

City Council COMMITTEE OF THE WHOLE

City of Belvidere, Illinois

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AGENDA

September 8, 2025 6:00 p.m. City Council Chambers 401 Whitney Blvd., Belvidere, Illinois

| Call to Order: | |
|-----------------|--|
| Roll Call: | |
| Public Comment: | |

Public Forum:

Reports of Officers, Boards, and Special Committees:

- 1. Building, Planning & Zoning, Unfinished Business: None.
- 2. Building, Planning & Zoning, New Business:
 - A. Building Department Update.
 - B. Planning Department Update.
 - C. 5147 Chrysler Drive Annexation.
- 3. Public Works, Unfinished Business: None.
- 4. Public Works, New Business:
 - A. Public Works Department Update.
 - B. IDOT Safe Routes to School Program Funding Application.
 - C. WWTP Facility Plan Improvements Preliminary Engineering.
 - D. Intersection Review Willow Street and Douglas Street.
 - E. Bond Reduction Irene Road (Kelly Properties).
- 5. Other, Unfinished Business: None.
- 6. Other, New Business:
 - A. Deer Hills I and II Forced Annexations.
 - B. Deer Hills I and II / Deer Woods II Voluntary Annexations.
 - C. Sale of Fire Engine 103.
 - D. Fire Station 1 & 2 Concrete Projects 1-3.
 - E. Fire Station 1 & 2 Concrete Project 4.
- 7. Adjournment:

MEMO

DATE:

August 29, 2025

TO:

Mayor and Members of the City Council

FROM:

City of Belvidere Planning and Zoning Commission

SUBJECT:

5147 Chrysler Drive Annexation

The property has been utilizing the City's water service since 1980. In 2001, a sewer connection fee was paid but the property owner never followed through on connecting to the municipal service. Due to septic system failing, a condition of the property being sold was that it be connected to the Belvidere sewer system. This requirement triggered the need to annex into the City of Belvidere.

Three of the four residences to the west are already annexed into the City of Belvidere. The remaining properties along Chrysler Drive are expected to annex into the City as the need for municipal services arise.

Attached is a proposed annexation agreement that the property owner has found acceptable. I recommend that the Committee of the Whole forward to City Council an ordinance approving the proposed annexation agreement as well as an ordinance annexing the .25 acres commonly known as 5147 Chrysler Drive.

Recommended Motions:

- 1) A motion to approve the annexation agreement between the City of Belvidere and Joshua Robertson relating to 5147 Chrysler Drive, Belvidere, IL 61008.
- 2) A motion to annex the territory consisting of 5147 Chrysler Drive, Belvidere, IL 61008.

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

ANNEXATION AGREEMENT

This Agreement is made and entered into _____2025, by and between the City of Belvidere, an Illinois Municipal Corporation located in Boone County, Illinois (The "City") and Joshua Robertson (The "Owner(s)").

WITNESSETH:

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

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

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

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

Whereas, a proposed Annexation Agreement, in substance and form the same as this Agreement, was submitted to the City by Owner(s) and Developer and a public hearing of the Mayor and City Council of the City of Belvidere was convened and properly conducted on

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<u>2025</u>to consider the petition for approval of this Annexation Agreement and said public hearing was held pursuant to notice as provided by statute; and

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

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

Whereas, the Owner desires that the Property be re-zoned to the SR6 Zoning District upon annexation to the City; and

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

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

Whereas, the City has determined that the annexation of the Property to the City on the terms and conditions hereinafter set forth serves the best interests of the City, will extend the corporate limits and jurisdiction of the City, will permit orderly growth, planning and development of the City, will increase the tax base of the City, and will promote and enhance the general welfare of the City; and

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

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

- 1. Recitals. The foregoing recitals are incorporated herein as if fully set forth.
- 2. <u>Annexation</u>. Subject to the provisions of Section 65 ILCS 5/7-1-8, as amended, the Parties respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the City. Promptly after this Agreement is fully executed, the City Council shall adopt an ordinance annexing the Property subject to the terms and conditions set forth in this Agreement.
- 3. <u>City Zoning</u>, Upon annexation, Owner agrees that the Property will automatically be zoned as RH Rural Holding District classification pursuant to the Belvidere Municipal Code. The City shall immediately re-zone the property to the SR 6 zoning district. Further, Owner agrees that the following conditions and covenants shall apply to the Property and shall be made a part of all final plats and run with the land:
- A. No sexually oriented business will operate on the Property, including but not limited to, adult arcades, bookstores, video stores, cabaret, motels, motions picture theaters, theaters, etc.
- B. No stone quarries, gravel quarries, stone crushing, gravel crushing, concrete batch plant, and asphalt ready mix batch plants shall operate on the Property.

- Sanitary Sewer Service. Owner shall extend and connect to the City-operated 4. sanitary sewer system according to the preliminary design plan and specifications shown on the attached Exhibit D which is incorporated herein. Prior to commencing construction, Owner will submit final engineering plans for review and approval by the City's Department of Public Works (Public Works) and the Illinois Environmental Agency (IEPA). If necessary, the City shall execute IEPA permits for the extension of municipal utilities, after submittal of the final engineering plans to Public Works with the understanding that the execution of said applications shall not be considered as approval of the final engineering plans. Owner shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. Prior to commencing construction, Owner shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin, and other fees as required by City ordinance, resolution or policy. Owner further agrees that, prior to any final plat approval, Owner shall cause the Property to be disconnected from the Boone County Sanitary District. The City shall not be obligated to issue any final plat until said disconnection is obtained.
- 5. <u>Signage</u>. Owner(s) shall not erect, construct or allow another to erect or construct any sign of any nature at any location on the Property except as permitted by the Belvidere Municipal Code.
- 6. <u>Drainage</u>. Owner shall provide detention and storm water management as required by the City's Zoning and Subdivision Control Ordinances and any other Federal, State or local law or regulation.
- 7. Off-Site Improvements. Any off-site improvements shall be in compliance with the Belvidere Municipal Code, including but not limited to the Subdivision Ordinance and any

other directives from the City and shall be constructed in accordance with the specifications and preliminary design plan shown on the attached Exhibit "I" which is incorporated herein and any approved final plat. Prior to commencing construction, Owner shall submit final engineering plans for review and approval to the Department of Public Works and, if abutting a state road, to the Illinois Department of Transportation or any other government agency having jurisdiction and control over said road. Owner shall not commence construction until final engineering plans are approved by Public Works and all other applicable agencies.

- 8. Legal, Engineering, and Planning Costs. Owner agrees to reimburse the City for reasonable attorneys' fees, planning consultants, engineering consultant's fees and costs and any other professional costs incurred by the City in connection with the annexation, Annexation Agreement, zoning, platting and development of the Property including, but not limited to the time of in-house staff. Similarly, Owner agrees to pay the City's costs of enforcing this agreement or any applicable zoning ordinance or other City ordinance or code with respect to the development of the Property, including but not limited to the City's reasonable attorneys' fees, consultants' fees and other professional costs incurred in said enforcement
- 9. <u>No Partnership</u>: The City does not, in any way or for any purpose, become a partner, employer, principal, agent or joint venturer of or with the Owner.
- 10. <u>Indemnification:</u> The Parties agree that the Owner(s) shall indemnify, defend and hold the City harmless from any damages, claims, or causes of action which are in any way related to their activities in developing the Property, excepting those negligent or intentional acts of the City. These indemnities are not intended, and shall not limit, modify or circumvent the Illinois Governmental and Governmental Tort Immunities Act. Further, Owner shall maintain comprehensive liability insurance, of types and amounts, reasonably acceptable to the City with

an insurance carrier with a best rating of A or better. Owner shall cause the City to be named as an additional insured on such insurance policy at no cost to the City..

- 11. Ordinances. The Owner shall abide by all ordinances, resolutions, regulations, policies and laws of the City, including but not limited to, the City's subdivision code and zoning code, in effect at the execution of this Agreement and as may be subsequently amended. Owner agrees to dedicate or deed to the City public improvements as requested by the Public Works Director.
- at law or in equity, and may exercise any remedy at law or in equity. The parties agree that any action relating to this Agreement shall be brought in the Circuit Court for the 17th Judicial Circuit Boone County, Illinois and both parties submit to jurisdiction and venue in that Court. Notwithstanding the foregoing, before any failure of either party to this Agreement to perform its obligations under this agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty (30) days of receipt of such notice. Notwithstanding the foregoing, if the Owner does not pay any fee or cost provided in this Agreement, the City may withhold the issuance of building permits until payment is received, or if the appropriate deposit is not deposited, withhold approval of any annexation, plat of subdivision, or special use until said deposit is delivered.
- 13. <u>Amendment.</u> The parties agree that this Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by adoption of a resolution by the City approving said amendment as provided by law, and the execution of said amendment by

the parties or their successors in interest. Provisions which vary the standard terms of this

Agreement are located in Exhibit "K" which is incorporated herein and shall contain a separate

signature of the parties.

14. <u>Costs, Expenses, and Fees</u>. The Owner shall pay the current annexation fees

authorized in the Belvidere Municipal Code to the City, which have been or shall be incurred as

a result of the petitioner's request herein at time of filing Owner's petition for Annexation. Also,

prior to annexation, the Owner(s) shall pay to the City any amount due a fire protection district

pursuant to 70 ILCS 705/20, as amended. Owner(s) shall pay the entire amount which may be

due a fire protection district prior to annexation regardless of when the monies may actually

become due to the fire protection district.

15. Severability. If any provision, covenant, agreement or portion of this Agreement

or its application to any person, entity or property is held invalid, such invalidity shall not affect

the application or validity of any other provisions, covenants or portions of this Agreement, and

to that end all provisions, covenants or portions of this Agreement are declared to be severable.

16. Addresses for Notices. All notices and other communications in connection with

this agreement shall be in writing, and any notice, communication or payment hereunder shall be

deemed delivered to the addresses thereof two (2) days after deposit in any main or branch

United States Post Office, certified or registered mail, postage prepaid, or one (1) day after

deposit thereof with any nationally known and reputable overnight courier service, delivery

charges prepaid, or on the date of delivery, if personally delivered, or transmitted by facsimile

with confirmation of transmittal, in any case, addressed to the parties respectively as follows:

If to Owner:

Mr. Joshua Robertson

566 Creekview Lane

Rockford, IL 61114

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With a Copy to:

If to City: City Clerk

City of Belvidere 401 Whitney Blvd.

Belvidere, Illinois 61008

With Copy to: City Attorney

City of Belvidere 401 Whitney Blvd.

Belvidere, Illinois 61008

By notice complying with the requirement of this paragraph, each party shall have the right to

change the address or addressee for all further notices, other communications and payment to

such party; provided, however, that no notice of a change of address, addressee or both shall be

effective until actually received.

17. Entire Agreement. This Agreement supersedes all prior agreements, negotiations

and exhibits and is a full integration of the entire agreement of the parties.

18. Survival. The provisions contained herein shall survive the annexation of the

property and shall not be merged or expunged by the annexation of the property or any part

hereof to the City.

19. Successors and Assigns. This agreement shall run with the land and shall be

binding upon and inure to the benefit of the parties hereto, their successors in title and their

respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of

the City and successor municipalities. Owners agree to record this Agreement at the Boone

County Recorders office immediately upon its execution.

20. <u>Term of Agreement</u>. This agreement shall be binding upon the Parties and their

respective successors and assigns for the term of twenty-years, commencing as of the date

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hereof, and for such further term as may hereinafter be authorized by statute or by ordinance of the City.

- 21. <u>Counterparts</u>. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- Disconnection. If the property fails to become annexed to the City for any reason or if the property is annexed into another municipality, the City shall have the right to immediately, without notice, disconnect the sanitary sewer service and the water service permitted under this agreement. Failure of the City to promptly disconnect such service does not constitute a waiver of this provision. Furthermore, Owner, and on behalf of their successors and assigns, agrees to refrain from making any claim or demand, or to commence, cause or permit to be prosecuted any action in law or equity against the City on account of disconnection pursuant to this section.

| IN WITNESS WHEREOF, the parties hereto | have executed this agreement on the date first |
|--|---|
| above written. | |
| | CITY: City of Belvidere, an Illinois Municipal Corporation |
| | By: |
| ATTEST: | |
| City Clerk | Owners: |
| | (Being the owners of the property and currently fifty one percent of the electors.) |
| | By: |
| Subscribed and Sworn to | |
| before me this <u>And</u> day. of <u>September</u> , <u>2025</u> . | |
| Kimberly K. White Notary Public | |

"OFFICIAL SEAL"
KIMBERLY K WHITT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/14/2026

EXHIBIT A

LEGAL DESCRIPTION

Lot Fifteen (15) in Henry L. Bartholomew's Subdivision, excepting therefrom the Northerly 17 feet, a Subdivision of the North 218 feet of the West Half of the Northwest Quarter of Section 1, Township 43 North, Range 3 East of the 3rd P.M., Boone County, Illinois on May 26, 1948 on Book 104 of Deeds, on page 4, situated in Boone County and State of Illinois.

PIN: 07-01-101-015

EXHIBIT B ANNEXATION PLAT

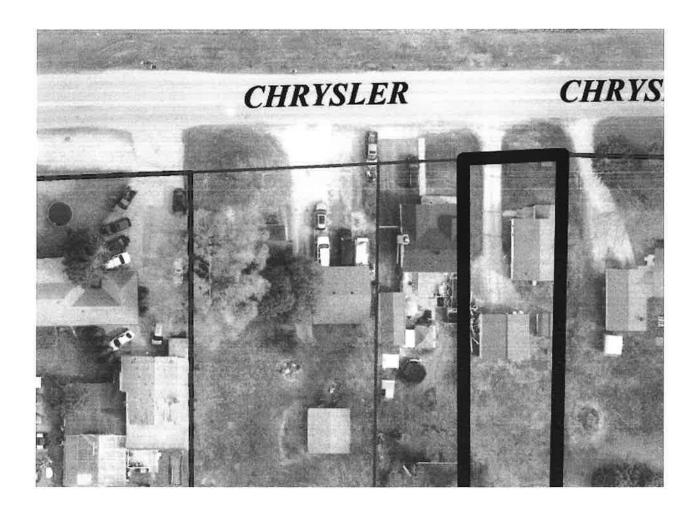


EXHIBIT C

SITE PLAN NOT APPLICABLE

EXHIBIT D

PRELIMINARY SEWER PLAN

EXHIBIT E

SEWER FEES

Owner shall pay the Sewer Connection Fees, applicable recapture fees, and other fees of general applicability at the rate then in effect at the time of connection.

EXHIBIT F

PRELIMINARY WATER DESIGN PLAN

EXHIBIT G

WATER FEES

Not Applicable

EXHIBIT H PRELIMINARY PLAT

EXHIBIT I OFFSITE IMPROVEMENTS

EXHIBIT J EXACTION FEE SCHEDULE

EXHIBIT K

MODIFICATIONS TO STANDARD AGREEMENT

| NONE | | |
|-------|--|--|
| TIOIT | | |

| | City: | City of Belvidere, an Illinois Municipal Corporation |
|------------|-------|---|
| | | by: |
| ATTEST: | | Mayor Mayor |
| | | |
| City Clerk | ±: | |
| | | OWNERS: (Being the owners of the property |

Subscribed and Sworn to before me this 2nd day. of September 2025.

Kimber Public K. Whitt

"OFFICIAL SEAL" KIMBERLY K WHITT NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11/14/2026

and currently fifty one percent of the

electors.)

EXHIBIT L PLANNED COMMUNITY DEVELOPMENT CONCEPT

Public Works Department

Memo

To:

Mayor and City Council

From:

Craig Lawler, Director of Public Works

Date:

9/3/2025

Re:

IDOT Safe Routes to School Program – Funding Application

IDOT's 2025 Safe Routes to School Program is now accepting applications. This year's program is capped at \$250,000 per project and there is no local match requirement. The City is working with the School District on a project that will include sidewalk replacement at Washington Academy and installation of sidewalk around Perry School.

We have received a proposal to complete the application process from CES, Inc. in an amount not-to-exceed \$6,000.00.

I would recommend approval of the proposal from CES, Inc. for the engineering services required to complete the 2025 IDOT Safe Routes to School Program application at a cost not-to-exceed \$6,000.00. This work will be paid for from Public Benefit funds.



700 West Locust Street Belvidere, Illinois 61008 Phone: (815) 547-8435 Fax: (815) 544-0421

Kevin.Bunge@Civilideas.com

August 11, 2025

Brent Anderson – Director of Public Works City of Belvidere

RE:

Safe Route to School Grant Application – 2025

Dear Mr. Anderson:

We are familiar with the SRTS grant application process having completed several in recent history. We estimate the cost to create and submit an \$250,000 application for the SRTS Program for the walks adjacent to Washington School to require fees in the range of \$5,000 to \$6,000.

This includes the cost of preparing and submitting the application with narratives and the required preliminary cost estimates and exhibits.

The limits of the project are indicated on the attached exhibit. All of the walks along Allen Street will be targeted for removal and replacement whereas the walks along 7th and 5th will be repaired where required.

It does not include Environmental Survey Request (ESR), PESA, Boundary Surveys, Land Acquisition, easement surveys or documents, Preliminary or Final Engineering, or Construction Engineering Services.

Some data will have to be obtained from City personnel or files, especially the financial and historical data.

If you should have any questions, please contact me at 815-378-6332 or via email at Kevin.Bunge@Civilideas.com

Sincerely, C.E.S. Inc.

Kevin Bunge, P.E. President

ILLINOIS SAFE ROUTES TO SCHOOL PROGRAM

Funding Application Guidance – Cycle 2025



PURPOSE

The purpose of this guidance is to explain the requirements, eligibility, and application process of the Illinois Safe Routes to School Program.

ABOUT SAFE ROUTES TO SCHOOL

Safe Routes to School (SRTS) was established as a stand-alone Federal-Aid program in August 2005 through the passage of SAFETEA-LU, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users. Through 2009, Illinois received \$23.7M through SAFETEA-LU. In 2010, an additional \$7.5M was allotted as a result of the extension of SAFETEA-LU through December 2010.

These funds were provided to be administered through state DOTs at 100% federal participation with no state or local match required. These funds were made available until fully expended.

With the 2012 passage of MAP-21, Moving Ahead for Progress in the 21st Century, the SRTS program was changed from its status as a stand-alone program and became part of the new Transportation Alternatives Program (TAP), along with the Transportation Enhancements Program and the National Recreational Trails Program. The most notable changes to the SRTS program were the elimination of the requirement for states to provide a full-time SRTS Coordinator position and the funding participations and limits.

Funding under MAP-21, and the FAST-Act, was provided as 80% federal/20% local match. Funding was also eligible for rescission after 4 years. The FAST ACT has expired; however, federal highway programs were being funded under a continuing resolution.

The 2025 SRTS Cycle, will have 12 million available in grants for projects funding; each of the projects will have 80% funded by TA Set-Aside under the Bipartisan Infrastructure Law (BIL) of 2021, and 20% local match funded by HSIP.

Belvidere Public Works

Memo

To:

Mayor and City Council

From:

Brent Anderson, Director of Public Works

Date:

9/3/2025

Re:

WWTP - Facility Plan Improvements - Preliminary Engineering

The total estimated cost from Baxter & Woodman to complete the preliminary and design engineering required for the \$87.3 million dollar WWTP Facility Plan Improvement project as outlined in their presentation at the last Public Works Committee Meeting is \$5,270,000 dollars. Their schedule indicates it will take 42 months to complete the preliminary and design engineering.

Attached to this memo is a preliminary engineering work order from Baxter & Woodman in a lump sum amount of \$1,882,982.00. The preliminary engineering will take approximately 14 months to complete and includes submittal of the Funding Nomination Form to the IEPA to begin the process of obtaining a loan through the Water Pollution Control Loan Program for this project. Engineering expenses are loan eligible, however a loan agreement will not be received until after the project is bid. Sewer depreciation has a current balance of \$400,000. In order to pay for the preliminary and design engineering prior to obtaining the IEPA Loan, I would recommend that we borrow the money from the General Fund. An ordinance providing for this loan is attached.

I would recommend the following motions:

- Motion to forward the Ordinance authorizing a loan from the General Fund to the Water & Sewer Fund to pay for the preliminary and design engineering required for the WWTP Facility Plan Improvement Project to the City Council for adoption.
- 2. Motion to approve the engineering services work order from Baxter & Woodman, in the lump sum amount of \$1,882,982.00, to complete the preliminary engineering for the WWTP Facility Plan Improvement Project. This work will be paid for from the Sewer Department Depreciation Line Item #61-1790, with a loan from the General Fund.



Work Order

CITY OF BELVIDERE, ILLINOIS WWTP FACILITY PLAN IMPROVEMENTS

| | Engineer's Project No. 2500904.00 | | |
|--|--|--|--|
| | Project Description: The Project consists of preliminary design for the improvements outlined in the 2024 Wastewater Treatment Facility Planning Report which was completed to meet the eligibility requirements of the Water Pollution Control Loan Program (WPCLP) administered by the Illinois Environmental Protection Agency (IEPA). Additional improvements were included in the scope to increase the probability of receiving loan funds. A detailed Project description is included in Attachment A of this Work Order. | | |
| | Engineering Services: The general provisions of this contract are enumerated in the Professional Engineering Services Agreement between the City and Engineers dated September 22, 2009. A detailed scope of services for this Project is listed in Attachment A of this Work Order. The Schedule and the Manhour and Fee Summary are listed in Attachment B. | | |
| Compensation: Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated September 22, 2009. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, a lump sum amount of \$1,882,982. | | | |
| | Submitted by: Baxter & Woodman, Inc. | Approved by: City of Belvidere, Illinois | |
| | By: French W. Renzy Brent W. Perz, PE | Ву: | |
| | Title: Vice President | Title: | |
| | Date: August 20, 2025 | Date: | |
| | Additional Comments and Conditions: None. | | |
| | | | |
| | | | |

Scope of Services

1. PROJECT COORDINATION AND DATA COLLECTION

1.1. PROJECT MANAGEMENT

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

1.2. PROJECT MEETINGS

- A. The following meetings are anticipated for this project:
 - 1. Meetings with the City:
 - a) Client Kickoff Meeting
 - b) Three (3) Design Concepts Workshops
 - c) One (1) Control Meeting
 - d) Two (2) 30% Review Meetings
 - e) Two (2) Design Progress Workshops
- B. Conduct site visits to familiarize the designer(s) with the sites, clarify any discrepancies on the Drawings.
 - Visually examine existing treatment units and equipment as to their general condition and suitability for continued use or modification for reuse. Interview City operations and maintenance staff to obtain a history of maintenance activities and known equipment maintenance problems.

1.3. COLLECT EXISTING DATA

- A. Obtain, review, and evaluate the following information provided by the City for use in design:
 - 1. Existing Plans in PDF and/or CADD files
 - 2. Utility Atlases
 - 3. Preliminary Design CADD files
 - 4. Discharge Monitoring Reports (DMRs)
 - 5. Operating Reports
 - 6. Laboratory Data
 - 7. 2024 Basis of Design
 - 8. Final Clarifier Condition Assessment
 - 9. Pump House Design Checkpoint Plans

- 10. Electrical One Line diagrams, Network drawings, schematics and any other available documentation of existing equipment that will remain
- B. Create lists of missing or conflicting data

1.4. EQUIPMENT VISITS

- A. Complete up to four (4) local wastewater treatment plant site visits with the City to see similar equipment and get operator input for the following:
 - 1. Screening Equipment
 - 2. Grit Removal Equipment
 - 3. Dewatering Equipment
 - 4. ELODE Dehydrating Equipment

1.5. TOPOGRAPHIC SURVEY

- A. Develop base sheets of natural and man-made features from topographic survey data, including creating lists of deficient items for clarification at future site visits. Include survey for the following sites.
 - WWTP Site and Excess Flow Storage Lagoon
 - Site directly to the south of the WWTP site (for installation of solar).
 - a) Do not conduct Tree Survey but identify extent of the trees on site.
- B. Interior Building Scan: Complete Interior scan of buildings to assist with Revit Model creation of the existing conditions.
- C. Collect photographs within the project area to assist with design drawings and exhibits.

1.6. GEOTECHNICAL INVESTIGATION

- A. Arrange for a geotechnical sub-consultant to make soil borings, collect and analyze soil samples, determine groundwater levels, and prepare a written report.
- B. Provide a boring location map prior to this work (10 borings are estimated).
- C. Obtain geotechnical services for completing IEPA Form 663, including Clean Construction or Demolition Debris (CCDD) screening, testing, and subsurface investigation. Coordinate with local disposal sites for pre-approval of investigated materials.

1.7. UTILITY LOCATES & COORDINATION

- A. Complete a Design Stage Request with JULIE, which consists of obtaining names and phone numbers of utilities located within the work area along Newburg Road.
- B. Obtain names and phone numbers of all utilities located within the work area. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.
- C. Record and maintain documentation of communications with utilities.

2. PRELIMINARY DESIGN

2.1. ASSESS PRESENT CONDITIONS

- A. Document condition of existing treatment units, equipment, and structures as determined during Site Visit. Determine existing population equivalents (PEs) and wastewater contribution flow and pollutant loads.
- B. Further Develop the Basis of Design from Facility Report that takes into account the current conditions and the projected increase in loadings with future process modifications and design criteria from the Illinois Recommended Standards for Sewage Works and considering forecasted regulations as agreed upon.
- C. The baseline will consider and include the following:
 - 1. Headworks (Main Equipment Building)
 - 2. Aeration Tanks
 - 3. Blower Building
 - 4. Final Tanks
 - 5. Tertiary Filter Building
 - 6. Chlorine Contact Tanks
 - 7. Excess Flow Retention Pond
 - 8. Primary Sludge Pump Station (Pump House)
 - 9. Activate Sludge Pump Station
 - 10. Sludge Holding Tank
 - 11. Sludge Thickening
 - 12. Anaerobic Digestion
 - 13. Sludge Dewatering (Service Building)
 - 14. Dewatered Sludge Storage
 - 15. Service Building
 - 16. Administration Building

2.2. ASSESS OF FUTURE CONDITIONS AND ALTERNATIVES ANALYSIS

- A. Identify future forecasted effluent limits. Determine the new treatment processes and modifications necessary to meet forecasted nutrient effluent limits. Modify the BiowinTM model of the plant based on the process modifications to simulate, evaluate, and optimize process performance for the biological nutrient removal (BNR) processes: A/O, A2/O, and 5-Stage Bardenpho for potential future nitrogen limit.
- B. Evaluate the expansion of the existing anaerobic digestion process with regards to nutrient removal, energy efficiency, site constraints, cost, sludge storage, and future conditions.
- C. Evaluate sludge dewatering and dewatered sludge storage options to increase storage and provide improvements within the existing site. Evaluate the potential of providing additional dewatering equipment after the standard equipment to increase precent solids content and reduce the dewatered sludge storage volume requirement.
- D. Prepare a technical memo, site layout concept plans, and preliminary opinion of probable cost for each of the alternatives.

2.3. PRELIMINARY DESIGN DOCUMENTS/PROCESS DESIGN CONSIDERATIONS

- A. Develop base sheets of natural and man-made features from topographic survey data.
- B. Indicate the location of all utilities that can be obtained from the best available records, including utility company atlases.
- C. Prepare preliminary plan sheets (30%) that indicate the proposed layout of design elements.
- D. Create lists of deficient items for clarification at future site visits.
- E. General drawings, including a process flow diagram and a hydraulic profile.
- F. Soil erosion and sedimentation control.
- G. Electrical site plan and power distribution diagram
- H. Process and Instrumentation Drawings (P&IDs)
- I. SCADA Network Diagram
- J. Mechanical drawings for buildings and treatment structures including the following:
 - 1. Main Equipment Building
 - a) Provide selective demolition as required to complete the improvements.
 - b) Replace the screening and grit removal equipment.
 - c) Provide grit washing equipment.
 - d) Providing minor building modifications to accommodate equipment replacement.
 - 2. Primary Sludge Pump Station
 - a) Provide selective demolition as required to complete the improvements.
 - b) Replace the scum collector and primary sludge pumps.
 - c) Provide pump station superstructure.

3. Aeration Tanks

- a) Provide selective demolition as required to complete the improvements.
- b) Replace the Aeration Tank Junction Box hydraulic gates.
- c) Replace isolation valves in the aeration tanks.
- Provide concrete baffle walls to create the required zones for biological nutrient removal (BNR).
- e) Provide diffusers for the aerobic zones of the BNR system.
- f) Provide mixers in the anaerobic and (future) anoxic zones of the BNR system.
- g) Provide effluent weirs.
- h) Provide a smaller aeration tank blower in the Blower Building or mounted outside.

4. Final Tanks

- a) Provide selective demolition as required to complete the improvements.
- b) Replace the sludge clarifier mechanism with suction style sludge removal.
- c) Replace the effluent weirs and baffles.
- d) Provide density current baffles.
- e) Rehab the hydrostatic pressure relief valves.
- f) Replace the drain valves.
- g) Replace the division box hydraulics gates.
- 5. Tertiary Filter Building Disc Filters
 - a) Rehab the existing disc filters.
 - b) Provide minor building rehab and gate replacements as required.

- 6. Tertiary Filter Building Chemical Phosphorus Removal
 - a) Provide selective demolition as required to complete the improvements.
 - Provide building and concrete modifications as required for the chemical phosphorus removal system.
 - c) Provide bulk chemical storage tanks.
 - d) Provide chemical feed pumps.

7. UV Disinfection

- Provide selective demolition of the Chlorine Contract Tanks as required to complete the improvements.
- b) Modify the existing concrete structure and provide concrete channels as required for UV disinfection.
- c) Provide isolation gates and weirs to maintain the desired water level.
- d) Provide a prefabricated canopy.

8. Excess Flow Retention Pond

- a) Provide selective demolition as required to complete the improvements.
- b) Rehab and repair the existing bituminous concrete surface.
- c) Replace the gate on the Retention Pond Spillway.

9. Activate Sludge Pump Station

- a) Provide selective demolition as required to complete the improvements.
- b) Replace the RAS Pumps No. 2 and No. 3.
- c) Replace the telescoping valves.
- d) Replace WAS flow meter.
- e) Evaluate options to improve RAS operations.

10. WAS Holding and Equalization Tank

- a) Provide selective demolition as required to complete the improvements.
- b) Provide concrete baffle wall and rehab the existing concrete as required.
- c) Provide piping and diffused air mixing equipment that ties into the aeration tank blower air piping.

11. Sludge Thickening

- a) Provide selective demolition as required to complete the improvements.
- b) Replace TWAS Pumps No. 1 and No. 2.
- c) Provide piping improvements and provide a TWAS flow meter.

12. Existing Digester Building

- a) Provide selective demolition as required to complete the improvements.
- b) Replace the sludge flow meters.
- c) Replace the waste gas burner.
- d) Provide HVAC improvements.
- e) Provide electrical room improvements and replace the motor control center.

13. Service Building

a) Provide demolition of the building and equipment.

14. Administration Building

- a) Provide selective demolition as required to complete the improvements.
- b) Replace the laboratory cabinets and major laboratory equipment.
- c) Evaluate providing a building addition to the southeast.
- d) Provide HVAC improvements to the laboratory and administration area.

15. New Anerobic Digester

- a) Provide an anaerobic digestion tank.
- b) Provide a metal anaerobic digester cover.
- c) Provide an anaerobic digester mixing system.

16. New Digester Control Building

- a) Provide a new masonry structure that is connected to the new anaerobic digester.
- b) Provide sludge recirculation pumps.
- c) Provide a boiler/heat exchanger.
- d) Provide sludge grinder.
- e) Provide sludge transfer pumps.
- f) Provide dewatering sludge feed pumps.
- g) Provide biogas piping and safety equipment.

17. New Dewatering Building

- a) Provide sludge dewatering equipment.
- b) Provide polymer feed equipment.
- c) Provide sludge conveyors as required.
- d) Evaluate providing addition sludge dewatering (Elode) to reduce the volume of dewatered sludge required to store.

18. New Dewatered Sludge Storage Building

a) Evaluate sizing and location options for dewatered sludge storage.

19. Sewer Lining

a) Provide lining of sanitary sewers with the City of Belvidere to reduce I/I, SSOs, and basement backups.

20. Solar Field

- a) Prepare the site south of the WWTP for a solar field.
- b) Provide a solar field on the site south of the WWTP to reduce the overall power consumption at the WWTP by a minimum of 20%.

21. Green Infrastructure

- a) Provide permeable pavement, green roof, rain garden, or other green infrastructure.
- b) Provide at a minimum of one agricultural best management practice.

2.4. PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

- A. Prepare engineers' opinion of probable construction cost with contingency per AACE International Recommended Practice No 18R-97. Estimate class and contingency will be determined by the "Maturity Level of Project Definition" for each estimate prepared. The opinion of probable cost will also include design and construction engineering services.
- B. On the basis of information furnished by the City, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.

2.5. PEER, CONSTRUCTABILITY, AND OPERABILITY REVIEWS

- A. Conduct engineering QA/QC peer reviews of drawings and specifications.
- B. Conduct constructability review of drawings and specifications.

- C. Conduct operability review of drawings.
- D. Make revisions to Drawings and Specifications based on comments from peer, constructability, and operability reviews.

2.6. FACILITY PLANNING REPORT

- A. Prepare updated Facility Planning Report to include all scope items needed to maximize the loan priority scoring and the specific scope determined in the preliminary design phase.
 - 1. Submit the Funding Nomination Form to IEPA by March 31, 2026, to maintain eligibility for the annual Intended Funded List.
 - 2. Submit the updated Facility Planning Report to IEPA to maintain IEPA Low Interest Loan eligibility.

2.7. DELIVERABLES

- A. Alternatives Analysis Technical Memorandums
- B. Updated Facility Planning Report
- C. Full sized preliminary plan sheets One (1) copy
- D. 11x17 sized For Bid Plan Sheets One (1) copy
- E. Preliminary Engineer's Opinion of Probable Costs
- F. Digital copy of plan sheets and EOPC

PROJECT SCHEDULE

Baxter & Woodman, Inc. shall be authorized to commence the services set forth herein upon execution of this Agreement. Project tasks shall be completed according to the schedule below.

| | | | Date |
|---|----------|-----|-----------------|
| Task | | | <u>Complete</u> |
| City Council Approval | | | 8/25/25 |
| Kickoff Meeting and Site Visit | | Mon | 9/15/25 |
| | | | |
| Design Concepts | 7 months | | |
| Design Concept Workshop #1 | | Mon | 11/17/25 |
| Design Concept Workshop #2 | | Mon | 12/29/25 |
| Design Concept Workshop #3 | | Mon | 2/2/26 |
| Submit Updated Facility Planning Report | | Mon | 3/16/26 |
| Preliminary Design | 8 months | | |
| Design Progress Meeting #1 | | Mon | 5/11/26 |
| Design Progress Meeting #2 | | Mon | 7/6/26 |
| Controls Meeting #1 | | Mon | 8/31/26 |
| 30% Review Meeting #1 | | Mon | 10/12/26 |
| 30% Review Meeting #2 | | Mon | 10/26/26 |
| 3 | | | |

MANHOUR AND FEE SUMMARY

| Deliverable | Manhours | Fee |
|--|----------|-------------|
| 1.0 - PROJECT COORDINATION AND DATA COLLECTION | 2,292 | \$433,337 |
| 2.0 - PRELIMINARY DESIGN SUBCONSULTANTS | 7,957 | \$1,413,770 |
| SOIL BORINGS/GEOTECH | | \$35,875 |
| TOTAL | | \$1,882,982 |

P:\BELVD\2500904-WWTP Phase 1 Improvements\Contract\Work\2500904-WWTP Facility Plan Imp_WO - Prelim Only.Docx

CITY OF BELVIDERE, ILLINOIS

ORDINANCE

AN ORDINANCE AUTHORIZING A LOAN FROM THE CITY OF BELVIDERE GENERAL FUND TO THE WATER & SEWER FUND FOR DESIGN ENGINEERING OF THE WWTP UPGRADES TO MEET ELIGIBILITY REQUIREMENTS OF THE WATER POLLUTION CONTROL LOAN PROGRAM.

PASSED AND ADOPTED

BY THE CITY COUNCIL

OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE DAY OF OCTOBER 2025

APPROVED BY THE

MAYOR OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE DAY OF OCTOBER 2025

ORDINANCE NO.

AN ORDINANCE AUTHORIZING AN INTRA FUND LOAN FROM THE CITY OF BELVIDERE GENERAL FUND TO THE WATER & SEWER FUND FOR DESIGN ENGINEERING OF THE WWTP UPGRADES TO MEET ELIGIBILITY REQUIREMENTS OF THE WATER POLLUTION CONTROL LOAN PROGRAM.

WHEREAS, the City of Belvidere (the City) operates a Waste Water Treatment Plant (the WWTP) for the benefit of its residents; and

WHEREAS, the City operates a combined water and sewer system (the Combined System) within the meaning of Division 139 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-139-1 et seq.); and

WHEREAS, it is necessary for the City to perform extensive upgrades (the Improvements) to the WWTP to ensure continued efficient operation of the WWTP for its residents and to comply with unfunded mandated upgrades required by the Illinois Environmental Protection Agency (IEPA) and the Federal EPA; and

WHEREAS, the City of Belvidere intends to receive a low interest loan under the Illinois Water Pollution Control Loan Program (WPCLP) administered by IEPA to assist with the costs of Improvements; and

WHEREAS, as a condition precedent to receiving the funding approval under the WPCLP the City must first engage in Design Engineering of the required Improvements; and

WHEREAS, the City desires to engage in two phases of Design Engineering with Phase I being Preliminary Design Engineering which is estimated to require \$1,900,000.00; and

WHEREAS, there currently is insufficient funds in the City's Water and Sewer Fund to finance the Preliminary Design Engineering; and

WHEREAS, the Corporate Authorities of the City of Belvidere wish to provide a no interest loan from the City's General Fund to the Water and Sewer Fund to finance the cost of the Preliminary Design Engineering; and

WHEREAS, the City is a home rule unit of government within the meaning of Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City elects to utilize its home rule authority to loan \$1,900,000.00 from the City's General Fund to the City's Water and Sewer Fund for a period of greater than the current fiscal year, in contravention of Section 8-1-3.1 of the Illinois Municipal Code (65 ILCS 5/8-1-3.1) and for that purpose declares the limitation of any intra fund loan to be of no force and effect; and

WHEREAS, the City's General Fund contains sufficient monies to fund the loan without the need of borrowing money from a bank or lending institution and paying a higher rate of interest to such bank or lending institution.

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 as if fully set forth.

SECTION 2: The City is hereby authorized to transfer and loan \$1,900,000.00 from the General Fund to the City's Water and Sewer fund for purposes of obtaining Preliminary Design Engineering for the Improvements.

SECTION 3: The \$1,900,000.00 (the Principal) of General Fund monies shall constitute a loan (the Loan) from the General Fund to the Water and Sewer Fund for purposes of financing the Preliminary Design Engineering for the Improvements. The loan shall mature on the date, which is ten (10) years after the date that the City transfers the Principal to the Water and Sewer Fund (the Due Date) and any remaining unpaid principal shall be paid upon the earlier of the Due Date or upon receipt of sufficient loan revenue pursuant to the WPCLP.

SECTION 4: The City may prepay the Loan in whole or in part at any time. Any partial prepayment shall be applied against the principal amount owed.

SECTION 5: The Obligation to reimburse the General Fund for the Principal and interest is a limited and special obligation of the Water and Sewer Fund payable solely from revenues from the operation of the Combined System and any loan funds received under the WPCLP. As the Loan and this Ordinance are solely for purposes of internally funding a City Water and Sewer capital improvement, the Loan and this Ordinance may be forgiven and/or repealed in whole or in part by a simple majority of the City's Corporate Authorities. Further, neither the Loan, nor this Ordinance, may be hypothecated or transferred to any other person or entity either in whole nor in part. The Loan and this Ordinance do not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any statutory or constitutional limitation upon indebtedness.

SECTION 6: If a court of competent jurisdiction holds that the loan contemplated herein is beyond the City's authority or otherwise unlawful, the sole remedy shall be the repayment of all monies transferred from the General Fund to the Water and Sewer Fund.

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

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

SECTION 9: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

| Ayes: . | 2 | |
|-----------|-------------------------|----------------------|
| Nays: | (3) | |
| Absent: | * | |
| Passed: | | |
| Approved: | : | |
| | * | |
| | | Mayor Clinton Morris |
| | | |
| ATTEST: | <u> </u> | |
| | City Clerk Erica Bluege | |
| | - | (SEAL) |

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

Belvidere Public Works

Memo

To: Mayor Morris

From: Brent Anderson, Director of Public Works

Date: 9/3/2025

Re: Intersection Review – Willow and Douglas

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

Current Status:

This intersection is unmarked. Douglas tees into Sullivan one block to the north and at Julien Street one block to the south of this intersection. Willow Street stops at Warren Avenue two blocks to the west and ends two blocks to the east. Speed limit is 25 mph.

Traffic Volume:

Based on IDOT's current Traffic Volume Map, the west leg of the intersection has an ADT of 250 (Willow), the east leg of the intersection has an ADT of 100 (Willow), the north leg of the intersection has an ADT of 250 (Douglas) and the south leg of the intersection has an ADT of 225 (Douglas).

Accident History:

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

Pedestrian Activity:

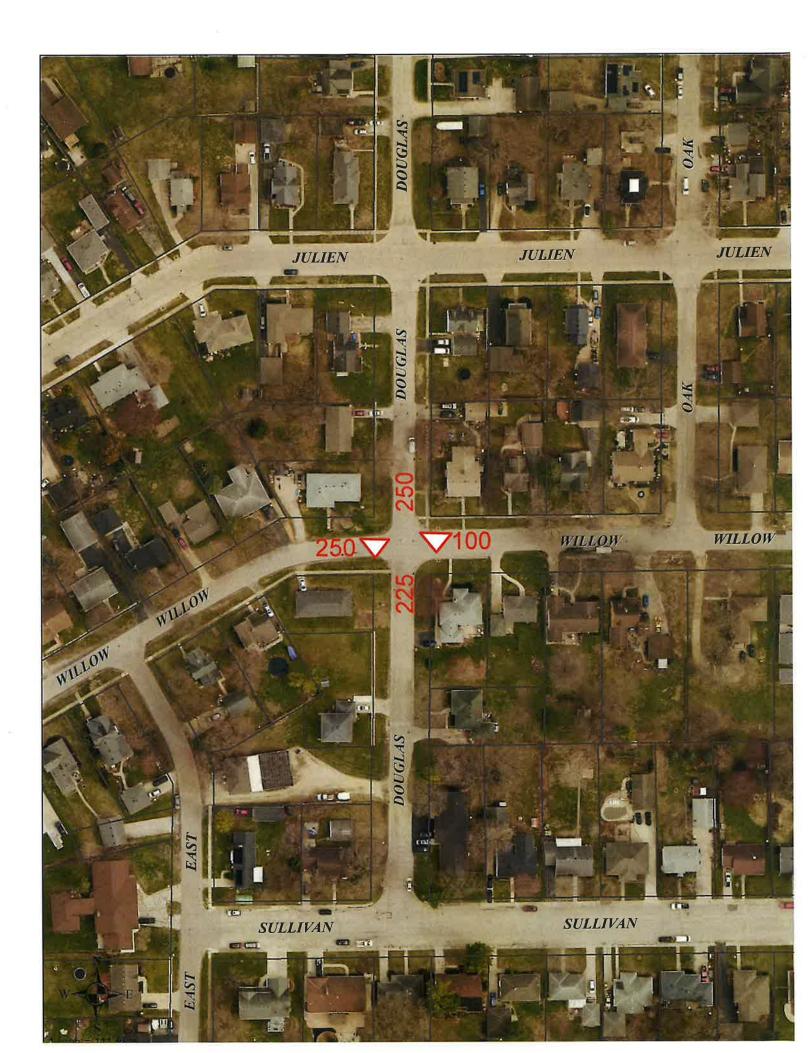
This intersection is located in a residential neighborhood with typical pedestrian activity.

Site Distance:

Two scrub trees in the northwest quadrant right-of-way of this intersection have been removed.

Conclusion:

Based on the above information and IDOT's Manual on Uniform Traffic Control Devices, I would recommend that traffic on Willow Street yield to traffic on Douglas Street.



City of Belvidere

Public Works Department

Memo

To: Mayor and City Council

From: Brent Anderson, Director of Public Works

Date: 9/4/25

Re: Bond Reduction – Irene Road (Kelly Properties)

The current bond amount of \$700,000 for the Irene Road portion of the Kelly Farms Subdivsion may be reduced to \$133,512.00. The reduced amount represents the balance of the Irene Road construction costs to be paid for by IDOT. The bond may be released when the final payment is received from IDOT.

CITY OF BELVIDERE CITY ATTORNEY

Memo

To: Mayor and City Council

From: Mike Drella

CC:

Date: 9/3/2025

Re: Deer Hills I and II / Deer Woods II Forced and Voluntary Annexations

As you know, we recently completed annexation of most of Deer Hills 1 & 2 as well as Deer Woods II. As I explained before there were some lots that were not included in those annexations because their owners had not signed Petitions to Annex, as required by the 2005 Pre-Annexation Agreement, prior to the introduction of the annexation ordinances. These non-compliant owners are divided into two parts. One group has never filed a Petition to Annex and are now wholly surrounded by the City. The second group filed Petitions to late to include in the original annexation ordinance. There is one outlier lot that will be handled separately.

The first ordinance attached is an ordinance utilizing a section of the Municipal Code to annex the non-complaint properties that are wholly surrounded by the City of Belvidere. I recommend adoption of the ordinance to bring those properties into the City, clarify their tax status and treat them equally to the owners who did sign a Petition to Annex in conformance with the 2005 Pre-Annexation Agreement.

The second ordinance will effectuate annexation of the Properties that filed late Petitions to Annex.

Recommended Motion 1: Motion to approve an Ordinance Annexing Certain Properties Commonly Known as 314 Brocket Trl., 318 Brocket Trl., 684 Red Deer Trail and the town homes existing in the Harbour at Beaver Creek to the City of Belvidere pursuant to 65 ILCS 5/7-1-13.

Recommended Motion 2: Motion to approve an ordinance annexing certain property commonly known as 319 Whitetail Trl., 365 Whitetail Trl., 5049 Smokethorn Trl., and 560 Smokethorn Trl. to the City of Belvidere pursuant to 65 ILCS 5/7-1-8.

ORDINANCE

AN ORDINANCE ANNEXING CERTAIN PROPERTIES COMMONLY KNOWN AS 314 BROCKET TRL., 318 BROCKET TRL., 684 RED DEER TRAIL, AND A PORTION OF THE HARBOUR AT BEAVER CREEK, BOONE COUNTY ILLINOIS TO THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS

WHEREAS, Robert Propst and Melinda Propst are the Owners of certain real property commonly known as 684 Red Deer Trl. Belvidere, Illinois which is legally described in the Attached Exhibit A; and

WHEREAS, Walter James Rakuc is the Owners of certain real property commonly known as 318 Brocket Trl. Belvidere, Illinois which is legally described in the Attached Exhibit A; and

WHEREAS, Eric Xia and Yiyi Wang are the Owners of certain real property commonly known as 314 Brocket Trl. Belvidere, Illinois which is legally described in the Attached Exhibit A; and

WHEREAS, Watermark Development Group LLC of 6735 Vistagreen Way #300, Rockford, Illinois, is the Owner of certain real property commonly known as the Harbor at Beaver Creek constituting a part of PIN 05-20-200-009 which is legally described in the Attached Exhibit A; and

WHEREAS, the properties described in the attached Exhibit A may be referred to herein as the Properties; and

WHEREAS, each of the aforementioned Owners may be jointly referred to herein as the Owners; and

WHEREAS, each of the Properties are wholly surrounded by the corporate boundaries of the City of Belvidere and each of the Properties contains less than sixty (60) acres, and

WHEREAS, each of the Properties are not within the corporate limits of any municipality and each of the Properties are contiguous to the City; and

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

WHEREAS, the City of Belvidere caused notice of its intent to annex the Property to be published in the Boone County Journal, a newspaper of general publication within the territory to be annexed, in compliance with 65 ILCS 5/7-1-13; and

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

WHEREAS, it is in the best interest of the City that each of the Properties be annexed to the City of Belvidere.

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: Each of the Properties described in the attached Exhibit A, which is incorporated herein by this reference, and each of which is further described in the Plats of Annexation attached as Exhibit B, which is also incorporated herein by this reference, are hereby annexed to the City of Belvidere, Boone County, Illinois.
- SECTION 3: Each of the Properties described in the attached Exhibits A and B are hereby incorporated into and made a part of Ward 2 of the City of Belvidere and the boundaries of Ward 2 shall be adjusted accordingly.
- SECTION 4: The City of Belvidere is hereby directed to record, with the Recorder of Deeds for Boone County, Illinois, and file with the Boone County Clerk, a certified copy of this Ordinance, together with the accurate maps of the Territories annexed and appended to the Ordinance as Exhibit B.
- SECTION 5: That all maps, journals and other records of the City be changed accordingly.
- 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: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.
- SECTION 8: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

| Passed by the City Council of the City of Belvidere, 2025. | , Illinois, this day of |
|--|-------------------------|
| Approved: | |
| | Mayor |

| Attest: | | |
|---------|------------|------|
| | City Clerk | |

Ayes: Nays: Absent: Date Approved:

Date Published:
Prepared By / Return To:
Michael S. Drella
City Attorney
City of Belvidere
119 South State Street

Belvidere, Illinois 61008

EXHIBIT A

314 BROCKET TRL BELVIDERE, IL 61008

PIN: 05-21-101-008

Lots 87 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

318 BROCKET TRL BELVIDERE, IL 61008

PIN: 05-21-101-007

Lots 88 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

684 RED DEER TRL BELVIDERE, IL 61008

PIN: 05-16-351-011

Lot 201, as designated upon Plat No. 2 of Deer Hills Subdivision, being a Subdivision of part of the West Half of the Southwest Quarter of Section 16, Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded October 6, 2006, Plat Index File 359-B, as Document No. 2006R11070, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

THE HARBOUR AT BEAVER CREEK

Part of PIN: 05-20-200-009

Part of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian, described as follows:

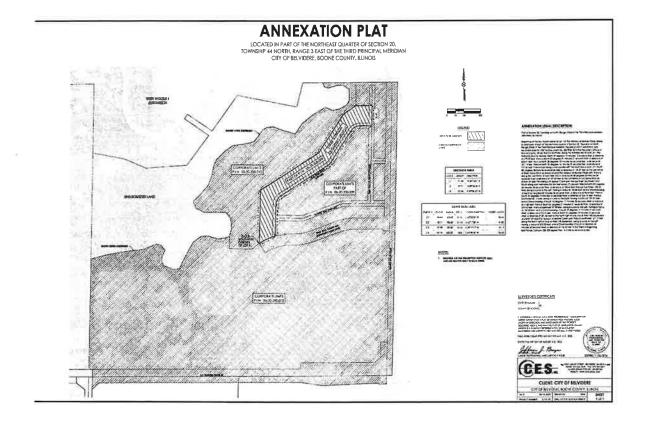
Beginning at the Southwest corner of Lot 1 of The Harbour at Beaver Creek, being a subdivision of part of the Northeast quarter of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian, the plat of which subdivision was recorded June 04, 2007 as Document No. 2007R06153 in the Recorder's Office of Boone County, Illinois; thence Northerly, along the Westerly line of said Lot 1 the following four (4) courses: North 01 degrees 13 minutes 12 seconds East, a distance of 479.35 feet; thence North 57 degrees 21 minutes 21 seconds East, a distance of 624.41 feet; thence North 33 degrees 13 minutes 55 seconds East, a distance of 421.14 feet; thence North 55 degrees 16 minutes 01 seconds East, a distance of 131.45 feet; thence East along a line parallel with the North line of said Lot 1 North 89 degrees 38 minutes 46 seconds East, a distance of 149.21 feet to the centerline of Deer Tracks Drive as shown on said The Harbour at Beaver Creek plat, thence along the centerline of said Deer Tracks Drive South 00 degrees 52 minutes 34 seconds West, a distance of 187.69 feet to the centerline of Eco Spine Drive as shown on said The Harbour at Beaver Creek

plat; thence West, Southwest and South along said centerline for the next seven (7) courses: thence North 89 degrees 06 minutes 45 seconds West, a distance of 103.44 feet; thence Southwest 100.63 feet, along a curve to the Left, having a radius of 100.00 feet, and a Chord bearing of South 62 degrees 03 minutes 35 seconds West, a distance of 96.44 feet; thence South 33 degrees 13 minutes 55 seconds West, a distance of 335.74 feet; thence Southwest 42.11 feet, along a curve to the Right, having a radius of 100.00 feet, and a Chord bearing of South 45 degrees 17 minutes 38 seconds West, a distance of 41.80 feet; thence South 57 degrees 21 minutes 21 seconds West, a distance of 504.93 feet; thence Southwest 97.98 feet, along a curve to the Left, having a radius of 100.00 feet, and a Chord bearing of South 29 degrees 17 minutes 17 seconds West, a distance of 94.11 feet; thence South 01 degrees 13 minutes 12 seconds West, a distance of 281.68 feet to the North right of way line of West Hills Boulevard as shown on said The Harbour at Beaver Creek plat; thence Southwest 157.15 feet along the North right of way of West Hills Boulevard, being a curve to the Left, having a radius of 500.00 feet, and a Chord bearing of South 64 degrees 48 minutes 38 seconds West, a distance of 156.50 feet to the Point of Beginning.

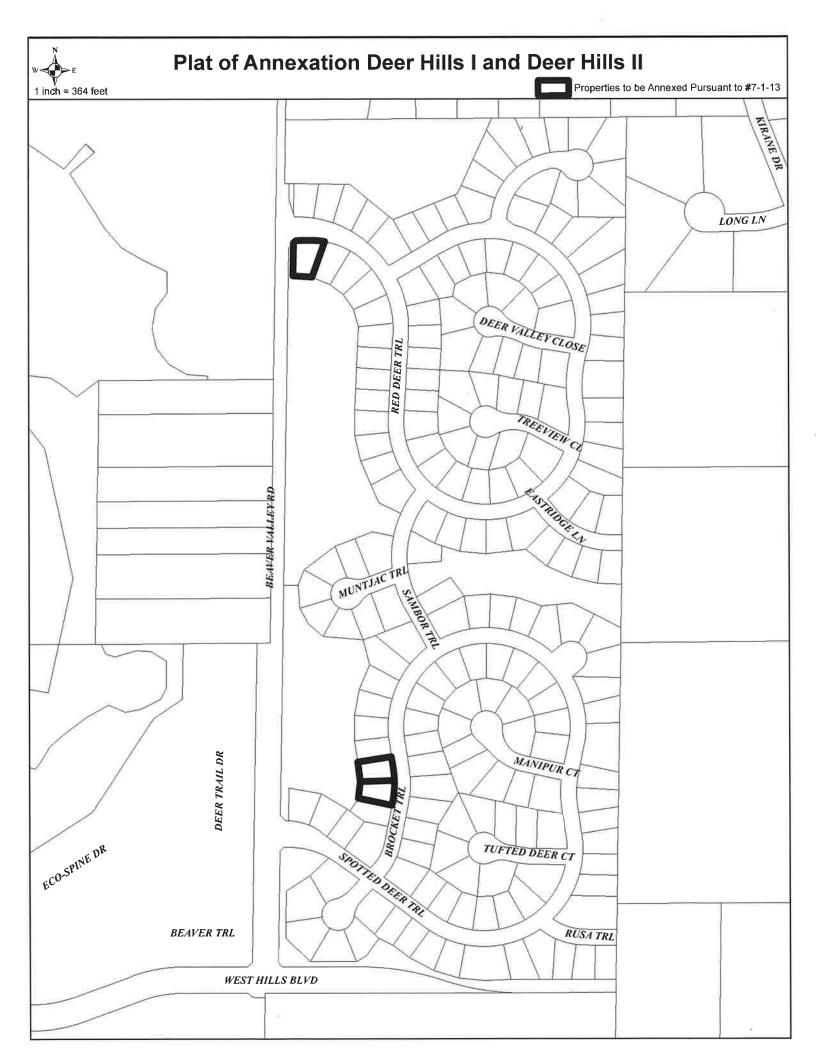
EXHIBIT B

PLAT OF ANNEXATION FOR

THE HARBOUR at BEAVER CREEK



PLAT OF ANNEXATION FOR LOTS 88, 87, and 201 of DEER HILLS I SUBDIVISION



ORDINANCE

AN ORDINANCE ANNEXING CERTAIN TERRITORY
LYING NORTH OF US BUSINESS ROUTE 20, AND
SOUTH OF SQUAW PRAIRIE ROAD CONSISTING OF
CERTAIN LOTS IN THE FINAL PLATS 1 & 2 OF THE DEER HILLS
SUBDIVISIONS AND THE DEER WOODS II SUBDIVISION
TO THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS

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

WHEREAS, at least 51% electors residing in the Territory and all owners of record of land within the Territory have executed Petitions to Annex the Territory to the City; and

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

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

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

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

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

WHEREAS, the is subject to an annexation agreement executed June 15, 2005 and approved by Ordinance 724G; and

WHEREAS, the Territory was rezoned in 2005 pursuant to ordinances 725G, 726G, 727G, 728G, and 806G (the Zoning Ordinances) and such zoning shall continue for the Territory upon annexation as well as all variances, special use ordinances and other actions taken by the City subsequent to adoption of Ordinance 724G; and

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

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

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

SECTION 2: The Territory described in the attached Exhibit A, which is incorporated herein by this reference, and which is further described in the Plat of Annexation attached as Exhibit B, which is also incorporated herein by

this reference, is hereby annexed to the City of Belvidere, Boone County, Illinois.

- SECTION 3: Notwithstanding any other provision of the Belvidere Municipal Code, the Territory shall maintain the zoning and planned unit developments approved by the Zoning Ordinances.
- SECTION 4: The annexed Territory is hereby incorporated into and made a part of Ward 2 of the City of Belvidere and the boundaries of Ward 2 shall be adjusted accordingly.
- SECTION 5: The City Clerk of the City of Belvidere is hereby directed to immediately record, with the Recorder of Deeds for Boone County, Illinois, and file with the Boone County Clerk, a certified copy of this Ordinance, together with the accurate map of the Territory annexed and appended to the Ordinance as Exhibit A. The City Clerk shall also file the affidavit of service of the notices required by 65 ILCS 5/7-7-1 with the Boone County Recorder. The City Clerk shall also file a copy of this Ordinance with all other applicable agencies including but not limited to the Illinois Department of Revenue and the U.S. Postal Service.
- SECTION 6: That all maps, journals and other records of the City be changed accordingly.
- SECTION 7: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.
- SECTION 8: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.
- SECTION: This Ordinance shall be in full force and effect immediately upon its passage and approval.

elvidere, Illinois this 18th day of August,

| Passed by the City Council of the City of B 2025. | 36 |
|---|----|
| Approved: | |
| Clinton Morris, Mayor | _ |

| Attest: | | |
|-----------------|------------|--|
| Erica Bluege, C | Sity Clerk | |
| Ayes: | | |
| Nays: | ě) | |
| Absent: | | |
| Date Passed: | | |
| Date Approved: | • | |
| Date Published: | | |

Prepared By / Return To: Michael S. Drella City Attorney City of Belvidere 401 Whitney Blvd Belvidere, Illinois 61008

EXHIBIT A

1) Lots 23 and 36 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

and

Lots 17 and 26 as designated upon Final Plat of Deer Woods II, being a Subdivision of part of the Southeast Quarter (1/4) of Section 17 and part of the Northeast Quarter (1/4) of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian, according to the Plat thereof recorded October 25, 2005 in Plat index file envelope 334-B as Document No. 2005R12514 in the Recorder's Office of Boone County, Illinois situated in the County of Boone and Sate of Illinois.

2) PINS:

DEER HILLS I

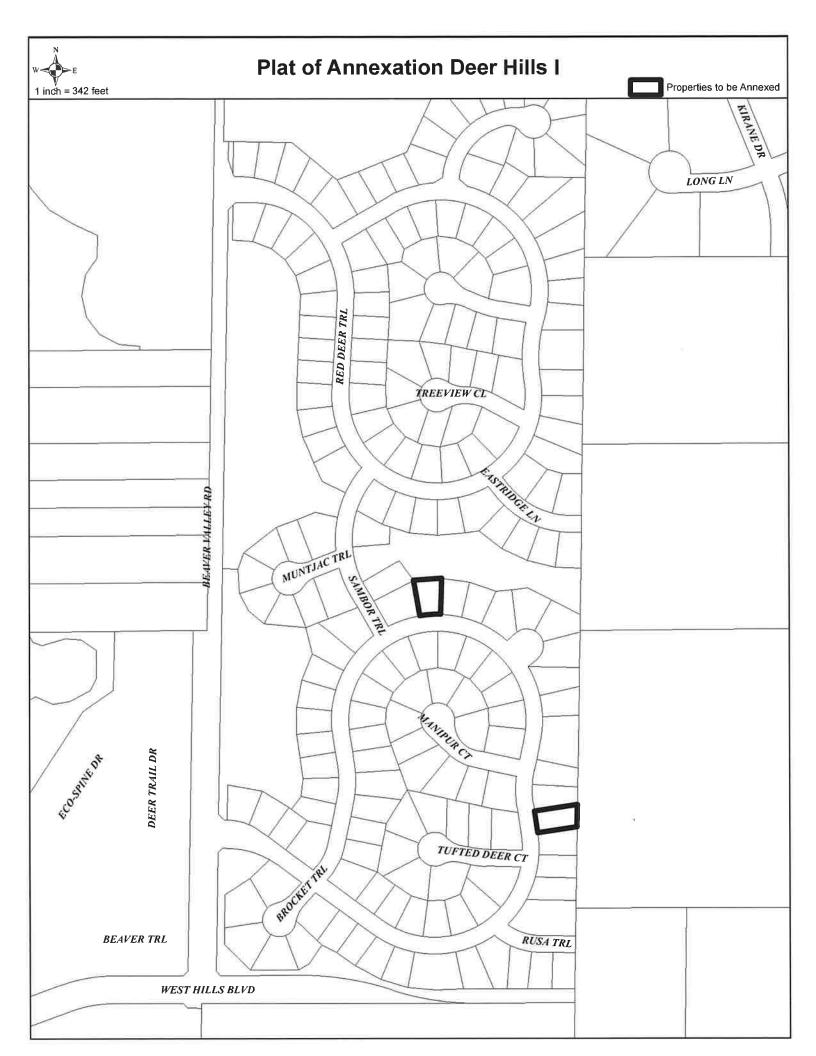
| Lot 23 | 05-21-103-008 | 319 WHITETAIL TRL |
|--------|---------------|-------------------|
| Lot 36 | 05-16-352-003 | 365 WHITETAIL TRL |

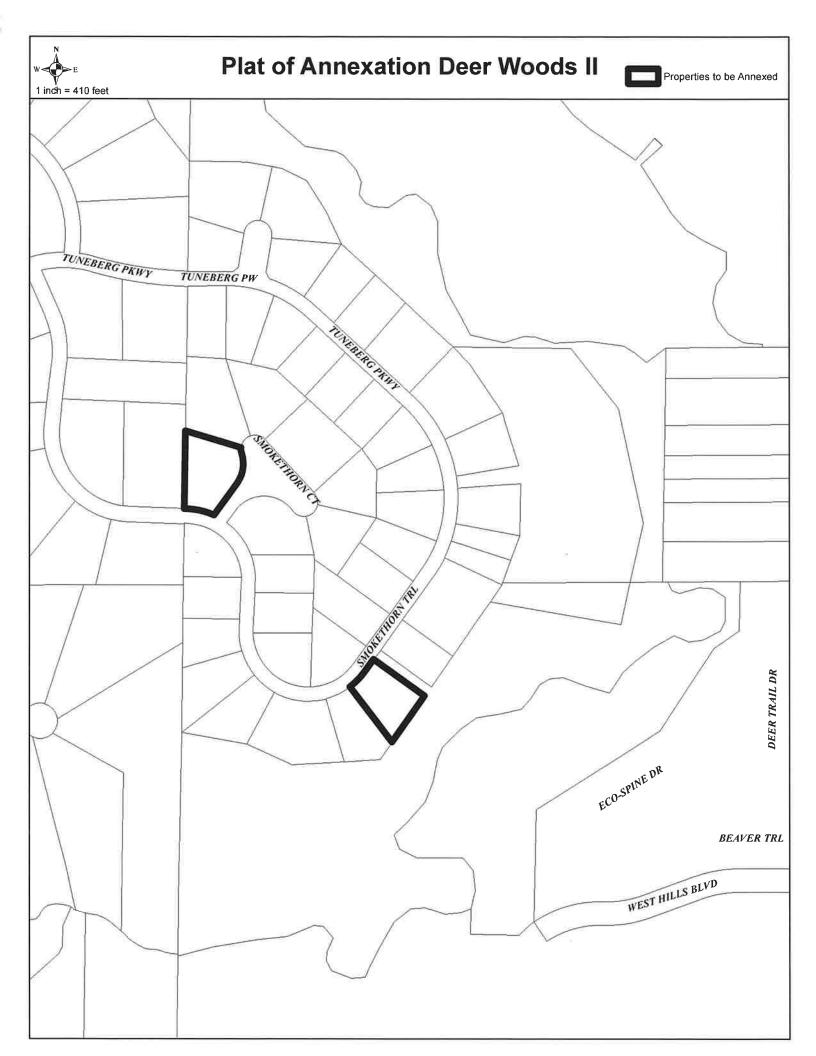
DEER WOODS II

Lot 17 05-20-203-008 5049 SMOKETHORN TRL

Lot 26 05-17-451-012 560 SMOKETHORN CRT

EXHIBIT B







MEMORANDUM

09/03/2025

To: Mayor and Council From: Chief Shawn Schadle Subject: Sale of Engine 103

Engine 103, a 1993 Sutphen, has been in service with the Belvidere Fire Department for 32 years. While it has served the City well, the vehicle is now beyond its useful service life and poses increasing maintenance, safety, and reliability concerns.

Current Condition

- The unit is 32 years old and does not meet current safety standards such as rollover protection, airbags and back up cameras.
- It has 130,000 miles and 14,000 engine hours, representing significant wear.
- The engine has been rebuilt twice and cannot be rebuilt a third time.
- Several mechanical components are wearing out, including the water pump transfer case gears, which would be costly to replace, along with other deteriorating chassis parts.
- Areas of the water pump piping and valving are deteriorating, causing leaks and sending debris into the pump, which will damage it further.

Operational History

Engine 103 was taken out of service in 2017. It was temporarily put back into use in 2022 when another apparatus failed and has since only been used as a backup.

Requested Motion

Motion to authorize the sale of the 1993 Sutphen Engine (103) by any legal means.

Respectfully,

Shawn Schadle

Chief Belvidere Fire Department



MEMORANDUM

09/03/2025

To: Mayor and Council From: Chief Shawn Schadle

Subject: Station 1 & 2 Concrete Memo

Background

The City of Belvidere Fire Department solicited bids under RFP 2025-BFD1 for four separate projects at Fire Station 1 and Fire Station 2. Bids were received from Scandroli Construction and O'Brien Civil Works. Each project was bid separately. These projects were budgeted for in the current capital budget. Due to increases in construction costs greater than expected, we will not be able to complete project 4 due to budgetary constraints.

The projects are as follows:

Project 1: Station 2 Concrete Approach/Apron Replacement

O'Brien Civil Works - \$67,353 Scandroli Construction - \$48,825

Project 2: Station 1 Concrete Approach/Apron Replacement

O'Brien Civil Works - \$59,123 Scandroli Construction - \$37,900

Project 3: Station 2 Trench Drain System Replacement

O'Brien Civil Works - \$38,353 Scandroli Construction - \$36,850

Project 4: Station 2 Apparatus Bay Floor Refinish

Scandroli Construction - \$49,500

Additionally, Scandroli offered a \$1,500 discount if projects 1 and 3 were awarded.

Recommended Motion:

Contract with the low bidder, Scandroli Construction, to complete projects 1 - 3 for a sum of \$122,075 to be paid for with Capital Funds.

Respectfully,

Shawn Schadle

Chief Belvidere Fire Department

TABULATION OF BIDS BELVIDERE FIRE DEPARTMENT

| BELVIDI | BELVIDERE FIRE DEPARTMENT | | | Scandroli Construction | O'Brien Civil Works, INC. |
|---------|---|------------------|------|------------------------|---------------------------|
| RFP 202 | RFP 2025-BFD1 STATION 1 & STATION 2 CONCRETE | | | 1321 Capital Drive | 2963 W. Mud Creek Road |
| Bid Ope | Bid Opening: Belvidere City Council Chambers, 401 Whitney Street, September 3, 2025 at 10:00 AM | 3, 2025 at 10:00 | AM | Rockforrd, IL 61109 | Mt. Morris, IL 61054 |
| Item # | Item # Item Description | Bid Quanity Unit | Unit | Item Total | Item Total |
| _ | Station 2 Concrete Approach/Apron Replacement | 4 | SJ | \$48,825.00 | \$67,353.00 |
| 2 | Station 1 Concrete Approach/Apron Replacement | | ST | \$37,900.00 | \$59,123.00 |
| ω | Station 2 Trench Drain System Replacement | _ | LS | \$36,850.00 | \$38,353.00 |
| 4 | Station 2 Apparatus Bay Floor Refinish | _ | ٦S | \$49,500.00 | |

O'BRIEN CIVIL WORKS, INC. 2963 W. MUD CREEK RD. MT. MORRIS IL 61054

PHONE: 815-734-7722 FAX 815-734-7723

office@obriencw.com PROPOSAL

To:

City of Belvidere

Contact:

Fire Chief

Address:

401 Whitney Blvd.

Shawn Schadle

Belvidere, IL 61008

Office

815-298-1361

Project Name:

RFP No. 2025-BFD1

Fire Station Concrete Project 1: Station 2 Concrete Approach/Apron

Replacement

Email

sschadle@belviderefire.com

Project Location: Station 2 - 353 E. 6th Str., Belvidere, IL

Bid Proposal = Lump Sum \$67,353.00

Work shall include all labor and materials per RFP No. 2025 BFD1 supplied and attached. Work to be completed within one (1) week period of time and by November 1, 2025.

No subcontractors; no technical support; no warranties.

Notes:

- All prevailing wage requirements will be met
- All IDOT insurance requirements will be met
- This proposal is good for 30 days

Payment Terms:

All compensation due in full upon completion

2% Monthly Service Charges on Account Balances after 30 days.

| ACCEPTED: | CONFIRMED: |
|---|---------------------------|
| The above prices, specifications and conditions are satisfactory and are hereby accepted. | O'Brien Civil Works, Inc. |
| Owner/Contractor: | |
| Signature: | Authorized Signature: |
| Date of Acceptance: | Date: 8 37 25 / |

O'BRIEN CIVIL WORKS, INC. 2963 W. MUD CREEK RD. **MT. MORRIS IL 61054**

PHONE: 815-734-7722 FAX 815-734-7723

office@obriencw.com **PROPOSAL**

| To | : |
|----|---|
|----|---|

City of Belvidere

Contact:

Fire Chief

Address:

401 Whitney Blvd.

Shawn Schadle

Belvidere, IL 61008

Office

815-298-1361

Project Name:

RFP No. 2025-BFD1

Fire Station Concrete Project 2: Station 1 Concrete Approach/Apron

& Sidewalk Replacement

Email

sschadle@belviderefire.com

Project Location: Station 1 - 123 S. State Str., Belvidere, IL

Bid Proposal = Lump Sum \$59,123.00

Work shall include all labor and materials per RFP No. 2025 BFD1 supplied and attached. Work to be completed within one (1) week period of time and by November 1, 2025.

No subcontractors; no technical support; no warranties.

Notes:

- All prevailing wage requirements will be met
- All IDOT Insurance requirements will be met
- This proposal is good for 30 days

Payment Terms:

All compensation due in full upon completion

2% Monthly Service Charges on Account Balances after 30 days.

| ACCEPTED: | CONFIRMED: |
|---|---------------------------|
| The above prices, specifications and conditions are satisfactory and are hereby accepted. | O'Brien Civil Works, Inc. |
| Owner/Contractor: | |
| Signature: | Authorized Signature: |
| Date of Acceptance: | Date: 8 3 1 7 5 // |

O'BRIEN CIVIL WORKS, INC. 2963 W. MUD CREEK RD. **MT. MORRIS IL 61054**

PHONE: 815-734-7722 FAX 815-734-7723

office@obriencw.com **PROPOSAL**

To:

City of Belvidere

Contact:

Fire Chief

Address:

401 Whitney Blvd.

Shawn Schadle

Belvidere, IL 61008

Office

815-298-1361

Project Name:

RFP No. 2025-BFD1

Fire Station Concrete Project 3: Station 2 Trench Drain System

Replacement

Email

sschadle@belviderefire.com

Project Location: Station 2 - 353 E. 6th Str., Belvidere, IL

Bid Proposal = Lump Sum \$38,353.00

Work shall include all labor and materials to install new ACO KlassikDrain K100 Series (4"wide), complete with: Ductile iron slotted grates, Type 461Q, Load Class E per specifications on RFP No. 2025 BFD1 supplied and attached. Work to be completed within one (1) week period of time and by November 1, 2025.

No subcontractors; no technical support; no warranties.

Notes:

- All prevailing wage requirements will be met
- All IDOT insurance requirements will be met
- This proposal is good for 30 days

Payment Terms:

All compensation due in full upon completion

2% Monthly Service Charges on Account Balances after 30 days.

| ACCEPTED: | CONFIRMED: |
|---|---------------------------|
| The above prices, specifications and conditions | O'Brien Civil Works, Inc. |
| are satisfactory and are hereby accepted. | |
| Owner/Contractor: | |
| Signature: | Authorized Signature: |
| Date of Acceptance: | Date: <u>8</u> 21/25 |





August 29th, 2025

City of Belvidere 401 Whitney Boulevard Belvidere, fL 61008

Attn: City Clerk's Office

RE: Belvidere RFP-Fire Station Concrete Projects

Dear Mr. or Mrs.,

Please see the following proposal for the Belvidere Fire Stations Concrete RFP. This proposal is based off a scope sheet dated 8-11-25.

Project #1 Station 2 Concrete approach and apron: \$48,825.00

Project #2 Station 1 Concrete approach and apron: \$37,900.00

Project #3 Station 2 Floor and Drain: \$36,850.00

Project #4 Station 2 Apparatus Bay Floor Refinish: \$49,500.00

If all 3 Station #2 projects are awarded deduct: (-\$3,000.00)

If projects #1 and #3 are awarded deduct: (-\$1,500.00)

Clarifications:

- Work can be completed M-F 7AM to 3PM
- Price subject to Review after 30 days
- The 2 deductive alternates are one or the other not both combined

Exclusions:

- Engineering/Architectural Fees
- Project Phasing
- Sales Tax
- Traffic loops if any in concrete
- Permits
- City/State ROW Bond
- Project Bonds
- Private Utilities/private utility locate
- Material Testing
- Additional Insurance beyond Scandroli Standard
- Unsuitable soils
- Subsurface foundations
- Rock Excavation
- Bollards

Very truly yours, Scandroli Construction Co.

Gacob Lenox Project Manager



MEMORANDUM

09/04/2025

To: Mayor and Council From: Chief Shawn Schadle

Subject: RFP 2025-BFD1 Station 1 and 2 Concrete

Summary

As part of RFP 2025-BFD1, only one bid was received for Project 4 – Station 2 Apparatus Bay Floor Refinish:

Scandroli Construction – \$49,500.00

To ensure competitive pricing and appropriate funding, I recommend rejecting the sole bid and rebidding the project at a later date.

Recommended Motion

Motion to reject the bid from Scandroli Construction in the amount of \$49,500.00 for Project 4 – Station 2 Apparatus Bay Floor Refinish.

Respectfully,

Shawn Schadle

Chief Belvidere Fire Department