made operable but may become inoperable at any time; and

WHEREAS, the City cannot properly treat sewage if the Equipment is inoperable placing residents' property and the environment at risk; and

WHEREAS, the City's consulting engineers, Baxter & Woodman, Inc., has recommended emergency replacement of the Equipment to avoid potential failure at the WWTP; and

WHEREAS, the existing WWTP design and layout dictate the use of a specific form and type of Boiler/Heat Exchangers which are only available from Evoqua Water Technologies necessitating acquisition only from Evoqua Water technologies; and

WHEREAS, the consulting engineers have verified that the replacement Equipment is only available from Evoqua Water Technologies; and

WHEREAS, the Corporate Authorities of the City of Belvidere hereby find that the current state of the Equipment is an emergency and it is essential to replace the Equipment on an emergent basis within the meaning of Section 2-700(b) of the City's Code as well as Section 5/8-10-5 of the Illinois Municipal Code without regard to any monetary limits in said section 5/8-10-5, the City utilizing home rule authority to avoid any such monetary limit; and

WHEREAS, the Corporate Authorities also waive application of Section 2-700 of the City Code pursuant to Section 2-700(a); and

WHEREAS, the Corporate Authorities also find that the emergent nature of the Equipment replacement qualifies as an exception to the formal procurement process under 2 C.F.R. 200.320(c)(3); and

WHEREAS, the Corporate Authorities find that the lack of alternative available vendors for the replacement Boiler/Heat Exchangers dictate the need for a single source procurement within the meaning of 2 C.F.R. 200.320(c)(2); and

WHEREAS, the City received certain grant funding pursuant to the State and Local Fiscal Recovery Funds program and previously allocated and approved \$1,021,356.69 of those funds to be used for the replacement of the Equipment.

IT IS THEREFORE RESOLVED by the Mayor and City Council for the City of Belvidere as follows:

1. The foregoing recitals are incorporated herein by this reference.
2. The Standard Form Agreement Between Owner and Design-Builder- Lump Sum (the Agreement) attached hereto between the City of Belvidere and Baxter & Woodman/Boller Construction, LLC is hereby approved.
3. The Mayor is authorized to execute and the Clerk to attest the Agreement.

Adopted by the City Council of the City of Belvidere, Illinois, this _____ day of December, 2024.

Approved: _____
Clinton Morris, Mayor

Attest: _____
Erica Bluege, City Clerk

(SEAL)

Ayes:
Nays:
Absent:

Date Approved:



December 4, 2024

Mr. Brent Anderson
Public Works Director
City of Belvidere
401 Whitney Boulevard, Suite 200
Belvidere, Illinois 61008

Subject: Boiler/Heat Exchanger Replacement Project – Design-Build Proposal

Mr. Anderson:

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 375 MBtuh Sludge Heaters No. 1 and 2 and associated equipment in the Digester Control Building and replacing them with 500 MBtuh units, installing new gas detection system in the Equipment Room and Electrical Room, installing two new doors on the south side of the building to be used for removal and replacement of this equipment, temporary removal and replacement of the fencing south of this wall for construction access, and other modifications required to reconnect the sludge piping, natural gas, digester gas, electrical power, and controls wiring.

The City of Belvidere received funds through the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program and intends to use the remaining funds for the construction of the Boiler/Heat Exchanger Replacement project. These funds must be obligated – through a signed agreement – by the end of 2024. Baxter & Woodman, Inc. and Boller Construction Company have prepared the attached Design-Build Proposal for the Project. Pending City Council approval, the City can have the remaining SLFRF program funds obligated by the end of the program performance period, which is December 31, 2024.

Attached are the Agreement, progress plans, and price breakdown. If you have any questions or need any additional information, please contact me by phone (815-444-3301) or email (amunoz-crotteau@baxterwoodman.com).

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in black ink that reads 'Anne Muñoz-Crotteau'.

Anne Muñoz-Crotteau, P.E.
Project Manager



Standard Form of Agreement Between Owner and Design-Builder - Lump Sum

This **AGREEMENT** is made as of the _____ day of _____ in the year of 20___, by and between the following parties, for services in connection with the Project identified below.

OWNER:
CITY OF BELVIDERE
401 Whitney Boulevard
Belvidere, IL 61008

DESIGN-BUILDER:
BAXTER & WOODMAN / BOLLER CONSTRUCTION, LLC
8678 Ridgefield Road
Crystal Lake, IL 60012

PROJECT:
CITY OF BELVIDERE ILLINOIS BOILER/HEAT EXCHANGER REPLACEMENT

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools, and labor necessary to complete the Work described in and from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract") as modified;

2.1.2 The Basis of Design Documents, including the Owner's Project Criteria, Design-Builder's Proposal, and the Deviation List, if any, contained in the Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;

2.1.3 This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder (such as scope of work and preliminary design drawings);

2.1.4 The General Conditions of Contract;

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2 shall be resolved by giving precedence first to the Deviation List, if any, then the Owner's Project Criteria, and then the Design-Builder's Proposal.

3.3 Terms, words, and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License Upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligations to provide the indemnity set forth in Section 4.5 below.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within ten (10) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than 425 days after the notice to proceed ("Scheduled Substantial Completion Date").

5.2.2 Final Completion of the Work or identified portions of the Work shall be achieved within 515 days after the notice to proceed. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.3 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall only be entitled to an increase in the Contract Price if said events exceed 30 cumulative days. Said additional compensation shall be limited to: the direct costs and expenses Design-Builder can demonstrate it has reasonably and actually incurred as a result of such event.

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the lump sum of one million three hundred twenty thousand and five hundred dollars (\$1,320,500)("Contract Price") subject to adjustments made in accordance with the General Conditions of Contract. Included in this sum is a fifty thousand dollar (\$50,000) Owner Contingency. Refer to Attachment 1 for base pricing, additional scope items, and Contingency. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer, and other taxes mandated by applicable Legal Requirements.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a fee of eighteen percent (18%) of the additional costs incurred for that Change Order.

6.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include no additional reduction to account for Design-Builder's Fee or any other markup.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the first (1st) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

7.2 Retention. The Owner will retain 10% at each Application for Payment.

7.2.1 If 50 percent or more of the Work has been completed, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

8.1.3 The fair and reasonable sums for overhead and profit on the sum of items 8.1.1 and 8.1.2 above.

8.2 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes.

Brent Anderson
Public Works Director
401 Whitney Boulevard
Belvidere, IL 61008

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes. Remove Section 10.2.3 of the General Conditions of Contract:

Derek J. Wold, P.E.
Managing Partner
Baxter & Woodman / Boller Construction, LLC
8678 Ridgefield Road
Crystal Lake, IL 60012

Article 10

General Provisions

10.1 Ability to Perform. Design-Builder represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

10.2 Authorization. The execution, delivery, and performance by the Design-Builder of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Design-Builder is now a party or by which the Design-Builder is now or may become bound.

10.3 Company Background. The information disclosed by the Design Builder regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Design-Builder will promptly notify Owner in writing of any material change to or about the Design-Builder, including without limitation to change in ownership or control, and any change will be subject to Owner approval which will not be unreasonably withheld.

10.4 Conflict of Interest. The Design-Builder represents and certifies that, to the best of its knowledge (1) no City employee, official, or agent has an interest in the business of the Design-Builder or this Agreement; (2) as of the date of this Agreement neither the Design-Builder nor any person employed or associated with the Design-Builder has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Design-Builder nor any person employed by or associated with the Design-Builder will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

10.5 No Collusion. The Design-Builder represents and certifies that the Design-Builder is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Design-Builder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* The Design-Builder represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Owner prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Design-Builder has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Design-Builder will be liable to the Owner for all loss or damage that the Owner may suffer, and this Agreement will, at the Owner's option, be null and void

10.6 Sexual Harassment Policy. The Design-Builder certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4)

10.7 No Default. The Design-Builder is not in arrears to the Owner under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the Owner in writing.

10.8 No Legal Actions Preventing Performance. As of the Effective Date, the Design-Builder has no knowledge of any action, suit, proceeding, claim, or investigation pending or to its knowledge threatened against the Design-Builder in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Design-Builder's ability to perform its obligation under this Agreement.

10.9 Patriot Act Compliance. The Design-Builder represents and warrants to the Owner that neither the Design-Builder nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf

of a Specially Designated National and Blocked Person. The Design-Builder further represents and warrants that the Design-Builder and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Design-Builder must, and will, defend, indemnify, and hold harmless the Owner and its officials, officers, authorities, and all Owner elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Article 10.

10.10 Illinois Workers' on Public Works Act. The Design-Builder agrees to abide by and comply with the Illinois Workers' on Public Works Act, 30 ILCS 570/0.01 et seq. The contract may call for the construction of a Public Work within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq (the Act). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wage" (hourly cash wages plus amounts for fringe benefits) in the county where the work is performed. The Department of Labor publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department of Labor revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department of Labor's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements, record keeping requirements and reporting requirements.

10.11 Federal Civil Rights Act. The Design-Builder agrees to comply with the Federal Civil Rights Act of 1964, 42 USC Section 2000E et. Seq., and Executive Order #11246, as well as the Human Rights Act, 775 ILCS 5/1-101 et seq.

10.12 Not Delinquent. The Design-Builder represents that it is not delinquent in the payment of any tax administered by the State of Illinois, Department of Revenue.

10.13 Not Barred from Contracting. The Design-Builder represents that it is not barred from contracting with the State or any local government as a result of a violation of Sections 33E or 33E-4 of the Public Works Act, 720 ILC 5/33E-1 et seq nor is it barred from contracting with a recipient of federal funding pursuant to any federal law or regulation.

10.14 Discrimination. The Design-Builder agrees to comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

10.15 Illinois Blacklist Trade Law. The Design-Builder agrees to comply with the Illinois Blacklist Trade Law, 775 ILCS 15/1 et seq.

Article 11

Bonds and Insurance

11.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

11.1.1 The parties agree that the City's current insurance provided through the Illinois Municipal League Risk Management Association (IMLRMA) is sufficient to meet its obligations under Section 5.3 of the DBIA General Conditions.

11.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

Required

Not Required

Payment Bond.

Required

Not Required

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement and perform the services described herein.

OWNER:

City of Belvidere
(Name of Owner)

(Signature)

(Printed Name)

(Title)

Date: _____

DESIGN-BUILDER:

Baxter & Woodman / Boller Construction, LLC
(Name of Design-Builder)

(Signature)

Derek J. Wold
(Printed Name)

Managing Partner
(Title)

Date: _____

(Signature)

Steven G. Dalbec
(Printed Name)

Managing Partner
(Title)

Date: _____



STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

Document No. 535

Second Edition, 2010

© Design-Build Institute of America

Washington, DC



Design-Build Institute of America - Contract Documents

LICENSE AGREEMENT

By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.

- 1. License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Contract Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
- 2. User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
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- 5. Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
- 6. Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
- 7. Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 8. Acknowledgement.** You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.

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Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum* (2010 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition).

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum*, the Basis of Design Documents are the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition).

1.2.10 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed*

Maximum Price, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.11 *GMP Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*.

1.2.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.15 *Site* is the land or premises on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii)

whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to

perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and

equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which

Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits,

approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-

Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Owner upon execution of this Agreement, within ten (10) days of

execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the

Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable.

This section is not intended to, nor shall it circumvent or diminish, the protections provided by the Illinois Local Governmental and Governmental Employee Tort Immunity Act, 745 ILCS 10/1-101, et seq. or any other Illinois law conferring immunity on units of local government. The City may rely upon any such tort immunity and its liability hereunder is strictly limited by such immunity.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

~~**10.2.4** If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the~~

mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Arbitration/Litigation.

~~10.3.1 Any claim, dispute or controversy arising under or in any way related to the Agreement and the Project shall be litigated in the 17th Judicial Circuit, Boone County Illinois. Both parties hereby submit to jurisdiction and venue in that Court. Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.~~

~~10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.~~

~~10.3.3 Design Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.~~

~~10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.~~

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the

electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Subject to relevant law. Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on

the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, ~~or~~ (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient, or (iv) by electronic mail, by the time frame stated in the email-generated confirmation that notice was received by the email of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

BAXTER & WOODMAN
BOLLER DESIGN BUILD

Belvidere WWTP Boiler-Heat Exchanger Replacement					
ITEM #	TRADE DESCRIPTIONS				
1	General Work	\$	183,031		
2	Boiler/Heat Exchangers	\$	726,029		
3	Gas Safety Equipment	\$	42,255		
4	Mechanical	\$	182,745		
5	Electrical	\$	101,604		
6	SCADA	\$	34,836		
SUBTOTAL		\$	1,270,500		
SUGGESTED OWNER'S CONTINGENCY		\$	50,000		
PROJECT TOTAL		\$	1,320,500		

CITY OF BELVIDERE, ILLINOIS

BOILER/HEAT EXCHANGER REPLACEMENT



EXHIBIT A - 1
 WHERE THE EXHIBIT A - 1 INFORMATION PERTAINS TO THE LOCATION OF IMPROVEMENTS TO THE EXHIBIT A - 1 INFORMATION, THE INFORMATION IS INCLUDED ONLY FOR THE CONVENIENCE OF THE CONTRACTOR. THE INFORMATION IS NOT TO BE USED AS A BASIS FOR THE DESIGN OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL EXHIBIT A - 1 INFORMATION AND FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



BAXTER & WOODMAN
 Consulting Engineers
 www.baxterwoodman.com

INDEX TO DRAWINGS

- 00 - GENERAL
- 00-0-001 COVER
- 00-0-002 BOILER AND CHL. LEAKS AND AIR
- 00-0-003 ELECTRICAL SYMBOLS
- 00-0-004 ELECTRICAL SYMBOLS
- 01 - BOILER
- 01-0-000 BOILER UNIT
- 02 - BOILER BUILDING
- 02-0-000 BOILER BUILDING
- 02-0-001 BOILER BUILDING
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STRUCTURAL ENGINEER _____
 ELECTRICAL ENGINEER _____

BAXTER & WOODMAN, INC.
 1500 W. 150TH STREET, SUITE 100
 CHICAGO, IL 60641-1500
 PHONE: 773-348-1500
 FAX: 773-348-1501
 WWW.BAXTERWOODMAN.COM

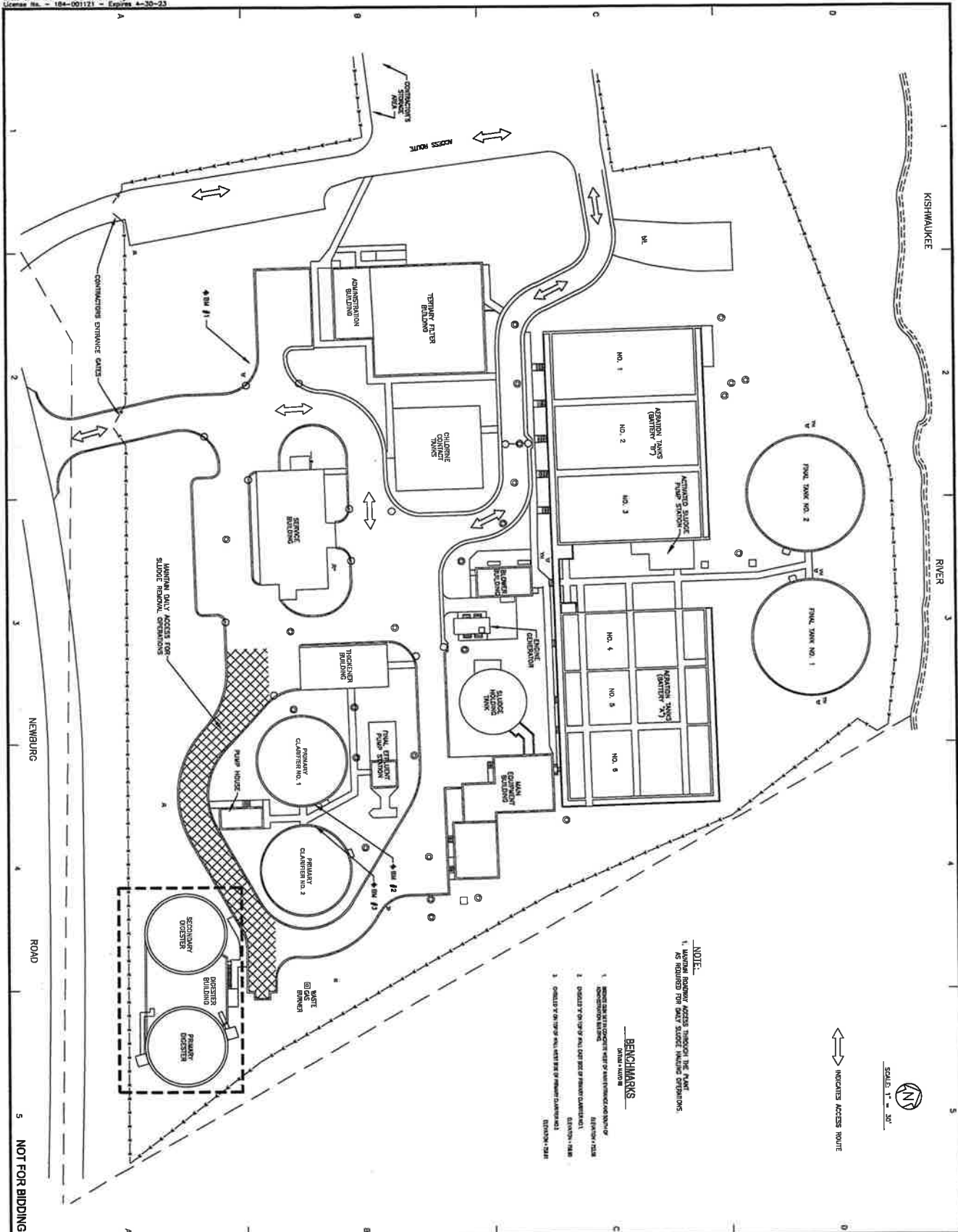
PROJECT NO: 240116100 DATE: 06/06/2024

FLOW STREAM IDENTIFICATION

A	AM	AMOUNT EFFLUENT
AL	ALUMINA EFFLUENT	
ALM	ALUMINA	
AV	VALVE	
CA	CONDENSATE	
CE	CONDENSATE EFFLUENT	
CEM	CEMENT	
CEW	CEMENT WATER	
CH	CHEMICAL	
CHL	CHEMICAL SOLUTION	
CH2	CHEMICAL TANK EFFLUENT	
CH3	CHEMICAL TANK EFFLUENT	
CH4	CHEMICAL TANK EFFLUENT	
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CH100	CHEMICAL TANK EFFLUENT	

ABBREVIATIONS

AA	ADJUST FRICTION
AB	ALUMINA
AC	ALUMINA
AD	ALUMINA
AE	ALUMINA
AF	ALUMINA
AG	ALUMINA
AH	ALUMINA
AI	ALUMINA
AJ	ALUMINA
AK	ALUMINA
AL	ALUMINA
AM	ALUMINA
AN	ALUMINA
AO	ALUMINA
AP	ALUMINA
AQ	ALUMINA
AR	ALUMINA
AS	ALUMINA
AT	ALUMINA
AU	ALUMINA
AV	ALUMINA
AW	ALUMINA
AX	ALUMINA
AY	ALUMINA
AZ	ALUMINA
BA	ALUMINA
BB	ALUMINA
BC	ALUMINA
BD	ALUMINA
BE	ALUMINA
BF	ALUMINA
BG	ALUMINA
BH	ALUMINA
BI	ALUMINA
BJ	ALUMINA
BK	ALUMINA
BL	ALUMINA
BM	ALUMINA
BN	ALUMINA
BO	ALUMINA
BP	ALUMINA
BQ	ALUMINA
BR	ALUMINA
BS	ALUMINA
BT	ALUMINA
BU	ALUMINA
BV	ALUMINA
BW	ALUMINA
BX	ALUMINA
BY	ALUMINA
BZ	ALUMINA
CA	ALUMINA
CB	ALUMINA
CC	ALUMINA
CD	ALUMINA
CE	ALUMINA
CF	ALUMINA
CG	ALUMINA
CH	ALUMINA
CI	ALUMINA
CJ	ALUMINA
CK	ALUMINA
CL	ALUMINA
CM	ALUMINA
CN	ALUMINA
CO	ALUMINA
CP	ALUMINA
CQ	ALUMINA
CR	ALUMINA
CS	ALUMINA
CT	ALUMINA
CU	ALUMINA
CV	ALUMINA
CW	ALUMINA
CX	ALUMINA
CY	ALUMINA
CZ	ALUMINA
DA	ALUMINA
DB	ALUMINA
DC	ALUMINA
DD	ALUMINA
DE	ALUMINA
DF	ALUMINA
DG	ALUMINA
DH	ALUMINA
DI	ALUMINA
DJ	ALUMINA
DK	ALUMINA
DL	ALUMINA
DM	ALUMINA
DN	ALUMINA
DO	ALUMINA
DP	ALUMINA
DQ	ALUMINA
DR	ALUMINA
DS	ALUMINA
DT	ALUMINA
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DV	ALUMINA
DW	ALUMINA
DX	ALUMINA
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EC	ALUMINA
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EG	ALUMINA
EH	ALUMINA
EI	ALUMINA
EJ	ALUMINA
EK	ALUMINA
EL	ALUMINA
EM	ALUMINA
EN	ALUMINA
EO	ALUMINA
EP	ALUMINA
EQ	ALUMINA
ER	ALUMINA
ES	ALUMINA
ET	ALUMINA
EU	ALUMINA
EV	ALUMINA
EW	ALUMINA
EX	ALUMINA
EY	ALUMINA
EZ	ALUMINA
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OX	ALUMINA
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NOTE:
 1. MAINTAIN EXISTING ACCESS THROUGH THE PARKING AS SHOWN FOR TRUCK TRAILER MOVEMENTS.
 2. MAINTAIN EXISTING ACCESS THROUGH THE PARKING AS SHOWN FOR TRUCK TRAILER MOVEMENTS.

BENCHMARKS

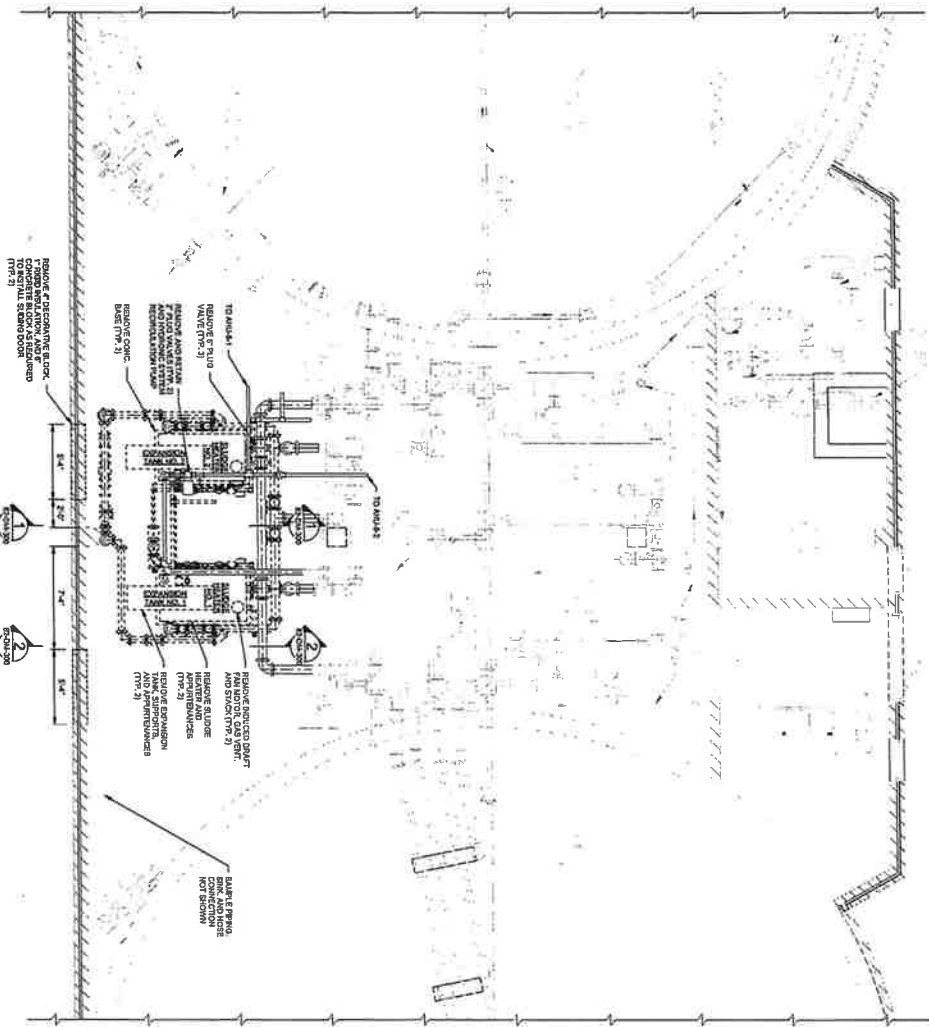
- 1. BENCHMARK 100.000 (ELEVATION 100.000)
- 2. BENCHMARK 100.000 (ELEVATION 100.000)
- 3. BENCHMARK 100.000 (ELEVATION 100.000)

↔ INDICATES ACCESS ROUTE

SCALE: 1" = 30'

BALTER & WOODMAN INCORPORATED		
CONSULTANTS		
MILESTONE		
FINAL DESIGN		
REVISIONS		
NO.	DATE	DESCRIPTION
REFER TO EQUIPMENT MANUFACTURER'S SHOP DRAWING		
PLAN SHEET DESIGNATION GENERAL CIVIL LANDSCAPE MECHANICAL ELECTRICAL PLUMBING STRUCTURAL ARCHITECTURAL INTERIORS ENVIRONMENTAL SPECIALTIES CONSTRUCTION RECORDS DESIGNATION DIVISION		
PROJECT NO.	2401161.00	
SCALE	AS SHOWN	
DESIGNED BY	KANTAL	
CHECKED BY	KANTAL	
CLIENT	CITY OF BELVIDERE, IL	
NON-AGENT DESIGNER REPLACEMENT		
GENERAL LAYOUT		
06-C-100		

NOT FOR BIDDING



PLAN
 SCALE: 1/4" = 1'-0"

NOTES:
 1. REMOVE AND RETURN LETTERING ON EXTERIOR SOUTH WALL.

NOT FOR BIDDING

BAXTER & WOODMAN
 CONSULTING ENGINEERS

CONSULTING

MECHANICAL

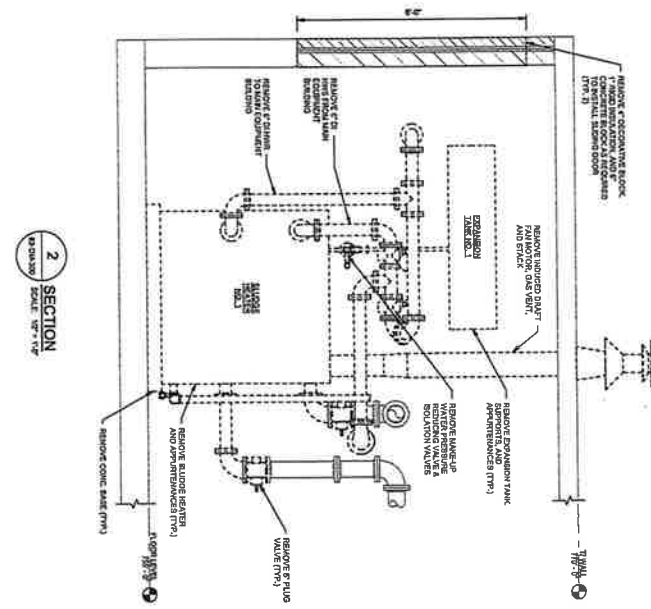
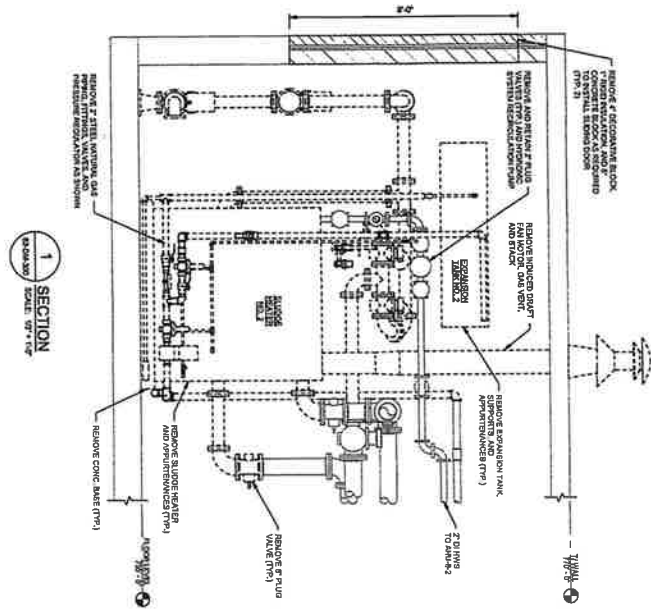
FINAL DESIGN

REVISIONS	
NO.	DESCRIPTION

PROJECT NO.	1411110
SCALE	AS SHOWN
DRAWING DATE	11/29/24
DESIGNED BY	AM
DRAWN BY	AM
CHECKED BY	AM
C.E.B.T.	

PROJECT TITLE	82 - ORBITER BUILDING
REVISION TITLE	MECHANICAL PLAN
CITY	CITY OF BELLEVUE, IL
CLIENT	ORBITER EQUIPMENT REPLACEMENT

PROJECT NO.	82-DH-100
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NOT FOR BIDDING

 CONSULTANTS	FINAL DESIGN				
REVISIONS					
NO.	DATE	DESCRIPTION			
** REFER TO EQUIPMENT MANUFACTURERS SHOP DRAWINGS					
1" = 1'-0"					
PROJECT NO. 82-DM-300 SHEET NO. 82-DM-300-01 SCALE: AS SHOWN DRAWING DATE: 11/26/14 DRAWN BY: J... CHECKED BY: J... CLIENT: CITY OF BRYLIDERE, IL PROJECT: POLYMER EXPANSION RENOVATION					
82-DM-300					

RESOLUTION NO. #2024-14
A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS FOR
PHASE 3 OF CLINES FORD SUBDIVISION

WHEREAS, the City Council of the City of Belvidere previously approved the final Plat of Subdivision for Phase 3 of Clines Ford Subdivision; and

WHEREAS, the owner/developer of Phase 3 of Clines Ford Subdivision has certified that all public improvements required to be constructed by owner/developer are completed according to the City of Belvidere Municipal Code and the directives of the City's Department of Public Works; and

WHEREAS, the owner/developer dedicated the Public Improvements to the City of Belvidere as identified on the attached Plat of Subdivision for Phase 3 of Clines Ford Subdivision; and

WHEREAS, the Corporate Authorities of the City of Belvidere previously approved Resolution 896-2005 accepting all public improvements of the Cline's Ford Subdivision, Phase 3 except for uncomplete sidewalks and pavement striping; and

WHEREAS, said sidewalks and pavement striping are complete.

NOW, IT IS THEREFORE RESOLVED, by the Mayor and City Council of the City of Belvidere, Illinois as follows:

- 1) The foregoing recitals are hereby incorporated by this reference.
- 2) The Public Improvements identified as being dedicated to the City of Belvidere on the Final Plat of Subdivision for Phase 3 of Clines Ford Subdivision are hereby accepted by the City of Belvidere. Any bonds, letters of credit or other surety guaranteeing said improvements may be released.

Passed by the City council of the City of Belvidere, Illinois this 16th day of December 2024.

Approved: _____
Mayor

Attest: _____
City Clerk

Ayes: .
Nays:
Absent:
Approved: