



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Alderman Sheryl Prather	Chairman Building
Alderman Natalie Mulhall	Vice-Chairman Building
Alderman Ric Brereton	Chairman Finance and Personnel
Alderman Wendy Frank	Vice -Chairman Finance and Personnel
Alderman Tom Porter	Chairman Planning & Zoning
Alderman Mike McGee	Vice-Chairman Planning & Zoning
Alderman Clayton Stevens	Chairman Public Safety
Alderman Matthew Fleury	Vice-Chairman Public Safety
Alderman Marsha Freeman	Chairman Public Works
Alderman Daniel Snow	Vice-Chairman Public Works

AGENDA

February 14, 2022
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. Public Works, Unfinished Business: None.

2. Public Works, New Business:
 - A. Public Works Department – Update.
 - B. Farmington Ponds Maintenance Program.
 - C. 5th Avenue Overflow Storm Sewer Project Update.
 - D. Easement Acquisitions – 700 West Locust Street and 801 5th Ave.
 - E. Property Acquisition – 2.995 Acres at 801 5th Avenue.
 - F. Property Acquisition – 717 West Locust Street.
 - G. Terracon Proposal for Phase 1 Environmental Report.
3. Building, Planning & Zoning, Unfinished Business: None
4. Building, Planning & Zoning, New Business:
 - A. Building Department - Update.
 - B. Planning & Zoning Department - Update.
 - C. Special Use Extension – 1125 N. State Street (Car Wash).
 - D. Appointment of Dawn Brooks to the Belvidere Historic Preservation Commission.
5. Other:
 - A. Resolution Authorizing certain Annual Parades for 2022.
 - B. Police - Inter-agency Agreement Winnebago - Boone Integrity Task Force Winnebago and Boone County, Illinois.
6. Adjournment:

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 1/27/2022
Re: Farmington Ponds 2022 Maintenance Agreement

Attached is the estimate from Lakeland Biologists for the 2022 maintenance of the Farmington Ponds.

The following is a comparison of costs from previous agreements:

Item	2019 Cost	2020 Cost	2021 Cost	2022 Cost
1. Inspection, Cleanup & Litter Removal	\$115.00	\$125.00	\$125.00	\$125.00
2. Chemical Treatment	\$265.00	\$285.00	\$295.00	\$295.00
3. Chemicals				
Aquathol	\$132.00/gal	\$134.00/gal	\$135.00/gal	\$135.00/gal
Cutrine Ultra	\$60.00/gal	\$60.00/gal	\$60.00/gal	\$60.00/gal
Reward	\$175.00/gal	\$175.00/gal	\$175.00/gal	\$175.00/gal
Navigate	\$4.55/lb	\$4.55/lb	\$4.85/lb	\$4.85/lb
Enzymes	\$80.00/gal	\$85.00/gal	\$80.00/gal	\$80.00/gal
Dye	\$48.00/qt	\$53.00/qt	\$35.00/qt	\$39.00/Qt
4. Mileage (per trip)	\$50.00/ea	\$50.00/ea	\$50.00/ea	\$100.00/ea
5. Total Cost	\$15,724.85	\$9,971.82	\$17,949.98 (to date)	\$16,000.00 (estimate)

I would recommend entering into an agreement with Lakeland Biologists for the 2022 Farmington Ponds Maintenance Program at an estimated cost of \$16,000.00. This work will be paid for from the Farmington Ponds Special Service Areas. The maintenance budget for the Farmington Ponds is \$22,200.00.

**CITY OF BELVIDERE
CITY ATTORNEY**

To: Mayor and City Council
From: Mike Drella
cc:
Date: February 10, 2022
Re: West Locust Street Storm Sewer Property Acquisitions

Public Works has arranged the acquisition of property and easements off of West Locust Ave. as a part of the storm water remediation program. The acquisitions at issue today are an easement across 700 West Locust Street and 801 5th Ave. Also included is the purchase of 717 West Locust Street and 2.995 acres of 801 5th Ave. Attached are draft agreements for the easements and the purchases.

Recommended Motion 1: Motion to authorize the acquisition of easements across 801 5th Ave. and 700 W. Locust Street pursuant to the attached Easement Agreements and for the Mayor and Clerk to execute and attest all documents necessary.

Recommended Motion 2: Motion to authorize the acquisition of 2.995 acres for the purchase price of \$149,077.00 pursuant to the Vacant Real Estate Contract prepared by the City Attorney and to authorize the Mayor to execute and Clerk to attest all documents required.

Recommended Motion 3: Motion to authorize the acquisition of 717 West Locust St. for the price of \$55,000.00 pursuant to the Vacant Real Estate Contract prepared by the City Attorney and to authorize the Mayor to execute and Clerk to attest all documents required.

Prepared By & Return To:
Michael Drella, City Attorney
City of Belvidere
401 Whitney Blvd.
Belvidere, IL 61008
(815)544-2612

EASEMENT AGREEMENT – STORM SEWER

THIS INDENTURE WITNESSETH, that

WHEREAS, the City of Belvidere, a municipal corporation located in the County of Boone and State of Illinois, is about to construct a Storm Sewer with fixtures and appurtenances (jointly the storm sewer) thereto, and;

WHEREAS, it is necessary for said City of Belvidere to obtain a perpetual easement, privilege, right and authority to construct, reconstruct, repair, maintain and operate (jointly the Work) said sanitary sewer upon, under and through the areas shown on the attached plat; and, together with the right of access across the lot and real estate described herein (the Real Estate), and allowing for the necessary persons and equipment to do any or all of the above work; and,

WHEREAS, the Grantor, Bunge Properties LTD, is the owner in fee simple of the Real Estate through which said storm sewer is to be constructed, and is willing to grant a perpetual easement upon, and through the Real Estate for the purpose herein specified;

NOW THEREFORE, in consideration of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, conditions and agreements herein contained, the Grantor, does hereby give, grant and convey to the City of Belvidere the perpetual easement, privilege, right and authority to construct, reconstruct, inspect, repair, maintain and operate the storm sewer under and through the Real Estate owned by the undersigned Grantor set forth and shown on the attached Exhibit A and further described as follows, to wit:

A STORM EASEMENT LEGALLY DESCRIBED AS: See Exhibit B.

In consideration of the grant of easement herein contained (“Easement Premises”), the City of Belvidere hereby agrees with the Grantor(s) herein, as follows:

1. That for the period when said storm sewer is being constructed, the City of Belvidere, or

its authorized contractor, will use only so much of the Easement Premises as is reasonably necessary for the purpose of constructing said sewer, consistent with sound and economical engineering, construction practices and customs, for the moving, installation and use of machinery and equipment for the excavation and laying of sanitary sewer and appurtenances, and backfilling and replacing the soil and material removed from such excavation; that in the future, the City of Belvidere will use only so much of the Easement Premises as is reasonably necessary for the purposes of inspection, service, maintenance, repair and replacement of said storm sewer and except as herein expressly granted. While the Grantor may jointly use the Easement premises, Grantor shall not erect or construct nor allow the erection or construction of any permanent structure on the Easement Premises. The City shall not be liable or responsible for any damage to any structure placed on, over or in the Easement Premises caused or related to the work or any maintenance or replacement of the storm sewer.

2. The materials, machinery and equipment used in the construction of said storm sewer, shall be transported to the site of the work only along the areas where said storm sewer is being placed, and within the bounds of the Easement Premises, and no other portions of the property owned by the Grantor(s) shall be used except by permission of the owner.

3. All surface soil and debris excavated from the real estate during the construction of said work, shall be disposed of by said City of Belvidere in the same manner as above specified for the transportation of material to and from the place of construction. The surface of the ground altered by the construction of said storm sewer, shall be restored to substantially the same condition, as the same existed before the commencement of the Work.

4. The City of Belvidere will indemnify and save harmless the Grantor(s) from any loss, damage or expense in the nature of any legal liability which said grantor(s) may suffer, incur or sustain, arising out of or as a result of the performance of the Work.

5. It is agreed that said storm sewer is a part of the storm sewer system of said City of Belvidere.

6. This indenture shall run with the land, and shall be binding upon the grantees, assigns, heirs and successors of the parties hereto.

IN WITNESS WHEREOF, the grantor Bunge Properties LLC has hereunto set its hands this ____ day of _____, 20__.

Grantor: Bunge Properties LLC

By: _____.

Its: _____.

I, _____, A Notary Public in and for said County and State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purpose therein set forth, including the release and waiver of the rights of homestead.

GIVEN under my hand and notarial seal this ___ day of _____, 20__.

Notary Public

(SEAL)

My Commission Expires _____, 20__.

The City of Belvidere has caused its name to be hereto subscribed and its corporate seal affixed by its proper officers thereunto authorized, this _____ day of _____, 20__.

City of Belvidere

By: _____
Mayor

ATTEST:

Clerk

Prepared By & Return To:
Michael Drella, City Attorney
City of Belvidere
401 Whitney Blvd.
Belvidere, IL 61008
(815)544-2612

EASEMENT AGREEMENT – STORM SEWER

THIS INDENTURE WITNESSETH, that

WHEREAS, the City of Belvidere, a municipal corporation located in the County of Boone and State of Illinois, is about to construct a Storm Sewer with fixtures and appurtenances (jointly the storm sewer) thereto, and;

WHEREAS, it is necessary for said City of Belvidere to obtain a perpetual easement, privilege, right and authority to construct, reconstruct, repair, maintain and operate (jointly the Work) said sanitary sewer upon, under and through the areas shown on the attached plat; and, together with the right of access across the lot and real estate described herein (the Real Estate), and allowing for the necessary persons and equipment to do any or all of the above work; and,

WHEREAS, the Grantor, Franklin Display Group Inc. (the Grantor) is the owner in fee simple of the Real Estate through which said storm sewer is to be constructed, and is willing to grant a perpetual easement upon, and through the Real Estate for the purpose herein specified;

NOW THEREFORE, in consideration of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, conditions and agreements herein contained, the Grantor, does hereby give, grant and convey to the City of Belvidere the perpetual easement, privilege, right and authority to construct, reconstruct, inspect, repair, maintain and operate the storm sewer under and through the Real Estate owned by the undersigned Grantor set forth and shown on the attached Exhibit A and further described as follows, to wit:

A STORM WATER EASEMENT LEGALLY DESCRIBED AS: See Exhibit B.

In consideration of the grant of easement herein contained (“Easement Premises”), the City of Belvidere hereby agrees with the Grantor(s) herein, as follows:

1. That for the period when said storm sewer is being constructed, the City of Belvidere, or its authorized contractor, will use only so much of the Easement Premises as is reasonably necessary

for the purpose of constructing said sewer, consistent with sound and economical engineering, construction practices and customs, for the moving, installation and use of machinery and equipment for the excavation and laying of sanitary sewer and appurtenances, and backfilling and replacing the soil and material removed from such excavation; that in the future, the City of Belvidere will use only so much of the Easement Premises as is reasonably necessary for the purposes of inspection, service, maintenance, repair and replacement of said storm sewer and except as herein expressly granted. While the Grantor may jointly use the Easement premises, Grantor shall not erect or construct nor allow the erection or construction of any permanent structure on the Easement Premises. The City shall not be liable or responsible for any damage to any structure placed on, over or in the Easement Premises caused or related to the work or any maintenance or replacement of the storm sewer.

2. The materials, machinery and equipment used in the construction of said storm sewer, shall be transported to the site of the work only along the areas where said storm sewer is being placed, and within the bounds of the Easement Premises, and no other portions of the property owned by the Grantor shall be used except by permission of the owner.

3. All surface soil and debris excavated from the real estate during the construction of said work, shall be disposed of by said City of Belvidere in the same manner as above specified for the transportation of material to and from the place of construction. The surface of the ground altered by the construction of said storm sewer, shall be restored to substantially the same condition, as the same existed before the commencement of the Work.

4. The City of Belvidere will indemnify and save harmless the Grantor(s) from any loss, damage or expense in the nature of any legal liability which said grantor(s) may suffer, incur or sustain, arising out of or as a result of the performance of the Work.

5. It is agreed that said storm sewer is a part of the storm sewer system of said City of Belvidere.

6. This indenture shall run with the land, and shall be binding upon the grantees, assigns, heirs and successors of the parties hereto.

IN WITNESS WHEREOF, the Grantor, Franklin Display Group Inc., has hereunto set its hand this ____ day of _____, 20__.

Grantor: Grantor, Franklin Display Group Inc

By: _____.

Its: _____.

I, _____, A Notary Public in and for said County and State aforesaid, do

hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purpose therein set forth, including the release and waiver of the rights of homestead.

GIVEN under my hand and notarial seal this ___ day of _____, 20__.

Notary Public

(SEAL)

My Commission Expires _____, 20__.

The City of Belvidere has caused its name to be hereto subscribed and its corporate seal affixed by its proper officers thereunto authorized, this _____ day of _____, 20__.

City of Belvidere

By: _____
Mayor

ATTEST:

Clerk

BELVIDERE BOARD OF REALTORS-BOONE COUNTY BAR ASSOCIATION-APPROVED FORM
CONTRACT FOR PURCHASE AND SALE VACANT LOTS OR LAND

1. Designated agents of the Listing Broker are agents of the Seller. Designated agents of the Selling Broker
2. are agents of the Buyer unless a dual agency agreement is signed.
3.

4. 1.To (Seller) Franklin Display Group Inc. Phone _____
5. of 910 E. Lincoln Ave. Belvidere, IL 61008 (Address and Zip)
6. 2.The Undersigned (Buyer) City of Belvidere Phone _____
7. of 401 Whitney Blvd. Belvidere, IL 61008 (Address and Zip)

8. 3.Contract(s) to purchase the following described real estate situated in Boone County,
9. Illinois, commonly known as: a part of 801 5th Ave and legally described
10. as: See Attached legal description P.C. _____

11. 4.And to pay you therefore \$ 149,077.00 payable \$ -0- as earnest
12. money, to be tendered by Buyer no later than one business day following the date of the accepted
13. Contract, to be applied to the purchase price and the balance payable as follows:(A. Cash at time of
14. closing) or (B. See attached addendum).

15. THIS CONTRACT IS CONTINGENT UPON THE ABILITY OF THE BUYER TO:

16. **5.Absence of Notice:** Except as specifically provided, in the absence of written notice within the time
17. specified herein relative to any contingency, it shall be presumed that such contingency has not been
18. satisfied, and this Contract shall be deemed null and void and Buyer's earnest money shall be refunded to
19. Buyer.

20. **6.Closing:** This transaction shall be closed on or before _____,20____, in the county in which
21. the property is located or a mutually agreed upon location. If this is a cash transaction, Buyer and Seller
22. shall each pay one-half of title company closing fee. Seller shall deliver possession at time of closing, free
23. of debris.

24. **7.Prorations:** All prorations including, but not limited to, rents, property taxes and any association fees,
25. dues or annual association assessments, shall be made as of possession and based on the latest
26. available information. Any special service area tax shall be prorated for the year of closing only. Tax
27. prorations shall be based on 100% of the most recent full year tax bill unless the property has not been
28. assessed previously as a separate parcel, in which event the seller agrees to escrow 100% of the
29. previous year's tax bill on the entire parcel with the title company and agrees to prorate the taxes upon
30. receipt of the actual tax bill. Tax prorations shall be final as of closing. Prorations shall be made on a 365
31. day basis. Any existing leases or security deposits shall be assigned to Buyer at closing. All special
32. assessments confirmed by a court prior to closing shall be paid by Seller at closing.

33. **8.Verifications:** The following verifications or reports are incorporated herein by reference and identified
34. by the initials of the parties.

35. Seller's Buyer's
36. Initials Initials

37. / / **A. SEPTIC SYSTEM** Obtain at (Seller's)(Buyer's) expense, a report from the
38. _____ County Health Department that a conventional septic system may be
39. installed on the premises at a location acceptable to Buyer. This Contract shall be
40. void unless such report is received or receipt waived in writing on or
41. before _____,20____.

42. / / **B. BASEMENT SUITABILITY** Obtain at (Seller's)(Buyer's) expense, a report from
43. the _____ County Soil Conservation Service that a basement
44. acceptable to Buyer may be installed on the premises. This Contract shall be void
45. unless such report is received or receipt waived in writing on or
46. before _____,20____.

47. / / **C. SEWER/WATER** This contract is contingent upon (Seller's)(Buyer's) verification
48. that (Sewer) and (Water) is available at the lot line subject to normal connection
49. charges. This Contract shall be void unless such report is received or receipt
50. waived in writing on or before _____,20____.

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___/___ ___/___
___/___ ___/___

D. BUILDING PERMIT Seller to provide written verification that a building permit is obtainable for the premises. This Contract shall be void unless such report is received or receipt waived in writing on or before _____, 20____.

E. ZONING Seller to provide written verification that the premises are presently zoned _____. This Contract shall be void unless such report is received or receipt waived in writing on or before _____, 20____.

9.Reinspection: Buyer shall have the right to reinspect the premises within 48 hours prior to closing to determine the premises are in the same condition as the date of acceptance of this Contract.

10.Attorney Review: The respective attorneys for the parties may approve, disapprove, or make modifications to this Contract, other than the stated purchase price, within 5 business days after the date of final acceptance. Disapproval or modification of this Contract shall not be based solely upon the stated purchase price. Any notice of disapproval or proposed modification(s) by any parties shall be in writing. If written notice is not served within the time specified, this provision shall be deemed waived by the parties and this Contract shall remain in full force and effect. If, prior to expiration of 10 business days after date of final acceptance, written agreement is not reached by the parties with respect to resolution of proposed modifications, then this Contract shall be null and void.

11.Title Insurance: Seller shall furnish a current title insurance commitment, in the amount of the purchase price, to Buyer prior to closing, and a final policy thereafter, at Seller's expense, showing merchantable title subject only to the following permitted exceptions: a) all taxes and special assessments confirmed prior to closing; b) building and building line setbacks, use and occupancy restrictions; c) zoning laws and ordinances; d) easements for the use of public utilities; e) roads and highways; and f) drainage ditches, feeders, and laterals. In addition, Seller shall furnish Buyer an affidavit, in form acceptable to counsel for Buyer, showing with a maximum of factual detail that no liens exist affecting the premises pursuant to the Mechanic's Lien Law of the State of Illinois.

12.Title Objections: Buyer, or Buyer's attorney, shall, within 10 days after receiving such title evidence, deliver to Seller or Seller's agent, together with such evidence, a memorandum in writing, specifying the objections Buyer makes to title. If material defects found in the title are not cured within 20 days after such notice, this Contract shall, at Buyer's option, be void, and earnest money returned. Notice of election of such option shall be given to Seller. Buyer may elect to take such title as it then is, and may deduct from the purchase price the amounts of liens and encumbrances. In such case, Seller shall convey as above agreed; provided Buyer shall have first given written notice of such election within 10 days after the expiration of said 20 days, and tendered performance on Buyer's part. If no such notice is given, Buyer shall have no further rights under this Contract. Compliance with provisions of this paragraph shall extend the closing date until expiration of the time periods as provided herein.

13.Buyer Default: Should Buyer fail to perform this Contract promptly, at the time and in the manner herein specified, the earnest money shall, at the option of the Seller, be forfeited by Buyer as liquidated damages, and this Contract shall be null and void and Seller shall then have the right to possession of the premises. Disbursement of the earnest money after forfeiture shall be governed by applicable Illinois license law or such written direction as Buyer and Seller may have given the Escrowee, including paragraph 9.

14.Deed: At closing, Seller shall convey merchantable title to the property, subject to permitted exceptions, to Buyer or whomever Buyer may direct, by stamped recordable warranty deed releasing homestead, or such other appropriate deed or agreement for deed as required. At the same time, the remainder of the purchase price, or any further part of it then due, shall be paid and all documents relative to the transaction shall be signed and delivered.

15.Compliance: The parties agree to comply with the following Federal and State Acts when applicable:
A. Federal Real Estate Settlement Procedures Act (RESPA).
B. Illinois Real Estate Transfer Tax Act, with Seller to pay all transfer taxes due at closing.

16.Fax: For purposes of execution of this Contract, as well as providing subsequent notices and contingency removals, any signed document transmitted by FAX shall be deemed to be an original document.

154. The undersigned, authorized representative of the Escrowee, acknowledges receipt of the earnest money

155. (Cash)(Check)(Note) delivered on this ___ day of _____, 20___, by _____

156. ESCROWEE: _____

FOR INFORMATION ONLY

- | | | | |
|------------------------|-------------|------------------|-------------|
| 1. LOF _____ | LOF# _____ | SOF _____ | SOF# _____ |
| 2. Ph _____ | | Ph _____ | |
| 3. Fax _____ | Email _____ | Fax _____ | Email _____ |
| 4. LAG _____ | LA# _____ | SAG _____ | SAG# _____ |
| 5. Ph _____ | Email _____ | Ph _____ | Email _____ |
| 6. Seller Atty _____ | | Buyer Atty _____ | |
| 7. Ph _____ | | Ph _____ | |
| 8. Fax _____ | Email _____ | Fax _____ | Email _____ |
| 9. Lender _____ | | Ph _____ | Fx _____ |
| 10. Loan Officer _____ | | Ph _____ | Email _____ |

RIDER A

1) APPROVAL CONTINGENCY:

This Agreement is contingent upon the adoption of a formal resolution or ordinance by the City Council of the City of Belvidere approving this Agreement and authorizing the execution of this Agreement by the Mayor and City Clerk. If such approval is not granted, this Agreement is terminated and any earnest money deposited shall be immediately returned to the City.

2) PREMISES INSPECTION:

- a. The transaction contemplated by this Agreement is subject to the satisfactory inspection of the Premises, or waiver of any aspect of such inspection, by the City, at City's expense. During the Inspection Period, the City may inspect: (i) the environmental condition of the Premises, and (ii) the general condition of the Premises, including but not limited to soil compaction after demolition of the structures. Seller agrees to cooperate with any such inspection and to make all portions of the Premises available for such inspection by the City, or its designee or agent. Seller may have a representative present for such inspections.
- b. The environmental inspections of the Premises shall be sufficient to qualify as an All Appropriate Inquiry (Phase I Study) under relevant Federal Law. The City shall pay the cost of the Phase I Studies to an environmental consultant of the City's choosing. If the Phase I environmental Studies reveal the existence or likely existence of any environmental defect on the Premises, or suggests the need for additional environmental evaluation (a Phase II Study), the City may accept the Premises as is, or may at its option terminate this Agreement as set forth below or may conduct a Phase II Environmental Study. If the City elects to pursue a Phase II Environmental Study, the parties at that time shall enter into a separate agreement with regard to the terms and conditions for any of the contemplated activities necessitated for the Phase II Environmental Study. If no agreement can be reached between the parties, within ten (10) days of request by the City, this Agreement shall terminate without penalty and all earnest money shall be returned to City. If the parties come to a written agreement, then the Seller agrees to extend the terms of this contingency and the closing date to accommodate the agreed upon Phase II Environmental Study.
- c. The City agrees to indemnify, defend and hold harmless, the Seller from and against any claims arising from any entry upon the Premises by the City and its agents. The City shall restore the Premises to the condition it was in prior to any testing conducted as a part of the Premises Inspection. Any

Phase II Environmental Study desired by the City shall be at the expense of the City.

- d. Seller agrees to provide the City with any existing environmental studies, audits, soil tests, engineering studies and any notices, correspondence, letters or any other document or communication, concerning environmental compliance (received from any entity) in its possession or control within seven (7) days of the Effective Date.
- e. If a Phase I or Phase II Environmental Study reveals any environmental defect, or threat of an environmental defect (concern), the City may terminate this Agreement without penalty and all earnest money and/or escrowed money shall be immediately returned to the City. For purposes of this Agreement an environmental defect shall mean the existence or likely existence of any hazardous substance as that term may be defined in any State of Illinois or United States environmental law or regulation including, but not limited to, any and all pollutants, contaminants, toxic or hazardous wastes, materials or substances or any other substance that might pose a hazard to health or safety, the removal of which may be required or the generation, manufacture, refining, presence, production, processing, treatment, storage, handling, transportation, transfer, use disposal, release, discharge, emission, spillage, seepage or filtration of which is now or hereafter restricted, prohibited or penalized under any environmental law (including without limitation, petroleum products, lead paint, asbestos, urea formaldehyde foam insulation, and polychlorinated bipheyls.

3) SELLER'S REPRESENTATIONS AND WARRANTIES:

Seller hereby confirms to the City that the following representations and warranties are accurate as of the date hereof. In the event that Seller discovers any information subsequent to the date hereof and prior to Closing which would make any of the representations inaccurate or misleading, Seller shall promptly advise the City of such additional information. The Parties agree that Sellers' Warranties and Representations contained herein and the City's remedy in the event of any default shall survive closing and shall not merge with the deed.

- a. Seller represents and warrants that it has received no notice from any City, Village or other governmental authority of any zoning, building, fire or health code violations with respect to the Premises which have not been corrected.
- b. Seller represents that it is not a foreign person as defined in Section 1445 of the Internal Revenue code and is therefore exempt from withholding requirements of said section.
- c. Seller represents that it is fully authorized to enter into this Agreement, that neither the entry into nor the consummation of this Agreement shall violate or be deemed a breach of any agreement or contract binding upon Seller, that there is no pending, or to Seller's knowledge, threatened litigation, condemnation action or other impediment that would

prevent Seller from performing hereunder, and that no party is asserting any claim of right of possession to any portion of the Premises.

- d. Seller represents and warrants that Seller has not received written notice of any environmental claim against the Premises or Seller and there is no pending or threatened, or to the best of Seller's knowledge, contemplated or anticipated environmental claims against the Premises or Seller. For purposes of this Agreement, "environmental claim" means a claim, cost, liability or obligation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1986 or other applicable federal, state or local environmental laws, rules or regulations.
- e. From and after the Effective Date, Seller agrees not to sell, offer to sell, negotiate for a sale, transfer, convey, encumber or cause to be sold, transferred, conveyed or encumbered, the Premises or any part thereof, or alter or amend the zoning classification of the Premises, except as requested by the City to permit its intended use of the Premises, or otherwise perform or permit any act or deed which shall diminish, encumber or affect the City's rights in and to the Premises or prevent Seller from fully performing its obligations hereunder.
- f. Seller represents and warrants that no other person or entity including, but not limited to tenants, licensees, and contract purchasers, have any interest or claim to any portion of the Premises.
- g. Notwithstanding any other provision of this Agreement, Seller agrees to indemnify, defend and hold the City harmless from any and all damages or claims arising out of or in any way related to the representations and warranties contained in this section, including but not limited to the City's reasonable attorneys' fees.

4. The Parties agree that the Buyer is purchasing a portion of an existing lot. As such, the Parties will agree to execute such documents or take such actions necessary to sub-divide the parcel and transfer it to the Buyer, including but not limited to execution of a Plat Act Affidavit or an application for subdivision of land. Such action shall be at the Buyer's sole expense.

5. The Buyer shall connect the existing parking lot dry wells to the new storm sewer system including the cost of making all necessary pipe connections. Seller shall be responsible for all surface restoration after completion of the connections.

_____ Seller

_____ Buyer

BELVIDERE BOARD OF REALTORS-BOONE COUNTY BAR ASSOCIATION-APPROVED FORM
CONTRACT FOR PURCHASE AND SALE SINGLE-FAMILY RESIDENTIAL
(NOT FOR NEW CONSTRUCTION)

1. Designated agents of the Listing Broker are agents of the Seller. Designated agents of the Selling Broker
2. are agents of the Buyer unless a dual agency agreement is signed.

CONFIRMATION OF CONSENT TO DUAL AGENCY

3.
4. The undersigned confirm that they have previously consented to NA, Licensee,
5. acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee
6. acting as a Dual Agent in regard to the transaction referred to in this document.

7. Seller's Initials: / Buyer's Initials: /

8. 1. To (Seller) Estate of Terrance Bunge Ph
9. of 700 W. Locust St. Belvidere, IL 61008 (Address and Zip)

10. 2. The Undersigned (Buyer) City of Belvidere Ph
11. of 401 Whitney Blvd. Belvidere, IL 61008 (Address and Zip)

12. 3. Contract(s) to purchase the following described real estate situated in Boone County, Illinois,
13. commonly known as: 717 W. Locust St. Belvidere, IL 61008 legally described as:
14. See Attachment P.C.

15. 4. And to pay you therefore \$ 55,000.00 payable \$ -0- as earnest money, to be
16. tendered by Buyer no later than one business day following the date of the accepted Contract, to be applied to
17. the purchase price with the balance payable as follows:
18. (A. Cash at time of closing) or (B. See attached addendum).

THIS CONTRACT IS CONTINGENT UPON THE ABILITY OF THE BUYER TO:

19. **5. Absence of Notice:** Except as specifically provided, in the absence of written notice within the time specified
20. herein relative to any contingency, it shall be presumed that such contingency has not been satisfied, and this
21. Contract shall be deemed null and void and Buyer's earnest money shall be refunded to Buyer.

22. **6. Closing:** This transaction shall be closed on or before , 20 , in the county in which the
23. property is located or a mutually agreed upon location. If this is a cash transaction, Buyer and Seller shall each
24. pay one-half of the title company closing fee. Seller shall deliver possession at time of closing, in broomclean
25. condition and free of debris, both interior and exterior. In the event Buyer agrees to Seller occupying the
26. premises after closing, Seller shall pay a sum equal to .03% of the sales price per day, as an occupancy charge.

27. **7. Prorations:** All prorations including, but not limited to, rents, property taxes, fuel oil and any association fees,
28. dues or annual association assessments, shall be made as of possession and based on the latest available
29. information. Any special service area tax shall be prorated for the year of closing only. Tax prorations shall be
30. based on 100% of the most recent full year tax bill. Seller warrants that Seller has, or will, submit all required
31. documents to the Assessor's office prior to closing, to preserve all existing tax exemptions. Tax prorations shall
32. be final as of closing. Prorations shall be made on a 365-day basis. Any existing leases or security deposits
33. shall be assigned to Buyer at closing. All special assessments confirmed by a court prior to closing shall be paid
34. by Seller at closing.

35. **8. Warranties:** Seller warrants that all systems, mechanical equipment and items listed in Paragraph 10,
36. and the well and septic system(s), if any, are in NORMAL OPERATING CONDITION AS OF THE DATE OF
37. POSSESSION except . These warranties shall be enforceable only
38. if Buyer gives Seller written notice of any deficiency within 21 days of Buyer taking possession of the premises,
39. provided Buyer shall have 6 months to give written notice of any deficiency existing as of date of possession in the
40. heating, central air conditioning, septic system(s), any sprinkler system and swimming pool and equipment, if any.

41. **9.A. Well and Septic:** If the real estate is served by a well or septic system, Seller shall provide, at Seller's
42. expense, not less than 10 days prior to closing, an evaluation of the well and septic system(s) by the local
43. county health department, as required by FHA/VA, or a licensed environmental health practitioner in accordance
44. with health department standards, showing; a) that the well water is bacteriologically safe and the nitrate level is
45. within the standards approved by the State of Illinois; b) that the septic system is in normal operating condition
46. and without observable defects and; c) that there are no observed current violations of the well and septic code
47. at the property. If the Seller is unable to provide a satisfactory evaluation and unwilling to pay the costs of
48. remedying any defect, then this Contract shall be voidable at the option of Buyer and, if voided by Buyer, all
49. earnest money shall be refunded to Buyer.

50. **9.B.Sanitary Sewer:** Seller shall provide a sanitary sewer “clear water” connection Certificate of Compliance,
51. where required by local ordinance, not less than 3 days prior to closing. If Seller does not provide the
52. Certificate of Compliance, this Contract shall be voidable at the option of Buyer.

53. **9.C.Sprinkler Systems:** Seller shall provide, where applicable, a municipality’s Cross Connection Certificate
54. of Compliance relating to lawn and building sprinkling systems dated within one year of the date of closing.
55. If Seller does not provide the Certificate of Compliance by the above date, then this Contract shall be voidable
56. at the option of Buyer as Buyer’s exclusive remedy.

57. **10.Reinspection:** Buyer shall have the right to reinspect the premises within 48 hours prior to closing to
58. determine the premises are in the same condition as date of acceptance of the contract, ordinary wear
59. and tear excepted. Seller shall have all utilities turned on.

60. **11.Inspections:** Buyer may secure, at Buyer’s expense, inspections which may include, but not be limited to,
61. radon, pest, mold, lead based paint, mechanical, structural, complete home, etc., by one or more licensed or
62. certified inspectors. Buyer shall serve written notice on Seller of any conditions that are unacceptable to Buyer,
63. along with a copy of the report(s), within 5 business days (10 calendar days for lead based paint and radon), of
64. acceptance of Contract. If written notice is not served within the time specified, this provision shall be DEEMED
65. WAIVED AND THIS contract shall remain in full force and effect. If within 5 business days of receipt of
66. such notice and report(s), a written agreement cannot be reached by the Parties, this CONTRACT SHALL BE
67. VOID and earnest money returned to Buyer. The home inspection shall cover only major components of the real
68. estate, including but not limited to, heating and cooling system(s), plumbing and well system, electrical system,
69. roof, walls, windows, ceilings, floors, appliances and foundation. A major component shall be deemed to be in
70. normal operating condition if it performs the function for which it is intended, regardless of age, and does not
71. constitute a threat to health or safety. Buyer shall indemnify Seller and hold Seller harmless from and against
72. any loss or damage caused by acts or negligence of Buyer or any person performing any inspection(s). Buyer
73. agrees that minor repairs and routine maintenance are not a part of this contingency.

74. **12.Attorney Review:** The respective attorneys for the parties may approve, disapprove, or make modifications
75. to this Contract, other than the stated purchase price, within 5 business days after the date of final acceptance.
76. Disapproval or modification of this Contract shall not be based solely upon the stated purchase price. Any notice
77. of disapproval or proposed modification(s) by any parties shall be in writing. If written notice is not served within
78. the time specified, this provision shall be deemed waived by the parties and this Contract shall remain in full
79. force and effect. If, prior to the expiration of 10 business days after date of final acceptance, written agreement is
80. not reached by the parties with respect to resolution of proposed modifications, then this Contract shall be null
81. and void.

82. **13.Title Insurance:** Seller shall furnish a current title insurance commitment, in the amount of the purchase
83. price, to Buyer prior to closing, and a final policy thereafter, at Seller’s expense, showing merchantable title
84. subject only to the following permitted exceptions: a) all taxes and special assessments confirmed prior to
85. closing; b) building and building line setbacks, use and occupancy restrictions; c) zoning laws and ordinances;
86. d) easements for the use of public utilities; e) roads and highways; and f) drainage ditches, feeders, and laterals.
87. In addition, Seller shall furnish Buyer an affidavit, in form acceptable to counsel for Buyer, showing with a
88. maximum of factual detail that no liens exist affecting the premises pursuant to the Mechanic’s Lien Law of the
89. State of Illinois.

90. **14.Title Objections:** Buyer, or Buyer’s attorney, shall, within 10 days after receiving such title evidence, deliver
91. to Seller or Seller’s agent, together with such evidence, a memorandum in writing, specifying the objections
92. Buyer makes to title. If material defects found in the title are not cured within 20 days after such notice, this
93. Contract shall, at Buyer’s option, be void, and earnest money returned. Notice of such election shall be given to
94. Seller. Buyer may elect to take such title as it then is, and may deduct from the purchase price the amounts of
95. liens and encumbrances. In such case, Seller shall convey as above agreed; provided Buyer shall have first given
96. written notice of such election within 10 days after the expiration of said 20 days, and tendered performance on
97. Buyer’s part. If no such notice is given, Buyer shall have no further rights under this Contract. Compliance with
98. provisions of this paragraph shall extend the closing date until expiration of the time periods as provided herein.

99. **15.Damage to Improvements:** If, prior to closing, the improvements on the premises are destroyed or materially
100. damaged by fire or other casualty, Buyer shall have the option of declaring this Contract null and void and
101. receiving a refund of the earnest money, or of accepting the premises as damaged or destroyed, together with
102. the proceeds of any insurance payable as a result of the destruction or damage, which proceeds Seller agrees
103. to assign to Buyer.

106. **16. Buyer Default:** Should Buyer fail to perform this Contract promptly, at the time and in the manner herein
107. specified, the earnest money shall, at the option of the Seller, be forfeited by Buyer as liquidated damages,
108. and this Contract shall be null and void and Seller shall then have the right to possession of the premises.
109. Disbursement of the earnest money after forfeiture shall be governed by applicable Illinois law or
110. such written direction as Buyer and Seller may have given the Escrowee, including paragraph 9.

111. **17. FHA/VA** (if applicable): The parties agree to promptly execute the applicable FHA Amendatory Clause and
112. Real Estate Certification or the VA Amendment to Sales Contract forms currently approved by HUD, which
113. provisions are incorporated by reference into this Contract. Should the value as determined by the lender's
114. appraiser not be equal to or more than the contract price, at Buyer's option, this Contract shall become void and
115. earnest money shall be returned to Buyer. Seller shall pay costs of lender required inspections at a cost not to
116. exceed \$200, but shall not be required to pay for additional expenses or repairs unless provided herein or
117. subsequently agreed to by the parties.

118. **18. Deed:** At closing, Seller shall convey merchantable title to the property, subject to permitted exceptions,
119. to Buyer or whomever Buyer may direct, by stamped recordable warranty deed releasing homestead, or such
120. other appropriate deed or agreement for deed as required. At the same time, the remainder of the purchase
121. price, or any further part of it then due, shall be paid and all documents relative to the transaction shall be
122. signed and delivered.

123. **19. Compliance:** The parties agree to comply with the following Federal and State Acts when applicable:

- 124. A. Federal Real Estate Settlement Procedures Act (RESPA).
- 125. B. Illinois Real Estate Transfer Tax Act, with Seller to pay all transfer taxes due at closing.
- 126. C. The Illinois Smoke Detector Act and Carbon Monoxide Detector Act, with Seller to provide all
127. required detectors in operating condition.
- 128. D. Illinois Residential Real Property Disclosure Act for 1-4 family residential dwellings, which Act
129. may require Seller to deliver to Buyer a report disclosing material defects in the property prior to the
130. execution of this Contract.
- 131. E. Illinois Radon Awareness Act.
- 132. F. Federal Lead Based Paint Rider required for pre-1978 residential property (Target Housing).

133. **20. Fax:** For purposes of execution of this Contract, as well as providing subsequent notices and contingency
134. removals, any signed document transmitted by FAX shall be deemed to be an original document.

135. **21. Notices:** Except as provided otherwise, required notices shall be in writing and served directly upon any one
136. of the parties to whom the notice is directed, or the party's real estate agents or attorneys. Notices shall be
137. served (a) by personal delivery; or (b) by FAX effective as of the date of transmission provided transmission is on
138. regular business days, legal holidays excluded, during normal business hours of 8:30 A.M. to 4:30 P.M. C.S.T.
139. (A FAX sent at any other time shall be deemed effective as of 8:30 A.M. the next business day); or (c) by regular
140. or certified mail effective as of 10:00 A.M. on the second business day following the mailing.

141. **22. Binding:** This document represents the entire agreement and shall be binding upon the parties, their heirs,
142. successors and assigns.

143. **23. Optional Clauses:** The following are incorporated herein by reference and identified by the initials of the
144. parties.

145. Seller's Buyer's
146. Initials Initials

147.
148. ___/___ ___/___ **A. Cancellation of Prior Contract**-This contract is subject to the cancellation of
149. Seller's prior Contract on or before _____, 20____.

150. ___/___ ___/___ **B. Repair or Replacement**-This contract is subject to Seller's (repair)
151. (replacement) of _____ to normal operating
152. condition and in a workmanlike manner, at Seller's expense, prior to closing.

153. ___/___ ___/___ **C. Home Warranty Plan**-Seller shall provide to Buyer a Home Warranty Plan
154. from _____ at Seller's expense, providing for basic (and
155. _____) coverage for 12 months from date of closing.

156. ___/___ ___/___ **D. Flood Certificate**-This contract is subject to Buyer's obtaining on or
157. before _____, 20____, a guaranteed determination that the premises are not
158. located in a FEMA designated special flood hazard area or, at Buyer's option, this
159. contract shall be void.

160. ___/___ ___/___ **E. Survey**-Not less than 5 business days prior to closing, (Seller)(Buyer) shall provide
 161. a plat of survey, not more than 6 months old, from an Illinois Registered Surveyor,
 162. showing all corners staked, any encroachments, measurements of all lot lines, all ease-
 163. ments, building line set backs, all buildings, fences and other improvements on the
 164. property, and the distances thereof to all lot lines. If the plat of survey shows any
 165. encroachments or conditions which are not acceptable to Buyer, then Seller shall have
 166. said encroachments or conditions removed, or have the title insurer commit to insure
 167. against loss or damage that may be caused by such encroachments or conditions, or
 168. Buyer shall have the right to void the contract. The survey shall have the following
 169. statement prominently appearing near the professional land surveyor seal and
 170. signature: "This professional service conforms to the current Illinois minimum standards
 171. for a boundary survey".

172. ___/___ ___/___ **F. As Is**-Buyer accepts the premises in "AS IS" condition as of date of Contract and
 173. waives the provisions of Paragraph 11 hereof. (DELETE PARAGRAPH 11 AND
 174. INITIAL. DOES NOT AFFECT DISCLOSURE REQUIREMENTS OF PARAGRAPH 12.

175. ___/___ ___/___ **G. Resale of Existing Residential Property with a Common Interest Community**
 176. Association Addendum is incorporated herein

177. ___/___ ___/___ **H. (Seller Financing) or (Assumption) Addendum** is incorporated herein by
 178. reference.

179. **24.** Insert applicable additional provisions: ___The Attached rider A is deemed a part of this Contract and is incorporated
 herein as if fully set forth. _____

NOTICE TO THE PARTIES

180. **TIME IS OF THE ESSENCE OF THIS CONTRACT AND OF ALL TERMS AND CONDITIONS HEREOF.**
 181. **YOU AGREE TO MAKE A GOOD FAITH EFFORT TO SATISFY ALL CONTINGENCIES SET FORTH**
 182. **IN THIS CONTRACT. BY SIGNING THIS CONTRACT, YOU ARE ENTERING INTO A BINDING**
 183. **LEGAL AGREEMENT. ANY REPRESENTATION UPON WHICH YOU RELY SHOULD BE INCLUDED**
 184. **IN THIS CONTRACT. NO ORAL REPRESENTATION WILL BE BINDING UPON, OR AN OBLIGATION**
 185. **OF, THE SELLER(S), THE BUYER(S), THE REAL ESTATE BROKERS OR THE AGENTS.**
 186.

187. Dated this ___ day of _____, 20___, and to be accepted on or before _____, 20___.

188. BUYER _____ BUYER _____

189. (Accepted)(Countered) _____, 20___, with counter offer to be accepted on or before
 190. _____, 20___.

191. SELLER _____ SELLER _____

192. Date of final acceptance: _____, 20___.

193. SELLER _____ BUYER _____

194. SELLER _____ BUYER _____

195. The undersigned, an authorized representative of the Escrowee, acknowledges receipt of the earnest money
 196. (Cash)(Check)(Note) delivered on this ___ day of _____, 20___, by _____
 197. ESCROWEE: _____

FOR INFORMATION ONLY

- 1. LOF _____ LOF# _____ SOF _____ SOF# _____
- 2. Ph _____ Ph _____
- 3. Fax _____ Fax _____
- 4. LAG _____ LA# _____ SAG _____ SAG# _____
- 5. Ph _____ Ph _____
- 6. Email _____ Email _____
- 7. Seller Atty _____ Buyer Atty _____
- 8. Ph _____ Ph _____
- 9. Fax _____ Fax _____
- 10. Email _____ Email _____
- 11. Lender _____ License # _____ Ph _____
- 12. Loan Officer _____ Ph _____ Fax _____
- 13. Email _____

RIDER A

1) APPROVAL CONTINGENCY:

This Agreement is contingent upon the adoption of a formal resolution or ordinance by the City Council of the City of Belvidere approving this Agreement and authorizing the execution of this Agreement by the Mayor and City Clerk. If such approval is not granted, this Agreement is terminated and any earnest money deposited shall be immediately returned to the City.

2) PREMISES INSPECTION:

- a. The transaction contemplated by this Agreement is subject to the satisfactory inspection of the Premises, or waiver of any aspect of such inspection, by the City, at City's expense. During the Inspection Period, the City may inspect: (i) the environmental condition of the Premises, and (ii) the general condition of the Premises, including but not limited to soil compaction after demolition of the structures. Seller agrees to cooperate with any such inspection and to make all portions of the Premises available for such inspection by the City, or its designee or agent. Seller may have a representative present for such inspections.
- b. The environmental inspections of the Premises shall be sufficient to qualify as an All Appropriate Inquiry (Phase I Study) under relevant Federal Law. The City shall pay the cost of the Phase I Studies to an environmental consultant of the City's choosing. If the Phase I environmental Studies reveal the existence or likely existence of any environmental defect on the Premises, or suggests the need for additional environmental evaluation (a Phase II Study), the City may accept the Premises as is, or may at its option terminate this Agreement as set forth below or may conduct a Phase II Environmental Study. If the City elects to pursue a Phase II Environmental Study, the parties at that time shall enter into a separate agreement with regard to the terms and conditions for any of the contemplated activities necessitated for the Phase II Environmental Study. If no agreement can be reached between the parties, within ten (10) days of request by the City, this Agreement shall terminate without penalty and all earnest money shall be returned to City. If the parties come to a written agreement, then the Seller agrees to extend the terms of this contingency and the closing date to accommodate the agreed upon Phase II Environmental Study.
- c. The City agrees to indemnify, defend and hold harmless, the Seller from and against any claims arising from any entry upon the Premises by the City and its agents. The City shall restore the Premises to the condition it was in prior to any testing conducted as a part of the Premises Inspection. Any

Phase II Environmental Study desired by the City shall be at the expense of the City.

- d. Seller agrees to provide the City with any existing environmental studies, audits, soil tests, engineering studies and any notices, correspondence, letters or any other document or communication, concerning environmental compliance (received from any entity) in its possession or control within seven (7) days of the Effective Date.
- e. If a Phase I or Phase II Environmental Study reveals any environmental defect, or threat of an environmental defect (concern), the City may terminate this Agreement without penalty and all earnest money and/or escrowed money shall be immediately returned to the City. For purposes of this Agreement an environmental defect shall mean the existence or likely existence of any hazardous substance as that term may be defined in any State of Illinois or United States environmental law or regulation including, but not limited to, any and all pollutants, contaminants, toxic or hazardous wastes, materials or substances or any other substance that might pose a hazard to health or safety, the removal of which may be required or the generation, manufacture, refining, presence, production, processing, treatment, storage, handling, transportation, transfer, use disposal, release, discharge, emission, spillage, seepage or filtration of which is now or hereafter restricted, prohibited or penalized under any environmental law (including without limitation, petroleum products, lead paint, asbestos, urea formaldehyde foam insulation, and polychlorinated bipheyls.

3) SELLER'S REPRESENTATIONS AND WARRANTIES:

Seller hereby confirms to the City that the following representations and warranties are accurate as of the date hereof. In the event that Seller discovers any information subsequent to the date hereof and prior to Closing which would make any of the representations inaccurate or misleading, Seller shall promptly advise the City of such additional information. The Parties agree that Sellers' Warranties and Representations contained herein and the City's remedy in the event of any default shall survive closing and shall not merge with the deed.

- a. Seller represents and warrants that it has received no notice from any City, Village or other governmental authority of any zoning, building, fire or health code violations with respect to the Premises which have not been corrected.
- b. Seller represents that it is not a foreign person as defined in Section 1445 of the Internal Revenue code and is therefore exempt from withholding requirements of said section.
- c. Seller represents that it is fully authorized to enter into this Agreement, that neither the entry into nor the consummation of this Agreement shall violate or be deemed a breach of any agreement or contract binding upon Seller, that there is no pending, or to Seller's knowledge, threatened litigation, condemnation action or other impediment that would

prevent Seller from performing hereunder, and that no party is asserting any claim of right of possession to any portion of the Premises.

- d. Seller represents and warrants that Seller has not received written notice of any environmental claim against the Premises or Seller and there is no pending or threatened, or to the best of Seller's knowledge, contemplated or anticipated environmental claims against the Premises or Seller. For purposes of this Agreement, "environmental claim" means a claim, cost, liability or obligation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1986 or other applicable federal, state or local environmental laws, rules or regulations.
- e. From and after the Effective Date, Seller agrees not to sell, offer to sell, negotiate for a sale, transfer, convey, encumber or cause to be sold, transferred, conveyed or encumbered, the Premises or any part thereof, or alter or amend the zoning classification of the Premises, except as requested by the City to permit its intended use of the Premises, or otherwise perform or permit any act or deed which shall diminish, encumber or affect the City's rights in and to the Premises or prevent Seller from fully performing its obligations hereunder.
- f. Seller represents and warrants that no other person or entity including, but not limited to tenants, licensees, and contract purchasers, have any interest or claim to any portion of the Premises.
- g. Notwithstanding any other provision of this Agreement, Seller agrees to indemnify, defend and hold the City harmless from any and all damages or claims arising out of or in any way related to the representations and warranties contained in this section, including but not limited to the City's reasonable attorneys' fees.

4. The Parties agree that the Buyer is purchasing a portion of an existing lot. As such, the Parties will agree to execute such documents or take such actions necessary to sub-divide the parcel and transfer it to the Buyer, including but not limited to execution of a Plat Act Affidavit or an application for subdivision of land. Such action shall be at the Buyer's sole expense.

_____ Seller

_____ Buyer

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 2/8/2022
Re: 5th Avenue Storm Sewer Detention and Relief Line Project – Environmental Site Assessments

Attached are the proposals from Terracon to complete Phase I Environmental Site Assessments (ESAs) for the properties located at 717 West Locust Street and 801 5th Avenue, prior to purchase.

717 West Locust Street:	\$1,550.00
801 5 th Avenue:	<u>\$2,500.00</u>
	\$4,050.00

Terracon said that they can complete both ESAs for \$3,900.00.

I would recommend approval of the proposals from Terracon to complete Phase I ESAs for the property located at 717 West Locust Street and the property located at 801 5th Avenue for the total cost of \$3,900.00. This work will be paid for from Line Item #41-5-110-8024.

February 3, 2022

Phase I Environmental Site Assessment (ESA) Purchase Order
Terracon Proposal No. P11227041



Client Information	<u>Contact Name</u> Brent Anderson	<u>Company Name and Address</u> City of Belvidere 401 Whitney Blvd. Suite 200 Belvidere, Illinois	<u>Contact Phone and Email</u> banderson@ci.belvidere.il.us (815) 544-2947
Project information (address, parcel #, description)	Single family residence with detected garage located at 717 W. Locust Street, Belvidere, Illinois Property Identification Number: 05-35-202-006		
Scope of Services	<ul style="list-style-type: none"> Phase I ESA consistent with ASTM E1527-13 Chain of Title/Environmental Lien Search is not included in this fee. Terracon can contract this search for an additional fee of \$350 per legal parcel #. Additional non-Phase I ESA scope items: See table below. Site Access and Safety <p>COVID-2019 Notice: As our client, you shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement(s). Terracon will be responsible for supervision and site safety measures for our employees, but shall not be responsible for the supervision or health and safety precautions for any third parties. In addition, Terracon retains the right to stop work without penalty at any time we believe it is in the best interests of our employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. You agree to respond quickly to all Terracon requests for information related to our pre-task planning and risk assessment processes. You are responsible for notifying us of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.</p>		
Report Delivery Date	15 Business Days from Authorization		
Base Fee	\$1,550		
Additional Services (Select all that apply)	<input type="checkbox"/> Visual Observations for Suspect Asbestos (\$100) <input type="checkbox"/> Visual Observations for Mold (\$50) <input type="checkbox"/> Radon Records Review (\$100) <input type="checkbox"/> Visual Observations for Suspect Lead-Based Paint (\$100) <input type="checkbox"/> Regulatory Agency File Review (\$150)		<input type="checkbox"/> Lead in Drinking Water Records Review (\$100) <input type="checkbox"/> Threatened/Endangered Species Records Review (\$150) <input type="checkbox"/> Historic Properties/Archaeological Resources Review (\$150) <input type="checkbox"/> ASTM E 2600-15 Vapor Encroachment Screen (\$200)

Work to be performed in accordance with the attached terms and conditions.

Steve Swenson, P.G., CHMM
Senior Geologist / Due Diligence Group Manager

Terracon Consultants, Inc. 192 Exchange Blvd Glendale Heights, IL
P 630-445-0206 F 630-357-9489 terracon.com



February 3, 2022



Phase I Environmental Site Assessment (ESA) Purchase Order
Terracon Proposal No. P11227042

Client Information	<u>Contact Name</u> Brent Anderson	<u>Company Name and Address</u> City of Belvidere 401 Whitney Blvd. Suite 200 Belvidere, Illinois 61008	<u>Contact Phone and Email</u> banderson@ci.belvidere.il.us (815) 544-2947
Project information (address, parcel #, description)	Commercial/Industrial property located at 801 5 th Avenue, Belvidere, Illinois Property Identification Number(s): 05-35-205-032, 030, 031, 036, and 037		
Scope of Services	<ul style="list-style-type: none"> Phase I ESA consistent with ASTM E1527-13 Chain of Title/Environmental Lien Search is not included in this fee. Terracon can contract this search for an additional fee of \$350 per legal parcel #. Additional non-Phase I ESA scope items: See table below. Site Access and Safety <p>COVID-2019 Notice: As our client, you shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement(s). Terracon will be responsible for supervision and site safety measures for our employees, but shall not be responsible for the supervision or health and safety precautions for any third parties. In addition, Terracon retains the right to stop work without penalty at any time we believe it is in the best interests of our employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. You agree to respond quickly to all Terracon requests for information related to our pre-task planning and risk assessment processes. You are responsible for notifying us of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.</p>		
Report Delivery Date	15 Business Days from Authorization		
Base Fee	\$2,500		
Additional Services (Select all that apply)	<input type="checkbox"/> Visual Observations for Suspect Asbestos (\$100) <input type="checkbox"/> Visual Observations for Mold (\$50) <input type="checkbox"/> Radon Records Review (\$100) <input type="checkbox"/> Visual Observations for Suspect Lead-Based Paint (\$100) <input type="checkbox"/> Regulatory Agency File Review (\$150)	<input type="checkbox"/> Lead in Drinking Water Records Review (\$100) <input type="checkbox"/> Threatened/Endangered Species Records Review (\$150) <input type="checkbox"/> Historic Properties/Archaeological Resources Review (\$150) <input type="checkbox"/> ASTM E 2600-15 Vapor Encroachment Screen (\$200)	

Work to be performed in accordance with the attached terms and conditions.


Steve Swenson, P.G., CHMM
Senior Geologist / Due Diligence Group Manager

Terracon Consultants, Inc. 192 Exchange Blvd Glendale Heights, IL
P 630-445-0206 F 630-357-9489 terracon.com



Gina Delrose

From: Daniel Gunsteen <dgunsteen@gmail.com>
Sent: Friday, January 7, 2022 12:29 PM
To: Gina Delrose
Subject: Extreme Clean Express wash

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As you and the rest of the city are aware these past 2 year have been challenging to say the least. staffing and supply chains are crazy. We had intended to get the new store open and be operational in 2021 but due to the extended covid delays and staffing issues we struggled to get the final drawings completed for permit . I want you to know with some positive news from my vendors and great outlook we intend to start this project April 2022 . so I ask you to please extend the SUP approval for one year to ensure we are covered. Thank you again for your understanding and support

--
Thank you,
Dan Gunsteen



Virus-free. www.avg.com

MEMO

DATE: January 31, 2022
TO: City Council and Clerk
FROM: Mayor Clinton Morris
RE: Appointment of Dawn Brooks

The Belvidere Historic Preservation Commission is comprised of seven (7) members, each serving a 3-year term. Dawn Brooks, who is a community volunteer and lives in Belvidere has submitted a letter of interest in being appointed to fill one of the vacant seats (term ending May 2024).

Requested Motion: Motion to consent to and approve the appointment of Ms. Brooks to the Belvidere Historic Preservation Commission for a three-year term, ending in May 2024.

To Whom It May Concern,

My name is Dawn Brooks. I am so honored to be considered for a position on the Historic Preservation Commission. I moved to Belvidere in 2005 and have enjoyed being a part of this wonderful community that is so rich with history. I frequently visit the Boone County Museum of History with my children. My son, in particular, is very interested in the history of our community and I like to do anything to help further their educational interests.

I am an active volunteer in our community. I have been a volunteer in the schools for many years. I began back in 2012 as a classroom helper when my son was in kindergarten at Washington Academy. In 2013 I helped in the classroom as well as helped run the 'buddy bag' program for the 1st grade classes. In 2014, in addition to helping in the classroom, I became involved with the PTO group at Washington and was Spirit Wear Coordinator. 2015, 2016 and 2017 I was the Vice President of the PTO board at Washington Academy and helped with all the fundraisers and bring fun, family activities and events to the school. In 2018, my son moved up to Belvidere South Middle School where I served as PVO secretary.

I continue to serve on the PVO board at BSMS as Vice President. I have also worked with various volunteer efforts with the PTCO at Perry Elementary where my daughter attends school.

I have also been a member of the Ida Public Library Board of Trustees since 2019. I am currently the Secretary and chair of Expansion and Policy Committees.

As a mom with young children, it is very important to me to be involved in our community and show my kids how much richer life can be when you give back to the community you live in. I am excited to be expanding my volunteer opportunities in other areas of our community.

Thank you for your consideration,
Dawn Brooks

Resolution #2022-

A RESOLUTION AUTHORIZING CERTAIN ANNUAL PARADES FOR 2022

WHEREAS, the City of Belvidere allowed certain organizations to conduct parades on city streets in 2021, and

WHEREAS, the City Council finds it to be in the best interest of the City to allow the same parades in 2022,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BELVIDERE, ILLINOIS AS FOLLOWS:

SECTION 1: That the Mayor and City Council of the City of Belvidere approve the annual parades as set forth in Exhibit A, which is incorporated herein by reference.

SECTION 2: That the Mayor is authorized to approve amendments to the parade routes and the times and dates of the parades.

SECTION 3: The Police, Fire, and Public Works Departments are directed to provide such parade assistance as the Mayor directs.

Ayes:

Nays:

Absent:

Date Approved:

Approved:

_____ Mayor

Attest:

_____ City Clerk

ANNUAL PARADES
EXHIBIT A

- EVENT:** **GOOD FRIDAY**
SPONSOR: Members of St James Church
ROUTE: Assembles on Church Street right on Main Street right Buchanan Street right on Warren Avenue and ending at Church Street.
- EVENT:** **MEMORIAL DAY**
SPONSOR: Veteran's Memorial Commission
ROUTE: Assembles at City Lot #5, proceeds West on Pleasant to State St. Brief ceremony at State Street Bridge.
- EVENT:** **4TH OF JULY/HERITAGE DAY CELEBRATION**
SPONSOR: Heritage Day Committee
ROUTE: Assembles at Whitney Blvd, proceeds to South State Street, heading north to Harrison Avenue.
- EVENT:** **HOMECOMING PARADE**
SPONSOR: Belvidere High School
ROUTE: Assembles at the Community Building and proceeds South on Pearl Street to 6th Street, East on 6th Street to East Avenue to High School.
- EVENT:** **HOMECOMING PARADE**
SPONSOR: Belvidere North High School
ROUTE: Assembles at the corner of Buchanan Street and Main Street and proceeds north on Main Street ending at West Street.
- EVENT:** **ANNUAL HALLOWEEN PARADE**
SPONSOR: IOU Club
ROUTE: Assembles on North State Street between Perry and Boone and proceeds to the Community Building.
- EVENT:** **VETERAN'S DAY PARADE**
SPONSOR: Veteran's Memorial Commission
ROUTE: Assembles at State Street and Lincoln Avenue, March to WWII Memorial in Belvidere Park then to VFW for ceremony.
- EVENT:** **CHRISTMAS PARADE**
SPONSOR: Belvidere Park District
ROUTE: North of Ida Public Library proceed south on State Street ending at Community Building.

WINNEBAGO - BOONE INTEGRITY TASK FORCE WINNEBAGO and BOONE COUNTY, ILLINOIS

The undersigned law enforcement agencies charged with the duty of enforcing the law and protecting their citizens from illegal activity, recognize that the most effective means to accomplish that duty is through the pooling of their resources and the joint exercise of their respective authorities; and do now enter into this Inter-agency Agreement to jointly conduct certain law enforcement investigations. The effective date of this Agreement is March 10, 2022.

In consideration of the terms herein set forth and the mutual covenants and obligations of the parties hereto, the undersigned parties agree to the following:

I. PARTIES

The Winnebago-Boone Integrity Task Force (Task Force) shall consist of the Belvidere Police Department, Boone County Sheriff's Department, Cherry Valley Police Department, Durand Police Department, Loves Park Police Department, Pecatonica Police Department, Rockford Police Department, Rockford Park District Police Department, Rockton Police Department, Rock Valley College Police Department, Roscoe Police Department, Illinois State Police (ISP), Winnebago County Sheriff's Office, Winnebago Police Department, and the South Beloit Police Department (hereinafter, the "Member Agencies").

II. AUTHORITY

The parties hereby enter into this agreement in accordance with the authority vested in them by Article VII, Section 10, of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1.

The Task Force will be governed by the "Winnebago - Boone Integrity Task Force Governing Board" (hereinafter referred to as the "Board"), which will consist of the following representatives of the member Agencies: The ISP Zone 2 Investigations Commander or her/his designee, Winnebago County Sheriff or her/his designee, Rockford Chief of Police or her/his designee, Cherry Valley Chief of Police or her/his designee, Durand Chief of Police or her/his designee, Loves Park Chief of Police or her/his designee, Roscoe Chief of Police or her/his designee, Rockton Chief of Police or her/his designee, Rockford Park District Chief of Police or her/his designee, Rock Valley College Chief of Police or her/his designee, Pecatonica Chief of Police or her/his designee, Winnebago Chief of Police or her/his designee, South Beloit Chief of Police or her/his designee, Belvidere Chief of Police or his/her designee and the Boone County Sheriff or her/his designee.

The Board shall elect a Chairperson and Co-Chairperson to serve as administrators of the Task Force in the absence of the full Board.

III. PURPOSE

The purpose of the Task Force is to provide objective, comprehensive investigations into matters of integrity involving law enforcement agencies within the geographic boundaries of Winnebago and Boone Counties and those matters.

The Task Force will conduct reactive investigations when a request for Task Force assistance has been received from the Sheriff or Chief of Police. The requesting Sheriff or Chief agrees to support the investigation and to cooperate with state or federal prosecutors if the investigation determines that criminal conduct has occurred.

Task Force assistance can be requested under the following circumstances:

1. Officer-involved shooting; fatal and non-fatal;
2. Officer-involved death;

3. Use of deadly force resulting in serious injury (e.g. taser, baton, etc.);
4. In-custody death;
5. Motor vehicle crashes involving police officers where death is imminent or likely;
6. On-duty officer-involved criminal sexual assault; and
7. Any other on duty criminal investigations at the discretion of the Task Force Commander and/or Governing Board.

IV. COSTS

The parties agree that personnel appointed to the Task Force will remain employees of their respective agencies for payroll purposes. The agencies will supply necessary equipment items and will compensate their personnel for work performed in support of Task Force operations. Such compensation may include, but is not limited to, costs for wages, overtime, injury, death, and retirement benefits and insurance.

V. LIABILITIES/INSURANCE

1. Each agency will accept liability to the extent required by the Illinois Worker's Compensation Act (820 ILCS 305/I et seq) for personal injuries incurred while engaged in Task Force activities.
2. Member Agencies will furnish their assigned officers with a suitable vehicle and will bear sole responsibility for the costs of maintaining, operating, and insuring said vehicle.
3. Each Member Agency agrees to assume liability for its respective personnel, vehicles and equipment assigned to the Task Force. Each participating Member Agency assumes responsibility for the indemnification of those agency personnel acting under the authority of this agreement.

VI. INTEGRITY TASK FORCE STAFFING

1. ISP, RPD and WCSO, will assign no less than three officers to the Task Force. Other participating agencies are encouraged to assign at least one officer to the task force. However, with Board approval, any Winnebago or Boone County law enforcement agency shall be allowed participation in the task force although staffing prohibits assignment of personnel. One of the ISP personnel will be a Task Force Commander (~~Master~~ Sergeant or above) who will be responsible for supervising the overall operation of the Task Force and will report to the Winnebago - Boone Integrity Task Force Governing Board. The Task Force squad supervisors shall be members of participating agencies and will report through the Task Force Commander on all operational issues;
2. The Board may disband the operation of the Task Force at any time by a majority vote of the Board, whereupon this Agreement shall be terminated.

VII. OPERATIONAL PROCEDURES

The parties agree that the following operational procedures shall prevail throughout the duration of this agreement.

1. Task Force Commander
 - A. Will be an ISP Officer (~~Master~~ Sergeant or above) acting under supervision of ISP Zone 2 Investigations Command, or her/his designee;
 - B. Is responsible for the operations of the Task Force and overall direction and supervision of the assigned work force, to include the maintenance of case review and reporting;
 - C. Will adhere to all laws of the state of Illinois and the United States of America;
 - D. Will maintain compliance with their respective agency's policies and procedures;
 - E. Will ensure notification has been made to the Winnebago or Boone County State's Attorney, wherever the jurisdiction of the incident falls within.

2. Task Force Supervisors or "Squad Leaders"
 - A. Will be full-time police officers from participating agencies who have completed the appropriate training as required by the Board and are not the subject of any current or pending disciplinary action;
 - B. Will adhere to the laws of the state of Illinois and the United States of America;
 - C. Will maintain compliance with their respective agency's policies and procedures, as well as the policies and procedures of ISP. In the event of conflict, the most rigid standard will apply;
 - D. Will perform the duties and supervisory roles of the Task Force Commander during his/her absence;
 - E. Will supervise Task Force members during investigations.
3. Task Force Members
 - A. Will be full-time police officers from participating agencies who have completed the appropriate training as required by the Board law and are not the subject of any current or pending disciplinary action;
 - B. Will adhere to all laws of the state of Illinois and the United States of America;
 - C. Will maintain compliance with their respective agency's policies and procedures, as well as the policies and procedures of ISP. In the event of conflict, the most rigid standard will apply.

VIII. OTHER OPERATIONAL CONSIDERATIONS

1. Policies and Procedures. In signing this Agreement, a Member Agency is agreeing to the attached Policy and Procedures.
2. **Conflict of Interest** - Task Force Members will not be assigned to an operational function of any Task Force investigation if the Task Force member is employed by the requesting agency or has a legitimate conflict of interest to the on-going investigation.

Nothing in this agreement shall preclude the requesting agency from providing a professional and thorough law enforcement response to any incident covered in Article III to include ensuring public safety, giving aid to the injured, securing the crime scene, protecting evidence, and identifying witnesses.
3. **Department Liaison** - The requesting agency shall designate a department employee to act as a liaison with the Task Force during the investigation. Any requests for documents, records, or other relevant information needed by the Task Force will be made through the department liaison.
4. **Report Writing** – The ISP reporting system and the member agency's report writing and case preparation procedures shall be utilized to document investigations undertaken by the Task Force. The ISP will serve as the clearinghouse for all written reports and will present a complete copy of the Task Force's investigative case file to the requesting agency and the Winnebago or Boone County State's Attorney's Office, wherever the jurisdiction of the incident falls within.
5. **Confidential Sources** – ISP confidential source policy shall be followed. Confidential source policy includes, but it not limited to, preparation of reports identifying the confidential sources (CS), a record of his/her motivation, fictitious names, true signature, photographs, fingerprints and other data which

will serve to protect both the CS and his/her control officer. The CS procedure shall include strict adherence to policy for monetary payments (i.e., witnesses and receipt) and debriefing procedures. It is further understood that all file informants developed by the Task Force "belong" to the Task Force and are not the sole providence of one officer. Official Advance Funds (OAF) – ISP directives concerning the utilization of OAF shall be followed.

6. **Media Relations** – Media releases will be handled by the Task Force Commander after consultation with the Winnebago or Boone County State's Attorneys, wherever the jurisdiction of the incident falls within. Matters relating to the Task Force investigation will be addressed by the Commander; matters that are administrative and involve personnel of a member agency shall be handled by that agency's Sheriff or Chief of Police.
7. **Freedom of Information** – The Winnebago - Boone Integrity Task Force recognizes and will comply with the established guidelines set forth in the Freedom of Information Act. Any FOIA requests relating to a Task Force investigation will be referred to the Winnebago or Boone County State's Attorney's Office, wherever the jurisdiction of the incident falls within.

IX. TERMINATION/MODIFICATION OF AGREEMENT

This agreement shall be in full force and effect between all signatories of this Agreement until such a time that the Board dissolves said Agreement. A member agency may withdraw from this Agreement at any time by providing written notice thirty (30) days prior to withdrawal to the remaining Board members.

X. SIGNATORIES OF TASK FORCE MEMBER AGENCIES

Dated this ____ Day of _____, _____

BELVIDERE POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

BOONE COUNTY SHERIFF'S DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

CHERRY VALLEY POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

DURAND POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

ILLINOIS STATE POLICE

By: _____

Dated this ____ Day of _____, _____

LOVES PARK POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

PECATONICA POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

ROCKFORD PARK DISTRICT POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

ROCKFORD POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

ROCKTON POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

ROSCOE POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

SOUTH BELOIT POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

WINNEBAGO POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

WINNEBAGO COUNTY SHERIFF'S DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

ROCK VALLEY COLLEGE POLICE DEPARTMENT

By: _____