

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
AGENDA

June 1, 2026

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

(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 May 18, 2026; as presented.

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Approval of Minutes of the regular Committee of the Whole – Public Safety and Finance and Personnel of May 26, 2026; as presented.

(9) Unfinished Business:

(A) Ord. #765H – 2nd Reading: An Ordinance Granting a Special Use for a Planned Development within the GI, General Industrial District (1140 W. Locust Street).

(10) New Business:

- (A) Ord. #766H – 1st Reading: An Ordinance Authorizing the Execution of an Intergovernmental Agreement with the Belvidere Township Park District Transferring the Santa Clause House.
- (B) Res. #2026-17: A Resolution Authorizing the Execution of a Redevelopment Agreement Between the City of Belvidere and DFA Dairy Brands Ice Cream LLC.

Motions forwarded from Committee of the Whole – Public Safety, Finance & Personnel of May 26, 2026.

Motions of Public Safety - Chairman Rory Peterson.

- (A) Motion to approve the renewal of the First Due software platform subscription in the amount of \$18,979.27, to be paid from budget line item 01-5-220-7020.

Motions of Finance – Chairwoman Wendy Frank.

- (B) Motion to consent to the appointment of Jordan Keck as the Director of Public Works effective June 8, 2026.

Motions of Public Works – Chairwoman Sandra Gramkowski.

- (C) Motion to approve the proposal from JSV Landscaping LLC, in the amount of \$455.00 per mowing, for the mowing of Water Department Sites. This work will be paid for from Water Department Line Item #61-5-810-6040.
- (D) Motion to approve the proposal from JSV Landscaping LLC, in the amount of \$2,931.20 per mowing, for the mowing of the Public Works Sites. This work will be paid from Street Department Line Item #01-5-310-6002.
- (E) Motion to approve the proposal from JSV Landscaping LLC, in the amount of \$723.52 per mowing, for the Farmington Ponds. This work will be paid from the Farmington Pond Maintenance Fund.
- (F) Motion to approve the low bid from DPI Construction, in the amount of \$389,459.78, for the Logan Avenue Water Main Replacement Project. This work will be paid for from the Water Depreciation Account, Line Item #61-1780.

(G) Motion to approve the low bid from Curran Contracting, in the amount of \$245,000.00, for the Phase 3 Sanitary Manhole Adjustment Project. This work will be paid for from Capital Funds.

(H) Motion to waive the bidding process as it relates to the WWTP Thickening Centrifuge Repair.

(I) Motion to approve the proposal from Centrisys for factory repairs to the thickening centrifuge at the WWTP at a cost not-to-exceed \$45,241.00. This work will be paid for from the Sewer Depreciation Account #61-1790.

(11) Other:

(A) Executive Session pursuant to Section 2(c)(2) of the Open Meetings Act to Discuss Collective Bargaining Matters.

(12) Adjournment:

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
MINUTES

Date: May 18, 2026

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

Call to order by Mayor Morris.

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

Absent: None.

Other staff members in attendance:

Public Works Director Brent Anderson, Assistant Public Works Director Jordan Keck,
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, City Treasurer Mary Volkey 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
May 4, 2026, as presented.

Motion by Ald. Hoiness, 2nd by Ald. Albertini to approve the minutes of the regular
meeting of the Belvidere City Council of May 4, 2026. Aye voice vote carried. Motion
carried.

(5) Public Hearing: None.

Belvidere City Council

May 18, 2026

(6) Special Messages and Proclamations:

(A) American Legion Family Day Proclamation.

(B) America250 Resolution.

Mayor Morris presented the American Legion Family Day Proclamation and the America250 Resolution to Geno Kuhnwald, Commander of American Legion Boone Post 77.

(C) Ida Public Library Director Mindy Long presented an update.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$1,761.694.95
Water & Sewer Fund Expenditures: \$ 990,837.55

Motion by Ald. Peterson, 2nd by Ald. Hoiness to approve the General & Special Fund Expenditures in the amount of \$1,761.694.95. Roll call vote: 10/0 in favor. Ayes: Albertini, Brereton, Fleury, Frank, Gramkowski, Hoiness, McGee, Montalbano, Peterson and Stevens. Ayes: None. Motion carried.

Motion by Ald. Hoiness, 2nd by Ald. Stevens to approve the Water & Sewer Fund Expenditures in the amount of \$990,837.55. Roll call vote: 10/0 in favor. Ayes: Brereton, Fleury, Frank, Gramkowski, Hoiness, McGee, Montalbano, Peterson, Stevens and Albertini. Nays: None. Motion carried.

(8) Committee Reports and Minutes of City Officers:

- (A) Monthly Report of Belvidere Police Department Overtime Pay for April 2026.
- (B) Monthly Report of Belvidere Fire Department Overtime Pay for April 2026.
- (C) Monthly Report of Community Development Department/Planning Department for April 2026.
- (D) Monthly Report of Building Department Revenues, Residential Building Permits, Commercial Permits and Case Reports for April 2026.
- (E) FY2026 Report of Building Department Revenues, Residential Building Permits.
- (F) Monthly Financial Report for April 2026.
- (G) Monthly General Fund Report for April 2026.
- (H) Monthly Water/Sewer Report for April 2026.
- (I) No Donation Report for April 2026.
- (J) Minutes of Planning and Zoning Commission May 12, 2026.

Let the record show these reports were placed on file.

- (K) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of May 11, 2026.

Motion by Ald. Montalbano, 2nd by Ald. Hoiness to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of May 11, 2026. Aye voice vote carried. Motion carried.

(9) Unfinished Business:

(A) Ord. #764H – 2nd Reading: An Ordinance Amending Appendix A of the Belvidere Municipal Code to Modify Sewer Rates.

Motion by Ald. Hoiness, 2nd by Ald. Montalbano to pass Ord. #764H. Roll call vote: 9/1 in favor. Ayes: Fleury, Frank, Gramkowski, Hoiness, McGee, Montalbano, Peterson, Stevens and Albertini. Nays: Brereton. Motion carried.

(10) New Business:

(A) Ord. #765H – 1st Reading: An Ordinance Granting a Special Use for a Planned Development within the GI, General Industrial District (1140 W. Locust Street).

Let the record show Ordinance #765H was placed on file for first reading.

(B) Res. #2026-16: A Resolution of the City of Belvidere in Support of Municipal Housing Authority.

Motion by Ald. Peterson, 2nd by Ald. Frank to adopt Res. #2026-16. Roll call vote: 10/0 in favor. Discussion took place regarding the BUILD Act and how it strips municipalities from having authority to make decisions related to building, planning and zoning matters. Discussion took place regarding the BUILD Act being a one size fits all approach without taking into consideration the different needs and concerns of communities nor the negative impact it could have on services the City provides to its residents. Ayes: Frank, Gramkowski, Hoiness, McGee, Montalbano, Peterson, Stevens, Albertini, Brereton and Fleury. Nays: None. Motion carried.

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of May 11, 2026.

(A) Motion to consent to and approve the appointment of Mr. Daniel Druckrey to the Belvidere Planning and Zoning Commission for a five-year term, ending in May 2031. Roll call vote: 10/0 in favor. Ayes: Gramkowski, Hoiness, McGee, Montalbano, Peterson, Stevens, Albertini, Brereton, Fleury and Frank. Nays: None. Motion carried.

- (B) Motion to consent to and approve the appointment of Mr. Arthur Hyland to the Belvidere Planning and Zoning Commission for a five-year term, ending in May 2031. Roll call vote: 10/0 in favor. Ayes: Hoiness, McGee, Montalbano, Peterson, Stevens, Albertini, Brereton, Fleury, Frank and Gramkowski. Nays: None. Motion carried.
- (C) Motion to consent to and approve the appointment of Ms. Kimberly Coniglio to the Belvidere Historic Preservation Commission for a three-year term, ending April 30, 2029. Roll call vote: 10/0 in favor. Ayes: McGee, Montalbano, Peterson, Stevens, Albertini, Brereton, Fleury, Frank, Gramkowski and Hoiness. Nays: None. Motion carried.
- (D) Motion to consent to and approve the appointment of Ms. Sonya Dobberfuhl to the Belvidere Historic Preservation Commission for a three-year term, ending April 30, 2029. Roll call vote: 10/0 in favor. Ayes: Montalbano, Peterson, Stevens, Albertini, Brereton, Fleury, Frank, Gramkowski, Hoiness and McGee. Nays: None. Motion carried.
- (E) Motion to approve the proposal from Hampton, Lenzini & Renwick, in an amount not-to-exceed \$3,600.00, to complete the FRA Railroad Crossing Elimination Program grant application for the Appleton Road Grade Separation Project. This work will be paid for from Line Item #41-5-110-8025. Roll call vote: 10/0 in favor. Ayes: Peterson, Stevens, Albertini, Brereton, Fleury, Frank, Gramkowski, Hoiness, McGee and Montalbano. Nays: None. Motion carried.
- (F) Motion to approve the proposal from Testing Service Corporation, in the amount of \$22,750.00, to complete material testing for the Parking Lot #7 Expansion and Enhancement Project. This work will be paid for from grant funds and capital funds. Roll call vote: 9/1 in favor. Ayes: Stevens, Albertini, Fleury, Frank, Gramkowski, Hoiness, McGee, Montalbano and Peterson. Nays: Brereton. Motion carried.
- (G) Motion to approve the purchase of the 2026 John Deere 190G FT4 Excavator from West Side Tractor Sales in the amount of \$345, 532.85. This includes the trade-in of the 1999 Komatsu Excavator. The equipment will be paid for from capital funds. Roll call vote: 10/0 in favor. Ayes: Albertini, Brereton, Fleury, Frank, Gramkowski, Hoiness, McGee, Montalbano, Peterson and Stevens. Nays: None. Motion carried.
- (H) Motion to approve the purchase of the 2026 John Deere 60 P Mini Excavator from West Side Tractor Sales in the amount of \$140,446.49. This equipment will be paid for from capital funds. Discussion took place regarding what is being done with the old excavator. Roll call vote: 10/0 in favor. Ayes: Brereton, Fleury, Frank, Gramkowski, Hoiness, McGee, Montalbano, Peterson, Stevens and Albertini. Nays: None. Motion carried.

- (I) Motion to appoint Craig Wilcox Director of Buildings effective June 6, 2026, at the compensation and benefits outlined in the City of Belvidere Personnel Manual and the Mayor's May 7, 2026, memo. Discussion took place regarding the paid vacation offered not following the personnel manual and the possible precedent it could set. It was noted the salary being offered was adjusted to offset the vacation. Discussion took place regarding Mr. Wilcox being the only employee within the department qualified to take the position. Motion by Ald. Brereton, 2nd by Ald. Gramkowski to amend the motion and change the 8 weeks paid vacation to 4 weeks paid vacation. Discussion took place regarding the amendment. Roll call vote on amendment: 2/8 in favor: Ayes: Gramkowski and Brereton. Nays: Fleury, Frank, Hoiness, McGee, Montalbano, Peterson, Stevens and Albertini. Motion failed. Roll call vote on original motion: 8/2 in favor. Ayes: Frank, Hoiness, McGee, Montalbano, Peterson, Stevens, Albertini and Fleury. Nays: Gramkowski and Brereton. Motion carried.

(11) Adjournment:

Motion by Ald. Frank, 2nd by Ald. Albertini to adjourn meeting at 7:05p.m. Aye voice vote carried. Motion carried.

Mayor

Attest:

City Clerk

Minutes
Committee of the Whole
Public Safety and Finance and Personnel
May 26, 2026
6:00 p.m.

Date: May 26, 2026

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

Call to Order – Mayor Clinton Morris:

Roll Call:

Present: J. Albertini, M. Fleury, W. Frank, J. Hoiness, M. McGee,
C. Montalbano, R. Peterson and C. Stevens.

Absent: R. Brereton and S. Gramkowski.

Other staff members in attendance:

Public Works Director Brent Anderson, Assistant Public Works Director Jordan Keck, Deputy Chief of Police David Bird, Fire Chief Shawn Schadle, City Attorney Mike Drella, City Treasurer Mary Volkey and City Clerk Erica Bluege.

Public Comment: None.

Mayor Morris extended his thanks for those who attended the Memorial Day Parade and thanked members of City Council who served in the military.

Mayor Morris informed City Council that Dutch Bros. is moving forward with construction.

Public Forum:

1. Proclamation Honoring Brent Anderson for 42 Years of Dedicated Service.

Mayor Morris presented Public Works Director Brent Anderson with a proclamation thanking him for the many years of service to the City and wished him the best on his retirement.

2. Perry School Proclamation.

Mayor Morris stated he hopes to present the Perry School Proclamation at another time and reminded City Council of the Open House the school is having before it closes on May 27, 2026, from 4-6pm.

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.

2. Public Safety, New Business:

(A) Police Department – Update.

Deputy Chief David Bird presented an update.

(B) Fire Department – Update.

Fire Chief Shawn Schadle presented an update.

(C) First Due Fire Service Management Platform Renewal.

Motion by Ald. Stevens, 2nd by Ald. Peterson to approve the renewal of the First Due software platform subscription in the amount of \$18,979.27, to be paid from budget line item 01-5-220-7020. Discussion took place regarding it being a one-year renewal. Aye voice vote carried. Motion carried.

3. Finance & Personnel, Unfinished Business: None.

4. Finance & Personnel, New Business:

(A) Appointment of Public Works Director.

Motion by Ald. Fleury, 2nd by Ald. Albertini to consent to the appointment of Jordan Keck as the Director of Public Works effective June 8, 2026. Aye voice vote carried. Motion carried.

(B) City/County Coordinating Committee.

Mayor Morris informed City Council that Alderman Montalbano, Alderman Peterson and Alderwoman Frank have been appointed to the reinstated City-County Coordinating Committee and that it will meet quarterly.

5. Other, Unfinished Business: None.

6. Other, New Business:

(A) Intergovernmental Agreement with Belvidere Park District – Santa House.

Motion by Ald. Hoiness, 2nd by Ald. Montalbano to approve the Intergovernmental Agreement with the Belvidere Township Park District to transfer possession and ownership of the Santa Clause House. Aye voice vote carried. Motion carried.

(B) DFOA TIF Redevelopment Agreement.

Motion by Ald. Peterson, 2nd by Ald. Hoiness to approve and authorize the execution of the Redevelopment Agreement between the City of Belvidere and DFA Dairy Brands Ice Cream, LLC and to authorize the Mayor to execute a future amendment to the Redevelopment Agreement to provide additional funds for the project not to exceed additional TIF funds actually received from the Kishwaukee River Redevelopment Area. Discussion took place regarding the memo and how the date in the third paragraph should read January 1, 2028. Discussion took place about going after grants on behalf of DFA to help them fund the project. Discussion took place regarding DFA possibly being the oldest employer in Belvidere and how it is the oldest operating ice cream plant in the United States, with sections of the plant being from the 1800s. Aye voice vote carried. Motion carried.

(C) 2026 Mowing Program.

Motion by Ald. Hoiness, 2nd by Ald. Montalbano to approve the proposal from JSV Landscaping LLC, in the amount of \$455.00 per mowing, for the mowing of Water Department Sites. This work will be paid for from Water Department Line Item #61-5-810-6040. Aye voice vote carried. Motion carried.

Motion by Ald. Montalbano, 2nd by Ald. Peterson to approve the proposal from JSV Landscaping LLC, in the amount of \$2,931.20 per mowing, for the mowing of the Public Works Sites. This work will be paid from Street Department Line Item #01-5-310-6002. Aye voice vote carried. Motion carried.

Motion by Ald. Albertini, 2nd by Ald. Hoiness to approve the proposal from JSV Landscaping LLC, in the amount of \$723.52 per mowing, for the Farmington Ponds. This work will be paid from the Farmington Pond Maintenance Fund. Discussion took place regarding the mowing occurring on an as needed basis. Aye voice vote carried. Motion carried.

(D) Logan Avenue Water Main Replacement Project – Bid Tabulation.

Motion by Ald. Stevens, 2nd by Ald. Hoiness to approve the low bid from DPI Construction, in the amount of \$389,459.78, for the Logan Avenue Water Main Replacement Project. This work will be paid for from the Water Depreciation Account, Line Item #61-1780. Aye voice vote carried. Motion carried.

(E) Sanitary Sewer Manhole Adjustment Phase 3 – Bid Tabulation.

Motion by Ald. Albertini, 2nd by Ald. Montalbano to approve the low bid from Curran Contracting, in the amount of \$245,000.00, for the Phase 3 Sanitary Manhole Adjustment Project. This work will be paid for from Capital Funds. Discussion took place regarding the timeline of the project with it noted that it should be completed prior to the start of next school year. Aye voice vote carried. Motion carried.

(F) WWTP Thickening Centrifuge Repair.

Motion by Ald. Peterson, 2nd by Ald. Stevens to waive the bidding process as it relates to the WWTP Thickening Centrifuge Repair. Discussion took place regarding Centrisys doing factory repairs and they are the only ones known of that can make the repair. Aye voice vote carried. Motion carried.

Motion by Ald. Hoiness, 2nd by Ald. Montalbano to approve the proposal from Centrisys for factory repairs to the thickening centrifuge at the WWTP at a cost not-to-exceed \$45,241.00. This work will be paid for from the Sewer Depreciation Account #61-1790. Discussion took place regarding the Waste Water Treatment Plant operating with only one thickening centrifuge and the strain that puts on it. Aye voice vote carried. Motion carried.

(G) Executive Session Pursuant to Section 2(c)(2) of the Open Meeting Act to Discuss Collective Bargaining Matters.

Executive Session not needed. City Council did not enter into Executive Session.

7. Adjournment:

Motion by Ald. Albertini, 2nd by Ald. Hoiness to adjourn the meeting at 6:48p.m. Aye voice vote carried. Motion carried.

Mayor

Attest: _____ City Clerk

ORDINANCE NO. 765H

**AN ORDINANCE GRANTING A SPECIAL USE
FOR A PLANNED DEVELOPMENT
WITHIN THE GI, GENERAL INDUSTRIAL DISTRICT
(1140 W. Locust 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, Dan Mickey, 1140 W. Locust Street, Belvidere, IL 61008 on behalf of the property owner, Central Commodities, LTD, 1140 W. Locust Street, Belvidere, IL 61008 is requesting a special use for a planned development to construct an additional grain bin on the eastern side of the property 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 May 12, 2026 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 GI, General Industrial District for a planned development on the property depicted in Attachment A and legally described as:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF WEST LOCUST STREET, 30 RODS EASTERLY OF

THE INTERSECTION OF SAID WEST LOCUST STREET WITH THE SECTION LINE RUNNING NORTH AND SOUTH BETWEEN SECTIONS 34 AND 35 IN SAID TOWNSHIP; THENCE SOUTH 89 DEGREES 11 MINUTES 42 SECONDS EAST, 426.80 FEET, ALONG SAID SOUTH RIGHT OF WAY LINE, TO THE NORTHWEST CORNER OF BLOCK 4 IN COLUMBIA SUBDIVISION, THE PLAT OF WHICH IS RECORDED IN BOOK 2 OF PLATS, PAGE 31; THENCE SOUTH 00 DEGREES 55 MINUTES 02 SECONDS EAST, 424.05 FEET, ALONG THE WEST LINE OF SAID BLOCK 4, TO THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTH 84 DEGREES 07 MINUTES 03 SECONDS WEST, 342.80 FEET, ALONG A LINE PARALLEL WITH AND 40.0 FEET PERPENDICULAR DISTANT FROM THE CENTERLINE OF THE MAIN TRACK OF SAID CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTH 01 DEGREES 00 MINUTES 18 SECONDS EAST, 464.77 FEET, TO THE POINT OF BEGINNING, ALL IN THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS.

ALSO:

BLOCKS 3 AND 4 IN COLUMBIA SUBDIVISION, THE PLAT OF WHICH IS RECORDED IN BOOK 2 OF PLATS, PAGE 31, IN THE BOONE COUNTY RECORDER'S OFFICE, ALONG WITH VACATED TRENTON AVENUE, AND THE WEST HALF OF VACATED PARKER AVENUE, SOUTH OF THE SOUTH RIGHT OF WAY LINE OF SAID WEST LOCUST STREET, AND NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, ALL IN THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS.

ALSO:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: A 15.00 FEET WIDE PARCEL, THE SOUTH LINE BEING 25.0 FEET NORTH OF AND PARALLEL WITH, THE CENTERLINE OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THE NORTH LINE OF SAID 15.00 FEET WIDE PARCEL, BEING 40.0 FEET NORTH OF AND PARALLEL WITH, THE CENTERLINE OF SAID MAIN TRACK; EAST OF THE EAST RIGHT OF WAY LINE OF STONE QUARRY ROAD- NOW APPLETON ROAD; WEST OF THE WEST RIGHT OF WAY LINE OF COLUMBIA AVENUE, EXCEPT THE EAST 100.00 FEET THEREOF, ALSO DESCRIBED IN DEED DOCUMENT NUMBER 2013R08485, ALL IN THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS.

SAID PARCEL CONTAINS 353,502 SQUARE FEET OR 8.115 ACRES MORE OR LESS. PIN: 05-35-102-019

Is hereby approved, subject to the following conditions:

1. The Planned Development shall be developed in substantial conformance with the site plan dated April 14, 2026. Attachment B.
- 2.
3. 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.
4. The planned development is granting only the following flexible standards: Section 150.105(C)(8)(G)(2)(D) Minimum Building Separation: reducing the separation area from 40 feet to 11.25 feet and Section 150.105(C)(8)(G)(2)(E) Maximum Building Height: increasing the allowing building height from 45 feet to 112 feet.

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 _____, 2026.

APPROVED by the Mayor of the City of Belvidere this ____ day of _____, 2026.

Clinton Morris, Mayor

ATTEST:

Erica Bluege, City Clerk

Ayes: _____ Nays: _____ Absent: _____

City Council Members Voting Aye: _____

City Council Members Voting Nay: _____

Date Published:

MEMO

DATE: May 13, 2026
TO: Mayor and Members of the City Council
FROM: City of Belvidere Planning and Zoning Commission
SUBJECT: Recommendation for Case: 2026-07; Mickey (SU), 1140 W. Locust Street

REQUEST AND LOCATION:

The applicant, Dan Mickey, 1140 W. Locust Street, Belvidere, IL 61008 on behalf of the property owner, Central Commodities, LTD, 1140 W. Locust Street, Belvidere, IL 61008 is requesting a special use to permit a planned development on approximately 8 acres in the GI, General Industrial District at 1140 W. Locust Street, Belvidere, IL 61008. The planned development will allow for the following departures: Section 150.105(C)(8)(G)(2)(D) Minimum Building Separation: reducing the separation area from 40 feet to 11.25 feet; Section 150.105(C)(8)(G)(2)(E) Maximum Building Height: increasing the allowing building height from 45 feet to 112 feet and Section 150.904 Special Use Review and Approval Procedures. The planned development is being requested in order to construct an additional grain bin on the eastern side of the property. The property is irregular in shape and currently developed with a grain elevator. PIN: 05-35-102-019.

RECOMMENDATION:

The planning and zoning commission recommended the **approval** of case number **2026-07** for a special use for a planned development at 1140 W. Locust Street subject to the following conditions:

1. The Planned Development shall be developed in substantial conformance with the site plan dated April 14, 2026.
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: Section 150.105(C)(8)(G)(2)(D) Minimum Building Separation: reducing the separation area from 40 feet to 11.25 feet and Section 150.105(C)(8)(G)(2)(E) Maximum Building Height: increasing the allowing building height from 45 feet to 112 feet.

Motion to approve case 2026-07; Mickey (SU), 1140 W. Locust Street subject to the conditions as presented carried with a (6-0) roll call vote.

Gary Greenhow, Vice Chairman
Belvidere Planning and Zoning Commission

MEMO

DATE: May 13, 2026
TO: Mayor and Members of the City Council
FROM: City of Belvidere Planning and Zoning Commission
SUBJECT: Findings of Fact for Case: 2026-07; Mickey (SU), 1140 W. Locust Street

REQUEST AND LOCATION:

The applicant, Dan Mickey, 1140 W. Locust Street, Belvidere, IL 61008 on behalf of the property owner, Central Commodities, LTD, 1140 W. Locust Street, Belvidere, IL 61008 is requesting a special use to permit a planned development on approximately 8 acres in the GI, General Industrial District at 1140 W. Locust Street, Belvidere, IL 61008. The planned development will allow for the following departures: Section 150.105(C)(8)(G)(2)(D) Minimum Building Separation: reducing the separation area from 40 feet to 11.25 feet; Section 150.105(C)(8)(G)(2)(E) Maximum Building Height: increasing the allowing building height from 45 feet to 112 feet and Section 150.904 Special Use Review and Approval Procedures. The planned development is being requested in order to construct an additional grain bin on the eastern side of the property. The property is irregular in shape and currently developed with a grain elevator. PIN: 05-35-102-019.

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) (8), General Industrial District, (G)**

2. Non-residential Bulk Requirements

D. Minimum building separation: 15 feet

Due to the layout of the existing grain bins and the grain elevator infrastructure, the applicant is requesting to reduce the minimum building separation requirement to 11.25 feet in order to construct a tenth grain bin to the northeast

- **Article I, Section 150.105 (C) (8), General Industrial District, (G)**

2. Non-residential Bulk Requirements

E. Maximum building height: 45 feet, greater with special use permit

Due to the nature of grain elevators and the existing infrastructure, the applicant is requesting to allow a building height of 112 feet in order to construct a tenth grain bin.

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.**

Although an additional building height of 67 feet may seem imposing, the proposed grain bin will be shorter than others on the property. The reduced building separation of 11.25 feet will still allow maintenance to be conducted on the buildings and is less than four feet narrower than established separation areas between buildings. With nine other grain bins and accessory structures on the property, the tenth one is not expected to create any additional negative impacts.

- 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 "Light Industrial" by the City of Belvidere Comprehensive Plan, adopted May 7, 2024. The Light Industrial map category encourages low-intensity manufacturing, processing, storage, and distribution of goods and materials. Light industrial facilities can also include research and development land uses. Operations within light industrial uses typically have minimal noise and waste issues that require mitigation. The planned development is for the expansion of a commercial grain elevator. Although noise levels from the dryers can be noticeable at times, the operations are not noticeable for a large part of the year.

- 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.**

The addition of a tenth grain bin will not impede the vehicle circulation areas that already exist on the property and will not decrease the total landscape surface ratio below the required 15%. Stormwater management control measures will be put in place to counteract the additional 2,830 square-feet of additional hard surface being installed.

- 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 commercial grain elevator has been in operation for the past 70 years. Many industrial land uses have been built along the railroad. The area of W. Locust Street is developed with a mix of industrial, park space (which has undergone improvements), high density residential and commercial. The two residential properties to the west have the ability to rezone and develop as non-residential in the future.

- 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 subject property is already developed with a gas station that is served with municipal utilities.

- 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.

The additional grain bin is being requested so that the company can adequately store the increase of grain brought in by local farmers. Work shifts and truck traffic is not anticipated to increase dramatically and any significant increase would occur during the harvest season when crops are being transported to the subject property.

The motion to adopt the Findings of Fact as presented by staff for case 2026-07 for a special use for a planned development at 1140 W. Locust Street carried with a (6-0) roll call vote.

Gary Greenhow, Vice 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

April 30, 2026

ADVISORY REPORT

CASE NO: 2026-07

APPLICANT: Mickey (SU)

REQUEST AND LOCATION:

The applicant, Dan Mickey, 1140 W. Locust Street, Belvidere, IL 61008 on behalf of the property owner, Central Commodities, LTD, 1140 W. Locust Street, Belvidere, IL 61008 is requesting a special use to permit a planned development on approximately 8 acres in the GI, General Industrial District at 1140 W. Locust Street, Belvidere, IL 61008. The planned development will allow for the following departures: Section 150.105(C)(8)(G)(2)(D) Minimum Building Separation: reducing the separation area from 40 feet to 11.25 feet; Section 150.105(C)(8)(G)(2)(E) Maximum Building Height: increasing the allowing building height from 45 feet to 112 feet and Section 150.904 Special Use Review and Approval Procedures. The planned development is being requested in order to construct an additional grain bin on the eastern side of the property. The property is irregular in shape and currently developed with a grain elevator. PIN: 05-35-102-019.

EXISTING LAND USE ON SUBJECT PROPERTY AND ADJACENT PROPERTY:

Subject property: Central Grain

Adjacent property:

North: Belvidere Township Park District

South: Railroad

West: Single Family Residential

East: Industrial Buildings

CURRENT ZONING ON SUBJECT PROPERTY AND ADJACENT PROPERTY:

Subject property: GI, General Industrial District

Adjacent property:

North: I, Institutional District, RH, Rural Holding District, MR-8S, Multi-family Residential-8 Small District and SR-6, Single-family Residential-6 District

South and East: GI, General Industrial District

West: MR-8S, Multi-family Residential- 8 Small District

COMPREHENSIVE PLAN ON SUBJECT PROPERTY AND ADJACENT PROPERTY:

Subject property: Light Industrial

Adjacent property:

North: Parks and Open Space

South: Medium Density Residential
East: Light Industrial
West: Low Density Residential

BACKGROUND:

Central Grain Company has been in operation since 1957 and currently stores grain in nine metal bins located at 1140 W. Locust Street in Belvidere. The company is utilized by local farmers and stores mostly corn. With increase demand for corn products and the subsequent increase in production to meet market demands, Central Grain Company is seeking to expand their storage capabilities. The tenth grain bin will be located northeast of the existing nine grain bins and will be 112 feet in height which is approximately 70 feet shorter than some of the existing grain bins on-site. The new bin will be 11.25 feet from the other structures. In 2008, a similar special use was requested and approved allowing for the ninth grain bin to be constructed at 140 in height and 15 feet from other structures.

The two requested deviations are due to the nature of grain elevator operations. Although a certain amount of separation between grain bins is needed in order to allow maintenance and repairs, bins are often located closer than 40 feet from each other in order to allow connectivity between the bins. The requested height increase to 112 feet is less than many of the existing grain bins on-site.

Through the building permit process, items such as stormwater management and structural designs will be reviewed.

TREND OF DEVELOPMENT:

The subject property is located in an established area of Belvidere and is surrounded by a mixture of recreational, residential, commercial and industrial uses. West Locust Street and the Union Pacific Railroad border the subject property. As nearby properties have changed ownership, updates have been made to exterior of buildings and parking areas.

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) (8), General Industrial District, (G)**

2. Non-residential Bulk Requirements

D. Minimum building separation: 15 feet

Due to the layout of the existing grain bins and the grain elevator infrastructure, the applicant is requesting to reduce the minimum building separation requirement to 11.25 feet in order to construct a tenth grain bin to the northeast

- **Article I, Section 150.105 (C) (8), General Industrial District, (G)**

2. Non-residential Bulk Requirements

E. Maximum building height: 45 feet, greater with special use permit

Due to the nature of grain elevators and the existing infrastructure, the applicant is requesting to allow a building height of 112 feet in order to construct a tenth grain bin.

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.

Although an additional building height of 67 feet may seem imposing, the proposed grain bin will be shorter than others on the property. The reduced building separation of 11.25 feet will still allow maintenance to be conducted on the buildings and is less than four feet narrower than established separation areas between buildings. With nine other grain bins and accessory structures on the property, the tenth one is not expected to create any additional negative impacts.

- 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 "Light Industrial" by the City of Belvidere Comprehensive Plan, adopted May 7, 2024. The Light Industrial map category encourages low-intensity manufacturing, processing, storage, and distribution of goods and materials. Light industrial facilities can also include research and development land uses. Operations within light industrial uses typically have minimal noise and waste issues that require mitigation. The planned development is for the expansion of a commercial grain elevator. Although noise levels from the dryers can be noticeable at times, the operations are not noticeable for a large part of the year.

- 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.

The addition of a tenth grain bin will not impede the vehicle circulation areas that already exist on the property and will not decrease the total landscape surface ratio below the required 15%. Stormwater management control measures will be put in place to counteract the additional 2,830 square-feet of additional hard surface being installed.

- 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 commercial grain elevator has been in operation for the past 70 years. Many industrial land uses have been built along the railroad. The area of W. Locust Street is developed with a mix of industrial, park space (which has undergone improvements), high density residential and commercial. The two residential properties to the west have the ability to rezone and develop as non-residential in the future.

- 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 subject property is already developed with a gas station that is served with municipal utilities.

- 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.

The additional grain bin is being requested so that the company can adequately store the increase of grain brought in by local farmers. Work shifts and truck traffic is not anticipated to increase dramatically and any significant increase would occur during the harvest season when crops are being transported to the subject property.

SUMMARY OF FINDINGS:

Although an additional building height of 67 feet may seem imposing, the proposed grain bin will be shorter than others on the property. The reduced building separation of 11.25 feet will still allow maintenance to be conducted on the buildings and is less than four feet narrower than established separation areas between buildings.

With nine other grain bins and accessory structures on the property, the tenth one is not expected to create any additional negative impacts. The addition of a tenth grain bin will not impede the vehicle circulation areas that already exist on the property and will not decrease the total landscape surface ratio below the required 15%. Stormwater management control measures will be put in place to counteract the additional 2,830 square-feet of additional hard surface being installed. Work shifts and truck traffic is not anticipated to increase dramatically and any significant increase would occur during the harvest season when crops are being transported to the subject property.


The commercial grain elevator has been in operation for the past 70 years. Many industrial land uses have been built along the railroad. The area of W. Locust Street is developed with a mix of industrial, park space (which has undergone improvements), high density residential and commercial. The two residential properties to the west have the ability to rezone and develop as non-residential in the future.

RECOMMENDATION:

Planning staff recommends the **approval** of case number **2026-07** subject to the following conditions:

1. The Planned Development shall be developed in substantial conformance with the site plan dated April 14, 2026.
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: Section 150.105(C)(8)(G)(2)(D) Minimum Building Separation: reducing the separation area from 40 feet to 11.25 feet and Section 150.105(C)(8)(G)(2)(E) Maximum Building Height: increasing the allowing building height from 45 feet to 112 feet.

Submitted by:


Gina DelRose,
Community Development Planner

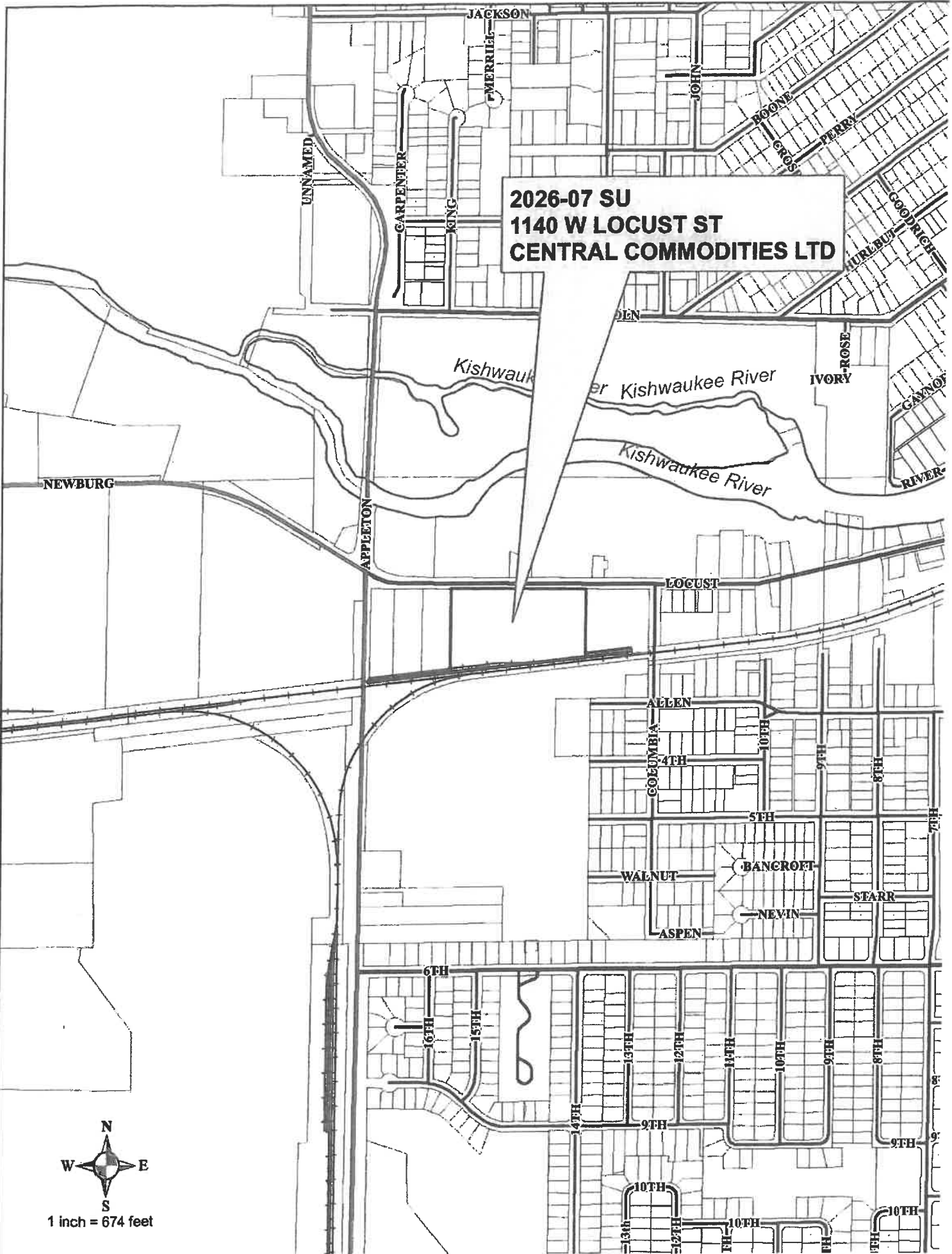
PLANNING AND ZONING COMMISSION/CITY COUNCIL ACTION

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.

ATTACHMENTS:

1. Location Map by Planning Staff.
2. Aerial Photo by Planning Staff.
3. Narrative submitted by the Applicant.
4. Site Plan Submitted by the Applicant.
5. NRI 1818 submitted by the Boone County Soil and Water Conservation District, Heaver VanTilburg, April 14, 2026.
6. Letter submitted by the Boone County Health Department, Alisen O'Hearn, April 20, 2026.
7. E-mail submitted by the Belvidere Fire Department, Lee Revels, April 28, 2026

2026-07 SU
1140 W LOCUST ST
CENTRAL COMMODITIES LTD



1 inch = 674 feet

2026-07 SU
1140 W LOCUST ST
CENTRAL COMMODITIES LTD



N
W E
S
1 inch = 211 feet

Description of Use:

The Special Use Applicant respectfully requests approval to construct an additional grain bin at the property located at 1140 W. Locust Street. The proposed improvement is intended to support and expand the existing agricultural operations on-site in a manner that is fully consistent with the established character, function, and intensity of development that currently exists on the property.

The proposed grain bin has been carefully sited and designed to integrate seamlessly with the existing facility layout. In order to maintain this cohesive arrangement, relief is requested from certain dimensional standards of the Zoning Ordinance, including the minimum building separation requirement of 40 feet and the maximum building height limitation of 45 feet. The requested 11.25-foot separation and 112-foot height are consistent with the existing grain storage structures on-site, many of which already do not conform to the current separation standard and are of similar scale. As such, the proposed bin does not introduce any new or incompatible conditions, but rather mirrors the established development pattern and visual character of the site.

The overall design and placement ensure that the proposed improvement will not create adverse impacts to surrounding properties or the broader area. The addition is not expected to negatively affect public health, safety, or general welfare, and will remain in harmony with the City's Comprehensive Plan and applicable ordinances by continuing an established agricultural use. The project will not generate undue impacts related to traffic, parking, environmental conditions, public infrastructure, or adjacent rights-of-way. Instead, it maintains the existing operational and functional relationship of the site while preserving the orderly development of surrounding properties.

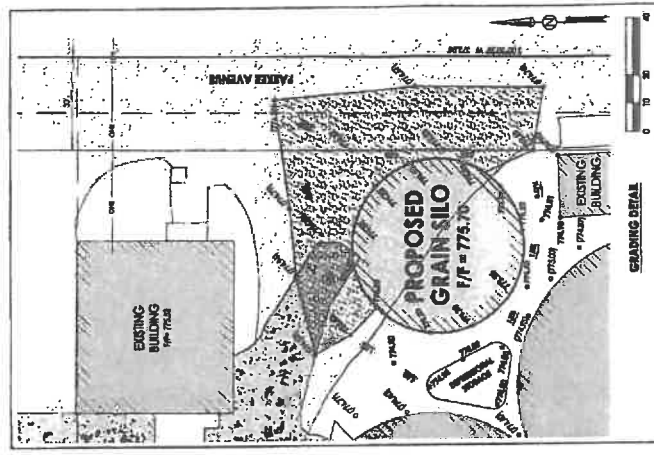
To further ensure environmental compatibility, stormwater management has been incorporated into the design through depressional storage located adjacent to the proposed grain bin. This feature is intended to accommodate runoff associated with approximately 2,830 square feet of additional impervious surface, slowing runoff rates and promoting infiltration into underlying soils. These measures help maintain existing drainage patterns and prevent any downstream impacts.

The property is already adequately served by public utilities and services, and the proposed improvement will not impose any additional burden on public infrastructure. In fact, the project represents a logical continuation of an established and well-functioning agricultural operation, where the benefits of improved storage capacity and operational efficiency outweigh any minimal impacts associated with the addition.

Overall, the proposed grain bin is fully compatible with the existing development and surrounding area. It reinforces the site's established agricultural use, maintains consistency in scale and appearance, and incorporates appropriate mitigation measures to ensure that no adverse impacts result from its construction or operation.

LEGEND

- EXISTING IMPAVEMENT
- EXISTING CURB/POLELINE
- EXISTING CONCRETE/PAVEMENT
- PROPOSED DRIVE/DRIVEWAYS



CONTROL POINTS

CP#	HORIZONTAL	VERTICAL	DESCRIPTION
1	20000.00	80000.00	110' x 100'
2	20000.00	80000.00	110' x 100'
3	20000.00	80000.00	110' x 100'
4	20000.00	80000.00	110' x 100'
5	20000.00	80000.00	110' x 100'
6	20000.00	80000.00	110' x 100'
7	20000.00	80000.00	110' x 100'
8	20000.00	80000.00	110' x 100'

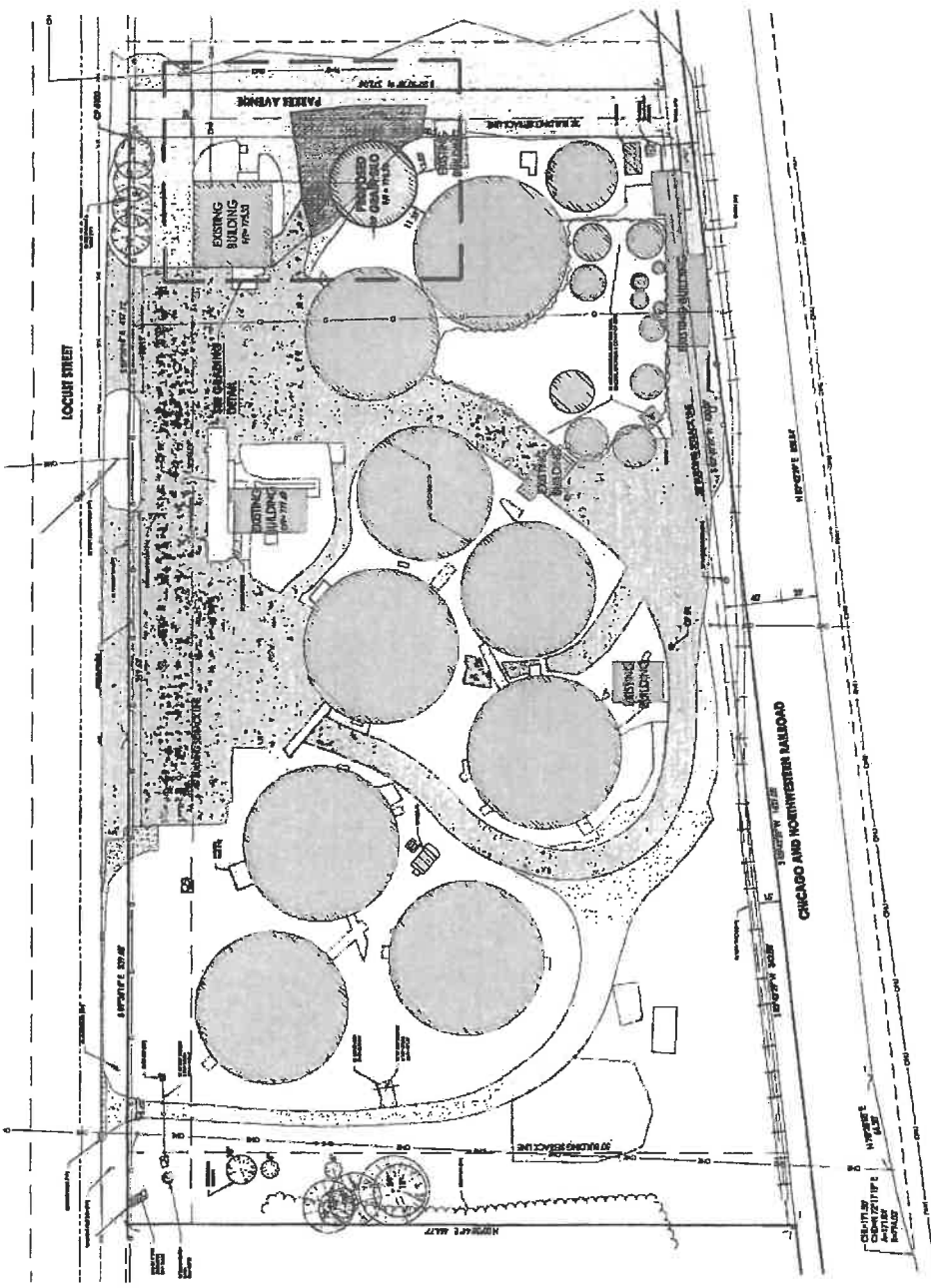
C.E.S. INC.

1140 W. LOCUST STREET, BELLEVILLE, MO 63701

PH: 636-337-1140

FAX: 636-337-1141

WWW.CESINC.COM



- NOTES:**
- CONTRACTOR TO VERIFY EXISTING UTILITIES AND NUMBER OF EXISTING UTILITIES AT LOCATION OF CONTACT. CONTRACTOR TO VERIFY EXISTING WITH ANY DISCREPANCIES.
 - ALL UTILITIES SHOWN TO BE IN ACCORDANCE WITH ASA REQUIREMENTS.

TOTAL LOT AREA = 33000

TOTAL AREA OF EXISTING BUILDINGS/SILO = 11700 SF

35.5% COVERAGE

TOTAL AREA OF PROPOSED BUILDINGS/SILO = 11800 SF

35.8% COVERAGE

TOTAL LOT AREA = 33000

TOTAL AREA OF EXISTING BUILDINGS/SILO = 9100 SF

27.6% COVERAGE

TOTAL AREA OF PROPOSED BUILDINGS/SILO = 9400 SF

28.5% COVERAGE

AREA COVERED BY BUILDINGS/SILO

EXISTING: 9100 SF

PROPOSED: 9400 SF

**Boone County
Soil & Water
Conservation District**

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

April 14, 2026

SWCD NRI #: 1818

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: 1140 W Locust St, Belvidere, IL 61008
PIN(S): 05-35-102-019

Contact	Petitioner	Owner
Dan Mickey 1140 W. Locust St Belvidere, IL 61008 815-544-3455 DANMICKEY@CENTRALGRAINCO.COM	Same as Contact	Central Commodities, LTD 1140 W. Locust St Belvidere, IL 61008

Request: Special Use for grain storage; minimum building separation and maximum building height

Notes, if any: By considering the current zoning, current land use, Geographical Information Systems maps, and requested 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.

Sincerely,

Heather VanTilburg

Heather VanTilburg, Resource Conservationist
Boone County SWCD

The Boone County Soil and Water Conservation District is an equal opportunity employer. All programs and services are offered without regard to race, color, national origin, religion, sex, age, marital status, or handicap.



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.

April 20, 2026

City of Belvidere

Email: GDelRose@BelvidereIL.gov

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

Re: Case 2026-07: Central Grain, 1140 W Locust Street

Dear City of Belvidere,

We are in receipt of a special use request to permit a planned development on approximately 8 acres in the GI, General Industrial District at 1140 W Locust Street, Belvidere, IL 61008. The planned development will allow for the following departures: Section 150.105(C)(8)(G)(2)(D) Minimum Building Separation: reducing the separation area from 40 feet to 11.25 feet; Section 150.105(C)(8)(G)(2)(E) Maximum Building Height: increasing the allowing building height from 45 feet to 112 feet and Section 15.904 Special Use Review and Approval Procedures. The planned development is being requested in order to construct an additional grain bin on the eastern side of the property. PIN: 05-35-102-019.

The Boone County Health Department (BCHD) does not have records indicating if there are any septic system components on this property, that may or may not be impacted by the addition of this accessory structure. BCHD has no further comment at this time.

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
Director of Infrastructure
Boone County Health Department

Gina DelRose

From: Lee Revels
Sent: Tuesday, April 28, 2026 7:26 AM
To: Gina DelRose
Subject: Re: case 2026-07 central grain

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.

No concerns on this.

Respectfully,
Lee

Lee Revels
Belvidere Fire Department
Inspector
(815) 218-7565

On Mon, Apr 20, 2026 at 11:15 AM Gina DelRose <gdelrose@belvidereil.gov> wrote:

Please see the attached request for comments

Gina DelRose

Community Development Planner

City of Belvidere

401 Whitney Boulevard, 61008

(o) 815-547-7177

(f) 815-547-0789

***** Please note that my e-mail has changed to GDelRose@BelvidereIL.gov*****

ORDINANCE #766H
AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT WITH THE BELVIDERE TOWNSHIP PARK DISTRICT
TRANSFERRING THE SANTA CLAUSE HOUSE

WHEREAS, the City of Belvidere (the City) in cooperation with Mr. Beckle as a part of his Eagle Scout project constructed a Santa Clause House (the House); and

WHEREAS, the House is extremely large and heavy making it difficult to store and move; and

WHEREAS, the City lacks sufficient space and resources to store and move the House on an annual basis; and

WHEREAS, the Belvidere Township Park District (the District) has a location for the permanent placement of the House and desires to take ownership and possession of the House for the benefit of the Districts constituents; and

WHEREAS, the House constitutes surplus personal property within the meaning of 65 ILCS 5/11-76-4; and

WHEREAS, Section 10 of Article 7 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) empower units of local government to contract among themselves, the State and its agencies, and others, to share services and exercise, combine or transfer any powers not prohibited by law; and

WHEREAS, the Corporate Authorities of the City find that it is in the City's best interest to transfer the House to the District for the benefit of the District's and the City's constituents and to remove the City's storage and transportation burdens; and

NOW THEREFORE IT IS ORDAINED by the CITY COUNCIL of the City of Belvidere, Boone County Illinois, as follows:

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

SECTION 2: The Mayor, or his designee, is authorized to execute the Intergovernmental Agreement Between the City of Belvidere and the Belvidere Park District as well as any and all documents convenient to transfer the House to the District. The House is transferred to the District in "As Is" condition with no warranties of any kind including, but not limited to, any warranties of habitability or fitness for a specific purpose.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

J:\Draft Ordinances\santa clause house ordinance.docx

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

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Ayes:

Nays: .

Absent:

APPROVED:

Mayor Clinton Morris

(SEAL)

ATTEST: _____
City Clerk

Passed:

Approved:

Published:

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BELVIDERE AND THE BELVIDERE PARK DISTRICT
REGARDING THE "SANTA HOUSE"**

This Intergovernmental Agreement ("Agreement") is made and entered into this 12 day of May, 2026, by and between the City of Belvidere, an Illinois municipal corporation ("City"), and the Belvidere Park District, an Illinois park district ("District").

1. Purpose

The purpose of this Agreement is to provide for the transfer, relocation, and ongoing ownership and responsibility of the structure commonly known as the "Santa House" to be located at Doty Park in Belvidere, Illinois.

2. Transfer of Possession

Upon completion of construction and/or preparation of the Santa House, the City agrees to transfer possession of the Santa House to the District. The District agrees to accept possession of the Santa House at Doty Park.

3. Relocation Assistance

The City agrees to assist with the relocation and placement of the Santa House to Doty Park. The specific method, timing, and coordination of the move shall be mutually agreed upon by both parties. The City and District will each pay one-half the cost of relocating the Santa House to Doty Park at an amount not to exceed \$1,500.00 (\$750.00 each).

4. Ownership and Responsibility

Upon the District taking possession of the Santa House at Doty Park, the District shall assume full ownership, operation, maintenance, and control of the Santa House and shall be solely responsible for all associated costs, including maintenance, repairs, utilities, and future improvements.

5. Liability and Indemnification

Upon taking possession, the District shall assume all liability associated with the Santa House, including its use, condition, and presence at Doty Park. The District agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from any and all claims, damages, losses, or liabilities arising out of or related to the Santa House after the date of possession.

6. Condition of Property

The District accepts the Santa House "as-is" at the time of transfer, with no warranties or guarantees made by the City regarding its condition.

7. Term

This Agreement shall take effect upon execution by both parties and shall remain in effect until the transfer of possession is complete and all obligations outlined herein have been fulfilled.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the Santa House and may only be modified in writing signed by both parties.

9. Authorization

The undersigned certify that they are authorized to execute this Agreement on behalf of their respective entities.

CITY OF BELVIDERE

By: _____

Name: _____

Title: _____

Date: _____

BELVIDERE PARK DISTRICT

By: Jan Jacky

Name: Jan Jacky

Title: Executive Director

Date: 5/12/26

RESOLUTION #2026-17

A RESOLUTION AUTHORIZING THE EXECUTION OF
A REDEVELOPMENT AGREEMENT BETWEEN THE
CITY OF BELVIDERE AND DFA DAIRY BRANDS
ICE CREAM LLC

WHEREAS, the City of Belvidere (the City) approved a Tax Increment financing district (TIF) and Redevelopment Plan in 2003 pursuant to Ordinances 535G and 536G; and

WHEREAS, the Redevelopment Plan authorizes the expenditure of Tax Increment Revenues for the redevelopment of private property that is for a public purpose; and

WHEREAS, DFA Dairy Brands Ice Cream LLC owns and operates an ice cream plant within the TIF district that requires significant improvements to alleviate burdens upon the City's Waste Water Treatment Plant; and

WHEREAS, those improvements are authorized and appropriate improvements qualifying for the expense of TIF revenues under the 2003 Kishwaukee River Redevelopment Plan; and

WHEREAS, the Corporate Authorities of the City of Belvidere find it in the public's interest to assist with the cost of the necessary improvements utilizing TIF funds; and

WHEREAS, the City will continue to receive TIF revenues until the expiration of the Kishwaukee River Tax Increment Financing District and the Redevelopment Plan which revenues are appropriate for the proposed improvements.

IT IS THEREFORE RESOLVED: by the MAYOR and CITY COUNCIL of the City of Belvidere, Boone County Illinois, as follows:

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

SECTION 2: The Mayor, or his designee, is authorized to execute, the attached Redevelopment Agreement between the City of Belvidere and DFA Dairy Brands Ice Cream LLC. Further, the Mayor, or his designee, is authorized to execute any future amendments to the Redevelopment Agreement to designate future TIF revenues actually received for the proposed improvements.

Adopted by the City Council of the City of Belvidere, Illinois, this day of June, 2026.

Approved: _____
Mayor

Attest: _____
City Clerk

(SEAL)

Ayes:
Nays: .
Absent: .

Date Approved:

REDEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2026 between DFA Dairy Brands Ice Cream, LLC, a Delaware limited liability company d/b/a Midwest Ice Cream (hereinafter, Owner) and the City of Belvidere, Illinois for the re-development of certain real property located within the City of Belvidere and more fully described herein.

RECITALS

WHEREAS, Owner owns certain real property lying within the City of Belvidere, Boone County, Illinois, and legally described in the attached Exhibit A (the Property); and

WHEREAS, the Property lies within a Tax Increment Finance District within the City of Belvidere (the City) which was created pursuant to the Tax Increment Reallocation Act and is commonly known as the Kishwaukee River Redevelopment Project Area (the District); and

WHEREAS, the Corporate Authorities of the City approved the District's Redevelopment Plan and Project as Ordinance 535G and designated the District as Ordinance 536G on January 9, 2003; and

WHEREAS, the Owner operates an Ice Cream and dairy processing facility on the Property employing many individuals from the local area; and

WHEREAS, as a part of the Owner's operations, waste is created that requires additional pre-treatment prior to acceptance by the City's Waste Water Treatment Plant (WWTP) necessitating improvements to Owner's pre-treatment facilities; and

WHEREAS, the City desires to cooperate with the Owner to avoid an interruption of operations and employment; and

WHEREAS, the Corporate Authorities of the City find that assisting with funding the construction and improvement of the Property with additional pre-treatment facilities to manage Owner's waste is in the public interest; and

WHEREAS, Owner desires to redevelop and improve the Property by improving the pre-treatment facilities of the Property as identified in Exhibit B (the Improvements); and

WHEREAS, the Improvements are TIF reimbursement eligible under the Act and the City's ordinance adopting TIF financing.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) The foregoing Recitals are a material part of this Agreement and are incorporated herein as if fully set forth.
- 2) The City agrees to provide a grant of up to \$107,790.97 to the Owner for purposes of completing the redevelopment project work approved in Exhibit B (the Improvements) which is incorporated herein by this reference. The grant shall be paid on a reimbursement basis after submittal of lien waivers, as built plans and final approval by the City's Public Works and Buildings Departments.
- 3) The grant funds provided by the City shall only be used for the Improvements and for no other purpose. Approval of this Agreement and of the Improvements does not constitute approval of any required building permit or zoning relief. Owner understands and agrees that Owner must still apply for and receive all other appropriate permits and permissions necessary to construct and/or perform the Improvements.
- 4) Owner agrees to construct the Improvements as set forth in Exhibit B no later than December 1, 2026. If the Owner fails to complete the Improvements by December 1, 2026, this Agreement shall be null and void and the City shall have no obligation to fund any of the Improvements.
- 5) Owner further agrees, as additional consideration for this Agreement, to construct the Improvements and to maintain operations in the City of Belvidere at the Property for not less than five (5) years subsequent to the date of this Agreement. If Owner ceases operations during this period, Owner shall immediately repay to the City all grant funds provided under this Agreement plus 6% compound interest calculated from the date funds are disbursed by the City to Owner.
- 6) This Agreement may be enforced at law or in equity. Venue and jurisdiction of any cause of action arising out of or related to this Agreement shall be in the 17th Judicial Circuit Boone County Illinois and the parties hereby submit to the jurisdiction of that court. Owner agrees to pay the City's reasonable costs of enforcing this Agreement, including but not limited to its reasonable attorney's fees.
- 7) Owner agrees, during the term of this Agreement, not to sell, transfer or otherwise assign any interest in the Property to any unaffiliated third party without the City's prior written consent which shall not be unreasonably withheld.

- 8) This Agreement is only assignable with each party's express written consent, which consent shall not be unreasonably withheld, and any attempt to assign this Agreement by either party without the express written consent of the other shall be deemed null and void. Any attempt to assign this Agreement in violation hereof shall be deemed a material breach of the Agreement and grounds for immediate termination of the Agreement resulting in immediate repayment of all grant funds plus 6% compound interest calculated from the initial date of disbursement.
- 9) This Agreement supersedes all prior agreements, negotiations and understandings pertaining to or related to the subject of this Agreement and is a full integration of the entire agreement of the parties.
- 10) The parties agree that the City, through this Agreement, is simply providing a grant to Owner, and in no way shall become or be deemed a partner or joint venture of Owner with respect to the Property, the Improvements, or of Owner's business or occupation.
- 11) Owner agrees to indemnify, defend and hold harmless the City, its officials, officers and employees from any act or omission, claim, fines, fees or causes of action of any kind whatsoever to the extent arising from Owner's performance of, or failure to perform under, this Agreement, including but not limited to any claims for breach of contract, violation of state, federal or local laws (including but not limited to the Prevailing Wage Act), claims for property damage or injury or death to any persons.
- 12) 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.
- 13) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
- 14) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflicts of law rules.
- 15) Each party hereby represents and warrants to the other party that the individual signing this Agreement on behalf of such party is fully authorized and empowered to sign this Agreement on its behalf, and that this Agreement will be fully binding on such party.
- 16) The effective date of this Agreement shall be _____.

Dated: _____.

By: The City of Belvidere

By: _____.
Mayor

Dated: _____.

By: DFA Dairy Brands Ice Cream, LLC

By: _____

Name: _____

Title: _____

Exhibit A

TRACT 1: Part of Tax Parcel 05-25-326-008 – Street Address: 630 Meadow, Belvidere, Illinois

That part of the west half of Section twenty five (25), Township forty four (44) North, Range three (3) East of the Third Principal Meridian, described as follows: Beginning at a point in the Northerly line of Meadow Street as shown on the plat of Gilman's Third Addition to Belvidere, two hundred seventeen (217) feet Westerly (measured on said line) from the intersection of said Northerly line of Meadow Street with the Easterly line of Gilman Street (extended); and running thence Easterly along the Northerly line of Meadow Street (and said line extended) four hundred sixty one and nine tenths (461.9) feet; thence Northerly at right angles with the Northerly line of Meadow Street about three hundred forty six (346) feet to the Southerly bank of the Kishwaukee River at ordinary water mark; thence Westerly along said Southerly bank at ordinary water mark to a point where said bank intersects a line drawn Northerly (at right angles to the Northerly line of Meadow Street) from the place of beginning; thence Southeasterly at right angles to the Northerly line of said Meadow Street about four hundred thirty one (431) feet to the place of beginning, in Boone County, Illinois.

TRACT 2: Part of Tax Parcel #05-25-326-008 – Street Address: 630 Meadow, Belvidere, Illinois

Beginning at a point in the Northerly line of Meadow Street Two Hundred and Seventeen (217) feet Westerly (measured on said line) from the intersection of said Northerly line of Meadow Street with the Easterly line of Gilman Street (extended); and running thence Easterly along the Northerly line of Meadow Street Four Hundred and Sixty-one and nine-tenths (461.9) feet to the Westerly line of a tract of land heretofore conveyed by the National Sewing Machine Company to H.H. Smith; thence Northerly at right angles with the Northerly line of Meadow Street (and along the Westerly line of said Smith tract) about 346 feet to the Southerly bank of the Kishwaukee River at ordinary water mark; thence Westerly along said Southerly bank at ordinary water mark to a point where said bank intersects a line drawn Northerly (at right angles to the Northerly line of Meadow Street) from the place of beginning; thence Southeasterly at right angles to the Northerly line of Meadow Street about 431 feet to the place of beginning; the term "Northerly line of Meadow Street" as used in the above description means the Northerly line of Meadow Street as shown on the plat of Gilman's 3rd Addition to Belvidere and the Northerly line of said street as extended Easterly in the same direction; situated in the County of Boone in the State of Illinois.

TRACT 3: Tax Parcel #05-25-328-006 – Street Address: Vacant lot at corner of Meadow Street and Gilman Avenue, Belvidere, Illinois

Lots Seven (7) and Eight (8) in Block Six (6) of Gilman's Third Addition to the Town of Belvidere, as platted and recorded in the Recorder's Office of Boone County, Illinois, situated in Boone County, Illinois.

TRACT 4: Part of Tax Parcel #05-25-326-008 – Street Address: Vacant Land, Gilman Avenue, Belvidere, Illinois

Lot Number Three in Block Number Two in Wm. H. Gilman's Third Addition to Belvidere, as the same is platted and recorded in the Recorder's Office of Boone County, Illinois. Situated in the City of Belvidere, Boone County, Illinois.

TRACT 5: Part of Tax Parcel #05-25-326-008 – Street Address: Vacant lot, Meadow Street, Belvidere, Illinois

Lot Sixteen (16) as designated upon the County Clerk's Survey of part of the West 1/2 of Section 25 and part of the Northwest Quarter of Section 36, Township 44 North, Range 3 East of the Third Principal Meridian. the plat of which survey is recorded in Book 47 of Deeds page 202 in the Recorder's Office of Boone County, Illinois; situated in the County of Boone and the State of Illinois. EXCEPTING THEREFROM THE FOLLOWING. Part of Lot Sixteen as designated upon The County Clerk's Survey of part of the W1/2 of Section 25 and part of the NW1/4 of Section 36, Town 44 N., R. 3 E., 3rd P.M., the plat of which Survey is recorded in Book 47 of Deeds on page 202 in the Recorder's Office of Boone County, bounded and described as follows, to-wit: Commencing at the Northwestern corner of Lot Four (4) in Block Two (2) as designated upon the plat of William H. Gilman's Third Addition to Belvidere, the Plat of which is recorded in Book 28 of Deeds on page 155 of said Recorder's Office; thence North 53deg 41' 13" East, along the Northwestern line of said Lot 4 and along the Northeasterly extension thereof, 328.06 feet to the Southwesterly corner of said Lot 16 and the point of beginning for the following described Tract; thence continuing North 53deg 41' 13" East, along the Northwestern line of said Lot 4 extended, 98.42 feet to the Southwesterly right-of-way line of the former Chicago and Northwestern Railroad; thence Southeasterly along said Southwesterly right-of-way line and along a curve to the right having a radius of 916.09 feet and whose center lies to the Southwest, to the Southeast corner of said Lot 16 (the chord across the last described curve course bears South 12deg 55' 50" East, 50.62 feet); thence South 53deg 48' 25" West, 78.43 feet; thence North 36deg 11' 35" West, 46.31 feet to the point of beginning (the last two previously described courses being along the Southeasterly and Southwesterly lines of said Lot 16). Situated in the County of Boone and State of Illinois. Located in the City of Belvidere. But not excepting any and all Ingress and Egress Rights as more particularly described in Quit Claim Deed recorded as Document 901862 in the Recorder's Office of Boone County, Illinois where Ingress and Egress Rights are hereby conveyed.

TRACT 6: Part of Tax Parcel #05-25 326-008 and [Part of old Tax Parcel #10-05-25-177-001 and 10-05-25-326-004] – Street Address: 716 Meadow

Lots One and Fifteen of the County Clerk's Survey of Part of the West Half of Section 25, and part of the Northwest Quarter of Section 36, Township 44 North, Range 3 East of the Third Principal Meridian, as platted and recorded in Book 47 of Deeds, page 202 in the Recorder's Office of Boone County, Illinois, excepting from said Lots 1 and 15 the Westerly 50 feet thereof. And also excepting from the premises above described and railroad rights, if any, of Chicago Northwestern Railway Company. Situated in the County of Boone and the State of Illinois.

TRACT 7: Part of Tax Parcel #05-25-326-008 and (Part of old Tax Parcel #05-05-25 329-001) – Street Address: 210 Gilman, Belvidere, Illinois

Beginning at an iron stake in the Northwestern corner of Lot One (1) in Block Three (3) of National Sub Addition to Belvidere; thence Southerly along the Westerly line of said Lot, One and fifty-six hundredths (1.56) chains to an iron stake in the Southwesterly corner of said Lot One (1); thence Easterly Two and nine-hundredths (2.09) chains along the Southerly line of said Lot One (1) to a point in the Westerly line of Lot Two (2) in National Sub; thence Southerly along the last said lot line 1.00 chain to an iron stake in the Southwesterly corner of said Lot Two (2); thence

Easterly Two and eighty nine-hundredths (2.89) chains along the Southerly line of said lot to an iron stake in the Southeasterly corner of said Lot Two (2); thence Northerly One and forty-two hundredths (1.42) chains along the Easterly line of said Lot to a point in the Southerly right of way line of the Chicago and Northwestern Railway; thence Westerly along said right of way line to the place of beginning; situated in the County of Boone and the State of Illinois.

TRACT 8: Part of Tax Parcel #05-25-326-008-Street Address: 630 Meadow, Belvidere, Illinois

A strip of land 150 feet of even width (said 150 feet being adjacent to and measured at right angles to Westerly line of premises conveyed to Dean Evaporated Milk Company in Deed recorded in Book 84 of Deeds, page 327 in Recorder's Office of Boone County, Illinois) of the following described premises, to-wit: Part Southwest Quarter of Section 25, Township 44 North, Range 3 East of the Third Principal Meridian bounded and described as follows, to-wit: Beginning at an iron stake on Northerly line of Meadow Street, 377 feet Westerly (measured on said line) from the intersection of said Northerly St. In with Easterly line of Gilman Street, extended; thence at a right angle Northerly 13.4 feet to an iron stake; thence Easterly in a direct line 173 feet to an iron stake in the Westerly line of the tract of land heretofore conveyed to said Dean Evaporated Milk Company by the National Sewing Machine Company by Deed recorded in Book 84 of Deeds at page 327 in Recorder's Office of Boone County, Illinois, 86.2 feet Northerly of Northerly line of Meadow Street; thence Northerly along Westerly line of the Dean tract 331 feet, more or less, to bank of the Kishwaukee River; thence Westerly along the bank of the Kishwaukee River to the Northeasterly Corner of the premises conveyed to Moline Malleable Iron Company by the Free Sewing Machine Company by deed dated May 27, 1954 and recorded in Book 110 of Deeds at page 469 in the Recorder's Office of Boone County, Illinois; thence Southeasterly along the Easterly line of the premises conveyed to Moline Malleable Iron Company and along Easterly line of the premises conveyed to Leath and Company by Free Sewing Machine Company by Deed dated October 21, 1954, and recorded in Book 110 of Deeds at page 573 in the Recorder's Office of Boone County, Illinois, to Northerly line of Meadow Street; thence Northeasterly along Northerly line of Meadow Street 89 feet, more or less to the place of Beginning, situated in the City of Belvidere, in the County of Boone, in the State of Illinois.

TRACT 9: Part of Tax Parcel #05-25-326-008 – Street Address: 630 Meadow, Belvidere, Illinois

Beginning at an iron stake in the northerly line of Meadow Street, 217 feet westerly (measured on said line) from the intersection of said northerly street line with the easterly line of Gilman Street, extended; said place of beginning being the southwesterly corner of a tract of land conveyed August 31, 1927, to the Dean Evaporated Milk Company by the National Sewing Machine Company, and recorded in Book 84 of Deeds at Page 327 in the Recorder's Office in Boone County, Illinois; thence westerly along the northerly line of said Meadow Street 160 feet to an iron stake; thence at a right angle northerly 13.4 feet to an iron stake; thence easterly in a direct line 173 feet to an iron stake in the westerly line of the tract of land heretofore conveyed to said Dean Evaporated Milk Company; thence southerly along said westerly line of Dean tract 86.2 feet to the place of beginning; situated in the City of Belvidere, County of Boone and State of Illinois.

TRACT 10: Part of Tax Parcel #05-25-326-008 – Street Address: 630 Meadow, Belvidere, Illinois

Beginning at a point in the Northerly line of Meadow Street, 3.71 chains Easterly (measured on said line) from the intersection of said Northerly line of Meadow Street with the Easterly line of Gilman Street (extended) and running thence Easterly along the Northerly line of Meadow Street 4.44 rods more or less to the Southeasterly corner of Lot Fourteen (14) in County Clerk's Survey of the West Half (1/2) of Section Twenty-five (25) in Township Forty-four (44) North, Range Three (3) East, etc., as platted and recorded in Book 47 of Deeds of page 202, Boone County Records; thence Northerly at right angles with said Northerly line of Meadow Street and along Easterly line of Lot Fourteen (14) in said County Clerk's Survey and New York Condensed Milk Co. to the Southerly bank of the Kishwaukee River at ordinary water mark; thence Westerly along the Southerly bank of said river to point where said bank intersects a line drawn Northerly from point of beginning at right angles to the Northerly line of Meadow Street; thence Southeasterly at right angles to said Northerly line of Meadow Street to the place of beginning; ALSO The Westerly Fifty (50) feet of Lots One (1) and Fifteen (15) in said County Clerk's Survey; said Lots One (1) and Fifteen (15) being land which lies Easterly of above described land and Westerly of the railroad track adjoining said two lots and which lies Southerly of the Southerly bank of the Kishwaukee River at ordinary water mark, and bounded on the Southerly side by the Northerly line of Meadow Street, situated in Boone County, State of Illinois.

TRACT 11: Tax Parcel #05-25-328-005—Street Address: 621 Meadow, Belvidere, Illinois

Lot Nine (9) in Block Six (6) of Gilman's Third Addition to the Town (now City) of Belvidere, as platted and recorded in the Recorder's Office of Boone County, Illinois, as recorded in Book 28 of Deeds, page 155; situated in the County of Boone and State of Illinois.

THE ABOVE TRACTS 1 THROUGH 10 BEING THE SAME PROPERTY DESCRIBED AS:

NEW MEASURED LEGAL DESCRIPTION:

PARCEL A: Tax Parcel #05-25-328-006 – Street Address: Vacant lot at corner of Meadow Street and Gilman Avenue, Belvidere, Illinois

Lots 7 and 8, Block 6, William H. Gilman's Third Addition to Belvidere, City of Belvidere, Boone County, Illinois being more particularly described as follows:

Beginning at the Northerly most corner of said Lot 7; thence S36 degrees 08'58"E, 102.96 feet; thence S53 degrees 42'19"W, 132.00 feet; thence N36 degrees 08'S8"W, 102.96 feet; thence N53 degrees 42'19"E, 132.00 feet to the point of beginning.

Contained within said bounds 13,591 square feet or 0.3120 acres.

PARCEL B – Tax Parcel #05-25-326-008 – Street Address: 630 Meadow, Belvidere, Illinois

Part of the Plat of New York Condensed Milk Company Plat, all of Lots 1, 14 and 15 and part of Lot 16, The County Clerk's Survey of part of the W 1/2 Section 25 and part of the N.W. 1/4 of Section 36, Town 44 N, R. 3 E, 3rd P.M., part of Lots 1 and 2 Block 3, National Subdivision, and Lot 3, Block 3 William H. Gilman's Third Addition to Belvidere, City of Belvidere, Boone County, Illinois being more particularly described as follows:

Beginning at the Westerly most corner of Lot 1, Block 3, National Subdivision; thence N53 degrees 36'54"E, 336.30 feet; thence N36 degrees 06'26"W, 124.64 feet; thence S53 degrees 42'19"W, 705.21 feet; thence N36 degrees 17'41"W, 13.40 feet; thence N29 degrees 14'23"E, 10.99 feet; thence N36 degrees 17'41"W, 447.64 feet to the Southerly bank of the Kishwaukee River; thence N79 degrees 47'32"E along the Southerly bank of the Kishwaukee River, 10.91 feet; thence N68 degrees 01'04"E along the Southerly bank of the Kishwaukee River, 158.66 feet; thence N61 degrees 17'46"E along the Southerly bank of the Kishwaukee River, 160.39 feet; thence N71 degrees 04'28"E along the Southerly bank of the Kishwaukee River, 45.05 feet; thence N52 degrees 20'20"E along the Southerly bank of the Kishwaukee River, 20.12 feet; thence N 64 degrees 14'50"E along the Southerly bank of the Kishwaukee River, 59.40 feet; thence N53 degrees 36'34"E along the Southerly bank of the Kishwaukee River, 60.83 feet; thence N61 degrees 16'25"E along the Southerly bank of the Kishwaukee River, 87.56 feet; thence N68 degrees 26'21"E along the Southerly bank of the Kishwaukee River, 125.09 feet; thence N49 degrees 59'36"E along the Southerly bank of the Kishwaukee River, 51.17 feet; thence N48 degrees 45'21"E along the Southerly bank of the Kishwaukee River, 27.80 feet; thence N43 degrees 05'56"E along the Southerly bank of the Kishwaukee River, 6.71 feet; thence S39 degrees 57'05"E, 284.99 feet more or less; thence S89 degrees 47'56"E, 52.51 feet more or less; thence 252.36 feet along the arc of a curve to the right having a radius of 916.09 feet and a long chord subtended bearing S21 degrees 14'50"E, 251.56 feet; thence S53 degrees 41'13"W, 426.48 feet; thence N36 degrees 08'58"W, 168.96 feet to the point of beginning.

Also, All of Vacated Meadow Street adjacent to above described parcel; and

Also, Lot 1 and the northerly 105' Lot 2 of National Sub

Contained within said bounds to the Southerly bank of the Kishwaukee River 388,519 square feet or 8.9192 acres.

EXHIBIT B

<u>Phase</u>	<u>Description</u>	<u>Est. Capital Request Date</u>	<u>Est. Project Start Date</u>	<u>Est. Project Completion</u>	<u>Est. Project Cost</u>
I	<p>CIP 401 Recovery</p> <ul style="list-style-type: none"> - Capture first rinse of CIP System CS401 Capture HTST Interface Rinse Recovery - Flush rinse to tank 108 vs. drains. Raw to Batch Water Flush - Fresh water rinse tanks to batch tanks. Raw CS 301 & 302 Pre-rinse Waste Recovery - Capture first pre-rinse of raw lines and push to tank 108 	2026-Q2	2026-Q2	2026-Q4	\$350,000
II	<p>High strength calamity tank & offloading facility- (Option 1)</p> <p>*Dependent on ability to find facility to take comingled waste, if not will move to phase III and incorporate this at after the completion of Phase III</p>	2027-Q1	2027-Q1	2027-Q3	Waiting for Estimate and offloading options
III	<p>Process and Human Waste Separation 1 – Men’s Locker Room, Women’s Locker Room, and Cooler Locker Room. Direct connection to City sanitary sewer system. BOD discharge study.</p>	2027-Q1	2027-Q2	2027-Q3	\$256,800 est.
IV	<p>High strength calamity tank & offloading facility- (Option 2)</p> <p>*Same as Phase II above but would have to be moved here if we cannot find facility to take comingled waste.</p>	2027-Q2	2027-Q3	2027-Q4	Holding pending Phase II Decision
V	<p>Process and Human Waste Separation 2 – Front Office. Human waste to go through existing sump and process waste moved to separate sump and pumped through existing plant lines.</p>	2027-Q3	2027-Q3	2027-Q4	Will get estimates as we get closer