

ORDINANCE NO. 574H

**AN ORDINANCE GRANTING A SPECIAL USE
TO ALLOW A PLANNED DEVELOPMENT
WITHIN THE PB, PLANNED BUSINESS DISTRICT
(2005 Gateway Center Drive)**

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, Jim Coyle, 21 S. Evergreen Avenue, #200, Arlington Heights, IL 60005 on behalf of the property owner, Murphy Oil USA, Inc., AD Valorem Tax Dept PO Box 7300, El Dorado, AR 71731 is requesting a special use to permit a planned development to rebuilding the gas station at 2005 Gateway Center Drive; 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 April 12, 2022 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 PB, Planned Business District for a planned development on the property depicted in Attachment A and legally described as:

Lot 12-B as designated upon the Re-Plat of Gateway Center, being a subdivision of part of the Northwest 1/4 of Section 6, Township 43 North, Range 4 East of the Third Principal Meridian and being all of Lot 12 Gateway Center, as Recorded in Inst. 03R17612 of the Records in the Office of the Recorder of Boone County, Illinois; situated in the County of Boone and the State of Illinois (PIN: 08-06-102-002).

is hereby approved, subject to the following conditions:

1. The Planned Development shall be developed in substantial conformance with the site plan dated 3/8/22 unless otherwise noted. (Attachment B)
2. The Planned Development shall be developed in substantial conformance with the photometrics plan dated February 2022 unless otherwise noted.
3. The Planned Development shall be developed in substantial conformance with the sign plan dated October 27, 2021.
4. 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.
5. The planned development is granting only the following flexible standards: Sections 150.105(C)(4)(B)(2) allowing in-vehicle sales or service (gas station); 150.105(C)(4)(G)(2)(C) decreasing the minimum paved surface setback from five feet to zero feet for the side and rear yards; 150.707(E)(3)(A) allowing for lighting levels to be up to 3.5 foot-candles instead of 0.50 foot-candles at the property line; 150.710(F) allowing for mechanical units to be exposed; Table 150.1007(C)1 allowing for a freestanding sign to be 95.7 square feet instead of 83 square 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 _____, 2022.

APPROVED by the Mayor of the City of Belvidere this ____ day of _____, 2022.

Clinton Morris, Mayor

ATTEST:

Sarah Turnipseed, City Clerk

Ayes: ____ Nays: ____ Absent: ____

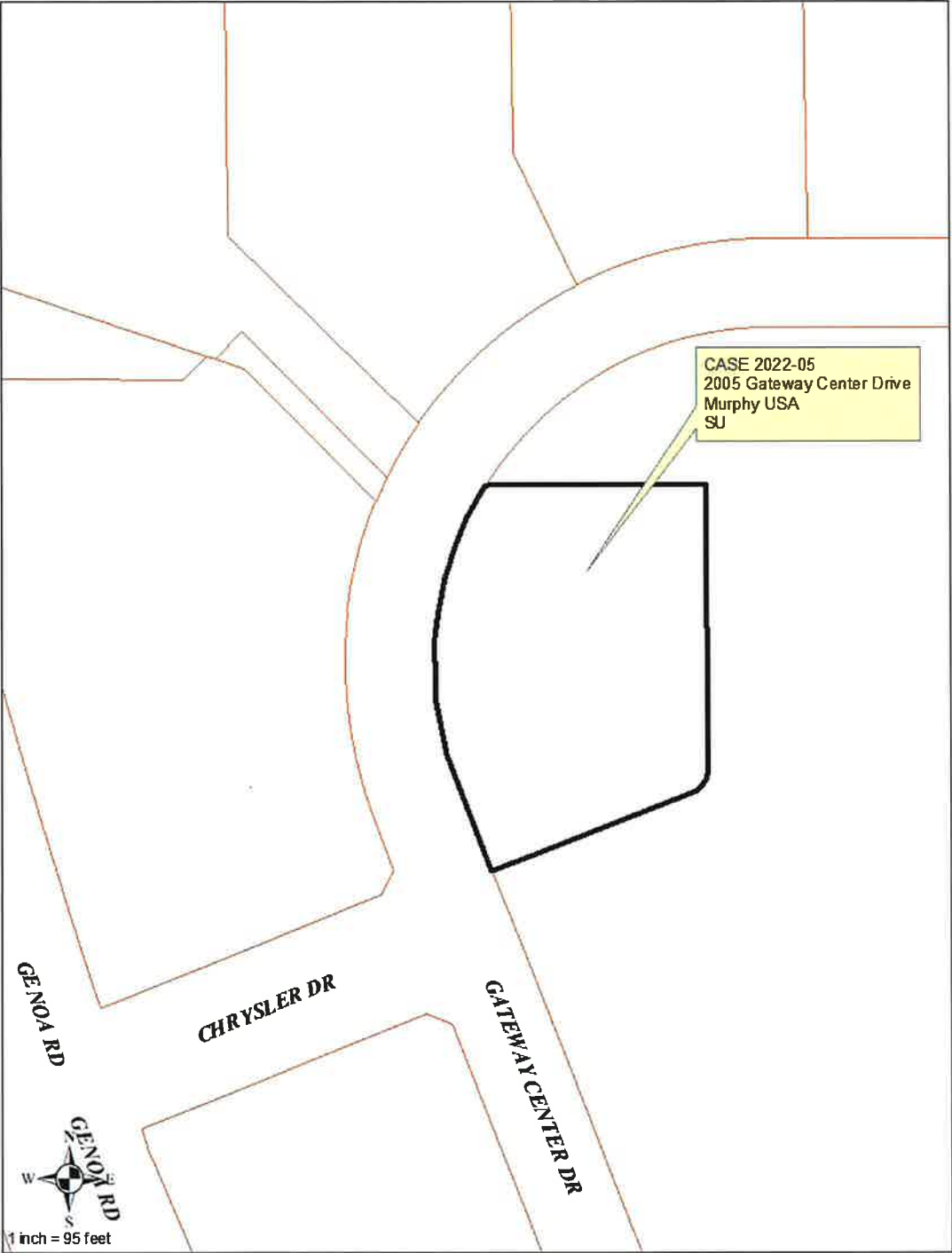
City Council Members Voting Aye: ____

City Council Members Voting Nay: ____

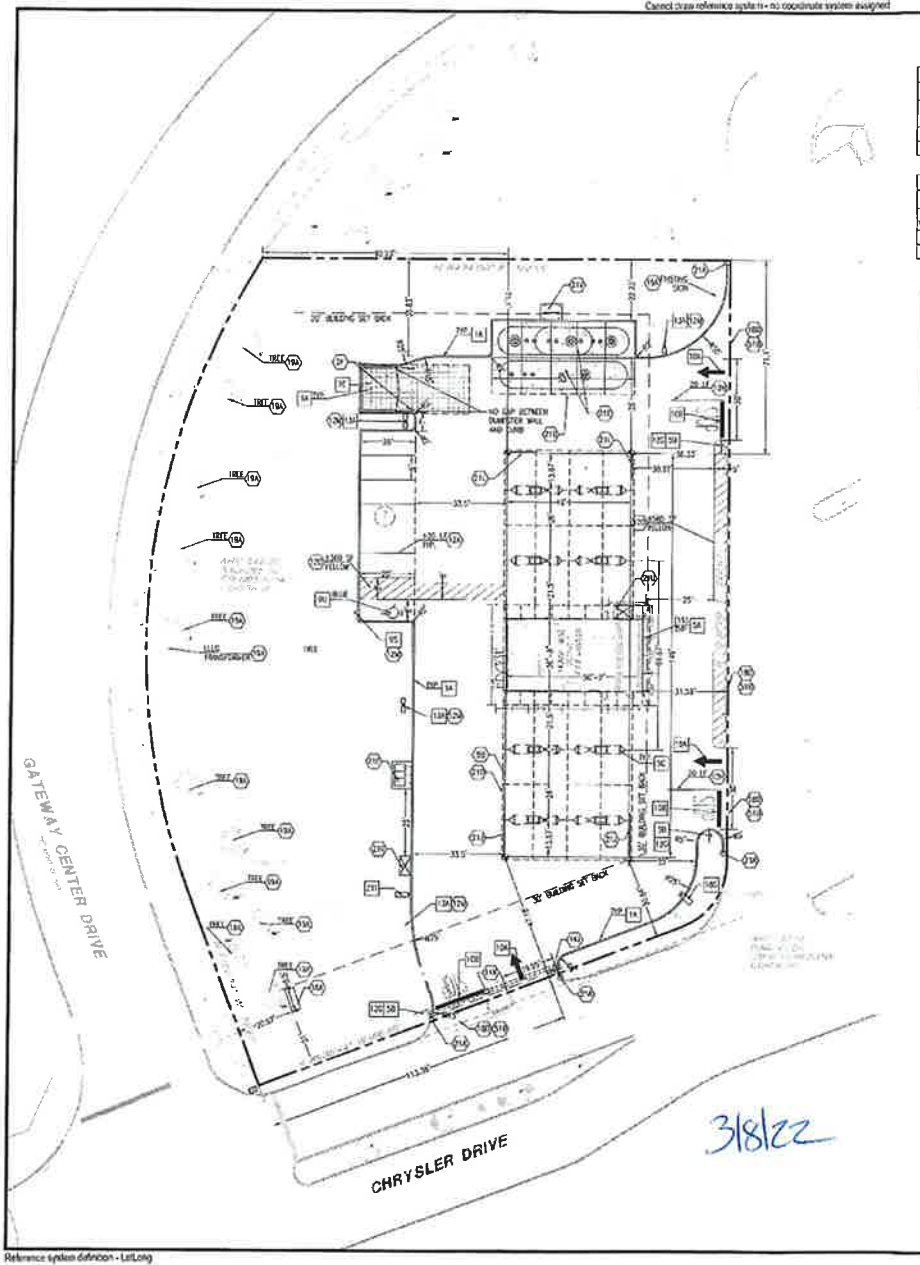
Date Published:

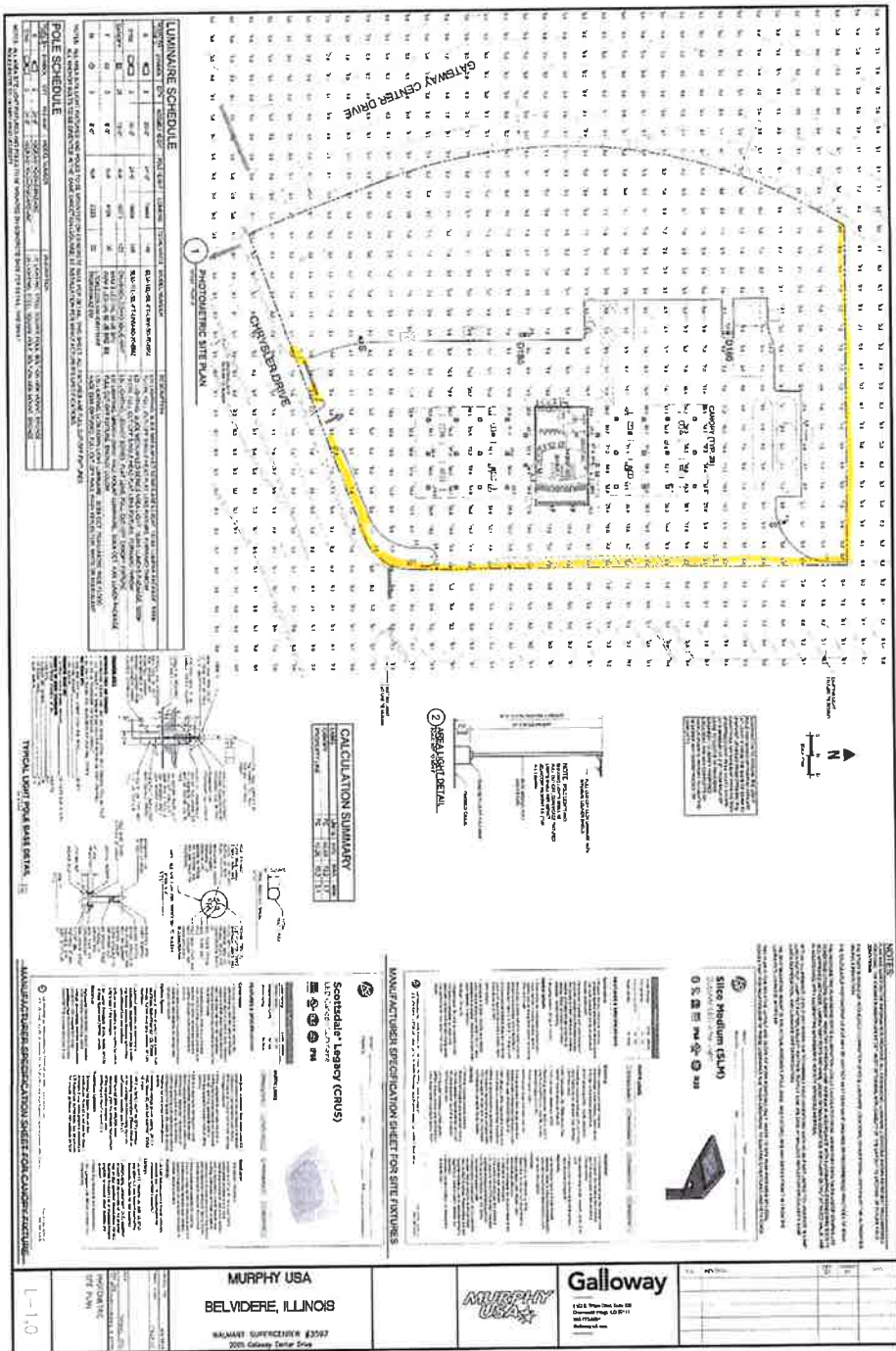
Sponsor: _____

ATTACHMENT A



ATTACHMENT B





LUMINAIRE SCHEDULE

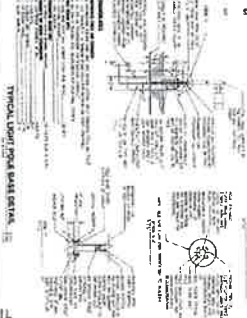
NO.	TYPE	WATTAGE	SPACING	HEIGHT	DESCRIPTION
1	LED	100W	30'	15'	LED 100W 30' 15' H
2	LED	150W	40'	20'	LED 150W 40' 20' H

POLE SCHEDULE

NO.	TYPE	WATTAGE	SPACING	HEIGHT	DESCRIPTION
1	LED	100W	30'	15'	LED 100W 30' 15' H
2	LED	150W	40'	20'	LED 150W 40' 20' H

CALCULATION SUMMARY

NO.	TYPE	WATTAGE	SPACING	HEIGHT	DESCRIPTION
1	LED	100W	30'	15'	LED 100W 30' 15' H
2	LED	150W	40'	20'	LED 150W 40' 20' H



NOTES

1. ALL LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

2. ALL LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

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8. ALL LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

9. ALL LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

10. ALL LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

MURPHY USA
BELVIERE, ILLINOIS
 WALNUT STREETVIEW #2067
 2001 Galaxy Center Drive

Galloway
 1000 West Main Street
 Chicago, IL 60607
 312.467.1000

Scottsdale Legacy (CNUS)
 1000 West Main Street
 Chicago, IL 60607
 312.467.1000

MANUFACTURER SPECIFICATION SHEET FOR SITE FIXTURES

Scale: 1" = 10'

ORDINANCE # 575H

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF BELVIDERE AND SCANNELL PROPERTIES #554 LLC, MCJ LIMITED LIABILITY COMPANY, ANDERSON TRUST NO. 96 DATED SEPTEMBER 25, 1996, MILDRED S. CUMMINS DECLARATION OF TRUST DATED APRIL 6, 1985, WAYNE A. SHATTUCK FAMILY TRUST, AND SHATTUCK FAMILY TRUST AGREEMENT DATED DECEMBER 13, 2007

WHEREAS, The City of Belvidere is authorized to enter into annexation agreements for properties that are both contiguous and non-contiguous to the City of Belvidere; and

WHEREAS, MCJ Limited Liability Company, Anderson Trust NO. 96 Dated September 25, 1996, Mildred S. Cummins Declaration of Trust Dated April 6, 1985, Wayne A. Shattuck Family Trust, and Shattuck Family Trust Agreement Dated December 13, 2007 (the Current Owner(s)) are the legal owner(s) of record with respect to certain territory that is legally described in the Annexation Agreement (the Territory) which is attached to this Ordinance (the Annexation Agreement) and which is currently contiguous to the City of Belvidere; and

WHEREAS, Scannell Properties #554 LLC (Scannell) is the contract purchaser of the Territory and the proposed developer of the Territory; and

WHEREAS, the Current Owner(s) and Scannell are ready, willing and able to enter into the Annexation Agreement and to perform its obligations as required under the Annexation Agreement and this Ordinance; and

WHEREAS, the statutory procedures provided in Sections 11-15.1-1 et seq. of the Illinois Municipal Code, as amended, for the execution of said Annexation Agreement have been fully complied with; and

WHEREAS, it is in the best interest of the City of Belvidere, Boone County, Illinois, that the City enter into an Annexation Agreement pertaining to the annexation of the Territory.

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

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

Section 2: The Mayor is hereby authorized and directed to execute, and the City Clerk is directed to attest, the Annexation Agreement between the City of Belvidere, Scannell and the Current Owners,

a copy of which is attached hereto as Exhibit A and incorporated herein. The Clerk is directed to file and record this Ordinance, the Annexation Agreement, the Annexation Ordinance and the Certificate of Notice as required by statute.

- Section 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.
- Section 4: All prior ordinances or parts of ordinances to the extent that they are inconsistent with the provisions of this Ordinance, are hereby repealed.
- 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.

Passed by the City Council of the City of Belvidere, Illinois this day of May, 2022

Approved:

Clinton Morris, Mayor

Attest:

Sarah Turnipseed, City Clerk

Ayes: .

Nays: .

Absent: .

Date Passed:

Date Approved:

Date Published:

ANNEXATION AGREEMENT

This Agreement is made and entered into as of the Effective Date set forth below by and between the City of Belvidere, an Illinois Municipal Corporation located in Boone County, Illinois (The "City"), Scannell Properties #554, LLC (and its assigns) the developer who is intending to purchase and develop the Property defined below (the "Developer"), and the Current Owners of the Property, whose names are identified on the signature lines attached hereto (The "Current Owner(s)"). The Developer and the Current Owners may be referred to jointly as the Owner or Owners. Owners also includes any future owner of any part of the Property, except where specifically designated otherwise.

WITNESSETH:

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

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

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

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

Whereas, the Current Owner(s) intend to sell the Property to Developer upon annexation of the Property, after which time the Developer will be the owner of the Property, and an “Owner” for purposes of all terms of this Agreement; Developer is made a party to this Agreement in order to bind Developer to the City in this Agreement even before becoming a fee simple owner of the Property and to clarify Developer’s obligations hereunder; and

Whereas, the Parties agree that upon recording of all deeds and documents necessary to vest title in the Developer, the Current Owners shall be released from future obligations under this Agreement and the City shall be released from any future obligations to the Current Owners under this Agreement; and

Whereas, Owners intend to file a request for preliminary subdivision plat approval, all of which is in accordance with the preliminary subdivision plat attached hereto as Exhibit "C" which is incorporated herein subject to the provisions of this Agreement; and

Whereas, a proposed Annexation Agreement, in substance and form the same as this Agreement, was submitted to the City by the Owners and a public hearing of the Mayor and City Council of the City of Belvidere was convened and properly conducted on May 2, 2022 to consider the petition for approval of this Annexation Agreement and said public hearing was held pursuant to notice as provided by statute; and

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

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

Whereas, the Owners desires that one portion of the Property be re-zoned to the GB, General Business Zoning District, and that two portions of the Property be re-zoned to the HI Heavy Industrial Zoning District, upon annexation to the City; and

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

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

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

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

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

1. Recitals. The foregoing recitals are incorporated herein as if fully set forth.
2. Annexation. Subject to the provisions of Section 65 ILCS 5/7-1-8, as amended, the Parties respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the City. Promptly after this Agreement is fully executed, the City Council shall adopt an ordinance annexing the Property subject to the terms and conditions set forth in this Agreement.

3. City Zoning. Upon annexation, Owners agree that the Property will automatically be zoned as RH Rural Holding District classification pursuant to the Belvidere Municipal Code. Further, Owners agree that the following conditions and covenants shall apply to the Property and shall be made a part of all final plats and run with the land:

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

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

C. The City will allow any undeveloped portion of the Property to remain in agricultural use.

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

5. Water Service. The City will allow Owners to extend and connect the Property to the City-operated water main system according to the preliminary design plan and specifications shown on the

attached Exhibit F which is incorporated herein. Prior to commencing construction of the water system, Owners will submit final engineering plans for review and approval by the City's Department of Public Works (Public Works) and the Illinois Environmental Agency (IEPA). If necessary, the City shall execute IEPA permits for the extension of municipal utilities, after submittal of the final engineering plans to Public Works with the understanding that the execution of said applications shall not be considered as approval of the final engineering plans. Owners shall not commence construction of the water system until the final engineering plans are approved by Public Works and all other relevant agencies. Except as may otherwise be set forth to the contrary in Exhibit K, prior to commencing construction of the water system, Owners shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin, and other fees as required by City ordinance, resolution or policy.

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

7. Plats of Subdivision. Except as otherwise set forth herein, Owners agree that all construction on the Property will be in accordance with the Belvidere Municipal Code, including but not limited to the City's Building Codes, Subdivision Codes and Zoning Codes, as amended and in effect at the time of issuance of building permit or other relevant permit. The Owners shall be allowed to seek final approval (provided the Final Plat comports with the Preliminary Plat) for those portions of the Property, and shall not be required to submit a Final Plat of the Property as one unit, but may submit for approval in accordance with the ordinances of the City and in conformance with the phasing plan as approved by the City, and as specifically referenced in Exhibit K. Approval of this Annexation Agreement shall not be construed or interpreted as an approval of any Preliminary Plat or the Final Plat of Subdivision.

A. The Owners further agree that no lot lines in the Plat of Subdivision will be within any one-hundred year flood plain boundary, as determined by the most recent F.E.M.A. Flood Boundary and

Floodway Map, as amended, and as authorized by the City of Belvidere. No structure or building shall be constructed within such one-hundred year flood plain without specific written consent of the City.

B. Owners agree that, unless provided otherwise herein, this Agreement shall not be considered as approval of any preliminary or final plat. Further, Owners agree that, notwithstanding anything else in this Agreement and notwithstanding any prior approval of any preliminary plat, the City Council may deny any final plat approval if it determines that the proposed development would be contrary to the public health or welfare.

C. Owners shall construct and complete all Public Improvements required by this Agreement, and those bonded and required by the City's subdivision control ordinance and any other public improvements, including, but not limited to, sidewalks, streets, street lighting, and sewer and water mains, with the exception of those specifically waived in Exhibit K, within eighteen (18) months of approval of a final plat of subdivision or planned development. At such time as Owners believe that all Public Improvements are ready to be dedicated to the City, or that portion of public improvements within any final plat, representatives of the City and Owners shall meet and inspect the Public Improvements to be dedicated and shall create a punch list of those items to be completed or corrected prior to acceptance of the Public Improvements by the City. These punch list items shall be completed within sixty (60) days from the date of the inspection (subject to weather and if the asphalt plants are open). If all Public Improvements are not completed within the eighteen-month period, (or the timetable approved in Exhibit K), or the punch list items are not completed to the City's satisfaction within sixty days of the inspection, the City may deny any future building permits for any property within the Annexed Property and/or withhold approval of any additional final plat until such time as the Public Improvements are completed and accepted by the City. This remedy is cumulative, in addition to, and distinct from any other remedy the City may have,

including but not limited to, remedies under any bond or letter of credit and the remedies contained in Section 16 of this Agreement.

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

9. Off-Site Improvements. All off-site improvements required herein ("Off-Site Improvements") shall be in compliance with the Belvidere Municipal Code, including but not limited to the Subdivision Ordinance and any other directives from the City and shall be constructed in accordance with the specifications and preliminary design plan shown on the attached Exhibit I which is incorporated herein and any approved final plat. Prior to commencing construction of such Off-Site Improvements, Owners shall submit final engineering plans for review and approval to the Department of Public Works and, if abutting a state road, to the Illinois Department of Transportation or any other government agency having jurisdiction and control over said road. Owners shall not commence construction of such Off-Site Improvements until final engineering plans are approved by Public Works and all other applicable agencies. Owners agree to dedicate land for the new Irene Road right of way, as shown on the attached Preliminary Subdivision Plat on Exhibit C. Upon completion of the re-alignment of Irene Road, City agrees to vacate any unused portion of existing Irene Road pursuant to statute,

10. Fees.

A. As a condition of this Agreement, Owners agree to pay and/or donate, or cause to be paid and/or donated cash contributions as set forth on Exhibit J, (except to the extent changed in Exhibit K) which are incorporated herein by reference. Owners agree that the public entity receiving a cash payment and/or donation as identified on Exhibit J may use the cash and/or donation for any public purpose. Owners further agree that the cash payment and /or donation represents a voluntary payment and/or donation, which is contractual in nature and is an agreed upon condition of annexation and this Agreement. Owners,

and on behalf of their successors and assigns, therefore waive any defenses with respect to these fees, and any other fees identified in this Agreement, and further agrees not to challenge these fees at a later date. Owners agree that, while these fees are agreed to as a part of a contractual obligation to induce the City to execute this Agreement, the fees may also serve to offset the proposed development's impact on the applicable entity, that the impact is uniquely and directly attributable to the proposed development and that the amount of the payment and/or donation is appropriate given the anticipated impact of the development. Owners, and on behalf of their successors and assigns hereby irrevocably bind themselves to refrain from making any claim or demand, or to commence, cause or permit to be prosecuted any action in law or equity against any person or entity on account of any payment or donation described in this Agreement.

11. Legal, Engineering, and Planning Costs. Owners agree to reimburse the City for its direct costs relating to reasonable attorneys' fees, planning consultants, engineering consultant's fees and costs and any other professional costs incurred by the City in connection with the annexation, Annexation Agreement, zoning, platting and development of the Property, including, but not limited to the time of in-house staff. Similarly, Owners agree to pay the City's costs of enforcing this agreement or any applicable zoning ordinance or other City ordinance or code with respect to the development of the Property, including but not limited to the City's reasonable attorneys' fees, consultants' fees and other professional costs incurred in said enforcement. Owners agrees to deposit with the City the initial non-refundable sum of \$5,000.00. For any amount over the \$5,000.00 deposit, the City will bill Owners monthly for the above referenced costs.

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

13. Indemnification: The Parties agree that the Owners shall indemnify, defend and hold the City harmless from any damages, claims, or causes of action which are in any way related to their activities in developing the Property, excepting those negligent or intentional acts of the City. These indemnities are not intended, and shall not limit, modify or circumvent the Illinois Governmental and Governmental Tort Immunities Act. Further, Owners shall maintain comprehensive liability insurance, of types and amounts, reasonably acceptable to the City with an insurance carrier with a Best's rating of A or better. Owners shall cause the City to be named as an additional insured on such insurance policy at no cost to the City.

14. Maintenance:

A. Winter Maintenance. Until the streets in any platted phase of the Property are accepted by the City, the City shall have no obligation to keep them plowed of ice and snow. It is agreed that for any platted phase that shall be or is likely to be occupied, in whole or in part, between November 15 and April 30 of the following year, the City, will remove ice and snow from paved road surfaces (dedicated right of way not yet accepted by the City) within such phases, under the same terms and conditions it maintains other rights of way, and the Owners shall reimburse the City for the cost of said removal at the City's then current labor and equipment rates which shall be provided by the Public Work's Department. Owners agree to indemnify, defend and hold the City harmless from any claims for damage (either to the person or to property) arising out of such maintenance, accepting any claims solely arising from willful or wanton actions by the City. Reimbursement shall be made within 30 days of demand.

B. General Maintenance. Until the streets in any platted phase of the Property are dedicated to and accepted by the City, it shall be the responsibility of the Owners to regularly remove all rubbish, refuse, building materials, mud, soil and other debris, from the streets, police and remove all construction debris blown offsite on adjoining property, and leave the streets in a clean state, free of any such refuse,

building materials, mud, soil or other debris, at the end of construction activities on each day. All property and premises shall be maintained in a clean, safe and sanitary condition free of the accumulation of any debris, rubbish, discarded building materials and other items. Building materials to be used in the construction of a building may be stored upon the lot upon which the building is to be erected. However, the building materials shall only be stored in a safe, clean and orderly manner. The Owners shall place the entire property, including but not limited to any lot under construction, in a safe, clean and orderly manner at the end of each construction day. If, in the City's discretion, the Owners fail to comply with this Section, the City may withhold future building permits, anywhere in the City, for the entity holding title to the property which is not in compliance and/or the City may issue a stop work order upon the property in question until such time as this Section is complied with. The City may, in its sole discretion, remedy a violation of this section by cleaning streets and/or removing debris, at the Owners' cost. The cost of said abatement shall be a lien on the Property. The remedies contained in this Section are in addition to and not exclusive of any other remedy the City may have under this Agreement or at law or in equity.

15. Ordinances. The Owners shall abide by all ordinances, resolutions, regulations, policies and laws of the City, including but not limited to, the City's subdivision code and zoning code, in effect at the execution of this Agreement and as may be subsequently amended. Owners agree to dedicate or deed to the City Public Improvements as requested by the Public Works Director.

16. Remedies. Either party may enforce this Agreement by any action or proceeding at law or in equity, and may exercise any remedy at law or in equity. The parties agree that any action relating to this Agreement shall be brought in the Circuit Court for the 17th Judicial Circuit Boone County, Illinois and both parties submit to jurisdiction and venue in that Court. Notwithstanding the foregoing, before any failure of either party to this Agreement to perform its obligations under this agreement shall be deemed

to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty (30) days of receipt of such notice. Notwithstanding the foregoing, if the Owner does not pay any fee or cost provided in this Agreement, the City may withhold the issuance of building permits until payment is received, or if the appropriate deposit is not deposited, withhold approval of any annexation, plat of subdivision, or special use until said deposit is delivered.

17. Amendment. The parties agree that this Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, or their successors in interest, by adoption of a resolution by the City approving said amendment as provided by law, and the execution of said amendment by the parties or their successors in interest. It is expressly intended that if an Owner, under this Agreement, is no longer a fee simple owner of any part of the Property, their consent and execution of any amendment is not required and is waived. This provision does not waive any other surviving contractual obligation of an Owner. Provisions which vary the standard terms of this Agreement are located in Exhibit "K" which is incorporated herein and shall contain a separate signature of the parties.

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

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

20. Addresses for Notices. All notices and other communications in connection with this agreement shall be in writing, and any notice, communication or payment hereunder shall be deemed delivered to the addresses thereof two (2) days after deposit in any main or branch United States Post Office, certified or registered mail, postage prepaid, or one (1) day after deposit thereof with any nationally known and reputable overnight courier service, delivery charges prepaid, or on the date of delivery, if personally delivered, or transmitted by facsimile with confirmation of transmittal, in any case, addressed to the parties respectively as follows:

If to Owners: Scannell Properties #554, LLC
c/o Courtney Kanzinger
8801 River Crossing Blvd. Suite 300
Indianapolis, IN 46240
Email: courtneyk@scannellproperties.com

With a Copy to: Nancy Leary Haggerty
Michael, Best & Friedrich, LLP
790 N. Water Street Suite 2500
Milwaukee, WI 53202
Email: nlhaggerty@michaelbest.com

If to City: City Clerk
City of Belvidere
401 Whitney Blvd.
Belvidere, Illinois 61008
cityclerk@ci.belvidere.il.us

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

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

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

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

23. Successors and Assigns. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors in title and their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the City and successor municipalities. Each future owner of any portion of the Property shall be deemed and Owner under this Agreement, subject to all of its rights and obligations. Owners agree to record this Agreement at the Boone County Recorder's office immediately upon its execution. Owners shall have the right to assign any benefits under this agreement, or to retain any benefits under this agreement upon a sale or transfer of any part of the Property.

24. Term of Agreement. This agreement shall be binding upon the Parties and their respective successors and assigns for the term of twenty (20) years, commencing as of the date hereof, and for such further term as may hereinafter be authorized by statute or by ordinance of the City.

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

26. Disconnection. If the property fails to become annexed to the City for any reason or if the property is annexed into another municipality, the City shall have the right to immediately, without notice, disconnect the sanitary sewer service and the water service permitted under this agreement. Failure of

the City to promptly disconnect such service does not constitute a waiver of this provision. Furthermore, Owner, and on behalf of their successors and assigns, agrees to refrain from making any claim or demand, or to commence, cause or permit to be prosecuted any action in law or equity against the City on account of disconnection pursuant to this section.

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

CITY:
City of Belvidere,
an Illinois Municipal Corporation

By: _____
Mayor Clinton Morris

ATTEST:

City Clerk

Subscribed and Sworn to
before me this _____ day.
of _____, 2022.

Notary Public

**DEVELOPER:
AND OWNER:**

SCANNELL PROPERTIES #554, LLC
an Indiana limited liability company

By: _____
Marc D. Pflering, Manager
Date: _____, 2022

Subscribed and Sworn to
before me this _____ day.
of _____, _____.

Notary Public

Current Owners:

(Being the current Owners of Record of the
Property)

(see attached sheets)

Signatures of Owners of East Parcel:

The following Owners of the East Parcel join in this Application

**ANDERSON TRUST NO. 96 DATED
SEPTEMBER 25, 1996**

By: _____

Clyde M. Anderson, Trustee

Date: _____, 2022

Address: c/o Attorney Charles Popp, 215 S. State St. Belvidere, IL 61008

ACKNOWLEDGEMENT

State of Illinois)

) ss

County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Clyde M. Anderson, as the Trustee of the Anderson Trust No. 96 Dated September 25, 1996.

Name: _____

Notary Public, State of Illinois

My Commission expires: _____ (SEAL)

Agent for owners of East Parcel for all contacts is:

Attorney Charles Popp

215 South State Street

Belvidere, IL 61008

815/544-3130

ATTORNEYPOPP@AOL.COM

MILDRED S. CUMMINS DECLARATION OF TRUST DATED APRIL 6, 1985

By: _____
James W. Cummins, Co-Trustee
Date: _____, 2022

By: _____
Judy Wechsler, Co-Trustee
Date: _____, 2022

Address: 832 Maquay Shore Road, Swanton, VT 05488

ACKNOWLEDGEMENT

State of Illinois)
) ss
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by James W. Cummins, as Co-Trustee of the Mildred S. Cummins Declaration of Trust Dated April 6, 1985.

Name: _____
Notary Public, State of Illinois
My Commission expires: _____ (SEAL)

ACKNOWLEDGEMENT

State of Illinois)
) ss
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Judy Wechsler, as Co-Trustee of the Mildred S. Cummins Declaration of Trust Dated April 6, 1985.

Name: _____
Notary Public, State of Illinois
My Commission expires: _____ (SEAL)

**WAYNE A. SHATTUCK AND CYNTHIA M.
SHATTUCK FAMILY TRUST**

By: _____
Wayne A. Shattuck, Co-Trustee Date: _____, 2022

By: _____
Cynthia M. Shattuck, Co-Trustee
Date: _____, 2022

Address: 4971 Walnut Grove Dr., Poplar Grove, IL 61065

ACKNOWLEDGEMENT

State of Illinois)
) ss
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Wayne A. Shattuck, as Co-Trustee of the Wayne A. Shattuck and Cynthia M. Shattuck Family Trust.

Name: _____
Notary Public, State of Illinois
My Commission expires: _____ (SEAL)

ACKNOWLEDGEMENT

State of Illinois)
) ss
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Cynthia M. Shattuck, as Co-Trustee of the Wayne A. Shattuck and Cynthia M. Shattuck Family Trust.

Name: _____
Notary Public, State of Illinois
My Commission expires: _____ (SEAL)

**SHATTUCK FAMILY TRUST AGREEMENT DATED
DECEMBER 13, 2007**

By: _____
Roger L. Shattuck, Co-Trustee Date: _____, 2022

By: _____
Donna L. Shattuck, Co-Trustee
Date: _____, 2022

Address: 2424 US Rte 20, Belvidere, IL 61006

ACKNOWLEDGEMENT

State of Illinois)
) ss
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Roger L. Shattuck, as Co-Trustee of the Shattuck Family Trust Agreement Dated December 13, 2007.

Name: _____
Notary Public, State of Illinois
My Commission expires: _____ (SEAL)

ACKNOWLEDGEMENT

State of Illinois)
) ss
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Donna L. Shattuck, as Co-Trustee of the Shattuck Family Trust Agreement Dated December 13, 2007.

Name: _____
Notary Public, State of Illinois
My Commission expires: _____ (SEAL)

EXHIBIT LIST

- A) LEGAL DESCRIPTION
- B) ANNEXATION PLAT
- C) PRELIMINARY SUBDIVISION PLAT
- D) PRELIMINARY SEWER DESIGN PLAN
- E) SEWER FEES
- F) PRELIMINARY WATER DESIGN PLAN
- G) WATER FEES
- H) SITE PLAN
- I) OFF-SITE IMPROVEMENTS
- J) EXACTION FEE SCHEDULE
- K) ADDENDUM OF MODIFICATIONS TO STANDARD AGREEMENT
- L) PUBLIC IMPROVEMENTS INCLUDING IRENE ROAD RELOCATION (and EXHIBIT L-1 SPECIFICATIONS FOR IRENE ROAD RELOCATION)

EXHIBIT A

LEGAL DESCRIPTION

The Legal Description of the Property which is the Subject of this Agreement is the Following:

- A. The "East Parcel", With an Address of 2444, 2424, 2532 and 2612 US Route 20, Belvidere;
Permanent Index Numbers:
05-33-300-004; 05-33-100-006; 05-33-300-005; and 05-33-300-002; and
- B. The "West Parcel": with no known address but located at the NE corner of Irene Road and USH 20 in Belvidere
Permanent Index Numbers: 05-32-400-005 and 05-33-300-001

COMBINED PERIMETER DESCRIPTION:

THAT PART OF THE EAST 1/2 AND WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33 AND THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, ALL IN TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BOONE COUNTY, ILLINOIS, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF PREMISES CONVEYED BY WILDER AND AVIE A. SHATTUCK TO THE STATE OF ILLINOIS BY WARRANTY DEED DATED MARCH 16, 1965, AND RECORDED AS DOCUMENT NO. 4221 IN THE RECORDER'S OFFICE OF BOONE COUNTY, ILLINOIS WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 33, SAID POINT OF BEGINNING BEING 133.00 FEET PERPENDICULARLY DISTANT NORTH FROM THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 89 DEGREES 38 MINUTES 13 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHWEST 1/4, 1,323.79 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 57 SECONDS EAST, 87.01 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 13 SECONDS WEST, 631.34 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32; THENCE NORTH 00 DEGREES 33 MINUTES 17 SECONDS EAST ALONG SAID WEST LINE 1820.77 FEET TO THE SOUTH LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY; THENCE NORTH 75 DEGREES 02 MINUTES 54 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE 3,410.56 FEET TO THE EAST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 33, THENCE SOUTH 00 DEGREES 39 MINUTES 57 SECONDS WEST ALONG SAID EAST LINE 2,767.02 FEET TO THE NORTH LINE OF THE AFORESAID RECORDED DOCUMENT NO. 4221; THENCE SOUTH 89 DEGREES 38 MINUTES 13 SECONDS WEST ALONG SAID NORTH LINE 1,326.51 FEET TO THE POINT OF BEGINNING.

This combined land contains 173.49 acres.

- C. Together with all gaps, gores and spaces located within said West Parcel or East Parcel, and between them.
- D. Together with all right, title and interest in and to Irene Road as presently laid out, dedicated or used, and all other adjoining roads, to the full width of the right of way.
- E. Together with all right, title and interest in and to any land north of this land and south of the railroad right of way
- F. Together with all rights and appurtenances thereto.

EXHIBIT B

ANNEXATION PLAT

[full sized drawing sent electronically-note this is a reduced picture of the 4/11 version of the Annexation Plat]

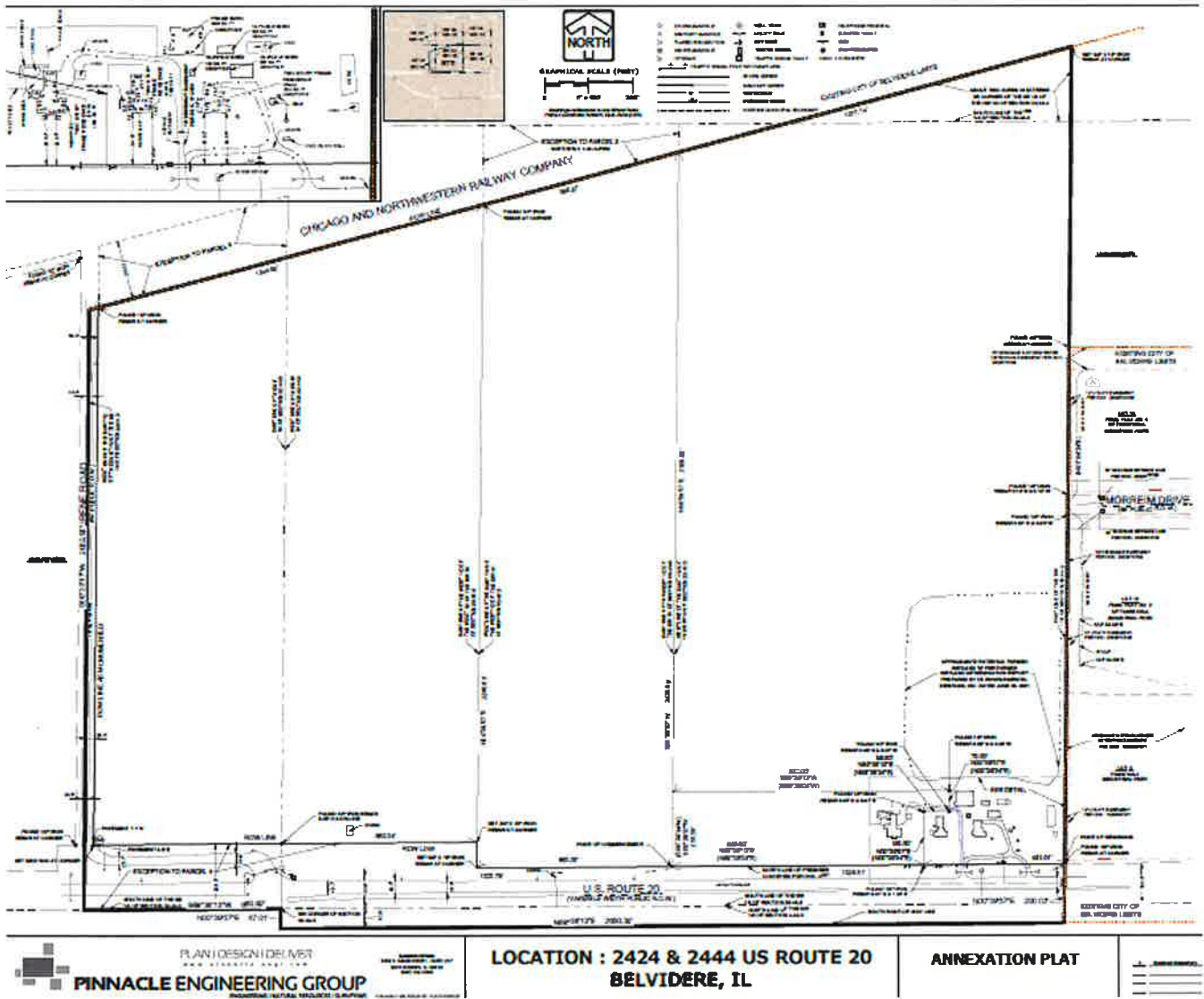


EXHIBIT C

PRELIMINARY SUBDIVISION PLAT

[note full sized plan sent electronically note this is the version of the Preliminary Subdivision Plat revisions sent to City on 4/11]

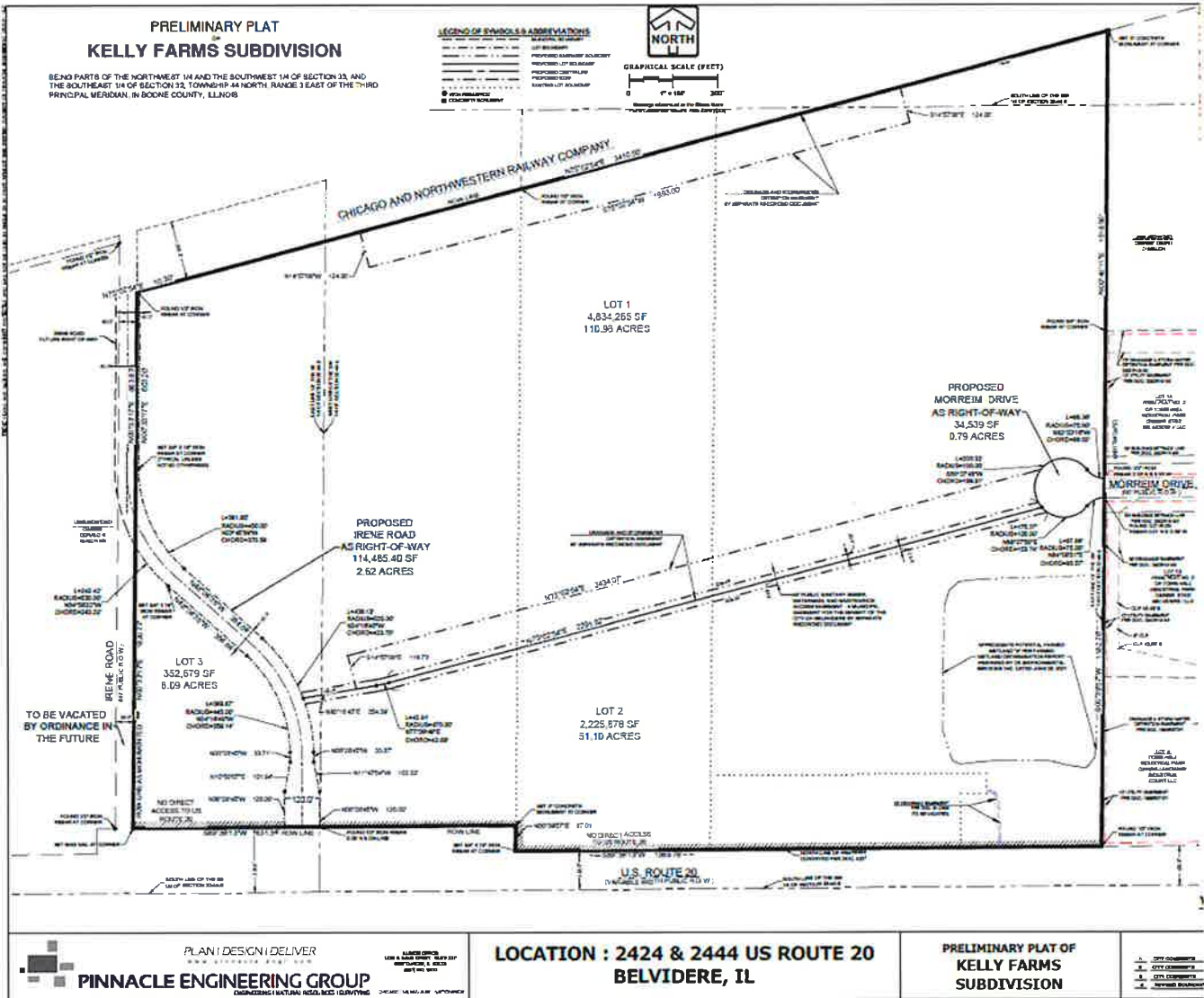


EXHIBIT D
PRELIMINARY SEWER PLAN

Owners shall dedicate, to the City, a utility easement as shown on the Preliminary Subdivision Plat (Exhibit C). Owners shall construct and dedicate to the City a sanitary sewer main from its current terminus at the East end of the Property in Morreim Drive to the western edge of the Property. Construction shall be in accordance with the City of Belvidere Municipal Code (including but not limited to its Subdivision Control Ordinance) and relevant laws and regulations of the State of Illinois. The sanitary sewer main shall be sized as required by the Department of Public Works to serve the Property as well as future parcels that will be tributary to the City's sanitary sewer system. In the event the City is awarded a grant for the cost of constructing all or a part of the Sanitary Sewer main(s), the City shall be the contracting agency in constructing the mains. In such event, the Owners shall reimburse the City for any costs of engineering, design and construction not covered by State Grant Funds identified in Exhibit K.

EXHIBIT E
SEWER FEES

Unless otherwise waived, Owners shall pay the Sewer Connection Fees, applicable recapture fees, and other fees of general applicability at the rate then in effect at the time of approval of any Plat of Subdivision or Planned Unit Development. The City may agree to defer payment of such fees to the time of a structures connection to the City's Sanitary Sewer system, in which case the applicable fee will be the fee in place at the time of connection.

EXHIBIT F

PRELIMINARY WATER DESIGN PLAN

Owners shall dedicate to the City of Belvidere utility easements as shown on the Preliminary Subdivision Plat (Exhibit C). Owners shall construct and dedicate to the City a 12-inch potable water main from its current terminus at the East end of the Property in Morreim Drive to the realigned Irene Road (as set forth in this Agreement). Owners shall also construct a 16-inch potable water main from the northern most portion of the annexed territory adjacent to Irene Rd. to the southernmost portion of the annexed territory adjacent to relocated Irene Road and will connect said 16 inch water main to the newly constructed 12 inch water main. Construction shall be in accordance with the City of Belvidere Municipal Code (including but not limited to its Subdivision Control Ordinance) and relevant laws and regulations of the State of Illinois. In the event the City is granted a grant for the cost of constructing all or a part of the potable water main(s), the City shall be the contracting agency in constructing the mains. In such event, the Owners shall reimburse the City for any costs of engineering, design and construction not covered by State Grant Funds identified in Exhibit K. The City may extend and connect the existing water system from its current terminus in Hawkeye Dr. to the North Western terminus of the new 16 inch water main.

EXHIBIT G

WATER FEES

Unless otherwise waived, Owners shall pay the Water Connection Fees, applicable recapture fees, and other fees of general applicability at the rate then in effect at the time of approval of any Plat of Subdivision or Planned Unit Development. The City may agree to defer payment of such fees to the time of a structures connection to the City's Water system, in which case the applicable fee will be the fee in place at the time of connection.

EXHIBIT H

SITE PLAN

[NOTE: DIMENSIONS ON THE DRAWING BELOW ARE APPROXIMATE. ACTUAL CONSTRUCTION OF ALL IMPROVEMENTS WILL COMPLY WITH THE AGREEMENT AND APPLICABLE BUILDING AND FIRE CODES]



PROJECT KELLY (BELVIDERE, IL) - SITE PLAN

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53006 | WWW.PINNACLE-ENGR.COM |

PLAN | DESIGN | DEL

EXHIBIT I

OFF-SITE IMPROVEMENTS

1) Owners shall construct, at Owners' sole expense, any off-site improvements necessary to the intersection of Irene Road and U.S. Route 20 required by the Illinois Department of Transportation or reasonably required by the City. This cost may be offset by grant awards received as set forth in Exhibit K. The preliminary identification of these improvements are on Exhibit L.

2) Owners' Traffic Impact Analysis (TIA) relating to the development of Proposed Lot 1 as shown on the Preliminary Plat identifies the need for intersection improvements at the intersection of Irene Rd. and Newburg Rd. (the Newburg Rd. Intersection). The proposed development of the Property impacts the need for those improvements. Owners' TIA, in conjunction with a 2017 study of the intersection, suggests that the Proposed Lot 1's impact upon the Newburg Rd. Intersection will account for approximately 5% of increased traffic impacting that intersection. The City has estimated that the required public intersection improvements will be \$1,668,577.55 as of the date of this Agreement. Owners agree to pay 5% of the actual total acquisition, construction, and design engineering cost for the improvement of the Newburg Rd. Intersection ("Newburg Rd. Intersection Costs") within thirty (30) days of completion of the work for the Newburg Rd. Intersection, and notice of completion from the City. If the Newburg Rd. Intersection work is not commenced within ten (10) years of the date of this Agreement, Owners agree to pay to the City at that time, 5% of the estimated Newburg Rd. Intersection Costs, within thirty (30) days' notice.

3) Owners and City agree that the future development of portions of the remainder of the Property will also have an impact on the Newburg Rd. Intersection. Owners agree that prior to development of any portion of the remainder of the Property, Owners shall conduct a new Traffic Impact Analysis to determine what, if any, impact each proposed development, will have on area roads and intersections, including the Newburg Rd. Intersection. The relevant Traffic Impact Analysis will be used to determine what percent of the total Newburg Rd. Intersection improvements (acquisition, design and construction) costs of the Newburg Road Intersection should be allocated to each such development. Owners shall pay that amount to the City within thirty (30) days of completion of the Newburg Rd. Intersection work and notice to the City. In the event the City completes the Newburg Rd. Intersection improvements before development of a relevant portion of the remainder of the Property, Owners agree that the City has the authority to adopt and assess a recapture program utilizing the new relevant Traffic Impact Analysis and Owners shall pay the pro-rata costs of actual construction and design engineering costs of the Newburg Rd. Intersection prior to issuance of any building permit of Lots 2 or 3 of the Proposed Subdivision Plat, or any part of them.

EXHIBIT J

EXACTION FEE SCHEDULE

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

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

**CITY OF BELVIDERE
PARK IMPACT FEE FORMULA**

6.25 Acres per 1,000 population
0.00625 Acres Per Person

Land Value Per Acre \$120,000.00

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

BELVIDERE SCHOOL DONATION FORMULA

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

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

STUDENT RATIO/UNIT

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

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

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

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

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

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

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

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

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

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

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

**CITY OF BELVIDERE
CONSERVATION DISTRICT IMPACT FEES**

12 Acres per 1,000 population
0.012 Acres Per Person

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

CURRENT

POLICE FIRE PUBLIC WORKS
ANNEXATION IMPACT FEES

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

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

POPULATION	23532
Persons per dwelling	2.932

RESIDENTIAL DEVELOPMENT

I. POLICE

General Operations	\$4,856,651.00
Capital Funds	\$373,214.00
Building Fund	\$750,000.00
PSB Expenses	\$538,772.00
sub total	\$6,518,637.00

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

CPP x	PPD	POLICE IMPACT FEE
		\$812.20 per du

II FIRE

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

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

CPP X	PPD	FIRE IMPACT FEE
		\$716.14 per du

III PUBLIC WORKS

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

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

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

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

COMMERCIAL DEVELOPMENT

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

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

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

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

EXHIBIT K

MODIFICATIONS TO STANDARD AGREEMENT

This Exhibit K is attached to and made a part of the Annexation Agreement between the City of Belvidere and the Owners, (“Annexation Agreement”). In the event of a direct conflict between this Exhibit K and the remainder of the Annexation Agreement, the terms of this Exhibit K shall control. All capitalized terms not otherwise defined herein shall have the same meaning as in the Annexation Agreement itself. Developer intends to develop the Property in the manner identified in the Statement of Project, which has been submitted to the City.

- 1) **INCENTIVE CONTINGENCY:** Developer has a contractual right to purchase the Property from the Current Owners to develop the General Mills project. The Parties agree that Developer is relying upon the incentives provided under this Agreement to purchase the Property and to develop the General Mills project on Proposed Lot 1 of the Preliminary Subdivision Plat (“Lot 1”). Therefore, Developer reserves the right to enter into this Annexation Agreement, but to: 1) defer the timing of the Project including construction of the Facility on Lot 1, for a period of up to 6 months after the effective date of this Agreement, with the obligations of all parties, including the commitments made herein for incentives, deferrals or waivers, to remain effective; or 2) in the event the State Grant Incentives, or County Grant Incentives defined below are not awarded on or before November 5, 2022, in the amounts reasonably anticipated by Developer, the parties agree that Owners, upon written notice to the City no later than November 5, 2022, may elect to defer development of the Property, in which case the Parties agree that the respective obligations under this Exhibit K shall cease and be null and void. Further, in event such notice is timely provided to the City, the development obligations contained in the remainder of this Annexation Agreement shall be deferred until such time as Owners seek to develop a part of the Property as a use other than agricultural. Owners may continue the current agricultural use until a part of the Property is developed. Owners agree that no construction permits for any part of the Property shall be issued until such time as Owners waive this contingency or all grants described in this Exhibit K are awarded.
- 2) **REZONING:** Owners has submitted two Rezoning Petitions for the Property. As part of this Annexation Agreement, City commits to rezone the Property in the manner identified in those Rezoning Petitions. Owners may continue the current agricultural use of Lots 2 and 3 until such time as each respective lot is developed with a use other than agriculture.
- 3) **CITY INCENTIVE – PROPERTY TAX REBATE:** In order to facilitate the development of Lot 1 as shown on the Preliminary Plat of Subdivision (“Lot 1”), and to fund the construction of the proposed warehouse and distribution facility on Lot 1, the City of Belvidere agrees to rebate to the Developer a percentage of the real estate taxes payable to the City of Belvidere, on Lot 1 only, as set forth below:
 - a) The parties agree that, at the time of annexation, it is proposed that a 1.3 million square foot warehouse and distribution facility (the “Facility”) be constructed on Lot 1, as shown on the

Site Plan which is attached hereto as Exhibit H. The remainder of the Property (the South Industrial Lot (“Lot 2”) and the Commercial Lot (“Lot 3”) shall not be entitled to a property tax rebate unless such a rebate is separately negotiated with the City in the future. Owners agree that only the Facility, and accessory uses directly utilized by the Facility, shall be constructed upon Lot 1.

- b) If Owners construct the Facility, the City agrees to reimburse to Owners, or as Owners directs, 75% of the City’s portion of real estate taxes (the “Tax Rebate”) with respect to Lot 1, collected by Boone County Illinois, and actually paid to and received by the City, until the 2042 expiration of this Agreement, up to a maximum amount of \$2,395,967.00 whichever comes first. The City shall retain the remaining 25%. This obligation shall commence in the first year after the Boone County Clerk, or other designated official, determines the Equalized Assessed Valuation of Lot 1 after the issuance of a final occupancy permit for the Facility, upon Lot 1. This obligation is non-recourse to the City or any of its other funds or sources of revenue. The obligation to pay the Tax Rebate only attaches to the City’s portion of real estate taxes actually received by the City from the Boone County Treasurer and attributable to Lot 1.
- c) The City shall not be obligated to rebate any real property tax revenue to Owners until: (a) the City receives relevant tax distributions from the Boone County Treasurer; (b) the Owners submit a copy of the relevant tax years tax bill; (c) the Owners submit to the City proof of payment of the real property taxes for the relevant tax year; and (d) Owners certify to the City that they are in compliance with subsection (d) of this section.
- d) Notwithstanding any other provision of this Agreement, the City’s obligations under this section 3 shall be paid only after development of the Facility on Lot 1, and paid to Developer as the fee owner of Lot 1, or to a subsequent owner of Lot 1 designated in a recorded writing by Developer, and may be assigned by Developer, to its tenant General Mills Operating LLC, (“General Mills”) or an entity in direct contractual privity with General Mills providing warehousing or distribution services on behalf of General Mills at the Facility, or assigned to an escrow account used to help fund the Irene Road Improvements or the Water and Sewer main improvements, (but only by an affirmative written assignment delivered to the City from the Developer). In the event Lot 1 is sold without an obligation to construct the Facility, or used for any purpose other than the Facility, without the City’s prior consent, the City’s obligations under this section 3 shall cease. Further, in the event the Facility does not employ at least fifty (50) concurrent employees for at least nine (9) months in a given calendar year, (or at least 75% of fifty (50) employees for twelve (12) months in a calendar year), after the date the occupancy permit is issued for Lot 1, the City’s obligations under this section shall cease for that year, unless caused by an act of God, terrorism or war, or other force majeure.

- 4) CITY FEE WAIVERS: In consideration of the Owners building the Facility, City hereby agrees to the following fees and charges associated with the development on the Property, notwithstanding that these fees are stated in the Annexation Agreement as required, or attached thereto on Exhibits E, G, or J:
- a) \$400.00 annexation fee pursuant to Section 15-10 of the Belvidere Municipal Code.
 - b) The following fees are waived with respect to Lot 1 only and only for development of the Facility.
 - i. All zoning fees assessed pursuant to Ordinance 153H.
 - c) The City affirms that the Park Impact Fee, School Impact Fee, and Conservation District Impact Fees, all identified in Exhibit J, will only be assessed upon residential development, if any, on the Property.
 - d) The City agrees to waive the recapture fees imposed with respect to Lot 1 imposed by ordinance 236G and ordinance 784G with an expected savings to the Owner of \$387,300.41. The remainder of the Property (the South Industrial Lot (Lot 2) and the Commercial Lot (Lot 3) will be subject to those recapture fees).
 - e) The City agrees to waive sanitary sewer and water connection fees imposed pursuant to Section 114-36 of the Belvidere Municipal Code with respect to Lot 1 (the North Industrial Lot) for the Facility only. Future, development on Lot 1 (North Industrial Lot), other than for the Facility, will be subject to relevant fees. The remainder of the Property is subject to those fees.
 - f) The City acknowledges that the entire Property lies within the Boone County Belvidere Enterprise Zone. The benefits of that Enterprise Zone shall apply to the Property for the life of the Enterprise Zone Agreement. The Enterprise Zone property tax abatement schedule, with respect to the City's portion of property taxes for Lot 1 (the North Industrial Lot) is included in the Tax Rebate above.
- 5) CITY ASSISTANCE WITH OTHER INCENTIVES: The City has identified certain grant, waiver, and rebate opportunities as outlined below ("State Grant Incentives") to assist in the development and construction, of public infrastructure necessitated by the development on the Property. Although the City does not control the issuance of any of these incentives, the City and Owners agree to cooperate in applying for the identified State Grant Incentives. The State Grant Incentives, if awarded, will be utilized as identified below, to defray the cost to which they are dedicated. The Owners agrees that the City's obligation under this Agreement is to cooperate in applying for the identified State Grant Incentives, to assist in those applications, and, if they are awarded to the City, to apply the proceeds to the identified purpose. These obligations are non-recourse to the City of Belvidere, including, but not limited to, its general fund, special funds, capital fund, and water and sewer funds. If the State Grant Incentives are insufficient to pay for the Irene Road Relocation the parties may agree, if legally permissible, to allocate to those costs, funds from other grants and awards contained herein otherwise coming to the Parties, to pay for these costs.
- a) Fed EDP-IDOT Grant: City agrees, with Owners' assistance, to apply for this Grant, which is \$30,000.00 per new job created. This grant is dedicated to the improvement and re-alignment of Irene Road, as set forth in this Agreement, and necessary

improvements to the Irene Rd. U.S. Route 20 intersection. The parties acknowledge that this grant requires a 50% local match with respect to the re-alignment of Irene Rd. (the U.S. Route 20 intersection improvements may be funded at 100%). The City will allocate the TARP Grant and the DCEO Grant, if awarded, as the 50% match required. Owners acknowledge that, as a grant condition, the State requires the employer of record to enter into a “claw back” agreement with the State of Illinois and/or the City of Belvidere. In the event, the employer of record does not agree to execute the “claw back” agreement the grant will not be awarded.

- b) TARP Funding-IDOT. City will apply for this Grant in the amount of \$43,000.00 dedicated to the improvement and re-alignment of Irene Road.
 - c) DCEO Grant (\$700,000.00). The City will apply for a DCEO grant in the amount of \$700,000.00 which will be used for the Roadway Improvements, including the Irene Road Realignment. The parties agree that this will constitute a partial match for the Fed EDP-IDOT Grant.
 - d) Owner and City agree to cooperate in seeking any additional incentives or grant awards available from the State of Illinois or Federal government to facilitate construction of the Public Infrastructure identified in this Agreement.
- 6) Owners shall not be obligated to construct public sidewalks within the Property as required by section 150.41(e)(2).
- 7) PHASING: Notwithstanding anything to the contrary contained in the Agreement, Developer is annexing the entire Property, subdividing the Property into Lots 1, 2 and 3 as shown in the Preliminary Subdivision Plat, but only developing Lot 1 at this time, for uses allowed under the HI Industrial zoning category, and developing Lots 2 and 3 at a later time. City accepts this phasing of the development. The City further agrees that, notwithstanding section 7(C) of this Agreement, the Public Improvements referenced therein are not required to be completed within 18 months of final plat approval. Instead, Owners and City shall work cooperatively to complete the Public Improvements identified in Exhibits D, F and L in a timely manner to facilitate completion and operation of the Facility. These Public Improvements shall be completed before a certificate of occupancy is issued for the Facility. The Newburg Road / Irene Road intersection improvements will be constructed in the future in conformance with Exhibit I. Public Improvements necessitated by the development of Lots 2 and 3, if any, shall be completed prior to issuance of a certificate of occupancy upon those lots unless the Owners and City agree otherwise, in writing, at the time of development.
- 8) PUBLIC IMPROVEMENTS AND OFF-SITE IMPROVEMENTS: The only Off-Site and On-Site Public Improvements required for the development of Lot 1 with the Facility as provided herein, are the construction of water and sewer mains (Exhibits D and F), the Irene Rd. / Newburg Road intersection (which will be funded as set forth in Exhibit I), the Irene Rd. / U.S. Route 20 intersection (to be funded as set forth in Exhibit I), the Construction of a cul-de-sac as shown on the Preliminary Plat (Exhibit C), the re-alignment of Irene Road (Exhibit L), and any necessary storm water retention / detention facilities required. Each of these public

improvements will be constructed in accordance with the City of Belvidere Municipal Code, relevant state statutes and good engineering principals. The parties agree that further, or alternative development, of Lot 1 as well as development of Lots 2 and 3 may cause the need for different or additional public improvements. Owners shall, at Owners' cost, construct any public improvements that would be required upon a subdivision of land the same as if the remainder of the Property were subdivided at the time of development.

- 9) FUTURE SUBDIVISION. Any future subdivision or combination of any part of the Property shall be undertaken pursuant to the City of Belvidere Subdivision Code. No subdivision of land shall be undertaken utilizing section 1(b) of the Illinois Plat Act (765 ILCS 205/1(b)).
- 10) ASSIGNMENT. Notwithstanding section 23 in the Agreement, although any obligations of this Agreement will run with the land, any rights of Owners to receive any financial incentives, grants or other benefits, shall only be assigned to subsequent Owners, if the Developer (as Owner) executes and records a written assignment of those specific rights.

EXHIBIT L

**PUBLIC IMPROVEMENTS AND IRENE ROAD
RELOCATION**

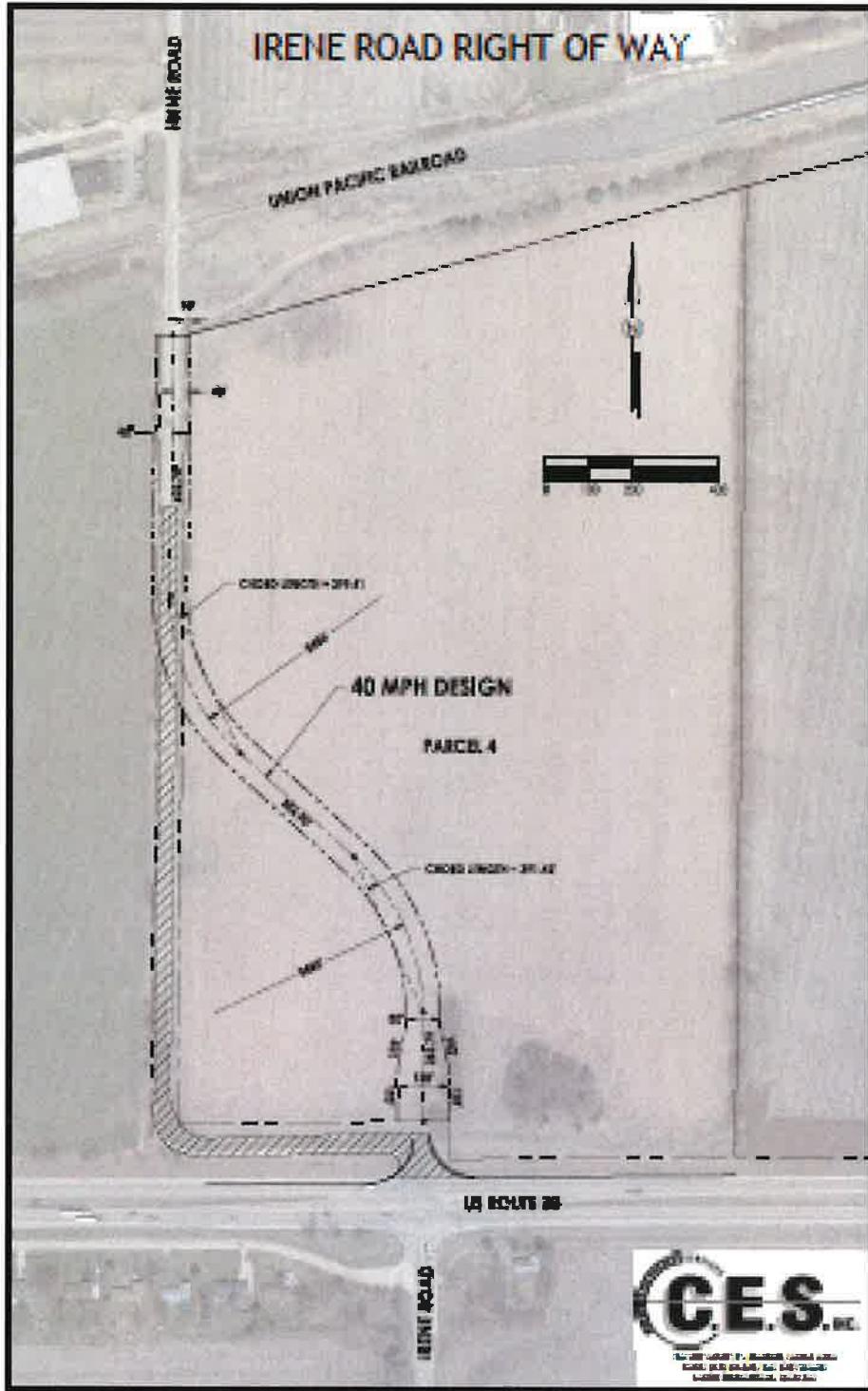
The “Public Improvements” required for this Annexation Agreement, are identified on Exhibit K.

The “Irene Road Relocation” shall be the following:

The parties agree that Owners shall, at Owners’ cost, design, construct and dedicate to the City, a realignment of Irene Road, pursuant to the preliminary design engineering attached as Exhibit L-1. As set forth in this Agreement, Owners shall dedicate to the City right-of-way shown in Exhibit C, to facilitate the realignment of Irene Road.

As set forth in Exhibit K, the City and Owners agree that the City will apply for grants from the Illinois Department of Transportation to fund the realignment of Irene Road upon the Property as well as the offsite U.S. Route 20 / Irene Road intersection improvements. In the event any grant funds are received, the City shall serve as the lead contracting agency for purposes of designing and constructing the realigned Irene Road. Owners agree to reimburse the City for all non-grant covered costs within thirty (30) days of request, or as otherwise provided in Exhibit K.

EXHIBIT L-1 IRENE ROAD RELOCATION



THIS DRAWING IS THE PROPERTY OF C.E.S. INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF C.E.S. INC.

ORDINANCE # 576H
AN ORDINANCE ANNEXING CERTAIN TERRITORY
LYING NORTH OF US ROUTE 20, EAST OF IRENE ROAD
AND SOUTH OF THE UNION PACIFIC RAIL ROAD
TO THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS

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

WHEREAS, any eligible electors residing in the Territory have executed the petition; and

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

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

WHEREAS, the legal owners of the Territory and the City have entered into a valid Annexation Agreement relating to the Territory; and

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

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

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

SECTION 1: The Territory described in the attached Exhibit A, which is incorporated herein by this reference, and which is further described in the Plat of Annexation attached as Exhibit B, which is also incorporated herein by this reference, is hereby annexed to the City of Belvidere, Boone County, Illinois.

SECTION 2: The City Clerk of the City of Belvidere is hereby directed to record, with the Recorder of Deeds for Boone County, Illinois, and file with the Boone County Clerk, a certified copy of this Ordinance, together with the accurate map of the Territory annexed and appended to the Ordinance as Exhibit B. The City Clerk shall also file a copy of this Ordinance with all other applicable agencies including but not limited to the Illinois Department of Revenue and the U.S. Postal Service.

SECTION 3: That all maps, journals and other records of the City be changed accordingly.

SECTION 4: 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 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

Passed by the City Council of the City of Belvidere, Illinois this day of May, 2022.

Approved:

Clinton Morris, Mayor

Attest:

Sarah Turnipseed, City Clerk

Ayes:

.

Nays: .

Absent:

Date Passed:

Date Approved:

Date Published:

Prepared By / Return To:

Michael S. Drella

City Attorney

City of Belvidere

401 Whitney Blvd

Belvidere, Illinois 61008

EXHIBIT A

The Legal Description of the Property which is the Subject of this Agreement is the Following:

- A. The "East Parcel", With an Address of 2444, 2424, 2532 and 2612 US Route 20, Belvidere;
Permanent Index Numbers:
05-33-300-004; 05-33-100-006; 05-33-300-005; and 05-33-300-002; and
- B. The "West Parcel": with no known address but located at the NE corner of Irene Road and USH 20 in Belvidere
Permanent Index Numbers: 05-32-400-005 and 05-33-300-001

COMBINED PERIMETER DESCRIPTION:

THAT PART OF THE EAST 1/2 AND WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33 AND THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, ALL IN TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BOONE COUNTY, ILLINOIS, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

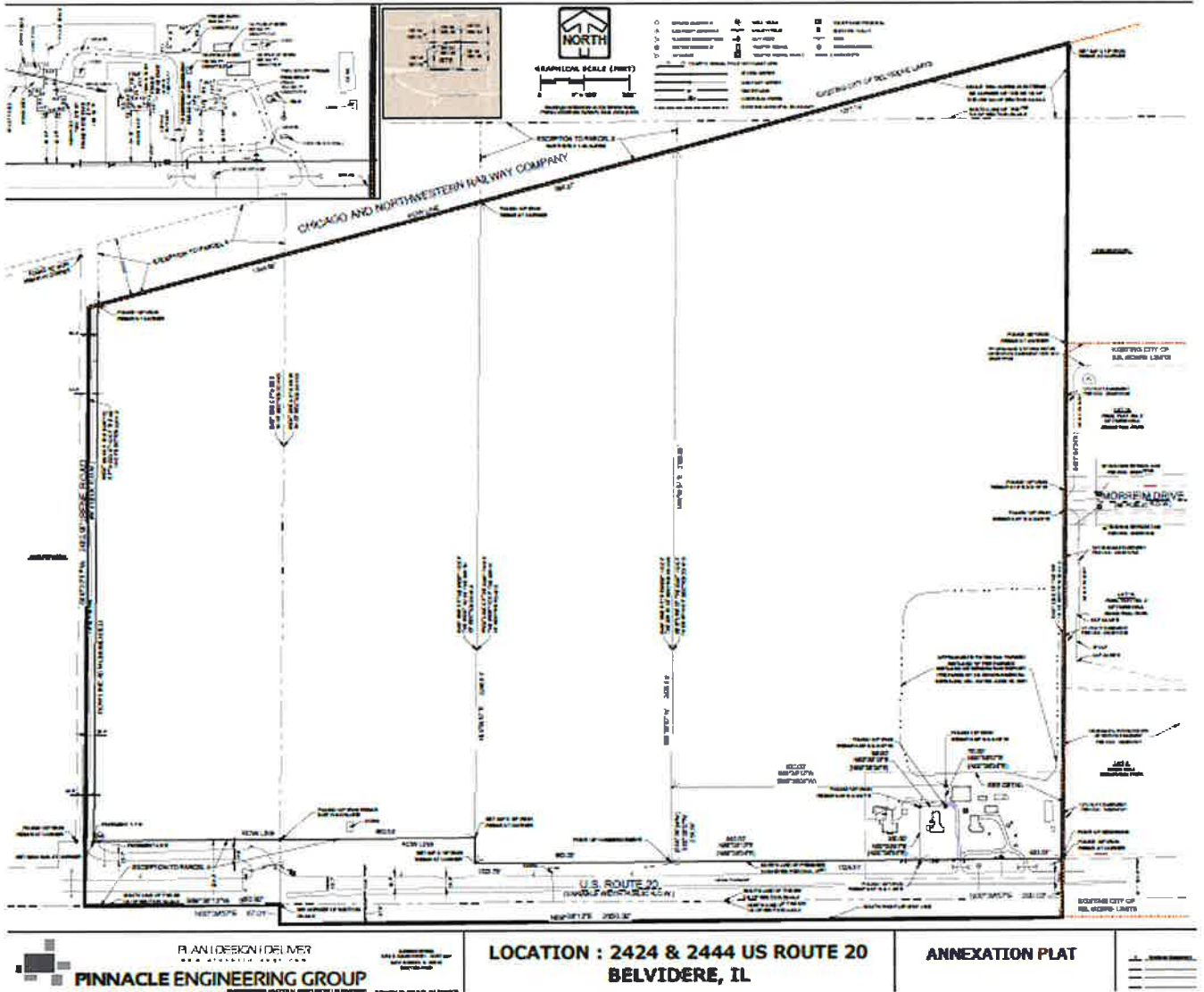
BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF PREMISES CONVEYED BY WILDER AND AVIE A. SHATTUCK TO THE STATE OF ILLINOIS BY WARRANTY DEED DATED MARCH 16, 1965, AND RECORDED AS DOCUMENT NO. 4221 IN THE RECORDER'S OFFICE OF BOONE COUNTY, ILLINOIS WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 33, SAID POINT OF BEGINNING BEING 133.00 FEET PERPENDICULARLY DISTANT NORTH FROM THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 89 DEGREES 38 MINUTES 13 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHWEST 1/4, 1,323.79 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 57 SECONDS EAST, 87.01 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 13 SECONDS WEST, 631.34 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32; THENCE NORTH 00 DEGREES 33 MINUTES 17 SECONDS EAST ALONG SAID WEST LINE 1820.77 FEET TO THE SOUTH LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY; THENCE NORTH 75 DEGREES 02 MINUTES 54 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE 3,410.56 FEET TO THE EAST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 33, THENCE SOUTH 00 DEGREES 39 MINUTES 57 SECONDS WEST ALONG SAID EAST LINE 2,767.02 FEET TO THE NORTH LINE OF THE AFORESAID RECORDED DOCUMENT NO. 4221; THENCE SOUTH 89 DEGREES 38 MINUTES 13 SECONDS WEST ALONG SAID NORTH LINE 1,326.51 FEET TO THE POINT OF BEGINNING.

This combined land contains 173.49 acres.

- C. Together with all gaps, gores and spaces located within said West Parcel or East Parcel, and between them.
- D. Together with all right, title and interest in and to Irene Road as presently laid out, dedicated or used, and all other adjoining roads, to the full width of the right of way.
- E. Together with all right, title and interest in and to any land north of this land and south of the railroad right of way
- F. Together with all rights and appurtenances thereto.

EXHIBIT B

PLAT OF ANNEXATION



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 4, 2022

ADVISORY REPORT

CASE NUMBER: 2022-07

APPLICANT: Kelly Farms, Preliminary Plat

REQUEST:

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

LOCATION AND DESCRIPTION OF SITE:

The subject property is northeast of Irene Road and Grant Highway and is bounded by the railroad to the north and Townhall Industrial Park to the east. It is approximately 175 acres in size and is in row crop production with farmsteads (see attached aerial photo). PINs: 05-32-400-005; 05-33-300-001; 05-33-300-002; 05-33-300-004; 05-33-300-005 and 05-33-100-006.

BACKGROUND:

In addition to the preliminary plat request, the applicant has also applied for annexation, rezoning (to General Business District and Heavy Industrial District) and a final plat for Kelly Farms Subdivision. The subdivision will allow for the realignment of Irene Road and extension of the Morreim Drive cul-de-sac.

The realignment of Irene Road will be beneficial for semi-truck traffic. The current configuration which includes two 90-degree turns has led to negative traffic incidences in the past. However, due to the realignment of Irene Road, a small 8-acre parcel is being created in the southwest corner of the property. Due to the size of the parcel, the applicant is requesting commercial zoning. While the large parcels east of Irene Road will be zoned industrial. The south 52-acre parcel may be subdivided in the future. The Morreim Drive cul-de-sac is being extended so that there is a secondary means of access to the industrial parcels.

A traffic impact study was conducted based on the proposed subdivision plat and anticipated land uses.

The Boone County Conservation District provided suggestions for Best Management Practices for groundwater recharge, landscaping and environmental impacts the development of the subdivision could create. Staff strongly encourages future development to adhere to these Best Management Practices.

2022-07; Kelly Farms Subdivision Preliminary Plat

A request for comments was sent to 17 departments, agencies, or other parties. Comments received were either addressed by the applicant or have been incorporated into the recommended conditions of approval.

SUMMARY OF FINDINGS:

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

RECOMMENDATION:

Planning staff recommends the **approval** of the preliminary plat for Kelly Farms Subdivision (case number **2022-07**) subject to the following conditions:

1. The phrase "hereby dedicated" shall be removed from Irene Road and Morreim Drive.
2. The word "proposed" shall be added to Irene Road and Morreim Drive.
3. The annexation line and text shall be removed from the plat and legend.
4. The second page (certificate blocks and easement language) is not required for a preliminary plat.
5. The perimeter boundaries of the subdivision shall be depicted by a thicker line than the interior lot lines.
6. The western boundary line of the subdivision plat shall be extended to mirror the western annexation boundary line, not Irene Road.
7. Per Section 151.23.a.4 of the Belvidere Subdivision Ordinance, the names of adjacent land owners shall be included on the plat.
8. Per Section 151.25.b.7 of the Belvidere Subdivision Ordinance, the name, address and phone number of the surveyor, property owner and engineer shall be reflected on the plat.
9. Per Section 151.25.b.10 of the Belvidere Subdivision Code, a subsurface drainage study shall be completed and submitted for review.
10. Per Section 151.25.b.15 and 151.25.b.16 of the Belvidere Subdivision Code, explanations of easements and endorsements of the property owner and Planning Commission shall be included on the plat.
11. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.
12. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to the recording of the Final Plat or prior to the approval and release of the construction plans for the development by the Director of Public Works.
13. A construction inspection fee in the amount of three percent of the approved engineer's estimate of costs for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.
14. Prior to approval of the Final Plat for this subdivision, the developer shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin and other fees that are required but the City at the time of Final Plat submittal.
15. Ownership and maintenance responsibility of the detention areas must be included in the final plats.
16. The plat shall be in compliance with all applicable codes, ordinances, and agreements.

Submitted by:

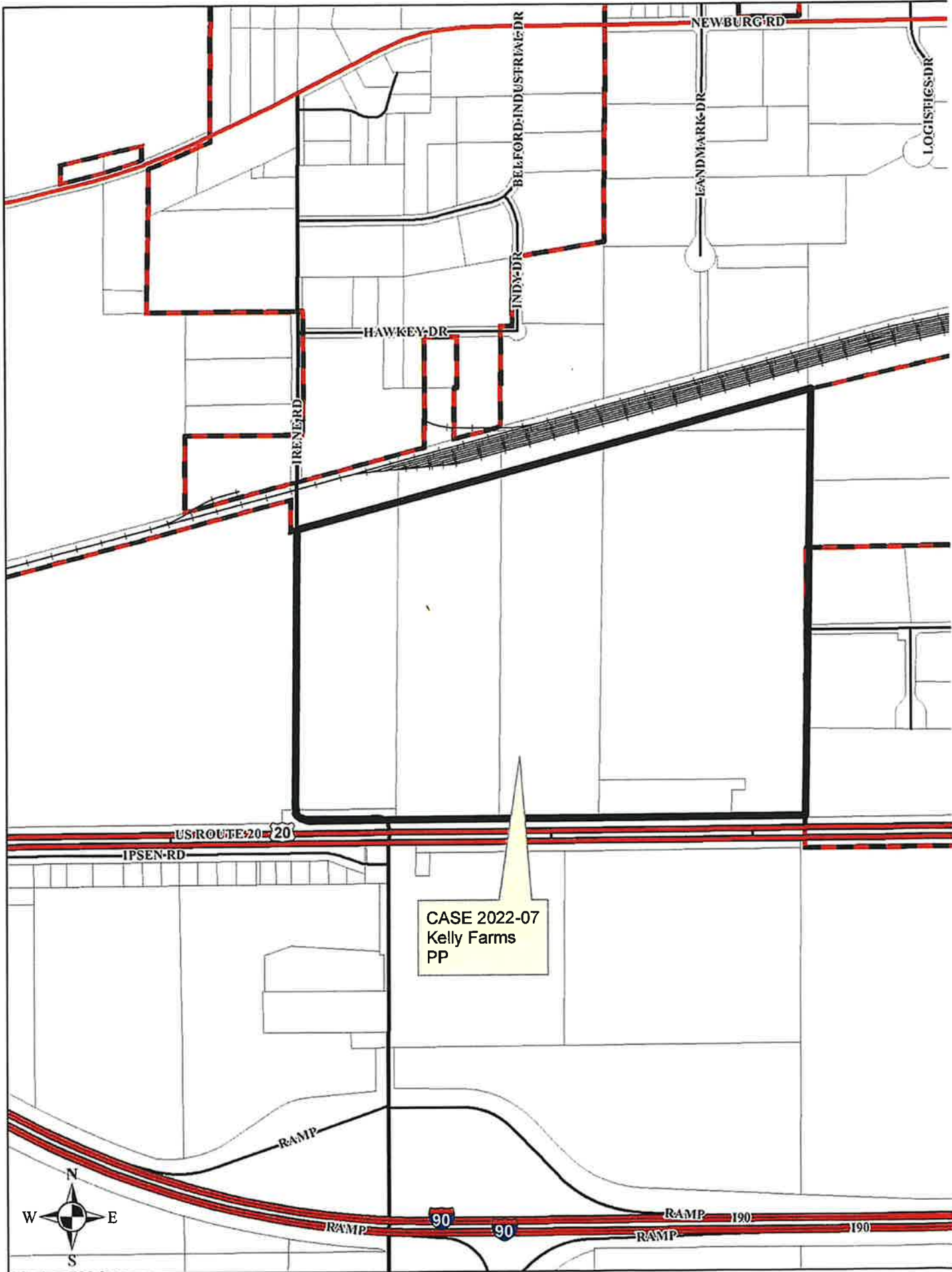


Gina DelRose
Community Development Planner

2022-07; Kelly Farms Subdivision Preliminary Plat

ATTACHMENTS

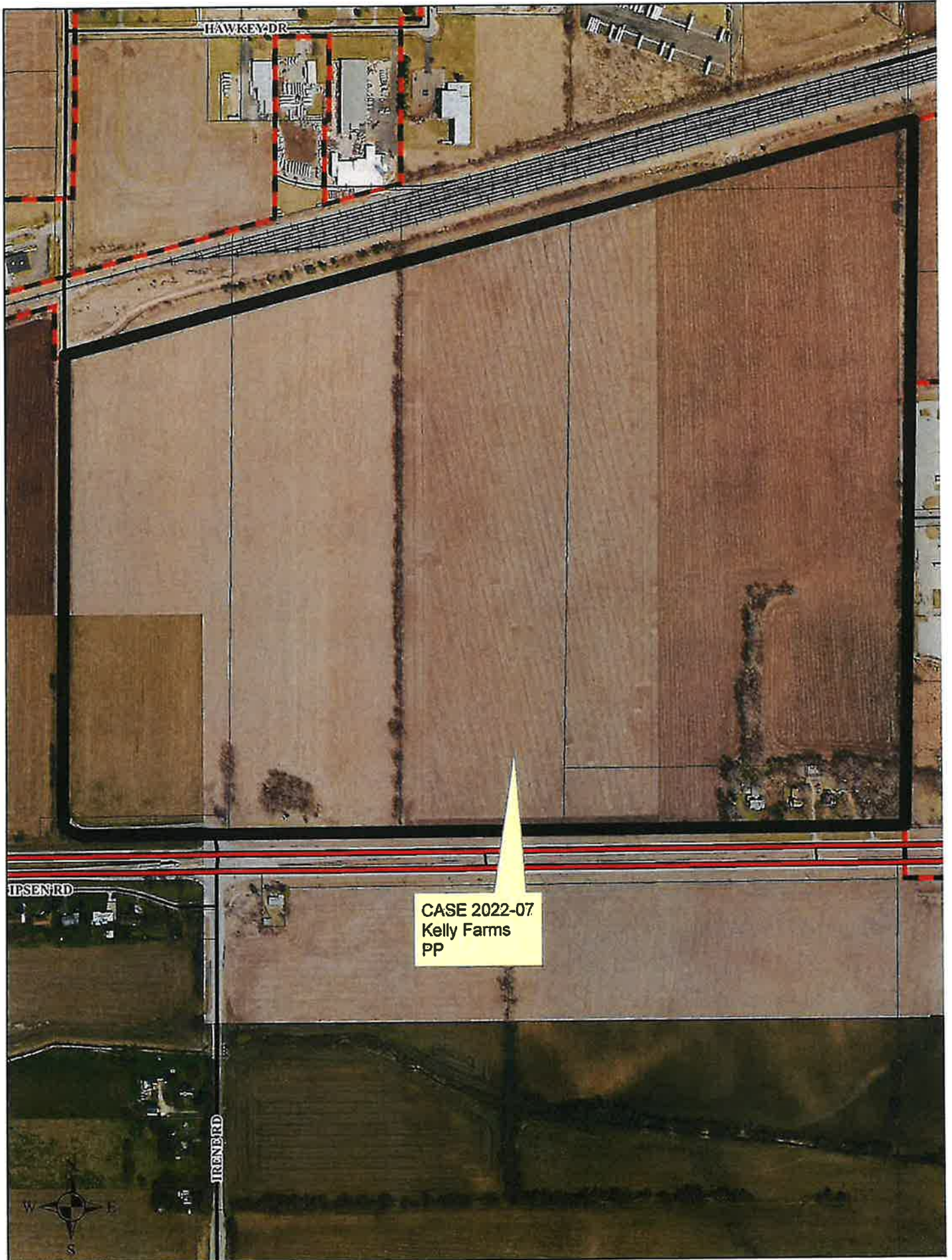
1. Location Map by Planning Staff.
2. Aerial Photo with Platting by Planning Staff.
3. Memo from Belvidere Public Works Department, Brent Anderson, March 23, 2022.
4. Plat notations from Hampton, Lenzini and Renwick, Inc.
5. Letter from Boone County Conservation District, Dan Kane, March 25, 2022.
6. Preliminary Plat for Kelly Farms Subdivision by Pinnacle Engineer Group, dated March 4, 2022.



CASE 2022-07
Kelly Farms
PP



1 inch = 200 feet



HAWKEYE DR

IPSEN RD

IRENERD

CASE 2022-07
Kelly Farms
PP



1:1000 = 4/24/2021

Memo

To: Gina DelRose, Community Development Planner
From: Brent Anderson, Director of Public Works
Date: 3/23/2022
Re: Review of Preliminary Plat – Kelly Farms Subdivision (Case No. 2022-07)

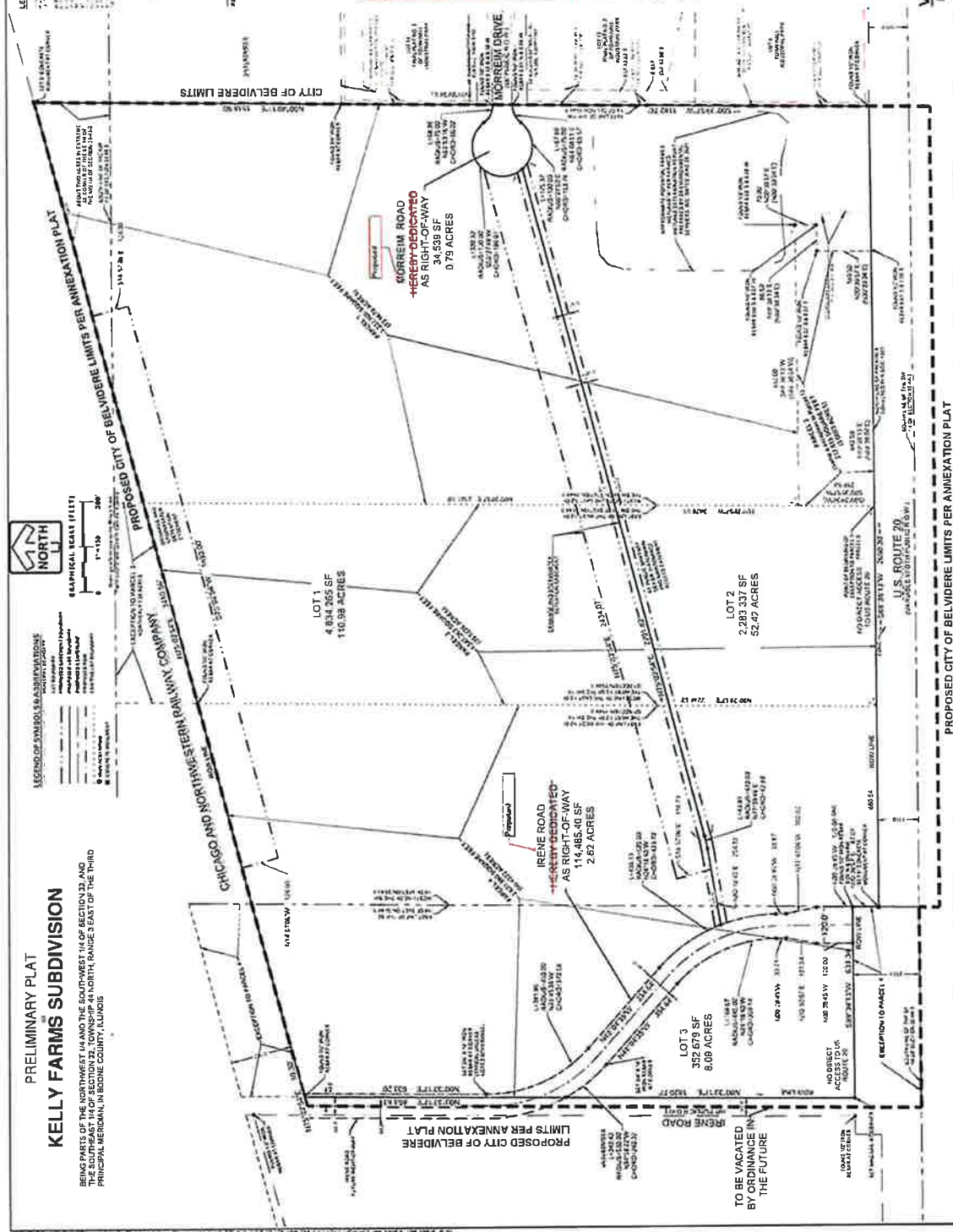
Having reviewed the above Plat, I offer the following comments:

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

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

**PRELIMINARY PLAT
KELLY FARMS SUBDIVISION**

BEING PARTS OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 46 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BOONE COUNTY, ILLINOIS.



LEGAL DESCRIPTION

SECTION 30, TOWNSHIP 46 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOONE COUNTY, ILLINOIS.

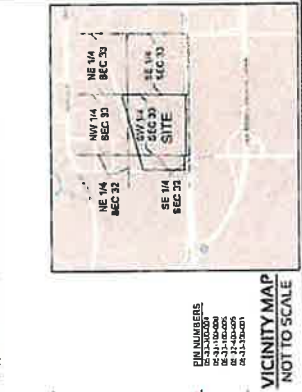
FOR REVIEW ONLY

PAUL A. GARBER & DAVID P. MOFFETT, LAND SURVEYORS
 PINNACLE ENGINEERING GROUP, LLC (PAC00188128)
 OFFICE: 510-130-0000



- 1. The lot lines are shown as shown.
- 2. All other boundary lines.
- 3. Easements are not shown. They are for the final plat.
- 4. Name of adjoining property owners is shown in Section 15.23 Item 1 of the municipal code.
- 5. Contour lines and elevations per Section 15.12 Item 15 of the municipal code.
- 6. Name, address and telephone number of surveyor, owner and engineer.

- GENERAL NOTES**
- 1. ALL NOTES CONTAINED ON THIS SURVEY RECORD TAKE PRIORITY OVER ANY NOTES ON PREVIOUS EDITIONS. THE BOUNDARIES OF THE PARCELS AS DESCRIBED COME FROM THIS SURVEY RECORD.
 - 2. ANY UNDEVELOPED LOTS ARE SHOWN AS OPEN SPACE UNLESS OTHERWISE INDICATED BY A NOTE OR OTHERWISE.
 - 3. ANY UNDEVELOPED LOTS ARE SHOWN AS OPEN SPACE UNLESS OTHERWISE INDICATED BY A NOTE OR OTHERWISE.
 - 4. LOT 3 AND LOT 2 SHALL HAVE NO DIRECT ACCESS TO US ROUTE 20.



REVISIONS	
1	FOR COMMENT
2	

**PRELIMINARY PLAT OF
KELLY FARMS
SUBDIVISION**

**LOCATION : 2424 & 2444 US ROUTE 20
BELVIDERE, IL**

PINNACLE ENGINEERING GROUP
 510-130-0000
 WWW.PINNACLE-ENGINEERS.COM



Boone County Conservation District
603 North Appleton Road
Belvidere, Illinois 61008
Office Phone: (815) 547-7935
Website: bccdil.org

March 25, 2022

Ms. Gina DelRose
Community Development Planner
City of Belvidere
401 Whitney BLVD, Suite 300
Belvidere, Illinois 61008

Re: 2022-07; Kelly Farms Subdivision (Preliminary Plat)

Ms. DelRose:

The Boone County Conservation District Staff have reviewed the packet of information you mailed requesting our review and comments.

I contacted Teagan Duffy, Resource Conservationist, with the Boone County Conservation District to request a copy of the Natural Resources Information (NRI) Report prepared for this project. Ms. Duffy indicated that her office had not yet received an application to prepare a NRI report for this site. It is now my understanding that this application was received on or about March 24th. It would be helpful for me to prepare comments and suggestions with the aid/benefit of the information usually provided in the NRI report. Given the deadline to submit comments indicated in the review packet, we will provide some input now and may seek to provide additional input as this project moves forward.

Here are the comments that we can provide now:

- The Boone County Water Preservation and Protection Alliance created a map titled “Boone County Sensitive Aquifer Recharge Areas.” This map is attached with this document as a reference.
 - This map highlights areas that have soils and underlying geologic materials with saturated hydraulic conductivity (Ksat) ratings at or above 5 centimeters per hour. These areas are shown in red and labeled as “High Recharge Area” in the map legend.
 - Groundwater is the sole source for the community’s potable water supply.
 - Taking steps to protect and preserve the sustainability of this community’s water supply is equally important for residents and businesses.
 - Ensuring a sustainable water supply involves implementing Best Management Practices that strategically facilitate groundwater recharge to the groundwater aquifers the community depends on.
 - Equally important, is ensuring that the quality of groundwater recharge meets the standards for as many uses as possible, including potable water uses.
- The Kelly Farms Subdivision Preliminary Plat Map is located within an area shown to be a “High Recharge Area.”
 - The Application For Plat of Subdivision Approval indicates proposed zoning for Heavy Industrial and Commercial uses, specifically indicating Commercial and Industrial Warehousing. Such uses will convert the existing farmland (which reflects

the natural geomorphic setting) to significant area of impervious surfaces (paved areas, buildings, roadways, compacted soils, and other features that will greatly reduce or impede natural water infiltration).

- Impervious surfaces, such as paved parking areas and buildings that intercept precipitation can significantly reduce groundwater recharge unless the project is designed to mitigate this by effectively routing the relatively clean water portion (typically water runoff from rooftops) to be infiltrated into the shallow, near surface, aquifer.
- Surface water runoff from parking areas needs to be managed separately as this water commonly becomes affected by contaminants associated with parked vehicles and/or management of snow and ice (leaked motor oil, antifreeze, brake fluid, road de-icing agents, etc.).
 - Stormwater runoff from parking areas and roadways is likely to transport first flush contaminants to the detention basins shown on the preliminary plat. Given the probability of high groundwater recharge from these stormwater management features, the need to address water quality should become an additional objective of this stormwater management system.
 - Stormwater management features can provide a dual function. Designing these features to incorporate native plant species can help mitigate the some of the contaminants associated with stormwater runoff, absorption of nutrients, improved groundwater infiltration, and provide habitat for pollinator species such as monarch butterflies and the rusty patched bumble bee – both local species in greatest need of conservation.
- Utilizing native plant species to establish habitat for pollinators.
 - The project area may have locations where native habitat could be established. The BCCD can provide information about establishing native pollinator habitat and the many benefits this could provide. For example, native plants can:
 - Contribute to carbon sequestration.
 - Provide critical habitat for rare and declining species of concern
 - Improve groundwater infiltration and water quality
 - Provide facility employees increased access to nature and contributing to employee wellness
 - Be managed (once established) with minimal labor and expense
 - Large roof area – would this project lend itself to the additional function of producing solar energy to off-set its own carbon footprint and reduce its operational costs?

Thank you for providing this opportunity to provide input on this project. This project is a large one and may be the first in many like it to come to this area. Our agency is hopeful that this project can demonstrate leadership by including stormwater management features that will effectively protect and sustain the quantity, quality, and character of groundwater recharge, which provides this community's water supply.

Sincerely,


Dan Kane PG, Executive Director

MEMO

DATE: April 13, 2022
TO: Mayor and Members of the City Council
FROM: City of Belvidere Planning and Zoning Commission
SUBJECT: Recommendation for Case 2022-07; Kelly Farms Subdivision (PP)

REQUEST:

The applicant is requesting preliminary plat approval of the 3-lot Kelly Farms Subdivision. The subject property is northeast of Irene Road and Grant Highway and is bounded by the railroad to the north and Townhall Industrial Park to the east. It is approximately 175 acres in size and is in row crop production with farmsteads (see attached aerial photo). PINs: 05-32-400-005; 05-33-300-001; 05-33-300-002; 05-33-300-004; 05-33-300-005 and 05-33-100-006.

RECOMMENDATION:

The planning and zoning commission recommended the **approval** of case number **2022-07** subject to the following conditions:

1. The phrase "hereby dedicated" shall be removed from Irene Road and Morreim Drive.
2. The word "proposed" shall be added to Irene Road and Morreim Drive.
3. The annexation line and text shall be removed from the plat and legend.
4. The second page (certificate blocks and easement language) is not required for a preliminary plat.
5. The perimeter boundaries of the subdivision shall be depicted by a thicker line than the interior lot lines.
6. The western boundary line of the subdivision plat shall be extended to mirror the western annexation boundary line, not Irene Road.
7. Per Section 151.23.a.4 of the Belvidere Subdivision Ordinance, the names of adjacent land owners shall be included on the plat.
8. Per Section 151.25.b.7 of the Belvidere Subdivision Ordinance, the name, address and phone number of the surveyor, property owner and engineer shall be reflected on the plat.
9. Per Section 151.25.b.10 of the Belvidere Subdivision Code, a subsurface drainage study shall be completed and submitted for review.
10. Per Section 151.25.b.15 and 151.25.b.16 of the Belvidere Subdivision Code, explanations of easements and endorsements of the property owner and Planning Commission shall be included on the plat.
11. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.

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

Motion to approve case 2022-07; Kelly Farms Subdivision (PP) subject to the conditions as presented carried with a (5-0) roll call vote.

Paul Engelman, Chairman
Belvidere Planning and Zoning Commission

ORDINANCE NO. 577H

**AN ORDINANCE APPROVING
A PRELIMINARY PLAT TITLED
KELLY FARMS SUBDIVISION**

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

WHEREAS, the applicant, Scannell Properties #554 LLC, 8801 River Crossing Boulevard, Indianapolis, IN 46240 (described in the attached subdivision plat (hereof referenced as Attachment A)), has petitioned the City of Belvidere for approval of the preliminary plat titled Kelly Farms Subdivision.

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

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

1. The phrase “hereby dedicated” shall be removed from Irene Road and Morreim Drive.
2. The word “proposed” shall be added to Irene Road and Morreim Drive.
3. The annexation line and text shall be removed from the plat and legend.
4. The second page (certificate blocks and easement language) is not required for a preliminary plat.
5. The perimeter boundaries of the subdivision shall be depicted by a thicker line than the interior lot lines.
6. The western boundary line of the subdivision plat shall be extended to mirror the western annexation boundary line, not Irene Road.
7. Per Section 151.23.a.4 of the Belvidere Subdivision Ordinance, the names of adjacent land owners shall be included on the plat.
8. Per Section 151.25.b.7 of the Belvidere Subdivision Ordinance, the name, address and phone number of the surveyor, property owner and engineer shall be reflected on the plat.
9. Per Section 151.25.b.10 of the Belvidere Subdivision Code, a subsurface drainage study shall be completed and submitted for review.
10. Per Section 151.25.b.15 and 151.25.b.16 of the Belvidere Subdivision Code, explanations of easements and endorsements of the property owner and Planning Commission shall be included on the plat.

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

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

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

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

PASSED by the City Council of the City of Belvidere this _____ day of _____, 2022.

APPROVED by the Mayor of the City of Belvidere this _____ day of _____, 2022.

Clint Morris, Mayor

ATTEST:

Sarah Turnipseed, City Clerk

Ayes: _____ Nays: _____ Absent: _____

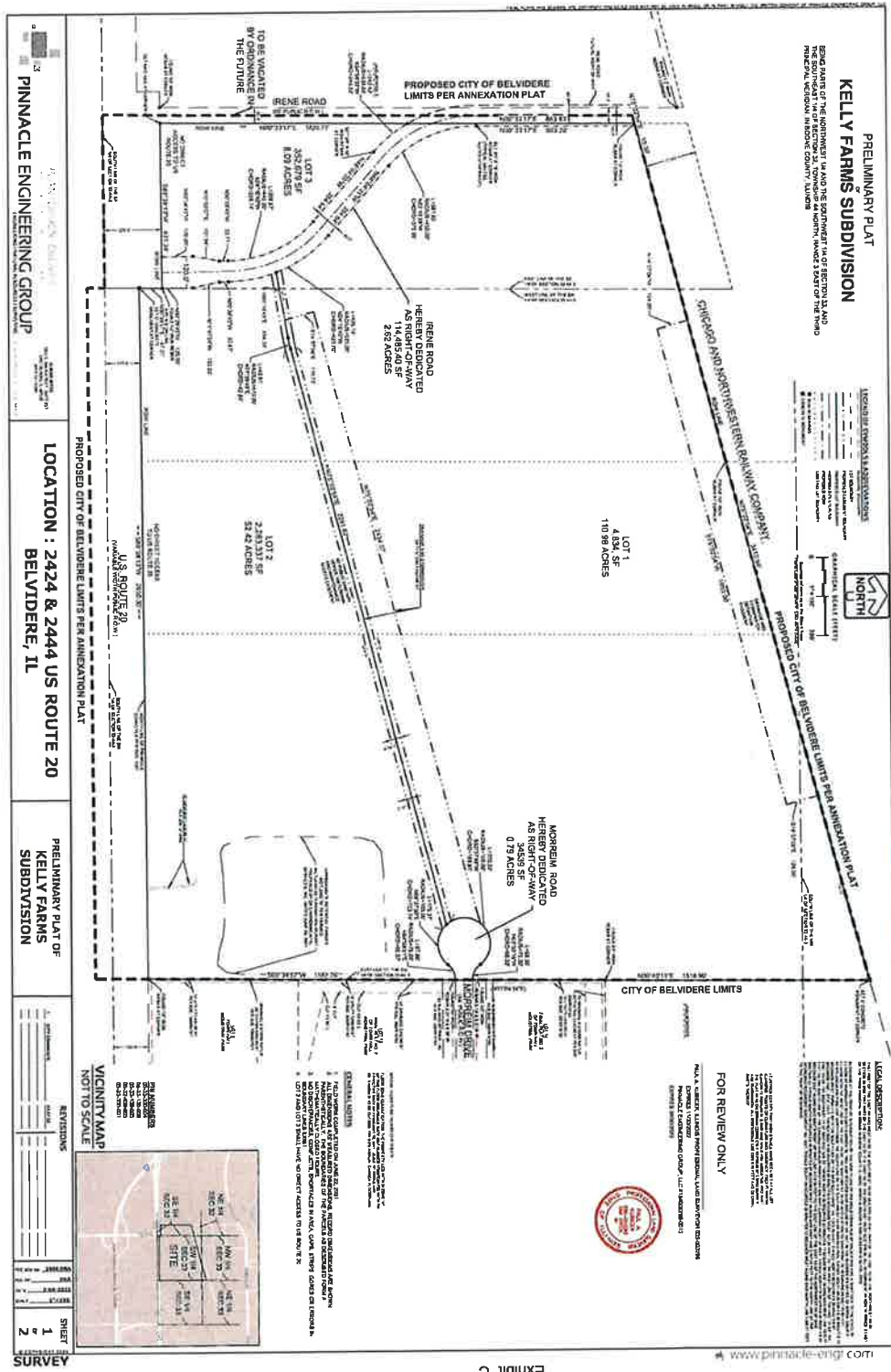
City Council Members Voting Aye:

City Council Members Voting Nay:

Date Published:

Sponsor: _____

ATTACHMENT A



PINNACLE ENGINEERING GROUP
1005 WEST WASHINGTON STREET, SUITE 100
ST. LOUIS, MISSOURI 63103
PH: (314) 241-7500
WWW.PINNACLE-ENG.COM

LOCATION : 2424 & 2444 US ROUTE 20 BELVIDERE, IL

PRELIMINARY PLAT OF KELLY FARMS SUBDIVISION

PRELIMINARY PLAT
KELLY FARMS SUBDIVISION

BEING PARTS OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 23 AND THE SOUTH 1/2 SECTION 24, TOWNSHIP 35 NORTH, RANGE 13 EAST, COUNTY: LANE COUNTY, MISSOURI.

LICENSURE INFORMATION:
Professional Engineer License No. 41518
Professional Engineer License No. 41519
Professional Engineer License No. 41520
Professional Engineer License No. 41521
Professional Engineer License No. 41522
Professional Engineer License No. 41523
Professional Engineer License No. 41524
Professional Engineer License No. 41525
Professional Engineer License No. 41526
Professional Engineer License No. 41527
Professional Engineer License No. 41528
Professional Engineer License No. 41529
Professional Engineer License No. 41530
Professional Engineer License No. 41531
Professional Engineer License No. 41532
Professional Engineer License No. 41533
Professional Engineer License No. 41534
Professional Engineer License No. 41535
Professional Engineer License No. 41536
Professional Engineer License No. 41537
Professional Engineer License No. 41538
Professional Engineer License No. 41539
Professional Engineer License No. 41540
Professional Engineer License No. 41541
Professional Engineer License No. 41542
Professional Engineer License No. 41543
Professional Engineer License No. 41544
Professional Engineer License No. 41545
Professional Engineer License No. 41546
Professional Engineer License No. 41547
Professional Engineer License No. 41548
Professional Engineer License No. 41549
Professional Engineer License No. 41550

FOR REVIEW ONLY

ALL SURVEY LINES SHOWN BEING EXACTLY AS SHOWN BY THE SURVEYOR. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. ALL CORNERS ARE BEING CORNERED BY AN ANCHORED IRON PIPER. ALL LINES ARE TO BE MARKED BY ANCHORED IRON PIPER. ALL LINES ARE TO BE MARKED BY ANCHORED IRON PIPER. ALL LINES ARE TO BE MARKED BY ANCHORED IRON PIPER.



SHEET 1
SHEET 2
SURVEY

Exhibit C

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 5, 2022

ADVISORY REPORT

CASE NUMBER: 2022-08

APPLICANT: Kelly Farms, Final Plat

REQUEST:

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

LOCATION AND DESCRIPTION OF SITE:

The subject property is northeast of Irene Road and Grant Highway and is bounded by the railroad to the north and Townhall Industrial Park to the east. It is approximately 175 acres in size and is in row crop production with farmsteads (see attached aerial photo). PINs: 05-32-400-005; 05-33-300-001; 05-33-300-002; 05-33-300-004; 05-33-300-005 and 05-33-100-006.

BACKGROUND:

In addition to the final plat request, the applicant has also applied for annexation and rezoning to both the General Business District and the Heavy Industrial District. The subdivision will allow for the realignment of Irene Road and extension of the Morreim Drive cul-de-sac.

The realignment of Irene Road will be beneficial for semi-truck traffic. The current configuration which includes two 90-degree turns has led to negative traffic incidences in the past. Due to the realignment of Irene Road, however, a small 8-acre parcel is being created in the southwest corner of the property. Due to the size of the parcel, the applicant is requesting commercial zoning while the large parcels east of Irene Road will be zoned industrial. The south 52-acre parcel may be subdivided in the future. The Morreim Drive cul-de-sac is being extended so that there is a secondary means of access to the industrial parcels.

A traffic impact study was conducted based on the proposed subdivision plat and anticipated land uses.

The Boone County Conservation District provided suggestions for Best Management Practices for groundwater recharge, landscaping and environmental impacts the development of the subdivision could create. Staff strongly encourages future development to adhere to these Best Management Practices.

2022-08; Kelly Farms Subdivision Final Plat

A request for comments was sent to 17 departments, agencies, or other parties. Comments received were either addressed by the applicant or have been incorporated into the recommended conditions of approval.

SUMMARY OF FINDINGS:

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

RECOMMENDATION:

Planning staff recommends the **approval** of the preliminary plat for Kelly Farms Subdivision (case number **2022-07**) subject to the following conditions:

1. The perimeter boundary line shall be listed in the legend.
2. The western boundary line of the subdivision plat shall be extended to mirror the western annexation boundary line, not Irene Road.
3. The distance between the west boundary line and the right-of-way line shall be noted on the plat.
4. The overall bearing and distance along the eastern boundary shall be noted on the plat.
5. A utility easement shall be placed along the western border of the subdivision that is wide enough to encompass the existing Nicor Gas line and any other utilities currently located along Irene Road.
6. Lot 2 shall have a utility easement.
7. Existing Lot Boundary Lines shall be removed.
8. A drainage overlay needs to be submitted for review and approval prior to final plat approval.
9. A request to waive sidewalk requirements shall be made to the City Council.
10. The Surveyor's Certificate Block, Owner's Certificate Block and Notary's Certificate Block shall be revised to mirror the language found in Appendix A of the Belvidere Subdivision Code.
11. The Public Works Department Certificate Block shall state "Plat" not "Plates".
12. The Illinois Department of Transportation Certificate Block shall state "Approved" not "Approves".
13. The Planning Commission Certificate Block shall be removed.
14. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.
15. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to the recording of the Final Plat or prior to the approval and release of the construction plans for the development by the Director of Public Works.
16. A construction inspection fee in the amount of three percent of the approved engineer's estimate of costs for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.
17. Unless other arrangements are approved by the City Council, the developer shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin and other fees that are required but the City at the time of Final Plat submittal.
18. Ownership and maintenance responsibility of the detention areas must be included in the final plat.

2022-08; Kelly Farms Subdivision Final Plat

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

Submitted by:



Gina DelRose
Community Development Planner

2022-08; Kelly Farms Subdivision Final Plat

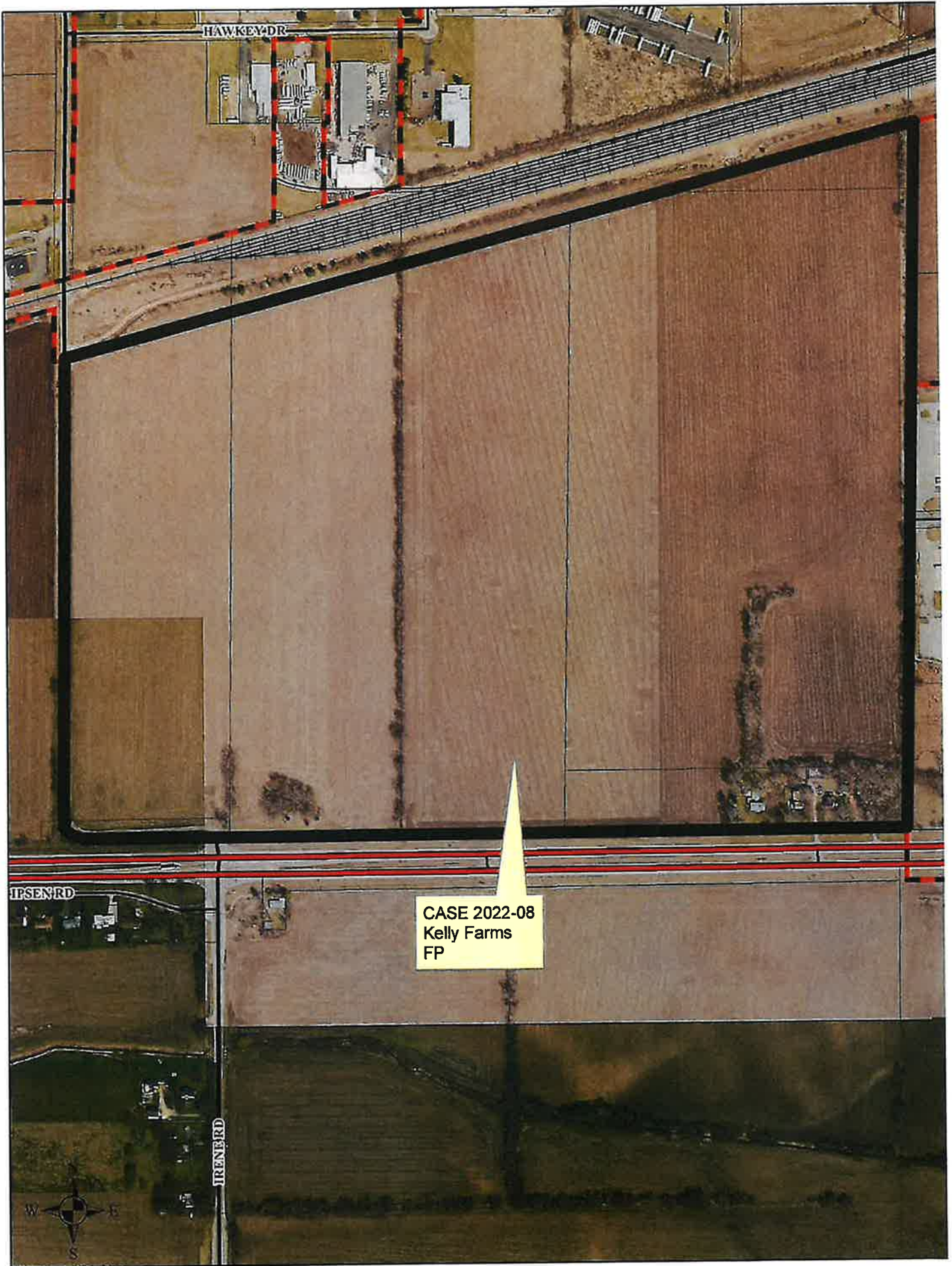
ATTACHMENTS

1. Location Map by Planning Staff.
2. Aerial Photo with Platting by Planning Staff.
3. Memo from Belvidere Public Works Department, Brent Anderson, March 31, 2022.
4. Plat notations from Hampton, Lenzini and Renwick, Inc.
5. Letter from Boone County Conservation District, Dan Kane, March 25, 2022.
6. E-mail from Nicor Gas, Rebecca Luginbill, April 4, 2022.
7. Appendix A: Required Certificates. Surveyor's Certificate, Owner's Certificate and Notary's Certificate.
8. Final Plat for Kelly Farms Subdivision by Pinnacle Engineer Group, dated March 16, 2022.



CASE 2022-08
Kelly Farms
FP





HAWKEY-DR

IPSEN RD

IRENE RD

CASE 2022-08
Kelly Farms
FP



1:25000 = 4.74 Miles

Memo

To: Gina DelRose, Community Development Planner
From: Brent Anderson, Director of Public Works
Date: 3/31/2022
Re: Review of Final Plat – Kelly Farms Subdivision (Case No. 2022-08)

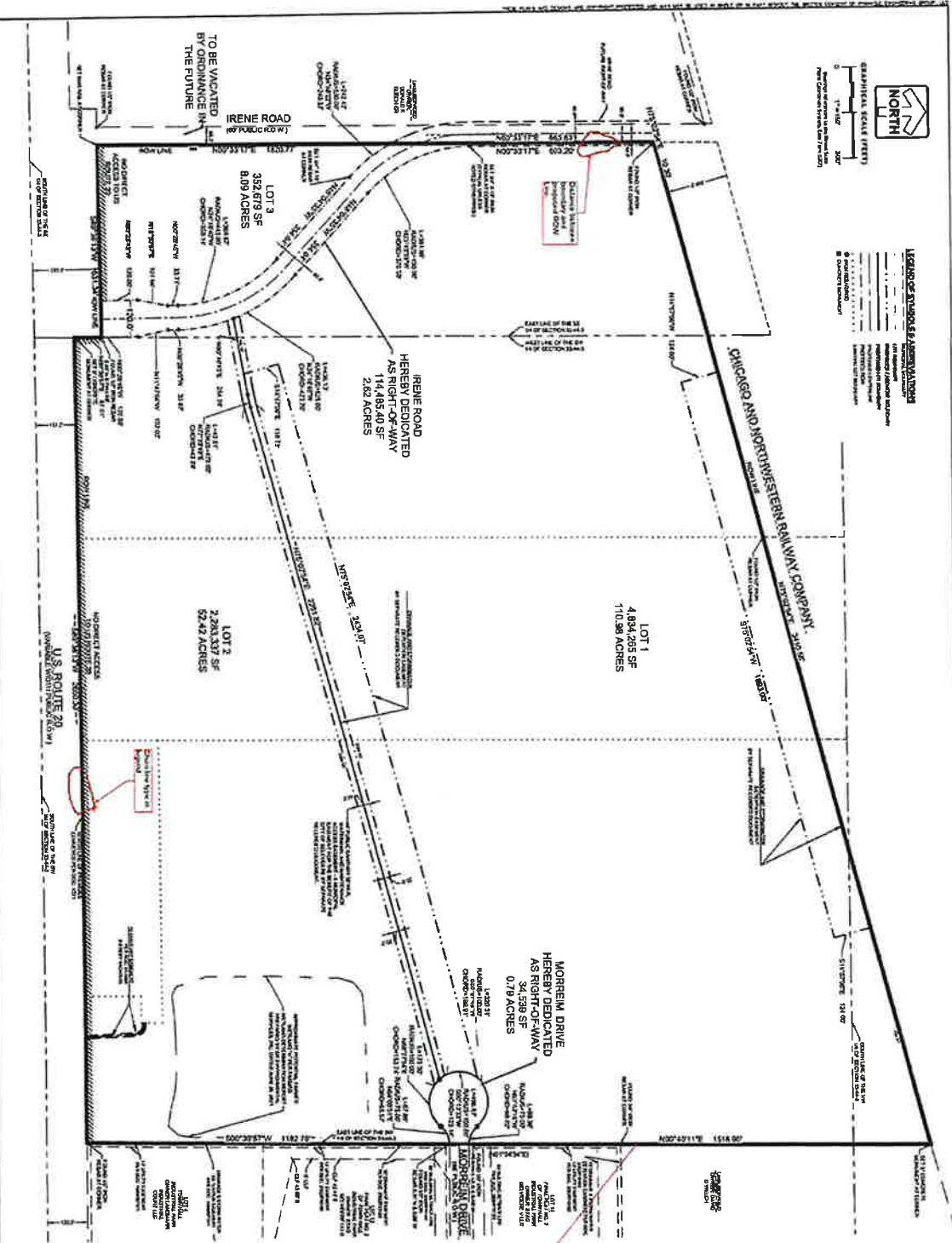
Having reviewed the above Plat, I offer the following comments:

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

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



- LEGEND OF SYMBOLS & ABBREVIATIONS**
- Proposed Subdivision
 - Proposed Right-of-Way
 - Proposed Easement
 - Proposed Access
 - Proposed Utility
 - Proposed Structure
 - Proposed Fence
 - Proposed Boundary
 - Proposed Survey
 - Proposed Easement
 - Proposed Access
 - Proposed Utility
 - Proposed Structure
 - Proposed Fence
 - Proposed Boundary
 - Proposed Survey



FINAL PLAT
KELLY FARMS SUBDIVISION
 BOUND PARTS OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 23, T12N, R12E, S12E, DEER CREEK TOWNSHIP, HENRY COUNTY, ALABAMA
 THE THIRDS PREVIOUS MAPS OF SAID HENRY COUNTY, ALABAMA

FOR REVIEW ONLY

- GENERAL NOTES**
1. THIS PLAT IS SUBJECT TO ALL RECORDS ON FILE IN THE OFFICE OF THE COUNTY CLERK, HENRY COUNTY, ALABAMA.
 2. THIS PLAT IS SUBJECT TO ALL RECORDS ON FILE IN THE OFFICE OF THE COUNTY CLERK, HENRY COUNTY, ALABAMA.
 3. THIS PLAT IS SUBJECT TO ALL RECORDS ON FILE IN THE OFFICE OF THE COUNTY CLERK, HENRY COUNTY, ALABAMA.
 4. THIS PLAT IS SUBJECT TO ALL RECORDS ON FILE IN THE OFFICE OF THE COUNTY CLERK, HENRY COUNTY, ALABAMA.



Pinnacle Engineering Group
 PLANNING DESIGN DELIVER
 1000 UNIVERSITY BLVD, SUITE 100
 BIRMINGHAM, AL 35203
 (205) 988-1100
 www.pinnacle-engr.com

**LOCATION : 2424 & 2444 US ROUTE 20
 BELVIDERE, IL**

**FINAL PLAT OF
 KELLY FARMS
 SUBDIVISION**

NO.	REVISIONS	SHEET
1		1
2		2
3		3

SURVEY

FINAL PLAT

KELLY FARMS SUBDIVISION

PORTION OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 10N, RANGE 10E, COUNTY OF BELVIDERE, ILLINOIS

LEGAL DESCRIPTION

THE FOLLOWING INSTRUMENT WAS RECORDED BEFORE ME THIS DAY OF _____ 2022 BY _____ AS CO-TRUSTEE OF THE KELLY FARMS TRUST AGREEMENT DATED OCTOBER 13, 2021. THE INSTRUMENT WAS RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF BELVIDERE, ILLINOIS, UNDER RECORD NUMBER _____.

THE INSTRUMENT WAS RECORDED BEFORE ME THIS DAY OF _____ 2022 BY _____ AS CO-TRUSTEE OF THE KELLY FARMS TRUST AGREEMENT DATED OCTOBER 13, 2021. THE INSTRUMENT WAS RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF BELVIDERE, ILLINOIS, UNDER RECORD NUMBER _____.



FOR REVIEW ONLY

THIS INSTRUMENT WAS RECORDED BEFORE ME THIS DAY OF _____ 2022 BY _____ AS CO-TRUSTEE OF THE KELLY FARMS TRUST AGREEMENT DATED OCTOBER 13, 2021. THE INSTRUMENT WAS RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF BELVIDERE, ILLINOIS, UNDER RECORD NUMBER _____.

OWNER'S CERTIFICATE
OWNER'S CERTIFICATE
OWNER'S CERTIFICATE

STATE OF _____ 188
 COUNTY OF _____ 188
 I, _____, Notary Public in and for the County of _____, State of _____, do hereby certify that the foregoing instrument was acknowledged before me this day of _____ 2022 by _____ as co-trustee of the _____ Trust Agreement dated _____ 2021, and that the instrument was recorded in the office of the Clerk of the County of _____, Illinois, under record number _____.

STATE OF _____ 188
 COUNTY OF _____ 188
 I, _____, Notary Public in and for the County of _____, State of _____, do hereby certify that the foregoing instrument was acknowledged before me this day of _____ 2022 by _____ as co-trustee of the _____ Trust Agreement dated _____ 2021, and that the instrument was recorded in the office of the Clerk of the County of _____, Illinois, under record number _____.

STATE OF _____ 188
 COUNTY OF _____ 188
 I, _____, Notary Public in and for the County of _____, State of _____, do hereby certify that the foregoing instrument was acknowledged before me this day of _____ 2022 by _____ as co-trustee of the _____ Trust Agreement dated _____ 2021, and that the instrument was recorded in the office of the Clerk of the County of _____, Illinois, under record number _____.

PLAN DESIGN DELIVER
PINNACLE ENGINEERING GROUP
 1000 S. MAIN ST., SUITE 200
 BELVIDERE, IL 60009
 TEL: 815.233.1111
 WWW.PINNACLE-ENGR.COM

LOCATION : 2424 & 2444 US ROUTE 20
 BELVIDERE, IL

FINAL PLAT OF
KELLY FARMS
 SUBDIVISION

REVISIONS	DATE	BY	DESCRIPTION

FOR REVIEW ONLY



Boone County Conservation District
603 North Appleton Road
Belvidere, Illinois 61008
Office Phone: (815) 547-7935
Website: bccdil.org

March 25, 2022

Ms. Gina DelRose
Community Development Planner
City of Belvidere
401 Whitney BLVD, Suite 300
Belvidere, Illinois 61008

Re: 2022-07; Kelly Farms Subdivision (Preliminary Plat)

Ms. DelRose:

The Boone County Conservation District Staff have reviewed the packet of information you mailed requesting our review and comments.

I contacted Teagan Duffy, Resource Conservationist, with the Boone County Conservation District to request a copy of the Natural Resources Information (NRI) Report prepared for this project. Ms. Duffy indicated that her office had not yet received an application to prepare a NRI report for this site. It is now my understanding that this application was received on or about March 24th. It would be helpful for me to prepare comments and suggestions with the aid/benefit of the information usually provided in the NRI report. Given the deadline to submit comments indicated in the review packet, we will provide some input now and may seek to provide additional input as this project moves forward.

Here are the comments that we can provide now:

- The Boone County Water Preservation and Protection Alliance created a map titled "Boone County Sensitive Aquifer Recharge Areas." This map is attached with this document as a reference.
 - This map highlights areas that have soils and underlying geologic materials with saturated hydraulic conductivity (Ksat) ratings at or above 5 centimeters per hour. These areas are shown in red and labeled as "High Recharge Area" in the map legend.
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 - Equally important, is ensuring that the quality of groundwater recharge meets the standards for as many uses as possible, including potable water uses.
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 - The [Application For Plat of Subdivision Approval](#) indicates proposed zoning for Heavy Industrial and Commercial uses, specifically indicating Commercial and Industrial Warehousing. Such uses will convert the existing farmland (which reflects

the natural geomorphic setting) to significant area of impervious surfaces (paved areas, buildings, roadways, compacted soils, and other features that will greatly reduce or impede natural water infiltration).

- Impervious surfaces, such as paved parking areas and buildings that intercept precipitation can significantly reduce groundwater recharge unless the project is designed to mitigate this by effectively routing the relatively clean water portion (typically water runoff from rooftops) to be infiltrated into the shallow, near surface, aquifer.
- Surface water runoff from parking areas needs to be managed separately as this water commonly becomes affected by contaminants associated with parked vehicles and/or management of snow and ice (leaked motor oil, antifreeze, brake fluid, road de-icing agents, etc..).
 - Stormwater runoff from parking areas and roadways is likely to transport first flush contaminants to the detention basins shown on the preliminary plat. Given the probability of high groundwater recharge from these stormwater management features, the need to address water quality should become an additional objective of this stormwater management system.
 - Stormwater management features can provide a dual function. Designing these features to incorporate native plant species can help mitigate the some of the contaminants associated with stormwater runoff, absorption of nutrients, improved groundwater infiltration, and provide habitat for pollinator species such as monarch butterflies and the rusty patched bumble bee – both local species in greatest need of conservation.
- Utilizing native plant species to establish habitat for pollinators.
 - The project area may have locations where native habitat could be established. The BCCD can provide information about establishing native pollinator habitat and the many benefits this could provide. For example, native plants can:
 - Contribute to carbon sequestration.
 - Provide critical habitat for rare and declining species of concern
 - Improve groundwater infiltration and water quality
 - Provide facility employees increased access to nature and contributing to employee wellness
 - Be managed (once established) with minimal labor and expense
 - Large roof area – would this project lend itself to the additional function of producing solar energy to off-set its own carbon footprint and reduce its operational costs?

Thank you for providing this opportunity to provide input on this project. This project is a large one and may be the first in many like it to come to this area. Our agency is hopeful that this project can demonstrate leadership by including stormwater management features that will effectively protect and sustain the quantity, quality, and character of groundwater recharge, which provides this community's water supply.

Sincerely,



Dan Kane PG, Executive Director

Gina Delrose

From: Luginbill, Rebecca <X2RLUGIN@SOUTHERNCO.COM>
Sent: Monday, April 4, 2022 2:49 PM
To: Gina Delrose
Subject: Kelly Farms Subdivision - 2022-08 and 2022-07
Attachments: Atlas Page - Kelly Farm Subdivision (Irene Road).PDF; Atlas Page 2 - Kelly Farm Subdivision (Irene Road).PDF; Kelly Farm Subdivision.pdf

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

Gina –

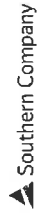
As we discussed on the phone today, Nicor has pipe in the ground running thru the proposed plat at Irene Road (please see attached Atlas pages) as well as service to the existing homes on the South East Corner.

Please let us know if you have additional questions regarding the proposed area.

Rebecca Luginbill
Permit Coordinator
Nicor Gas Company
1844 Ferry Road
Naperville, IL 60563
x2rlugin@southernco.com



GLOBE



Facility Legend

- Near Offices
- Regulators
- Station
- Tin Whistle
- Vault
- Oil Pylons
- Proposed WO
- Afar 200 Grid
- Afar 100 Grid
- Draft Area
- CP Test Point
- CP Rectifier
- CP Cable Line
- <all other values>
- AC Migration Cable
- Grounded Cable
- Rectifier Cable
- Research Required, Unknown
- Structure Cable
- CP Disaggregated Plant
- CP Blend Junction Point
- CP BondWire Line
- <all other values>
- Band Wire
- ETC Wire
- Ribbon
- Research Required
- Unknown
- Transmission

MAP SCALE 1:4,514

THE OVERLAYS AND LOCATIONS OF FACILITIES SHOWN ON THIS MAP ARE FOR INFORMATION PURPOSES ONLY AND ARE NOT INTENDED FOR USE AS FIELD LOCATIONS FOR CONSTRUCTION. ACCURACY CALLS FOR CONSTRUCTION PURPOSES SHOULD BE OBTAINED FROM THE APPROPRIATE CONTRACTOR.

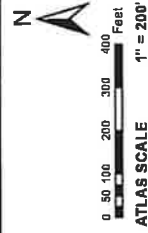
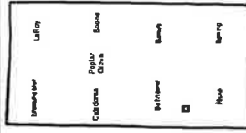
Notes

By using Esri, Bing, or other map data providers, you acknowledge that you are using their data and that you are not responsible for any errors or omissions in the data. Esri, Bing, or other map data providers are not responsible for any errors or omissions in the data. Esri, Bing, or other map data providers are not responsible for any errors or omissions in the data.



- Facility Legend**
- Transmission Main
 - MOP Main
 - High Pressure Main
 - Low Pressure Main
 - Service Line
 - Foreign Pipeline
 - Gas Pipe Casing

BOONE COUNTY



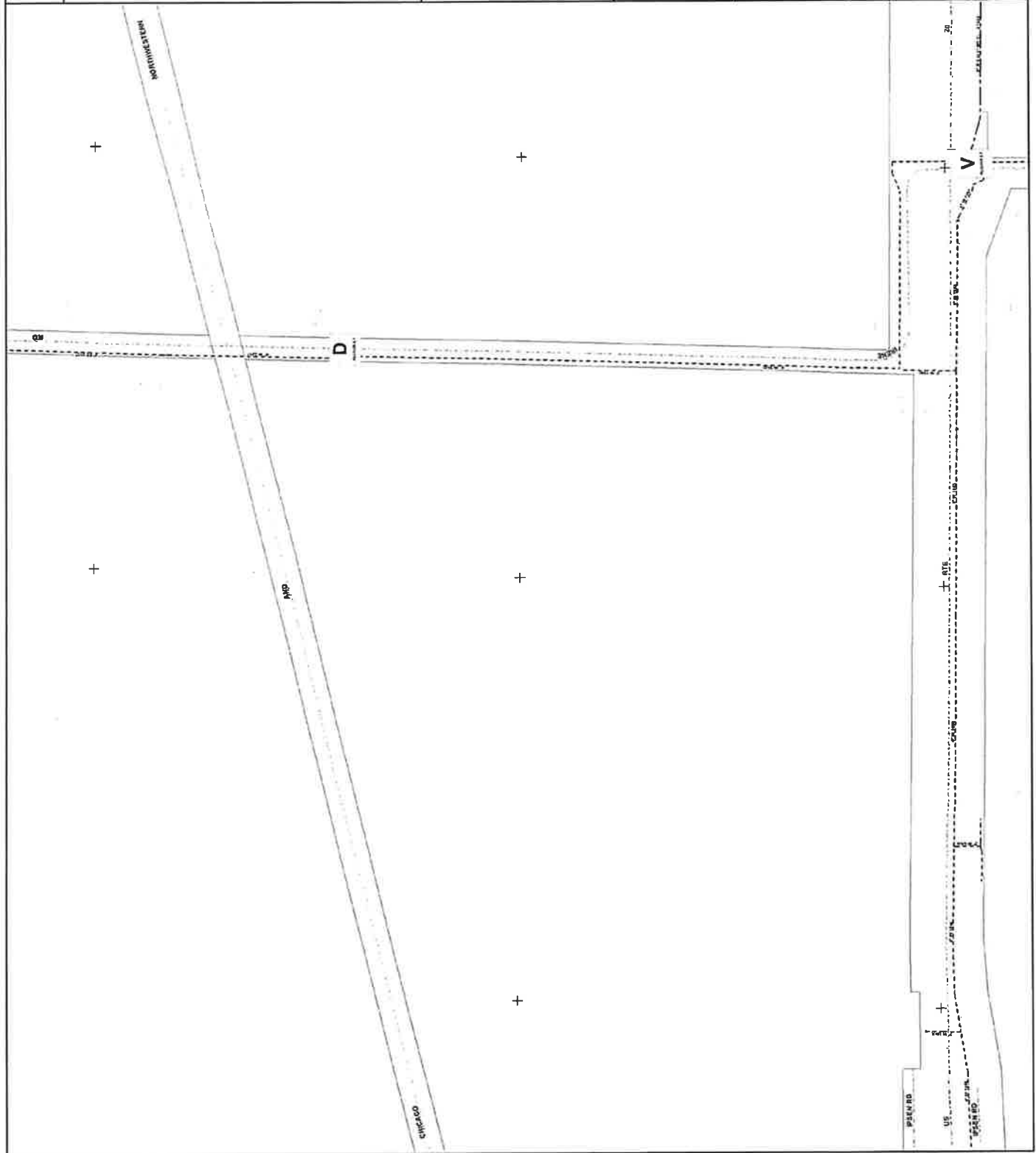
URGENTLY CALL JULIE
 317-844-1111
 BOONE COUNTY
 48 Hours Before You Dig

As Hours Before You Dig
 THE DIVISIONS THAT OPERATE IN BOONE COUNTY ARE:
 FOR STAFF PURPOSES ONLY AND ARE NOT INTENDED
 TO BE USED FOR CONSTRUCTION OF NEW UTILITIES.
 NICOR GAS DOES NOT MAINTAIN A RECORD OF
 AS-HOURS BEFORE CONSTRUCTION FOR CONSTRUCTION
 AT ALL LOCATIONS WITHIN BOONE COUNTY.

DATE UPDATED: 2/24/2022
 TOWNSHIP: BELVIDERE

SEARCHED	INDEXED	RECORDED
SERIALIZED	FILED	
SECTION		
ADJACENT		

T44N R03E 3PM
R60324

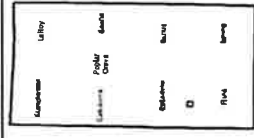




Facility Legend

- Transmission Main
- MOP Main
- High Pressure Main
- Low Pressure Main
- Service Line
- Foreign Pipeline
- == Gas Pipe Casing

BOONE COUNTY



0 50 100 200 300 400 Feet
 ATLAS SCALE 1" = 200'

CALL JULIE
 COUNTY ENGINEER
 48 Hours Before You Dig

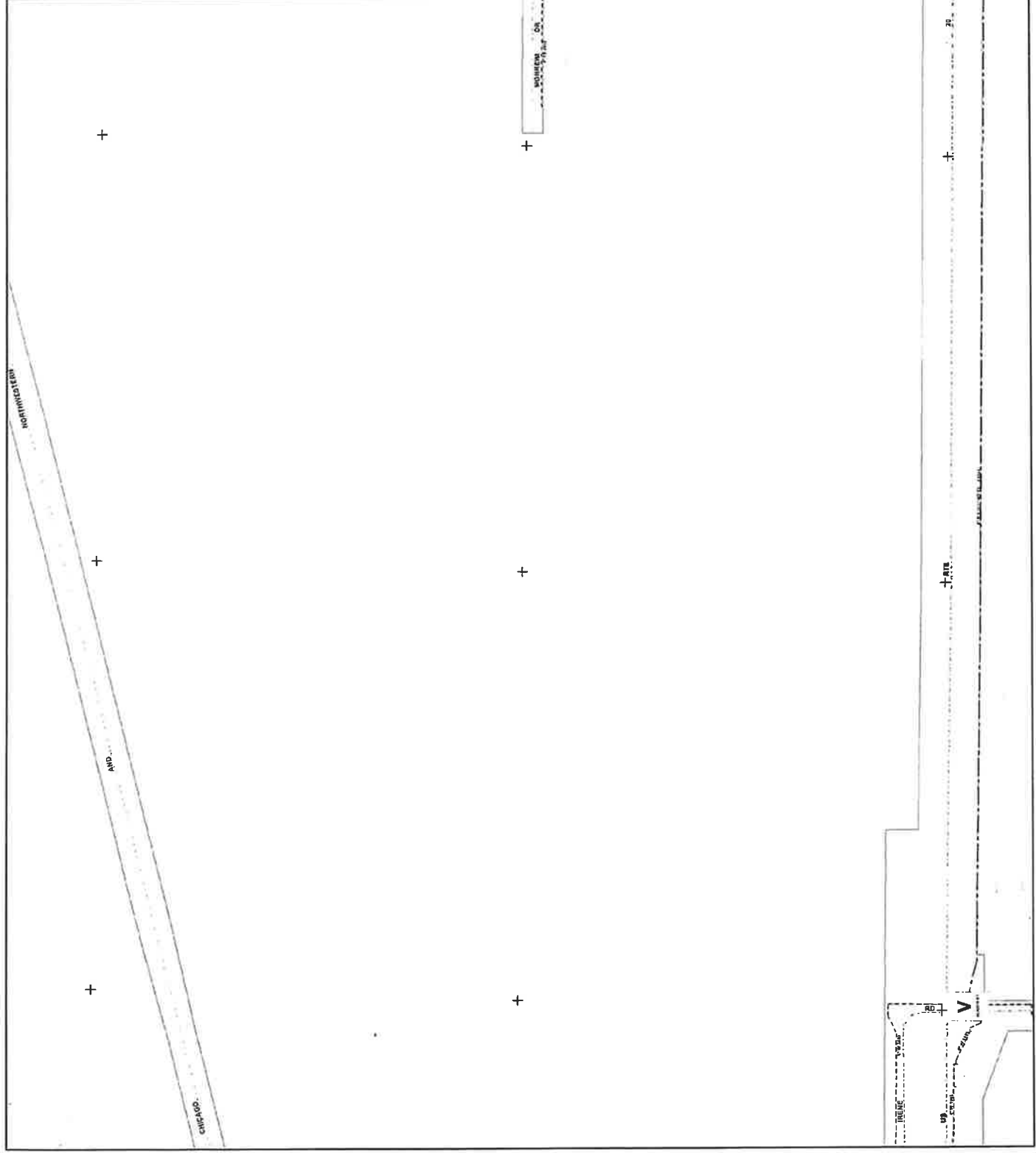


NOT AN EXCAVATION LOCATION. NO EXCAVATION PERMITTED. ANY EXCAVATION MUST BE APPROVED BY THE COUNTY ENGINEER. ANY EXCAVATION MUST BE APPROVED BY THE COUNTY ENGINEER. ANY EXCAVATION MUST BE APPROVED BY THE COUNTY ENGINEER.

DATE UPDATED: 2/24/2022
 COUNTY ENGINEER: BELVEDERE

SECTION 1	SECTION 2	SECTION 3	SECTION 4
SECTION 5	SECTION 6	SECTION 7	SECTION 8
SECTION 9	SECTION 10	SECTION 11	SECTION 12
SECTION 13	SECTION 14	SECTION 15	SECTION 16
SECTION 17	SECTION 18	SECTION 19	SECTION 20
SECTION 21	SECTION 22	SECTION 23	SECTION 24
SECTION 25	SECTION 26	SECTION 27	SECTION 28
SECTION 29	SECTION 30	SECTION 31	SECTION 32
SECTION 33	SECTION 34	SECTION 35	SECTION 36
SECTION 37	SECTION 38	SECTION 39	SECTION 40
SECTION 41	SECTION 42	SECTION 43	SECTION 44
SECTION 45	SECTION 46	SECTION 47	SECTION 48
SECTION 49	SECTION 50	SECTION 51	SECTION 52
SECTION 53	SECTION 54	SECTION 55	SECTION 56
SECTION 57	SECTION 58	SECTION 59	SECTION 60
SECTION 61	SECTION 62	SECTION 63	SECTION 64
SECTION 65	SECTION 66	SECTION 67	SECTION 68
SECTION 69	SECTION 70	SECTION 71	SECTION 72
SECTION 73	SECTION 74	SECTION 75	SECTION 76
SECTION 77	SECTION 78	SECTION 79	SECTION 80
SECTION 81	SECTION 82	SECTION 83	SECTION 84
SECTION 85	SECTION 86	SECTION 87	SECTION 88
SECTION 89	SECTION 90	SECTION 91	SECTION 92
SECTION 93	SECTION 94	SECTION 95	SECTION 96
SECTION 97	SECTION 98	SECTION 99	SECTION 100

T44N R03E 3PM
R60333



APPENDIX A: - REQUIRED CERTIFICATES

The following certificates shall be required unless the city council approves the plat, without approval by the planning commission or director of public works. In such case, the city council's certificate shall constitute a waiver of the requirement of those two certificates.

(a) *Surveyor's certificate.*

STATE OF ILLINOIS)	
		SS
COUNTY OF BOONE)	

I HEREBY CERTIFY that at the request of the owner I have surveyed and subdivided the following described Plat of Subdivision:

Dimensions are given in feet and decimals of a foot. Dimensions along circular curves are chord distances pin to pin. Iron pins three-fourth inch in diameter and four feet long have been found or set at all points marked on the plat with a solid dot and iron pins five-eighths inch in diameter and three feet long have been found or set at all other lot corners, unless otherwise specified.

I FURTHER CERTIFY that the lands embraced within this Subdivision are within the corporate limits of the City of Belvidere, Illinois, and that the Subdivision Control Ordinance of Belvidere has been complied within the preparation of this Plat.

I FURTHER CERTIFY that (part) (no part) of the lands embraced within this Subdivision are situated within 500 feet of a surface drain or watercourse serving a tributary area 640 acres or more.

Given under my hand and seal this ____ day of _____ A.D. 19__ at Belvidere, Illinois.

	_____ (Signature of Surveyor)
	_____ (Address) (Zip)

(b) *Owner's certificate.*

STATE OF ILLINOIS)	
-------------------	---	--

		SS
COUNTY OF BOONE)	

This is to certify that the undersigned is the owner of the land described in the annexed plat, and that he has caused the same to be surveyed and subdivided as indicated thereon, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title thereon indicated.

		_____ (Signature of Owner)
		_____ (Address) (Zip)

(c) *Notary's certificate.*

STATE OF ILLINOIS)	
		SS
COUNTY OF BOONE)	

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument as such owner, appeared before me this day in person and acknowledged that he signed and delivered the annexed plat as his own free and voluntary act for the uses and purposes therein set forth.

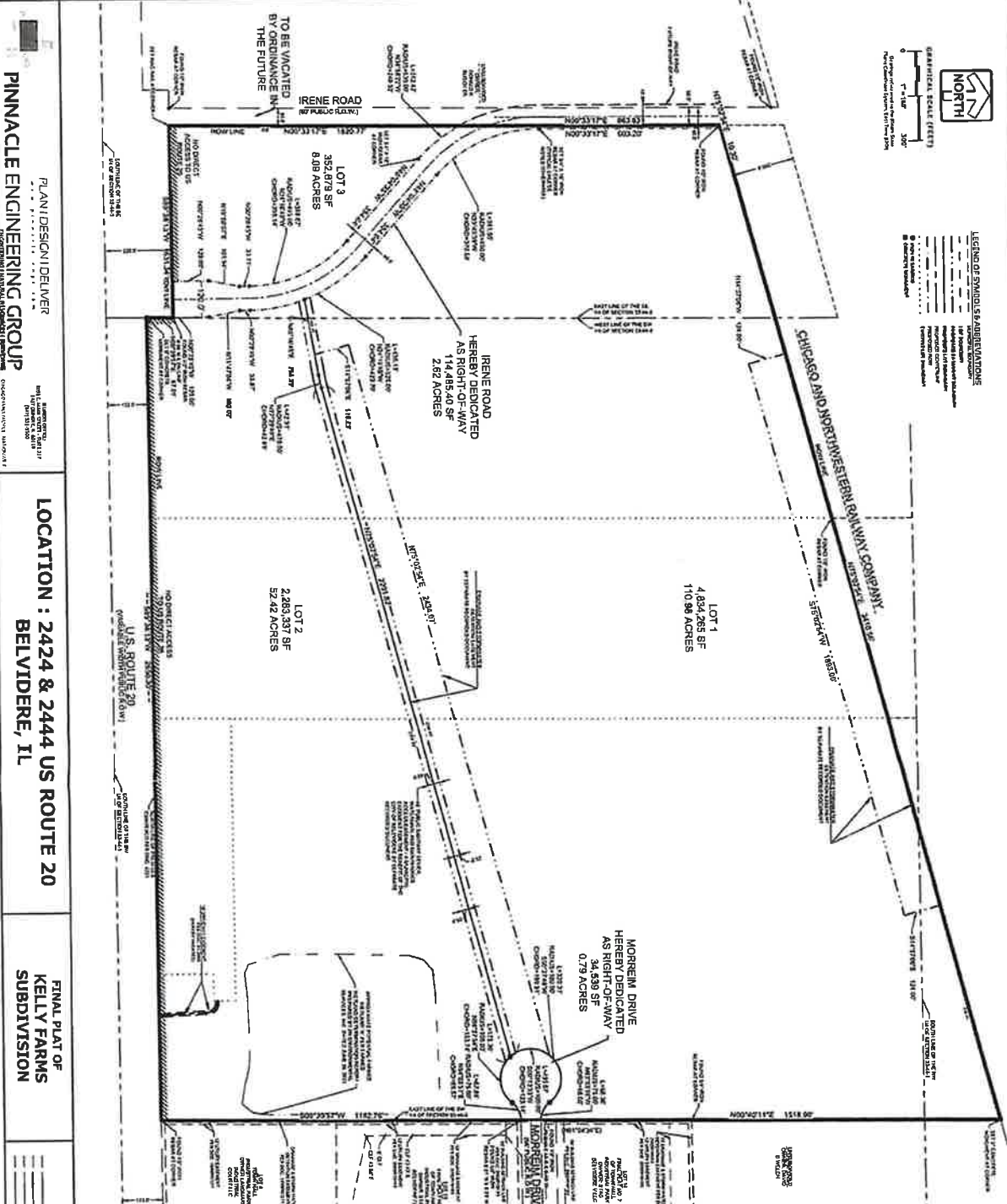
Given under my hand and Notarial Seal this ____ day of _____ A.D. 19__ at _____, Illinois.

(d) *City clerk's certificate.*

STATE OF ILLINOIS)	
		SS
COUNTY OF BOONE)	

LEGEND OF SYMBOLS & ABBREVIATIONS

- AP PROPERTY
- AP PROPERTY TO BE DEDICATED
- AP PROPERTY TO BE VACATED
- AP PROPERTY TO BE DEDICATED AS RIGHT-OF-WAY
- AP PROPERTY TO BE VACATED AS RIGHT-OF-WAY
- AP PROPERTY TO BE DEDICATED AS RIGHT-OF-WAY AND VACATED AS RIGHT-OF-WAY
- AP PROPERTY TO BE DEDICATED AS RIGHT-OF-WAY AND VACATED AS RIGHT-OF-WAY AND DEDICATED AS RIGHT-OF-WAY
- AP PROPERTY TO BE DEDICATED AS RIGHT-OF-WAY AND VACATED AS RIGHT-OF-WAY AND DEDICATED AS RIGHT-OF-WAY AND DEDICATED AS RIGHT-OF-WAY



FOR REVIEW ONLY

FINAL PLAT OF KELLY FARMS SUBDIVISION

BEING PARTS OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 25, AND THE EAST HALF 1/4 OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 3 EAST 9E, THE THIRD PRINCIPAL MERIDIAN, IN BROWN COUNTY, MISSOURI

Pinnacle Engineering Group
 PLAN DESIGN DELIVER
 ENGINEERING GROUP
 1000 WEST MAIN STREET, SUITE 100
 BELVIDERE, IL 62607
 (618) 466-1000
 WWW.PINNACLE-ENGR.COM

LOCATION : 2424 & 2444 US ROUTE 20 BELVIDERE, IL

FINAL PLAT OF KELLY FARMS SUBDIVISION

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		

SHEET 1 OF 3

SURVEY



CITY CLERK'S CERTIFICATE
 STATE OF ILLINOIS
 COUNTY OF BOONE }
 I, _____, CITY CLERK, DO HEREBY CERTIFY THAT THESE RECORDS ARE THE ORIGINAL RECORDS OF THE CITY OF BELVIDERE, ILLINOIS, AND THAT THESE RECORDS ARE KEPT IN THE OFFICE OF THE CITY CLERK IN THE CITY OF BELVIDERE, ILLINOIS.

PUBLIC WORKS DIRECTOR'S CERTIFICATE
 STATE OF ILLINOIS
 COUNTY OF BOONE }
 I, _____, PUBLIC WORKS DIRECTOR FOR THE CITY OF BELVIDERE, DO HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY ME AND FOUND TO CONFORM TO THE REQUIREMENTS OF THE PUBLIC WORKS DIRECTOR'S ACT AS ADOPTED BY THE CITY OF BELVIDERE, ILLINOIS, AND I DO HEREBY CERTIFY THAT I HAVE REVIEWED THE AMOUNT AND LOCATION OF THE PUBLIC WORKS AND I AM NOT PROVIDING ANY ADVICE REGARDING THE PLAN.

RECORDS CERTIFICATE
 STATE OF ILLINOIS
 COUNTY OF BOONE }
 I, _____, PUBLIC WORKS DIRECTOR FOR THE CITY OF BELVIDERE, DO HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY ME AND FOUND TO CONFORM TO THE REQUIREMENTS OF THE PUBLIC WORKS DIRECTOR'S ACT AS ADOPTED BY THE CITY OF BELVIDERE, ILLINOIS, AND I DO HEREBY CERTIFY THAT I HAVE REVIEWED THE AMOUNT AND LOCATION OF THE PUBLIC WORKS AND I AM NOT PROVIDING ANY ADVICE REGARDING THE PLAN.

PLANNING COMMISSION CERTIFICATE
 STATE OF ILLINOIS
 COUNTY OF BOONE }
 I, _____, PLANNING COMMISSIONER, DO HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY ME AND FOUND TO CONFORM TO THE REQUIREMENTS OF THE PLANNING COMMISSION ACT AS ADOPTED BY THE CITY OF BELVIDERE, ILLINOIS, AND I DO HEREBY CERTIFY THAT I HAVE REVIEWED THE AMOUNT AND LOCATION OF THE PUBLIC WORKS AND I AM NOT PROVIDING ANY ADVICE REGARDING THE PLAN.

CITY PLANNING COMMISSION CERTIFICATE
 STATE OF ILLINOIS
 COUNTY OF BOONE }
 I, _____, CITY PLANNING COMMISSIONER, DO HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY ME AND FOUND TO CONFORM TO THE REQUIREMENTS OF THE PLANNING COMMISSION ACT AS ADOPTED BY THE CITY OF BELVIDERE, ILLINOIS, AND I DO HEREBY CERTIFY THAT I HAVE REVIEWED THE AMOUNT AND LOCATION OF THE PUBLIC WORKS AND I AM NOT PROVIDING ANY ADVICE REGARDING THE PLAN.

CITY CLERK'S CERTIFICATE
 STATE OF ILLINOIS
 COUNTY OF BOONE }
 I, _____, CITY CLERK, DO HEREBY CERTIFY THAT THESE RECORDS ARE THE ORIGINAL RECORDS OF THE CITY OF BELVIDERE, ILLINOIS, AND THAT THESE RECORDS ARE KEPT IN THE OFFICE OF THE CITY CLERK IN THE CITY OF BELVIDERE, ILLINOIS.

CITY COUNCIL CERTIFICATE
 STATE OF ILLINOIS
 COUNTY OF BOONE }
 I, _____, CITY COUNCIL MEMBER, DO HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY ME AND FOUND TO CONFORM TO THE REQUIREMENTS OF THE CITY COUNCIL ACT AS ADOPTED BY THE CITY OF BELVIDERE, ILLINOIS, AND I DO HEREBY CERTIFY THAT I HAVE REVIEWED THE AMOUNT AND LOCATION OF THE PUBLIC WORKS AND I AM NOT PROVIDING ANY ADVICE REGARDING THE PLAN.

SCHOOL DISTRICT CERTIFICATE
 STATE OF ILLINOIS
 COUNTY OF BOONE }
 I, _____, SCHOOL DISTRICT SUPERINTENDENT, DO HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY ME AND FOUND TO CONFORM TO THE REQUIREMENTS OF THE SCHOOL DISTRICT ACT AS ADOPTED BY THE CITY OF BELVIDERE, ILLINOIS, AND I DO HEREBY CERTIFY THAT I HAVE REVIEWED THE AMOUNT AND LOCATION OF THE PUBLIC WORKS AND I AM NOT PROVIDING ANY ADVICE REGARDING THE PLAN.

PROPERTY OWNER CERTIFICATE
 STATE OF ILLINOIS
 COUNTY OF BOONE }
 I, _____, PROPERTY OWNER, DO HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY ME AND FOUND TO CONFORM TO THE REQUIREMENTS OF THE PROPERTY OWNER ACT AS ADOPTED BY THE CITY OF BELVIDERE, ILLINOIS, AND I DO HEREBY CERTIFY THAT I HAVE REVIEWED THE AMOUNT AND LOCATION OF THE PUBLIC WORKS AND I AM NOT PROVIDING ANY ADVICE REGARDING THE PLAN.

UTILITY COMPANIES CERTIFICATE
 STATE OF ILLINOIS
 COUNTY OF BOONE }
 I, _____, UTILITY COMPANY REPRESENTATIVE, DO HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY ME AND FOUND TO CONFORM TO THE REQUIREMENTS OF THE UTILITY COMPANIES ACT AS ADOPTED BY THE CITY OF BELVIDERE, ILLINOIS, AND I DO HEREBY CERTIFY THAT I HAVE REVIEWED THE AMOUNT AND LOCATION OF THE PUBLIC WORKS AND I AM NOT PROVIDING ANY ADVICE REGARDING THE PLAN.

CONCRETE COMMUNICATIONS CERTIFICATE
 STATE OF ILLINOIS
 COUNTY OF BOONE }
 I, _____, CONCRETE COMMUNICATIONS REPRESENTATIVE, DO HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY ME AND FOUND TO CONFORM TO THE REQUIREMENTS OF THE CONCRETE COMMUNICATIONS ACT AS ADOPTED BY THE CITY OF BELVIDERE, ILLINOIS, AND I DO HEREBY CERTIFY THAT I HAVE REVIEWED THE AMOUNT AND LOCATION OF THE PUBLIC WORKS AND I AM NOT PROVIDING ANY ADVICE REGARDING THE PLAN.

FINAL PLAT
KELLY FARMS SUBDIVISION

THIS PLAT OF THE SUBDIVISION IS MADE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 23, ARTICLE IV OF THE CONSTITUTION OF THE STATE OF ILLINOIS, AS AMENDED, AND THE CHURCH AND STATE ACT OF 1892, AS AMENDED, AND THE ACT APPROVED MARCH 11, 1893, CH. 23, SECTIONS 1, 2, 3 AND 4, AS AMENDED, AND THE ACT APPROVED MARCH 11, 1893, CH. 23, SECTIONS 1, 2, 3 AND 4, AS AMENDED, AND THE ACT APPROVED MARCH 11, 1893, CH. 23, SECTIONS 1, 2, 3 AND 4, AS AMENDED, AND THE ACT APPROVED MARCH 11, 1893, CH. 23, SECTIONS 1, 2, 3 AND 4, AS AMENDED.

OWNER'S CERTIFICATE
 STATE OF ILLINOIS
 COUNTY OF BOONE }
 I, _____, OWNER, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND OWNED BY ME AND THAT I HAVE REVIEWED THE AMOUNT AND LOCATION OF THE PUBLIC WORKS AND I AM NOT PROVIDING ANY ADVICE REGARDING THE PLAT.

CONCRETE COMMUNICATIONS CERTIFICATE
 STATE OF ILLINOIS
 COUNTY OF BOONE }
 I, _____, CONCRETE COMMUNICATIONS REPRESENTATIVE, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND FOUND TO CONFORM TO THE REQUIREMENTS OF THE CONCRETE COMMUNICATIONS ACT AS ADOPTED BY THE CITY OF BELVIDERE, ILLINOIS, AND I DO HEREBY CERTIFY THAT I HAVE REVIEWED THE AMOUNT AND LOCATION OF THE PUBLIC WORKS AND I AM NOT PROVIDING ANY ADVICE REGARDING THE PLAT.

UTILITY COMPANIES CERTIFICATE
 STATE OF ILLINOIS
 COUNTY OF BOONE }
 I, _____, UTILITY COMPANY REPRESENTATIVE, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND FOUND TO CONFORM TO THE REQUIREMENTS OF THE UTILITY COMPANIES ACT AS ADOPTED BY THE CITY OF BELVIDERE, ILLINOIS, AND I DO HEREBY CERTIFY THAT I HAVE REVIEWED THE AMOUNT AND LOCATION OF THE PUBLIC WORKS AND I AM NOT PROVIDING ANY ADVICE REGARDING THE PLAT.

REVISIONS

FOR REVIEW ONLY

PLANNING COMMISSION CERTIFICATE
 STATE OF ILLINOIS }
 COUNTY OF BOONE }
 APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BELVIDERE.
 DATED THIS ____ DAY OF _____, 20____.
 _____, CHAIRPERSON

PLANNING COMMISSION CERTIFICATE
 STATE OF ILLINOIS }
 COUNTY OF BOONE }
 APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BELVIDERE.
 DATED THIS ____ DAY OF _____, 20____.
 _____, CHAIRPERSON

PLANNING COMMISSION CERTIFICATE
 STATE OF ILLINOIS }
 COUNTY OF BOONE }
 APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BELVIDERE.
 DATED THIS ____ DAY OF _____, 20____.
 _____, CHAIRPERSON

PLANNING COMMISSION CERTIFICATE
 STATE OF ILLINOIS }
 COUNTY OF BOONE }
 APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BELVIDERE.
 DATED THIS ____ DAY OF _____, 20____.
 _____, CHAIRPERSON

PLANNING COMMISSION CERTIFICATE
 STATE OF ILLINOIS }
 COUNTY OF BOONE }
 APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BELVIDERE.
 DATED THIS ____ DAY OF _____, 20____.
 _____, CHAIRPERSON

REVISIONS

REVISIONS

REVISIONS

REVISIONS

MEMO

DATE: April 13, 2022

TO: Mayor and Members of the City Council

FROM: City of Belvidere Planning and Zoning Commission

SUBJECT: Recommendation for Case 2022-08; Kelly Farms Subdivision (FP)

REQUEST:

The applicant is requesting final plat approval of the 3-lot Kelly Farms Subdivision. The subject property is northeast of Irene Road and Grant Highway and is bounded by the railroad to the north and Townhall Industrial Park to the east. It is approximately 175 acres in size and is in row crop production with farmsteads (see attached aerial photo). PINs: 05-32-400-005; 05-33-300-001; 05-33-300-002; 05-33-300-004; 05-33-300-005 and 05-33-100-006.

RECOMMENDATION:

The planning and zoning commission recommended the **approval** of case number **2022-08** subject to the following conditions:

1. The perimeter boundary line shall be listed in the legend.
2. The western boundary line of the subdivision plat shall be extended to mirror the western annexation boundary line, not Irene Road.
3. The distance between the west boundary line and the right-of-way line shall be noted on the plat.
4. The overall bearing and distance along the eastern boundary shall be noted on the plat.
5. A utility easement shall be placed along the western border of the subdivision that is wide enough to encompass the existing Nicor Gas line and any other utilities currently located along Irene Road.
6. Lot 2 shall have a utility easement.
7. Existing Lot Boundary Lines shall be removed.
8. A drainage overlay needs to be submitted for review and approval prior to final plat approval.
9. A request to waive sidewalk requirements shall be made to the City Council.
10. The Surveyor's Certificate Block, Owner's Certificate Block and Notary's Certificate Block shall be revised to mirror the language found in Appendix A of the Belvidere Subdivision Code.
11. The Public Works Department Certificate Block shall state "Plat" not "Plates".
12. The Illinois Department of Transportation Certificate Block shall state "Approved" not "Approves".
13. The Planning Commission Certificate Block shall be removed.

14. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.
15. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to the recording of the Final Plat or prior to the approval and release of the construction plans for the development by the Director of Public Works.
16. A construction inspection fee in the amount of three percent of the approved engineer's estimate of costs for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.
17. Unless other arrangements are approved by the City Council, the developer shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin and other fees that are required but the City at the time of Final Plat submittal.
18. Ownership and maintenance responsibility of the detention areas must be included in the final plat.
19. The revised plat shall be presented to the planning department for review and approval before any signatures are obtained.
20. The plat shall be recorded with the County Recorder of Deeds within 90 days of City Council approval, unless a plat-recording extension is granted.
21. The final plat shall be in compliance with all applicable codes, ordinances and agreements.

Motion to approve case 2022-08; Kelly Farms Subdivision (FP) subject to the conditions as presented carried with a (5-0) roll call vote.

Paul Engelman, Chairman
Belvidere Planning and Zoning Commission

ORDINANCE NO. 578H

**AN ORDINANCE APPROVING
A FINAL PLAT TITLED
KELLY FARMS SUBDIVISION**

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

WHEREAS, the applicant, Scannell Properties #554 LLC, 8801 River Crossing Boulevard, Indianapolis, IN 46240 (described in the attached subdivision plat (hereof referenced as Attachment A)), has petitioned the City of Belvidere for approval of the final plat titled Kelly Farms Subdivision.

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

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

1. The perimeter boundary line shall be listed in the legend.
2. The western boundary line of the subdivision plat shall be extended to mirror the western annexation boundary line, not Irene Road.
3. The distance between the west boundary line and the right-of-way line shall be noted on the plat.
4. The overall bearing and distance along the eastern boundary shall be noted on the plat.
5. A utility easement shall be placed along the western border of the subdivision that is wide enough to encompass the existing Nicor Gas line and any other utilities currently located along Irene Road.
6. Lot 2 shall have a utility easement.
7. Existing Lot Boundary Lines shall be removed.
8. A drainage overlay needs to be submitted for review and approval prior to final plat approval.
9. A request to waive sidewalk requirements shall be made to the City Council.
10. The Surveyor's Certificate Block, Owner's Certificate Block and Notary's Certificate Block shall be revised to mirror the language found in Appendix A of the Belvidere Subdivision Code.
11. The Public Works Department Certificate Block shall state "Plat" not "Plates".
12. The Illinois Department of Transportation Certificate Block shall state "Approved" not "Approves".

13. The Planning Commission Certificate Block shall be removed.
14. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.
15. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to the recording of the Final Plat or prior to the approval and release of the construction plans for the development by the Director of Public Works.
16. A construction inspection fee in the amount of three percent of the approved engineer's estimate of costs for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.
17. Unless other arrangements are approved by the City Council, the developer shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin and other fees that are required but the City at the time of Final Plat submittal.
18. Ownership and maintenance responsibility of the detention areas must be included in the final plat.
19. The revised plat shall be presented to the planning department for review and approval before any signatures are obtained.
20. The plat shall be recorded with the County Recorder of Deeds within 90 days of City Council approval, unless a plat-recording extension is granted.
21. The final plat shall be in compliance with all applicable codes, ordinances and agreements.

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

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

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

PASSED by the City Council of the City of Belvidere this _____ day of _____, 2022.

APPROVED by the Mayor of the City of Belvidere this _____ day of _____, 2022.

Clint Morris, Mayor

ATTEST:

Sarah Turnipseed, City Clerk

Ayes: _____ Nays: _____ Absent: _____

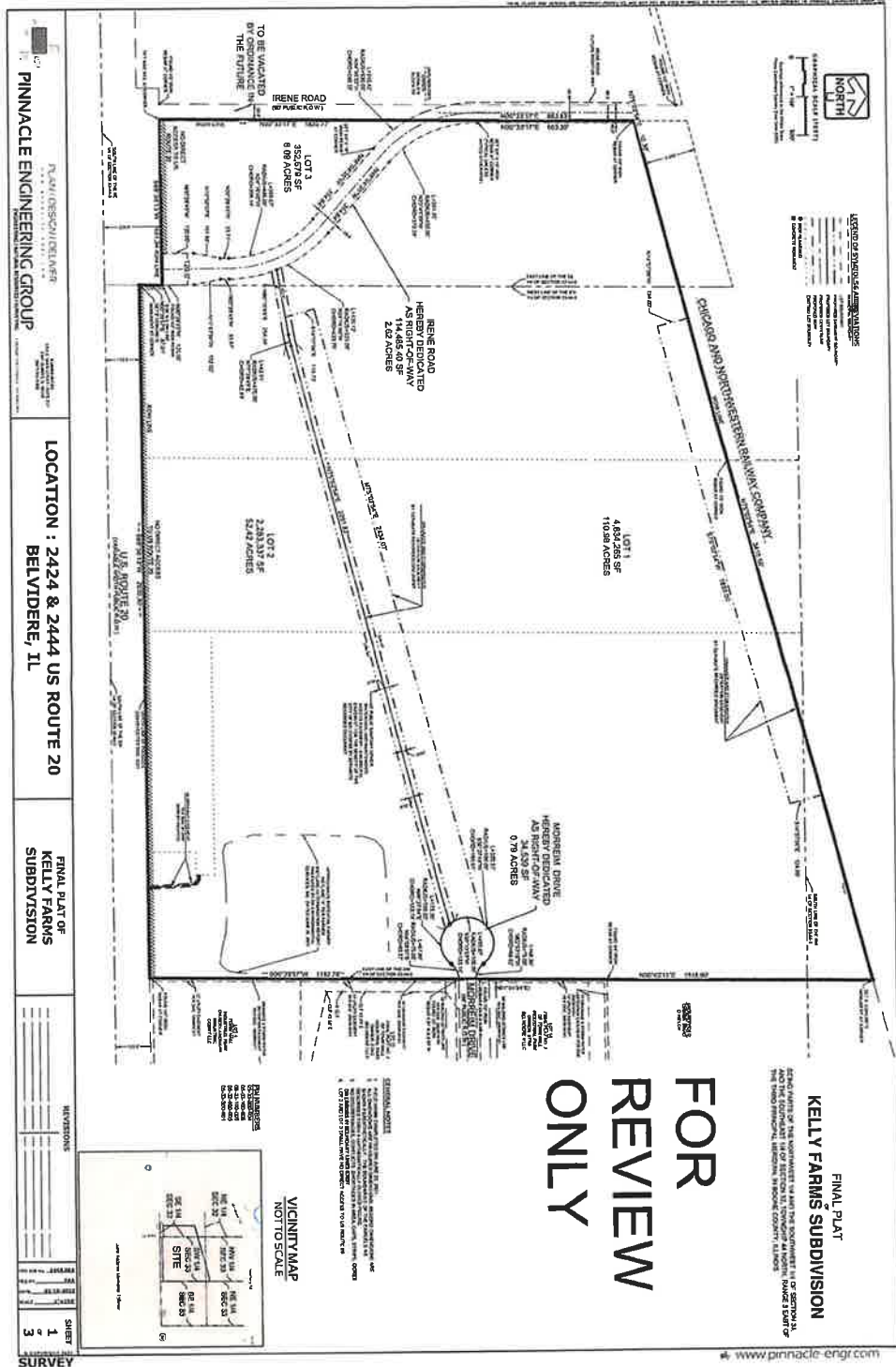
City Council Members Voting Aye:

City Council Members Voting Nay:

Date Published:

Sponsor: _____

ATTACHMENT A



PINNACLE ENGINEERING GROUP
 PLANNING DEPARTMENT
 100 N. WILSON ST. #100
 CHICAGO, ILL. 60610
 PHONE: 773.385.0000
 FAX: 773.385.0001
 WWW.PINNACLE-ENGR.COM

LOCATION : 2424 & 2444 US ROUTE 20
BELVIDERE, IL

**FINAL PLAT OF
 KELLY FARMS
 SUBDIVISION**

REVISIONS	DATE	BY	APP.	DESCRIPTION

SHEET	TOTAL SHEETS
1	3

SURVEY



LEGEND OF SYMBOLS/ABBREVIATIONS:

- Proposed Subdivision Boundary
- Proposed Lot Boundary
- Proposed Right-of-Way Boundary
- Proposed Right-of-Way Easement
- Proposed Right-of-Way Encroachment
- Proposed Right-of-Way Encroachment
- Proposed Right-of-Way Encroachment
- Proposed Right-of-Way Encroachment
- Proposed Right-of-Way Encroachment
- Proposed Right-of-Way Encroachment

**FINAL PLAT
 KELLY FARMS SUBDIVISION**

THIS PLAT OF THE SUBDIVISION OF LAND AND THE SCHEMATIC OF LOT OR SECTIONS AND THE CONTAINMENT OF ANY SECTION OR SECTION 34 NORTH RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, BELVIDERE TOWNSHIP, CHICAGO COUNTY, ILLINOIS

FOR REVIEW ONLY

PLANNING COMMISSION CERTIFICATE

STATE OF ILLINOIS } IS

COUNTY OF SPOKANE } IS

APPROVED THIS ____ DAY OF _____ 20__

BY: _____

RECORDERS CERTIFICATE

STATE OF ILLINOIS } IS

COUNTY OF SPOKANE } IS

APPROVED THIS ____ DAY OF _____ 20__

BY: _____

CONTRACTOR CERTIFICATE

STATE OF ILLINOIS } IS

COUNTY OF SPOKANE } IS

APPROVED THIS ____ DAY OF _____ 20__

BY: _____

PLANNING COMMISSION CERTIFICATE

STATE OF ILLINOIS } IS

COUNTY OF SPOKANE } IS

APPROVED THIS ____ DAY OF _____ 20__

BY: _____

KELLY FARMS SUBDIVISION

FINAL PLAT

SUBJECT MATTER OF THE INSTRUMENT IS AND THE INSTRUMENT IS OF SECTION 20, AND THE SCHEDULE 18 OF RECORDS 22, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN IN SPOKANE COUNTY, ILLINOIS

UNIFORM GRANTEE CERTIFICATE

STATE OF ILLINOIS } IS

COUNTY OF SPOKANE } IS

APPROVED THIS ____ DAY OF _____ 20__

BY: _____

CONTRACTOR CERTIFICATE

STATE OF ILLINOIS } IS

COUNTY OF SPOKANE } IS

APPROVED THIS ____ DAY OF _____ 20__

BY: _____

RECORDERS CERTIFICATE

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COUNTY OF SPOKANE } IS

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BY: _____

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APPROVED THIS ____ DAY OF _____ 20__

BY: _____

PLANNING COMMISSION CERTIFICATE

STATE OF ILLINOIS } IS

COUNTY OF SPOKANE } IS

APPROVED THIS ____ DAY OF _____ 20__

BY: _____

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 6, 2022

ADVISORY REPORT

CASE NO: 2022-09 **APPLICANT:** Kelly Farms (Industrial), NE Corner Irene Rd & Grant Hwy

REQUEST AND LOCATION:

The applicant, Scannell Properties #554 LLC, 8801 River Crossing Boulevard, Indianapolis, IN 46240 is requesting a map amendment (rezoning) northeast of Irene Road and US Route 20, commonly known as 2424 US Route 20, Belvidere, IL 61008; 2444 US Route 20, Belvidere, IL 61008 and 2612 US Route 20, Belvidere, IL 61008 from RH, Rural Holding District (pending annexation) to HI, Heavy Industrial District, pursuant to the Belvidere Zoning Ordinance Section 150.903 Amendment to Official Zoning Map. The subject property is approximately 163 acres and is in row crop production (PIN:s 05-33-300-004; 05-33-300-005; 05-33-100-006; 05-33-300-001; 05-33-300-002 and Part of PIN: 05-32-400-005).

BACKGROUND:

The applicant is in the process of purchasing the property and has petitioned for annexation into the City of Belvidere. According to the City of Belvidere Zoning Ordinance, all property annexed into the City is zoned RH, Rural Holding District until properly rezoned by ordinance. In conjunction with the petition of annexation for the subject property, the applicant has petitioned for a rezoning of approximately 163 acres to heavy industrial, approximately 8 acres to general business, a preliminary plat of subdivision for the entire property and a final plat of subdivision for the entire property. Upon subdivision and development of the property, Irene Road will be realigned to better accommodate truck traffic and there will be two large lots within the heavy industrial zoning and one lot within the general business zoning.

Townhall Industrial Park which abuts the east side of the property was annexed into the City in 1998 and began development shortly afterwards. Morreim Drive will be extended westward into the subject property to provide a secondary means of access to the heavy industrial lots.

The Boone County Soil and Water Conservation District's NRI Report 1686 provided a unfavorable opinion of the change of zoning for the subject property due to a high land evaluation score. This is not uncommon due to the high quality of Boone County farmland. The Boone County Soil and Water Conservation District notes that if there is future development, attention should be paid to soil compaction and erosion, groundwater and habitat providing native landscaping.

FINDINGS OF FACT:

Per Section 150.903 (D) of the City of Belvidere Zoning Ordinance, the criteria for granting an Amendment of the Official Zoning Map are as follows:

A. Existing uses and intensities of property within the general area of the property in question.

Findings:

Subject property: Row Crop Production and Farmsteads

North: Railroad

South: Grant Highway

West: Row Crop Production

East: Townhall Industrial Park and Row Crop Production

The subject property is bounded by the railroad to the north, Townhall Industrial Park to the east, Grant Highway to the south and Irene Road to the west. North of the railroad are older industrial developments that utilize Irene Road for access. Even though there is row crop production occurring to the east and west, both properties are zoned industrial and are anticipated to redevelop as such in the future.

B. The zoning classification of property within the general area of the property in question.

Findings:

Subject property: RH, Rural Holding District (pending annexation)

North: PI, Planned Industrial District and I1, Light Industrial District (County)

South: A-1, Agricultural Preservation Area District (County) and R-1, Single-family Residential District (County)

West: I1, Light Industrial District (County)

East: HI, Heavy Industrial District and I1, Light Industrial District (County)

The heavy industrial zoning allows for office, indoor and outdoor storage or wholesaling, distribution centers, light industrial and heavy industrial land uses. Land uses that are more intense such as junkyards, freight terminals and extraction uses are permitted by special use approval.

Although the adjacent county property is zoned light industrial, the county's permitted light industrial land uses are similar to those permitted in the city's heavy industrial district.

C. The suitability of the property in question for the uses permitted under the existing zoning classification.

Findings: The property is suitable for the existing zoning classification in its current state with the existing improvements located on the subject property.

The existing use on the subject property is suitable for the Rural Holding District. However, the location of the property and nearby infrastructure lends itself to industrial development. By rezoning the subject property to a more appropriate district, when improvements are made, the site will be more compatible with the surrounding area.

D. The trend of development, if any, in the general area of the property in question, including changes (such as the presence of new roads or other infrastructure,

additional development, annexation, or other zoning changes), if any, that may have taken place since the day the property in question was placed in its present zoning classification and that make the property more appropriate for a different zoning district.

The subject property was placed into the default Rural Holding District zoning classification upon approval of an annexation with the city, however, the anticipated improvements and land uses as noted in the annexation agreement are at a greater intensity than the "rural community character" that the Rural Holding District encourages. The proximity of the railroad, Grant Highway and Townhall Industrial Park encourages the trend of commercial and industrial development in the area.

E. Whether the proposed amendment is consistent with the plans and policies of the Comprehensive Plan adopted by the City

Findings: The proposed rezoning is somewhat consistent with the plans and policies of the Comprehensive Plan adopted by the City.

The subject property is designated as a mix of "Planned Industrial" and "Planned Mixed Use-4" by the City of Belvidere Comprehensive Plan, adopted July 15, 1999. The Planned Industrial map category encourages high-quality indoor manufacturing, assembly and storage uses with generous landscaping and signage while the Planned Mixed Use-4 category encourages intensive mixed uses near a transit center with buildings four to six stories tall with offices, services, retail or upper floor residential uses.

The applicant wishes to rezone to heavy industrial to better accommodate the trend of industrial development in the area. With the diminished possibility of commuter rail locating in the area, the City is reviewing their Comprehensive Plan regarding the current transit orientated development designations.

F. Whether the proposed Official Zoning Map amendment furthers the purposes of the Zoning Ordinance and the applicable rules and regulations of the State of Illinois and the Federal Emergency Management Agency (FEMA).

Findings: The proposed Official Zoning Map amendment will further the purposes of this Chapter and the applicable rules and regulations of the State of Illinois and the Federal Emergency Management Agency (FEMA).

The subject property is currently in row crop production with coinciding farmsteads in accord with Boone County regulations. The rezoning will help bring the property in line with the City of Belvidere's regulations. All future development will be required to adhere to all applicable codes and ordinances in addition to advised recommendations for development that may be provided by agencies at a later date.

G. Whether a mistake was made in mapping on the Official Zoning Map or if an area is developing in a manner and purpose different from that for which it is mapped.

Findings: Properties are automatically zoned Rural Holding District upon annexation. This zoning district acts as a holding place until the property can be properly rezoned to an industrial, commercial or residential district.

SUMMARY:

The planning staff believes that the proposed rezoning for the subject site is not more intense than the other developed uses or anticipated uses in the general area. The development of the subject property includes the realignment of Irene Road which will benefit neighboring properties as well.

The Heavy Industrial District requirements will regulate lot coverage, landscaping and aesthetics of new construction. These regulations will lessen any negative impacts the rezoning may cause to the area.

RECOMMENDATION:

The Planning staff recommends the approval of case number 2022-09 to rezone 163 acres between Irene Road, Grant Highway and Townhall Industrial Park from RH, Rural Holding District (pending annexation) To HI, Heavy Industrial District.

Submitted by:


Gina DeRose, Community Development Planner

PLANNING AND ZONING COMMISSION/CITY COUNCIL ACTION

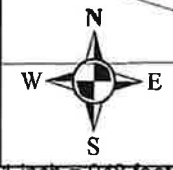
The Planning and Zoning Commission shall make and forward findings of fact as to the whether the proposed map amendment furthers the purposes of the Zoning Ordinances and make a recommendation to the City Council. The City Council shall review the findings and recommendation and may accept or reject 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 map amendment.

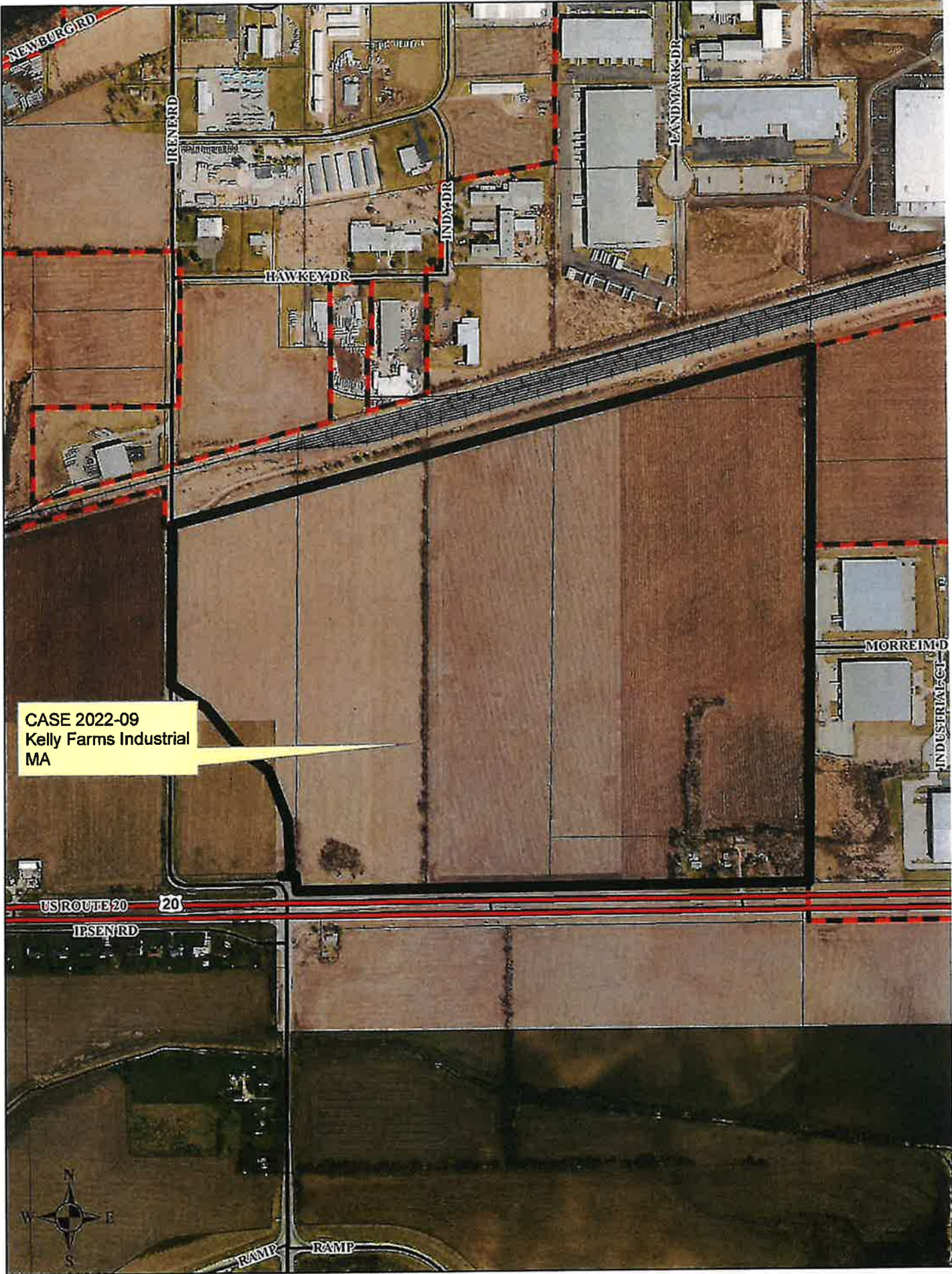
ATTACHMENTS

1. Location Map by Planning Staff.
2. Aerial photo by Planning Staff.
3. Zoning Maps by Planning Staff.
4. Narrative submitted by Applicant.
5. Subdivision Concept Plan
6. Letter from the Boone County Health Department, Amanda Mehl, March 21, 2022.
7. NRI Report 1686 opinion, executive summary and comments submitted by Teagan Duffy, Boone County Soil and Water Conservation District dated April 6, 2022.



CASE 2022-09
Kelly Farms Industrial
MA



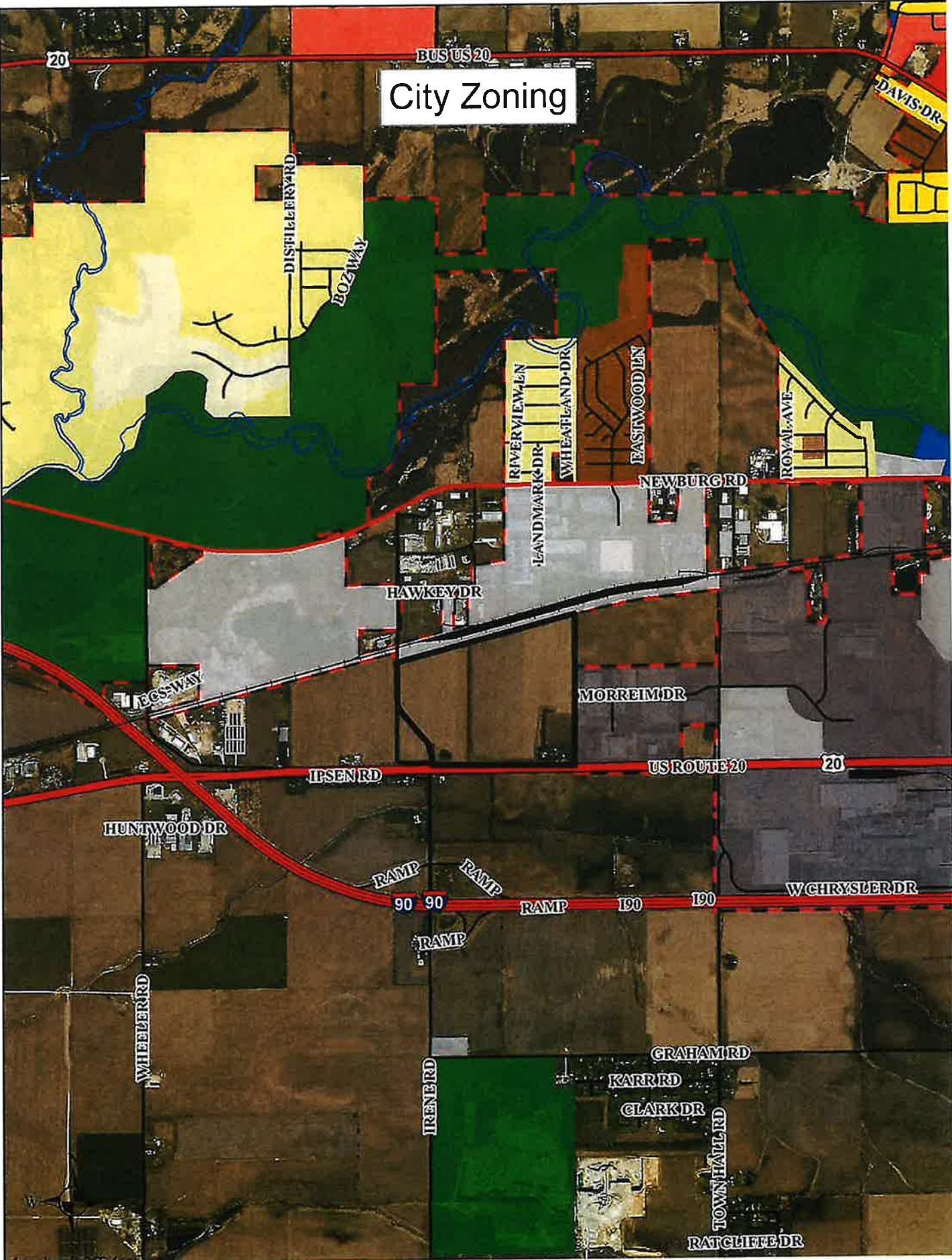


CASE 2022-09
Kelly Farms Industrial
MA

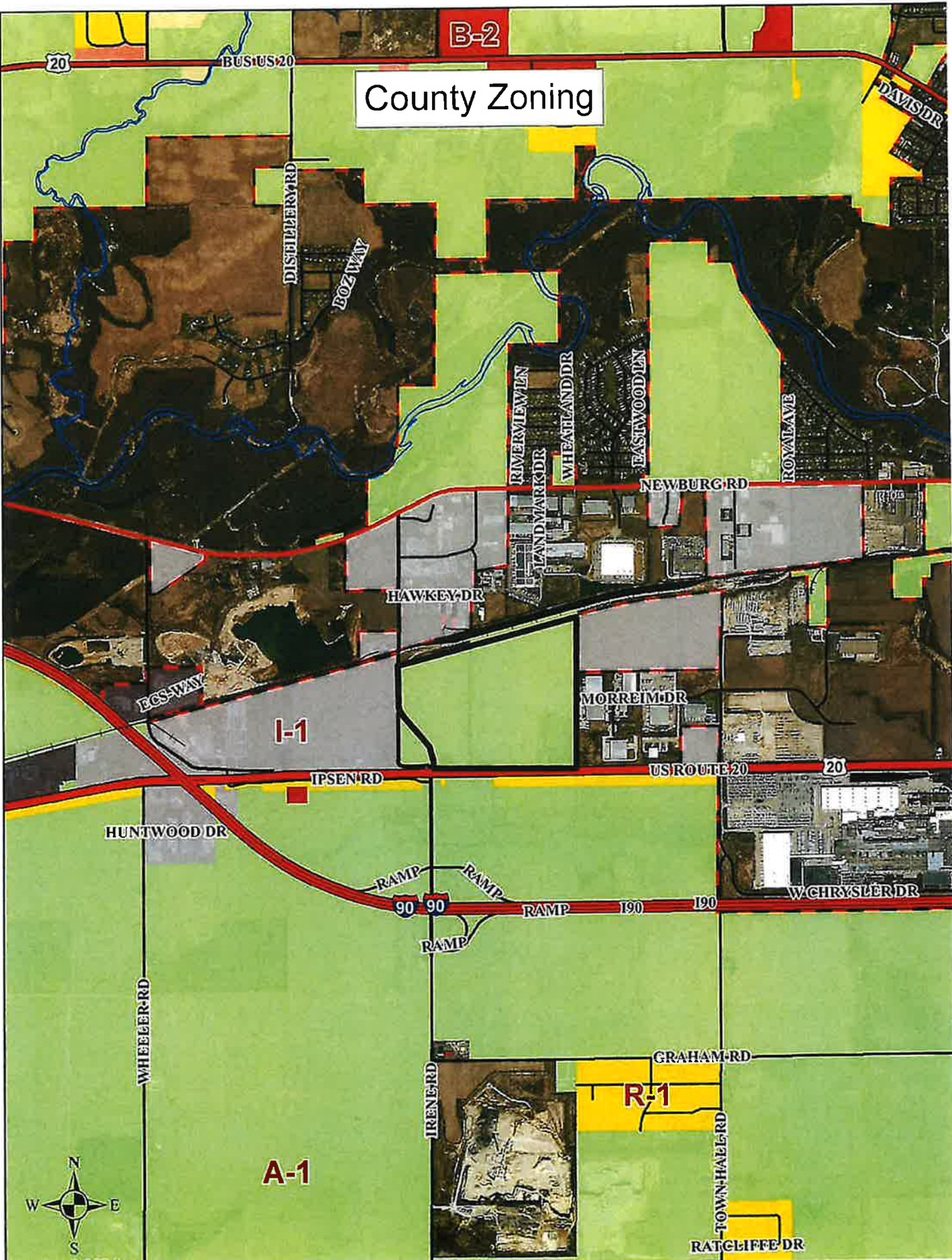


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City Zoning



County Zoning



STATEMENT OF THE PROJECT
SCANNELL PROPERTIES' ACQUISITION AND DEVELOPMENT
IN BELVIDERE, ILLINOIS

Generally: Scannell Properties #554, LLC, or its assigns, has a contract right to purchase about 175 acres of Property, which is east of Irene Road, south of the railroad tracks, and north of U.S. Route 20 (the "Property"), and shown on the attached map. Scannell intends to purchase the Property, annex it into the City, subdivide the Property into one commercial parcel (west of new Irene Road, the "Commercial Parcel"), two industrial parcels (east of new Irene Road being the "North Industrial Parcel" and the "South Industrial Parcel" as shown on the Subdivision Application), to dedicate an 80-foot wide strip of land to the City for the new right of way of Irene Road, and to extend water and sewer service to the west side of this Property, and north and south, along the new Irene Road right of way.

Building: Scannell proposes to build on the North Industrial Parcel a manufacturing/warehousing building with approximately 1.3 million square feet in the first phase of building, with the possibility of expanding that building in two additions of approximately 213,000 square feet each, for a total square footage of potentially 1.726 million square feet. The South Industrial Parcel and the Commercial Parcel would be held for other industrial and commercial users, but kept in agricultural use until a definite user is found. The South Industrial Parcel may eventually be split into two parcels.

Jobs: The North Industrial Parcel is proposed to be leased to General Mills, who will operate the warehouse and distribution center, or who will hire a logistics provider ("Logistics Provider") to operate the warehouse and distribution center. Because of the high-tech automated nature of the operation in the building, it is expected that, in addition to the approximately 500 to 750 construction jobs needed to build out this development, either General Mills or its Logistics Provider will employ at least 50, but up to 75 full time employees. More employees will undoubtedly be hired for the Commercial Parcel and the South Industrial Parcel, when they are built out.

Public Improvements: Scannell is dedicating to the City, as part of the subdivision plat, an 80-foot wide right of way for the realignment of Irene Road, in order to provide a smoother curve for traffic, especially for truck traffic, and a better intersection with Highway 20. All three lots will have their main access on new Irene Road. Scannell will also install and dedicate to the City, a cul-de-sac on Morreim Drive, for a truck turnaround, as shown in the site plan. If the South Industrial Parcel is divided in the future, it may also have an interior road on the South Industrial Parcel, to serve any divided lots. The City is agreeing to vacate those portions of current Irene Road, which will no longer be needed, after all the improvements for new Irene Road are installed and accepted. The City will likely construct new Irene Road, in the location shown on the Site Plan submitted to the City, with funding as identified in the Annexation Agreement, and on final plans and specifications and timing agreed to by the City and Scannell. Extension of City water and sewer to all parcels of the Property, will be made in the realigned Irene Road right of way, and in an easement from new Irene Road to Morreim Drive, in the locations approximately as shown on the preliminary subdivision plat submitted to the City. The Irene Road relocation and the water and sewer extension, are expected to be paid for either by grants or by Scannell. Scannell will also contribute to the cost of the eventual improvement of the Irene Road/Newburg Road intersection.

Funding. All of the buildings and improvements on the Property will be paid for by the developer, except that grants will be applied for, to defray the cost of the realignment of Irene Road, and, if available, for the extension of the City's water and sewer lines from Morreim Drive west to new Irene Road, and from there to US Highway 20 and to the north property boundary. This project, and the creation of these public improvements would not be possible but for certain fee waivers and property tax reimbursements from the City, from the County, and for the City's help in applying for grants and exemptions from other fees.

Process: Scannell intends to close on the purchase of the Property in early June, and is submitting formal applications in early March, so all of the approvals can be obtained before the Offer contingency date at the end of May.

PRELIMINARY PLAT
KELLY FARMS SUBDIVISION

BEING PARTS OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 23, AND THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 20N, RANGE 3 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS

PINNACLE ENGINEERING GROUP
1540 W. CALHOUN ST., SUITE 100
CHICAGO, IL 60607
TEL: (773) 389-3300
WWW.PINNACLE-ENG.COM

**LOCATION: 2424 & 2444 US ROUTE 20
BELVIDERE, IL**

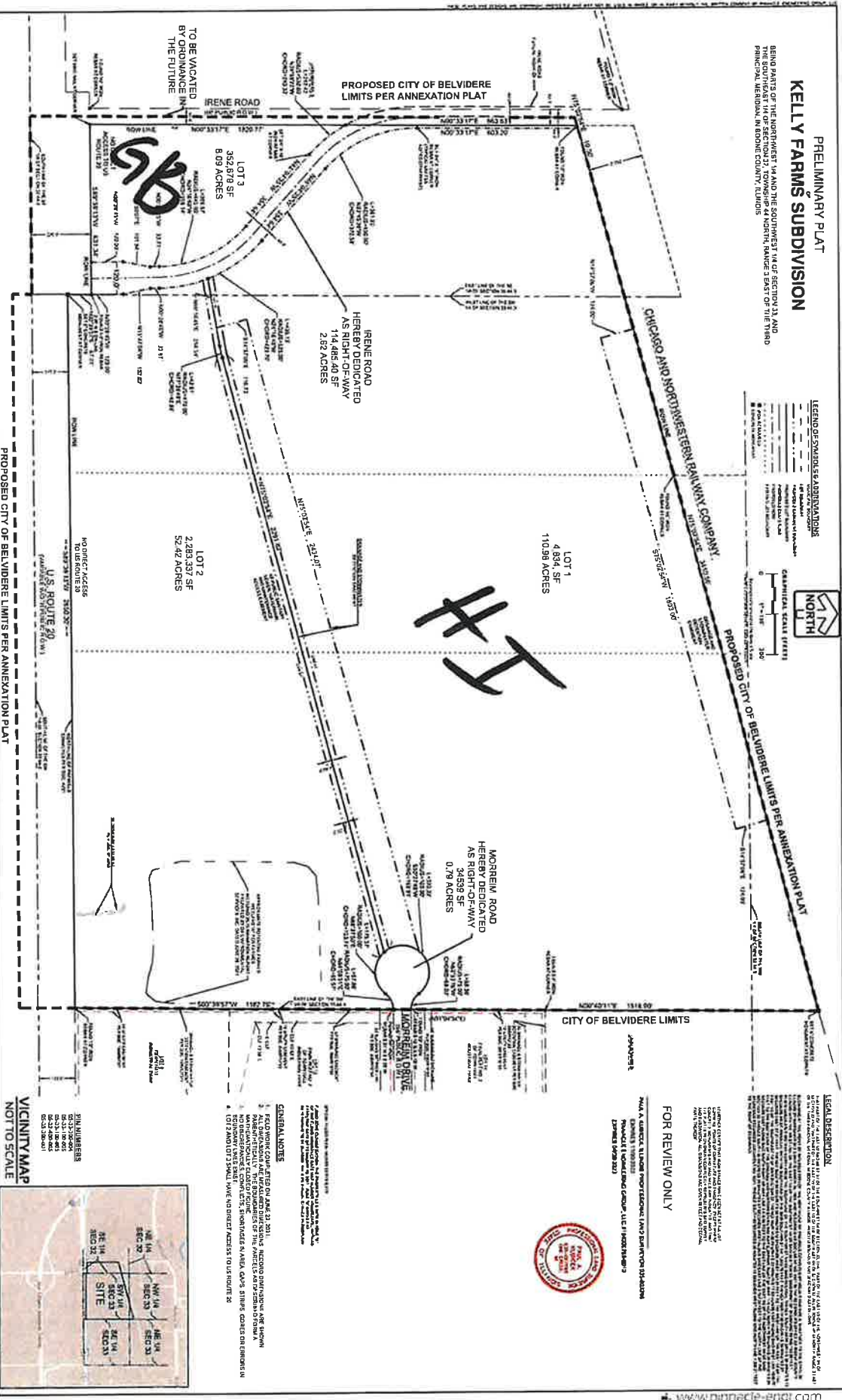
**PRELIMINARY PLAT OF
KELLY FARMS
SUBDIVISION**

REVISIONS

NO.	DATE	DESCRIPTION
1	08/11/2021	ISSUED FOR REVIEW
2	09/15/2021	REVISED PER COMMENTS
3	10/20/2021	REVISED PER COMMENTS
4	11/15/2021	FINAL REVIEW

SHEET 1 OF 2

SURVEY





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 optimal wellness & protecting the public's health.

March 21, 2022

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

Email: gdelrose@ci.belvidere.il.us

Re: 2022-09 (RZ): Kelly Farms – Heavy Industrial, Northeast of Irene Road and US Route 20

Dear City of Belvidere,

We are in receipt of a copy for a map amendment (rezoning) on approximately 163 acres northeast of Irene Road and US Route 20, commonly known as 2424 US Route 20, Belvidere, IL 61008; 2444 US Route 20, Belvidere, IL 61008 and 2612 US Route 20, Belvidere, IL 61008 from RH, Rural Holding District (pending annexation) to HI, Heavy Industrial District Pursuant to the Belvidere Zoning Ordinance Section 150.903 Amendment to Official Zoning Map. PIN: s 05-33-300-004; 05-33-300-005; 05-33-100-006; 05-33-300-001; 05-33-300-002 and Part of PIN: 05-32-400-005

The applicant would need to complete and submit a plan review for the well and/or septic, to the Boone County Health Department. This review will ensure plan meets well and/or septic setbacks. There is a \$75.00 fee for the plan review. When it is approved, the approval will be submitted to the City of Belvidere Community Development Department.

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

Sincerely,

Amanda Mehl
Public Health Administrator
Boone County Health Department

AT

Opinion of the Boone County SWCD Board

Scannell Properties has submitted a request for a Natural Resource Information Report as part of an application for a zoning change from rural holding to heavy industrial. This parcel involves approximately 174.91 acres, located in sections 32 and 33 of township 44N in range 3E. The parcel identification numbers are 05-33-300-004, 05-33-100-006, 05-33-100-005, 05-32-400-005, and 05-33-300-001.

The Boone County Soil & Water Conservation District Board has a

- Favorable
- Unfavorable
- Other: _____

opinion of the proposed land use change. The Board concerns are stated below. More detailed information is presented throughout the various sections of this document.

Signature of Board Chairperson

William Hall on 4-6-2022

Board Concerns:

This parcel has a high LE score of 82.7, a flat topography ideal for farming, and is easily accessible by farm equipment. Over ninety-five percent of the area of interest has been determined to be prime farmland. All of these factors make it ideal land for farming. After development it will be difficult to convert this land to farmland in the future, leading to loss of a natural resource.

**EXECUTIVE SUMMARY TEMPLATE
NRI REPORT 1686**

The Boone County Soil and Water Conservation District (SWCD) has completed this Natural Resource Information (NRI) Report 1686 in response to a request for a change in zoning from rural holding to heavy industrial. The project involves approximately 174.91 acres, located at PINs 05-33-300-004, 05-33-100-006, 05-33-100-005, 05-32-400-005, and 05-33-300-001. The site is located in the Southwest corner of section 33 in Belvidere township of Boone County, Illinois.

The surrounding land use is to the north, east, and west is industrial, and south is agricultural. The property is located between U.S. Route 20 and Irene road.

The purpose of the Natural Resources Information Report is to serve as a tool for determining appropriate land uses and the effect of particular land uses on the integrity of the natural resources present on or in the vicinity of the parcel.

According to the USDA Natural Resources Conservation Service Boone County Soil Survey, the site has the following soils:

Soil Type	Name	# of Acres	% of Total Acres	Land Evaluation
197A	Troxel silt loam, 0 to 2 percent slopes	2.3	1.3	100
290B	Warsaw loam, 2 to 4 percent slopes	1.7	1	75
379A	Dakota loam, 0 to 2 percent slopes	159.9	91.7	75
440A	Jasper silt loam, 0 to 2 percent slopes	5.0	2.9	93
528A	Lahoguess loam, 0 to 2 percent slopes	4.1	2.3	93
529A	Selmass loam, 0 to 2 percent slopes	1.3	.8	93

Land Evaluation - Land Evaluation encompasses information regarding soils found on the site and their suitability for agricultural purposes. For purposes of the Land Evaluation portion of the LESA system, each soil is assigned a relative value number from 0 to 100, a 0 being the worst for crop production, 100 the best.

Land Evaluation Score: 82.7

Farmland Classification: Prime agricultural soils are an important resource to Winnebago County. Some of the most productive soils in the United States occur locally. Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops.

- All areas are prime farmland: 99.2%
- Prime farmland if drained: 0.8%

Hydric Soils: Hydric soils by definition have seasonal high water at or near the soil surface and/or have potential flooding or ponding problems. All hydric soils range from poorly suited to unsuitable for building.

- Hydric Inclusions: 0.8%
- Not Hydric: 99.2%

Limitations for Septic Systems: The factors considered are the characteristics and qualities of the soil that affect the limitations for absorbing waste from domestic sewage disposal systems. The major features considered are soil permeability, percolation rate, groundwater level, depth to bedrock, flooding hazards, and slope.

- Slight: 2.9%
- Restricted: 92.7%
- Severe: 3.6%
- V. Severe: .8%

Erosion and Sediment Control: Erosion is the wearing away of the soil by water, wind, and other forces. Soil erosion threatens the Nation's soil productivity and contributes the most pollutants in our waterways. Water causes about two thirds of erosion on agricultural land. Four properties, mainly, determine a soil's erodibility: Texture, Slope, Structure and Organic Matter Content.

- Moderate: 99%
- Slight: 1%

Dwelling With Basements – Dwellings are single-family houses of three stories or less. For dwellings with basements, the foundation is assumed to consist of spread footings of reinforced concrete built on undisturbed soil at a depth of about 7 feet. The ratings for dwellings are based on the soil properties that affect the capacity of the soil to support a load without movement and on the properties that affect excavation and construction costs. The properties that affect the load-supporting capacity include depth to a water table, ponding, flooding, subsidence, linear extensibility (shrink-swell potential), and compressibility. Compressibility is inferred from the Unified classification of the soil. The properties that affect the ease and amount of excavation include depth to a water table, ponding, flooding, slope, depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, and the amount and size of rock fragments.

- Not Limited: 95.6%
- Somewhat Limited: 1.3%
- Very Limited: 3.1%

Small Commercial Buildings - Small commercial buildings are structures that are less than three stories high and do not have basements. The foundation is assumed to consist of spread footings of reinforced concrete built on undisturbed soil at a depth of 2 feet or at the depth of maximum frost penetration, whichever is deeper. The ratings are based on the soil properties that affect the capacity of the soil to support a load without movement and on the properties that affect excavation and construction costs. The properties that affect the load-supporting capacity include depth to a water table, ponding, flooding, subsidence, linear extensibility (shrink-swell potential), and compressibility (which is inferred from the Unified classification of the soil). The properties that affect the ease and amount of excavation include flooding, depth to a water table, ponding, slope, depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, and the amount and size of rock fragments.

- Not Limited: 1.0%
- Somewhat Limited: 98.2%
- Very Limited: .8%

Shallow Excavation: Shallow excavations are trenches or holes dug to a maximum depth of 5 or 6 feet for graves, utility lines, open ditches, or other purposes. The ratings are based on the soil properties that influence the ease of digging and the resistance to sloughing. Depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, the amount of large stones, and dense layers influence the ease of digging, filling, and compacting. Depth to the seasonal high water table, flooding, and ponding may restrict the period when excavations can be made. Slope influences the ease of using machinery. Soil texture, depth to the water table, and linear extensibility (shrink-swell potential) influence the resistance to sloughing.

- Somewhat Limited: 96.9%
- Very Limited: 3.1%

Soil Features:

Depth to Any Soil Restrictive Layer: A restrictive layer is a nearly continuous layer that has one or more physical, chemical, or thermal properties that significantly impedes the movement of water and air through the soil or that restricts roots or otherwise provides an unfavorable root environment.

- >200 cm: 99%
- 74 cm: 1%

Frost Action: Potential for frost action is the likelihood of upward or lateral expansion of the soil caused by the formation of segregated ice lenses (frost heave) and the subsequent collapse of the soil and loss of strength on thawing. Frost action occurs when moisture moves into the freezing zone of the soil. Temperature, texture, density, saturated hydraulic conductivity (Ksat), content of organic matter, and depth to the water table are the most important factors considered in evaluating the potential for frost action. It is assumed that the soil is not insulated by vegetation or snow and is not artificially drained. Frost heave and low soil strength during thawing cause damage to pavements and other rigid structures. The potential of frost action is expressed as low, moderate, or high.

- Moderate: 97.9%
- High: 2.1%

Risk of Corrosion - Steel: Risk of corrosion pertains to potential soil-induced electrochemical or chemical action that corrodes or weakens uncoated steel. The rate of corrosion of uncoated steel is related to such factors as soil moisture, particle-size distribution, acidity and electrical conductivity of the soil. Special site examination and design may be needed if the combination of factors results in a severe hazard of corrosion. The steel in installations that intersect soil boundaries or soil layers is more susceptible to corrosion than the steel in installations that are entirely within one kind of soil or within one soil layer. The risk of corrosion is expressed as low, moderate, or high.

- Low: 1.3%
- High: 98.7%

Risk of Corrosion – Concrete: Risk of corrosion pertains to potential soil-induced electrochemical or chemical action that corrodes or weakens concrete. The rate of corrosion of concrete is based mainly on the sulfate and sodium content, texture, moisture content, and acidity of the soil. Special site examination and design may be needed if the combination of factors results in a severe hazard of corrosion. The concrete in installations that intersect soil boundaries or soil layers is more susceptible to corrosion than the concrete in installations that are entirely within one kind of soil or within one soil layer. The risk of corrosion is expressed as low, moderate, or high.

- Moderate: 94%
- Low: 6%

Soil Suitability to Compaction: Soils are rated based on their susceptibility to compaction from the operation of ground-based equipment for planting, harvesting, and site preparation activities when soils are moist. Soil compaction is the process in which soil particles are pressed together more closely than in the original state. Typically, the soil must be moist to be compacted because the mineral grains must slide together. Compaction reduces the abundance mostly of large pores in the soil by damaging the structure of the soil. Compaction also increases the soil strength which can limit root penetration and growth. The ability of soil to hold water is adversely affected by compaction since the large pores hold water. The degree of compaction of a soil is measured by its bulk density, which is the mass per unit volume, generally expressed in grams per cubic centimeter.

Interpretation ratings are based on soil properties in the upper 12 inches of the profile. Factors considered are soil texture, soil organic matter content, soil structure, rock fragment content, and the existing bulk density. Definitions of the ratings: Low - The potential for compaction is insignificant. This soil is able to support standard equipment with minimal compaction. Medium - The potential for compaction is significant. High - The potential for compaction is significant.

- Low Resistance: 92.5%
- Moderate Resistance: 7.5%

Local Roads and Streets: Local roads and streets have an all-weather surface and carry automobile and light truck traffic all year. They have a subgrade of cut or fill soil material; a base of gravel, crushed rock, or soil material stabilized by lime or cement; and a surface of flexible material (asphalt), rigid material (concrete), or gravel with a binder. The ratings are based on the soil properties that affect the ease of excavation and grading and the traffic-supporting capacity. The properties that affect the ease of excavation and grading are depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, depth to a water table, ponding, flooding, the amount of large stones, and slope. The properties that affect the traffic-supporting capacity are soil strength (as inferred from the AASHTO group index number), subsidence, linear extensibility (shrink-swell potential), the potential for frost action, depth to a water table, and ponding. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified use. "Not limited" indicates that the soil has features that are very favorable for the specified use. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified use. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use.

- Somewhat Limited: 97.9%
- Very Limited: 2.1%

Erosion Hazard – Road/Trail: The ratings in this interpretation indicate the hazard of soil loss from unsurfaced roads and trails. The ratings are based on soil erosion factor K, slope, and content of rock fragments. The ratings are both verbal and numerical. The hazard is described as "slight," "moderate," or "severe." A rating of "slight" indicates that little or no erosion is likely; "moderate" indicates that some erosion is likely, that the roads or trails may require occasional maintenance, and that simple erosion-control measures are needed; and "severe" indicates that significant erosion is expected, that the roads or trails require frequent maintenance, and that costly erosion-control measures are needed.

- Slight: 99%
- Moderate: 1%

Water Features:

Hydrologic Soil Group: Based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms. The soils are assigned to four groups (A, B, C and D). Group A soils have high infiltration rates. Group B soils have a moderate infiltration rate when thoroughly wet. Group C soils have a slow infiltration rate when thoroughly wet. Group D soils have a very slow infiltration rate (high runoff potential) when thoroughly wet. If a soil is assigned to a dual hydrologic group (A/D B/D or C/D) the first letter is for drained areas and the second is for undrained area

- B: 96.9%
- B/D: 3.1%

Depth to Water Table- a saturated zone in the soil. It occurs during specified months. Estimates of the upper limit are based mainly on observations of the water table at selected sites and on evidence of a saturated zone, namely grayish colors (redoximorphic features) in the soil. A saturated zone that lasts for less than a month is not considered a water table.

- 15 cm: 0.8%
- 46 cm: 2.3%
- >200 cm: 96.9%

Ponding- Ponding is standing water in a closed depression. The water is removed only by deep percolation, transpiration, or evaporation or by a combination of these processes. Ponding frequency classes are based on the number of times that ponding occurs over a given period. Frequency is expressed as none, rare, occasional, and frequent.

- None: 99.2%
- Frequent: 0.8%

Flooding- the temporary inundation of an area caused by overflowing streams or by runoff from adjacent slopes

- None: 100%

Drainage Class: The frequency and duration of wet periods under conditions similar to those under which the soil formed. Seven classes of natural soil drainage are recognized-excessively drained, somewhat excessively drained, well drained, moderately well drained, somewhat poorly drained, poorly drained, and very poorly drained.

- Well Drained: 96.9%
- Somewhat poorly Drained: 2.3%
- Poorly Drained: 0.8%

Watershed Impacts: The northwest portion of the PIQ is located in the Kishwaukee River watershed. The PIQ is in the upper end of each watershed, and do not have any off-site contributory flow going through the area. Increased stormwater runoff from the site, and soil that erodes from the site, can degrade the water quality of the watershed and the downstream environment.

Biological Resources: The IL Department of Natural Resources Natural Resources Awareness Tool for applicators and other GIS maps in the office indicate twelve sensitive resources in the vicinity of the project. For a more detailed investigation, an EcoCAT Informational Request or Local Government Consultation Request report should be done.

Floodplain Review: FEMA's National Flood Hazard Layer shows there are no floodplains within the boundary of the proposed project area. There is a floodplain southwest of PIQ.

National Wetlands Inventory: According to the US Fish and Wildlife Service National Wetlands Inventory, there are no mapped wetlands within proposed project area.

Cultural Resource Review: There appears to have been a structure on the southwest edge of the proposed project, based on the Plats of 1886 and 1905.

Geologic Information: This site has the Galena bedrock formation, which is predicted to be within 100 to 300 feet below the land surface.

Boone County SWCD Comments NRI REPORT #1686

Erosion Concerns

The proposed land use of this site may lead to construction of commercial buildings in the future. It is currently zoned as farmland. Soil disturbance will occur as a result of developing the site, which is moderately sloping and susceptible to erosion. If the area of disturbance will be greater than one acre, an IEPA NPDES permit will be required; as well as any City/County Permit requirements.

Soil disturbance can create soil erosion which must be properly managed to prevent adverse environmental impacts. Erosion from construction sites is a leading cause of water quality problems in Illinois. Problems caused by this sediment include:

- increased flooding – Sediment build-up lowers the flow capacity of channels causing more frequent flooding in areas that rarely or never flooded before
- Financial burden to taxpayers - Sediment that finds its way into streets, storm sewers, and ditches result in additional maintenance costs for local, state and federal governments
- Water quality impairment - Sediment laden runoff transfers nutrients and other pollutants to downstream lakes and rivers degrading aquatic habitats and increasing costs for water treatment.

Simple but effective controls include preserving existing trees and grass where possible, using silt fence to trap sediment on the down slope sides of the area of disturbance, using a gravel drive used by all vehicles to limit tracking of mud onto streets, cleaning up sediment carried off-site by vehicles or storms, installing curb inlet controls, using downspout extenders to prevent roof runoff from eroding exposed soil, locating soil piles away from any roads or waterways, and reseeded or sodding the site as soon as possible. The materials (silt fence, stakes, gravel entrance, inlet controls, and grass seed) are easy to find and relatively inexpensive.

The Illinois Urban Manual is a resource of practices used throughout the State and can be accessed at <http://www.aiswcd.org/iium/>. The concept of these practices can be carried over to good housekeeping measures after development occurs and buildings are occupied to prevent stormwater runoff from becoming contaminated.

Surface and Groundwater Contamination from Heavy Equipment and Vehicle Traffic

There will be several vehicles moving on and stored on the site. Most of these vehicles are heavy duty pieces of equipment, with high capacity fuel tanks and large hydraulic oil reservoirs. Due to bedrock being at or near the soil surface, absorbents should be readily available in the event of a spill or leak to promptly contain hazards that would otherwise be environmentally harmful to groundwater recharge areas. Personnel should be properly trained to contain and clean up any spills. They should periodically check for indications of leaks or spills under or around vehicles and fix issues to prevent further contamination.

Properly label, store and dispose of all fluids and other hazardous chemicals to avoid environmental contamination. Keep storage containers off the ground to avoid stormwater contamination. Any fuel storage areas should be properly located away from high traffic areas; and have secondary containment.

Prevent stormwater from washing contaminants off the site in the event of a storm. Contaminants on impermeable surfaces (concrete, asphalt, rooftops, etc.) will wash off with rain and will eventually

make its way into drainage ways which go directly to natural surface water areas (ditch, creek, river, etc.) without treatment. Avoid washing impermeable surfaces off with a hose, but rather use a broom and dispose of waste versus having contaminants wash off the site.

Rusty Patch Bumble Bee

The U.S. Fish and Wildlife Service listed the rusty patched bumble bee as endangered under the Endangered Species Act. Endangered species are animals and plants that are in danger of becoming extinct. The rusty patch bumble bee is a pollinator that lives in prairies and grasslands which are one of the last species to go into hibernation. They need areas that provide nectar and pollen from flowers, nesting sites (underground), and overwintering sites for hibernating queens (undisturbed soil).

The U.S. Fish and Wildlife Service has indicated that there is potential Rusty Patch Bumble Bee habitat in the Northern portion of the property. If possible, this area should be preserved or enhanced with pollinator plantings.

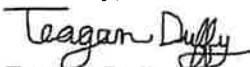
Woodland Information

The Boone County Soil and Water Conservation District encourages preserving as much of the wooded character of this site as possible. Long-term preservation of the trees will require taking certain precautions during and after construction. The ground around each tree to be saved should be flagged or fenced off. Also, it should be protected from heavy machinery. This area should be at least as wide as the area covered by the spread of the tree branches. Soil compaction around the roots of the trees can permanently interfere with the uptake of oxygen, nutrients, and water. This may cause the premature death of the trees. The placement of fill material around the trunks of trees can have the same adverse effects. Other construction practices to avoid near the trees are: cutting and filling, raising the soil level, and removing neighboring trees. Contractors and construction crews should be informed of all tree preservation efforts.

****Any acreage discrepancies are due to the acres included with Right of Ways****

Thank you for taking the SWCD's concerns under consideration. If you have any questions or comments about this report or its findings, please contact the Boone County Soil and Water Conservation District at (815) 544-3465 ext. 3

Sincerely,



Teagan Duffy
Resource Conservationist

MEMO

DATE: April 13, 2022

TO: Mayor and Members of the City Council

FROM: City of Belvidere Planning and Zoning Commission

SUBJECT: Recommendation for Case 2022-09; Project Kelly Industrial, NE Irene Road and Grant Highway

REQUEST AND LOCATION:

The applicant, Scannell Properties #554 LLC, 8801 River Crossing Boulevard, Indianapolis, IN 46240 is requesting a map amendment (rezoning) northeast of Irene Road and US Route 20, commonly known as 2424 US Route 20, Belvidere, IL 61008; 2444 US Route 20, Belvidere, IL 61008 and 2612 US Route 20, Belvidere, IL 61008 from RH, Rural Holding District (pending annexation) to HI, Heavy Industrial District, pursuant to the Belvidere Zoning Ordinance Section 150.903 Amendment to Official Zoning Map. The subject property is approximately 163 acres and is in row crop production (PIN:s 05-33-300-004; 05-33-300-005; 05-33-100-006; 05-33-300-001; 05-33-300-002 and Part of PIN: 05-32-400-005).

RECOMMENDATION:

The Planning and Zoning Commission recommended the approval of case number 2022-09, Project Kelly Industrial, NE Irene Road and Grant Highway; the motion passed with a (5-0) roll call vote.

Paul Engelman, Chairman
Belvidere Planning and Zoning Commission

ORDINANCE #579H

**AN ORDINANCE GRANTING A ZONING DISTRICT CHANGE
FROM RH, RURAL HOLDING DISTRICT
TO HI, HEAVY INDUSTRIAL DISTRICT
(NE Irene Road and Grant Highway)**

WHEREAS, a written application has been made by the applicant, Scannell Properties #554 LLC, 8801 River Crossing Boulevard, Indianapolis, IN 46240 to obtain a zoning district change from RH, Rural Holding District to HI, Heavy Industrial District pursuant to applicable provisions of the Zoning Ordinance (Chapter 150 of the Belvidere Municipal Code) of the City of Belvidere, Illinois; and,

WHEREAS, the application for a zoning district change was published in a newspaper of general circulation that is distributed within the City of Belvidere in accordance to Illinois State Statutes; and,

WHEREAS, after due notice the Planning and Zoning Commission held a public hearing on April 12, 2022 to consider the zoning map amendment and has transmitted its findings of fact and recommendation on the matter to the City Council; and,

WHEREAS, the City Council has considered the Planning and Zoning Commission's findings of fact and recommendation.

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

Section 1. The zoning for the following property legally described as:

Lot 1 and Lot 2 of the proposed Kelly Farms Subdivision (available for review at the Community Development Department, 401 Whitney Boulevard, Suite 300, Belvidere, IL 61008 during regular business hours). PIN:s 05-33-300-004; 05-33-300-005; 05-33-100-006; 05-33-300-001; 05-33-300-002 and Part of PIN: 05-32-400-005.

is changed and amended from RH, Rural Holding District to the HI, Heavy Industrial District; the Belvidere Official Zoning Map shall be modified to reflect this zoning amendment.

A location map identifying the subject property is herein attached and made a part of this Ordinance (attachment A).

Section 2. This Ordinance shall be in full force and effect from and after its passage, approval and publication in the pamphlet form as provided by law.

PASSED by the City Council of the City of Belvidere this _____ day of _____ 2022.

APPROVED by the Mayor of the City of Belvidere this _____ day of _____ 2022.

Clinton Morris, Mayor

ATTEST:

Sarah Turnipseed, City Clerk

Ayes: _____

Nays: _____

Absent: _____

City Council Members Voting Aye:

City Council Members Voting Nay:

Date Published:

Sponsor: _____

ATTACHMENT A



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 6, 2022

ADVISORY REPORT

CASE NO: 2022-10 APPLICANT: Kelly Farms (Commercial), NE Corner Irene Rd & Grant Hwy

REQUEST AND LOCATION:

The applicant, Scannell Properties #554 LLC, 8801 River Crossing Boulevard, Indianapolis, IN 46240 is requesting a map amendment (rezoning) northeast of Irene Road and US Route 20, Belvidere, IL 61008 from RH, Rural Holding District (pending annexation) to GB, General Business District, pursuant to the Belvidere Zoning Ordinance Section 150.903 Amendment to Official Zoning Map. The subject property is approximately 8 acres and is in row crop production (Part of PIN: 05-32-400-005).

BACKGROUND:

The applicant is in the process of purchasing the property and has petitioned for annexation into the City of Belvidere. According to the City of Belvidere Zoning Ordinance, all property annexed into the City is zoned RH, Rural Holding District until properly rezoned by ordinance. In conjunction with the petition of annexation for the subject property, the applicant has petitioned for a rezoning of approximately 163 acres to heavy industrial, approximately 8 acres to general business, a preliminary plat of subdivision for the entire property and a final plat of subdivision for the entire property. Upon subdivision and development of the property, Irene Road will be realigned to better accommodate truck traffic. This realignment will create an approximately 8-acre lot west of the new Irene Road. Industrial users oftentimes want lots larger than 10 acres, therefore, the applicant is requesting to rezone the property to commercial versus the larger acreage east of Irene Road that is being petitioned to industrial zoning.

Townhall Industrial Park which abuts the east side of the property was annexed into the City in 1998 and began development shortly afterwards. Morreim Drive will be extended westward into the subject property to provide a secondary means of access to the heavy industrial lots.

The Boone County Soil and Water Conservation District's NRI Report 1686 provided a unfavorable opinion of the change of zoning for the subject property due to a high land evaluation score. This is not uncommon due to the high quality of Boone County farmland. The Boone County Soil and Water Conservation District notes that if there is future development, attention should be paid to soil compaction and erosion, groundwater and habitat providing native landscaping.

FINDINGS OF FACT:

Per Section 150.903 (D) of the City of Belvidere Zoning Ordinance, the criteria for granting an Amendment of the Official Zoning Map are as follows:

A. Existing uses and intensities of property within the general area of the property in question.

Findings:

Subject property: Row Crop Production and Farmsteads

North: Railroad

South: Grant Highway

West: Row Crop Production

East: Townhall Industrial Park and Row Crop Production

Once Irene Road is realigned, it will bound the subject property to the north and east. Grant Highway is to the south and a farm field is to the west. Farther north and east are established industrial parks. South of Grant Highway is the I-90/Irene Road Interchange. The farm fields to the east between Irene Road and Townhall Industrial Park are anticipated to be developed with industrial uses.

B. The zoning classification of property within the general area of the property in question.

Findings:

Subject property: RH, Rural Holding District (pending annexation)

North: PI, Planned Industrial District and I1, Light Industrial District (County)

South: A-1, Agricultural Preservation Area District (County) and R-1, Single-family Residential District (County)

West: I1, Light Industrial District (County)

East: HI, Heavy Industrial District (pending rezoning) and I1, Light Industrial District (County)

The general business zoning allows for office, personal or professional services, indoor sales or service and indoor maintenance service land uses. Land uses that are more intense such as outdoor display, personal storage facilities, in-vehicle sales or service and vehicle repair and maintenance are permitted by special use approval.

Although the majority of the adjacent property is anticipated to be industrial development, due to the size of the parcel and its borders of roadway on three sides, commercial development is more appropriate. The commercial land uses would serve the employees of the nearby industrial park as well as those traveling along Grant Highway.

C. The suitability of the property in question for the uses permitted under the existing zoning classification.

Findings: The property is suitable for the existing zoning classification in its current state with the existing improvements located on the subject property.

The existing use on the subject property is suitable for the Rural Holding District. However, the size of the property, location of the property and nearby infrastructure lends itself to commercial development. By rezoning the subject property to a more appropriate district, when improvements are made, the site will be more compatible with the surrounding area.

- D. The trend of development, if any, in the general area of the property in question, including changes (such as the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), if any, that may have taken place since the day the property in question was placed in its present zoning classification and that make the property more appropriate for a different zoning district.**

The subject property was placed into the default Rural Holding District zoning classification upon approval of an annexation with the city, however, the anticipated improvements and land uses as noted in the annexation agreement are at a greater intensity than the "rural community character" the Rural Holding District encourages. Irene Road and Grant Highway bordering three sides of the property encourages the trend of commercial and industrial development in the area.

- E. Whether the proposed amendment is consistent with the plans and policies of the Comprehensive Plan adopted by the City**

Findings: The proposed rezoning is somewhat consistent with the plans and policies of the Comprehensive Plan adopted by the City.

The subject property is designated as a mix of "Planned Industrial" by the City of Belvidere Comprehensive Plan, adopted July 15, 1999. The Planned Industrial map category encourages high-quality indoor manufacturing, assembly and storage uses with generous landscaping and signage.

Due to the size of the property and the limited building envelope, the applicant wishes to rezone to general business instead of planned industrial. However, the two zoning districts permit many of the same land uses.

- F. Whether the proposed Official Zoning Map amendment furthers the purposes of the Zoning Ordinance and the applicable rules and regulations of the State of Illinois and the Federal Emergency Management Agency (FEMA).**

Findings: The proposed Official Zoning Map amendment will further the purposes of this Chapter and the applicable rules and regulations of the State of Illinois and the Federal Emergency Management Agency (FEMA).

The subject property is currently in row crop production in accord with Boone County regulations. The rezoning will help bring the property in line with the City of Belvidere's regulations. All future development will be required to adhere to all applicable codes and ordinances in addition to advised recommendations for development that may be provided by agencies at a later date.

- G. Whether a mistake was made in mapping on the Official Zoning Map or if an area is developing in a manner and purpose different from that for which it is mapped.**

Findings: Properties are automatically zoned Rural Holding District upon annexation. This zoning district acts as a holding place until the property can be properly rezoned to an industrial, commercial or residential district.

SUMMARY:

The planning staff believes that the proposed rezoning for the subject site is not more intense than the other developed uses or anticipated uses in the general area. The development of the subject property includes the realignment of Irene Road which will benefit neighboring properties as well.

The General Business District requirements will regulate lot coverage, landscaping and aesthetics of new construction. These regulations will lessen any negative impacts the rezoning may cause to the area.

RECOMMENDATION:

The Planning staff recommends the approval of case number 2022-10 to rezone approximately 8 acres between Irene Road, Grant Highway and Townhall Industrial Park from RH, Rural Holding District (pending annexation) To GB, General Business District.

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 whether the proposed map amendment furthers the purposes of the Zoning Ordinances 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 map amendment.

ATTACHMENTS

1. Location Map by Planning Staff.
2. Aerial photo by Planning Staff.
3. Zoning Maps by Planning Staff.
4. Narrative submitted by Applicant.
5. Subdivision Concept Plan
6. Letter from the Boone County Health Department, Amanda Mehl, March 21, 2022.
7. NRI Report 1686 opinion, executive summary and comments submitted by Teagan Duffy, Boone County Soil and Water Conservation District dated April 6, 2022.

IRENE RD

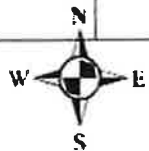
CASE 2022-10
Kelly Farms Commercial
MA

(GRANT HIGHWAY)

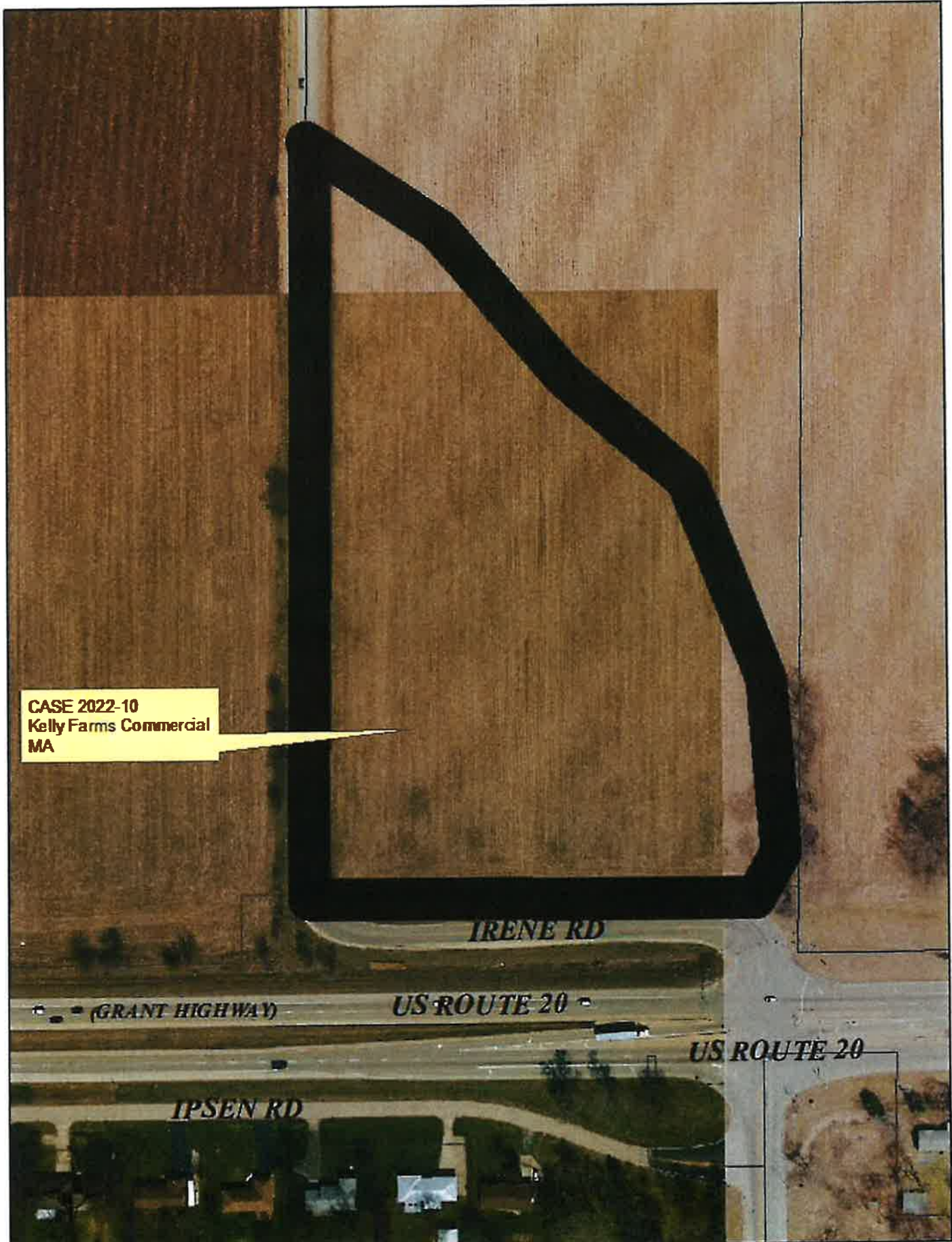
US ROUTE 20

IPSEN RD

US ROUTE 20



1 inch = 197 feet



CASE 2022-10
Kelly Farms Commercial
MA

IRENE RD

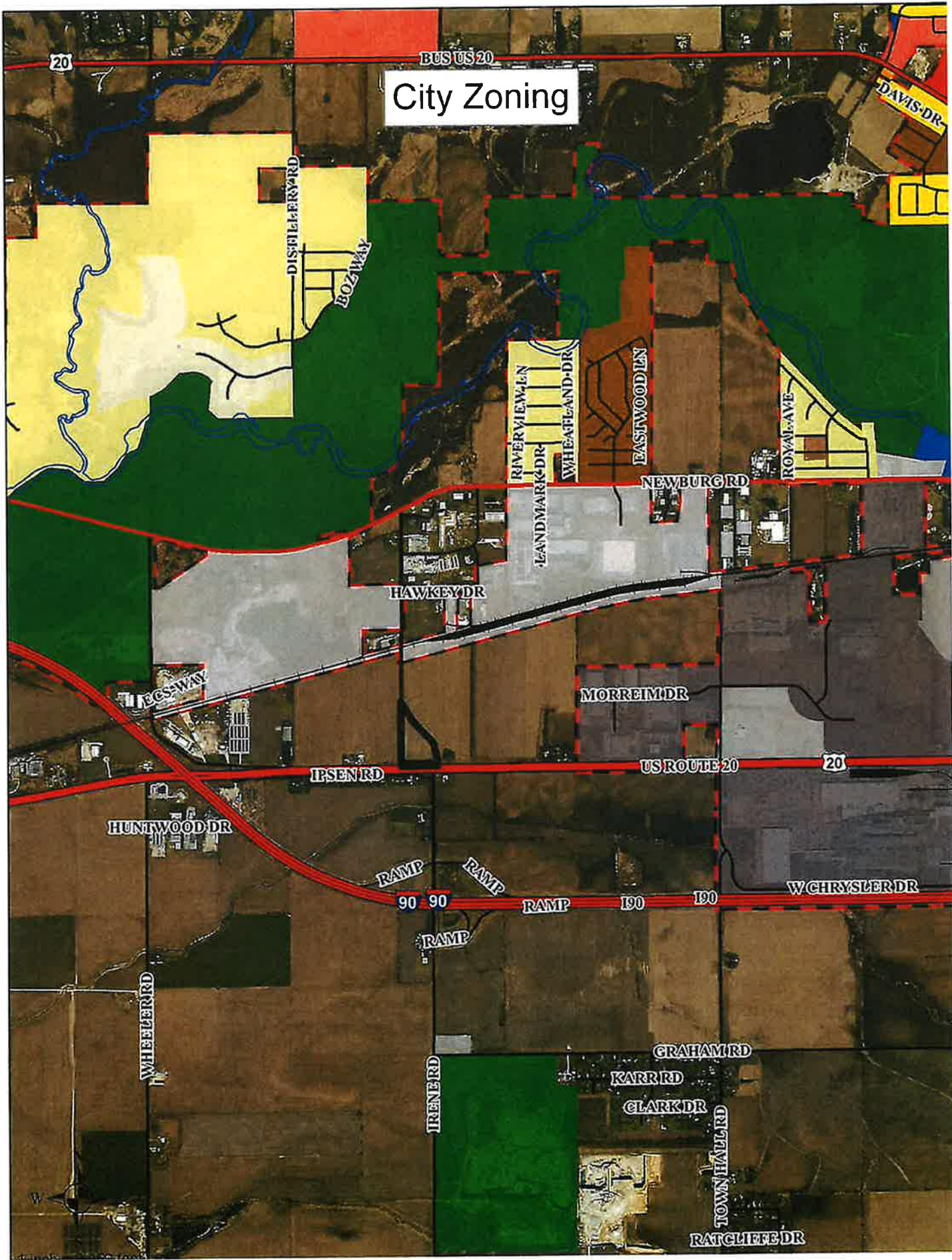
(GRANT HIGHWAY)

US ROUTE 20

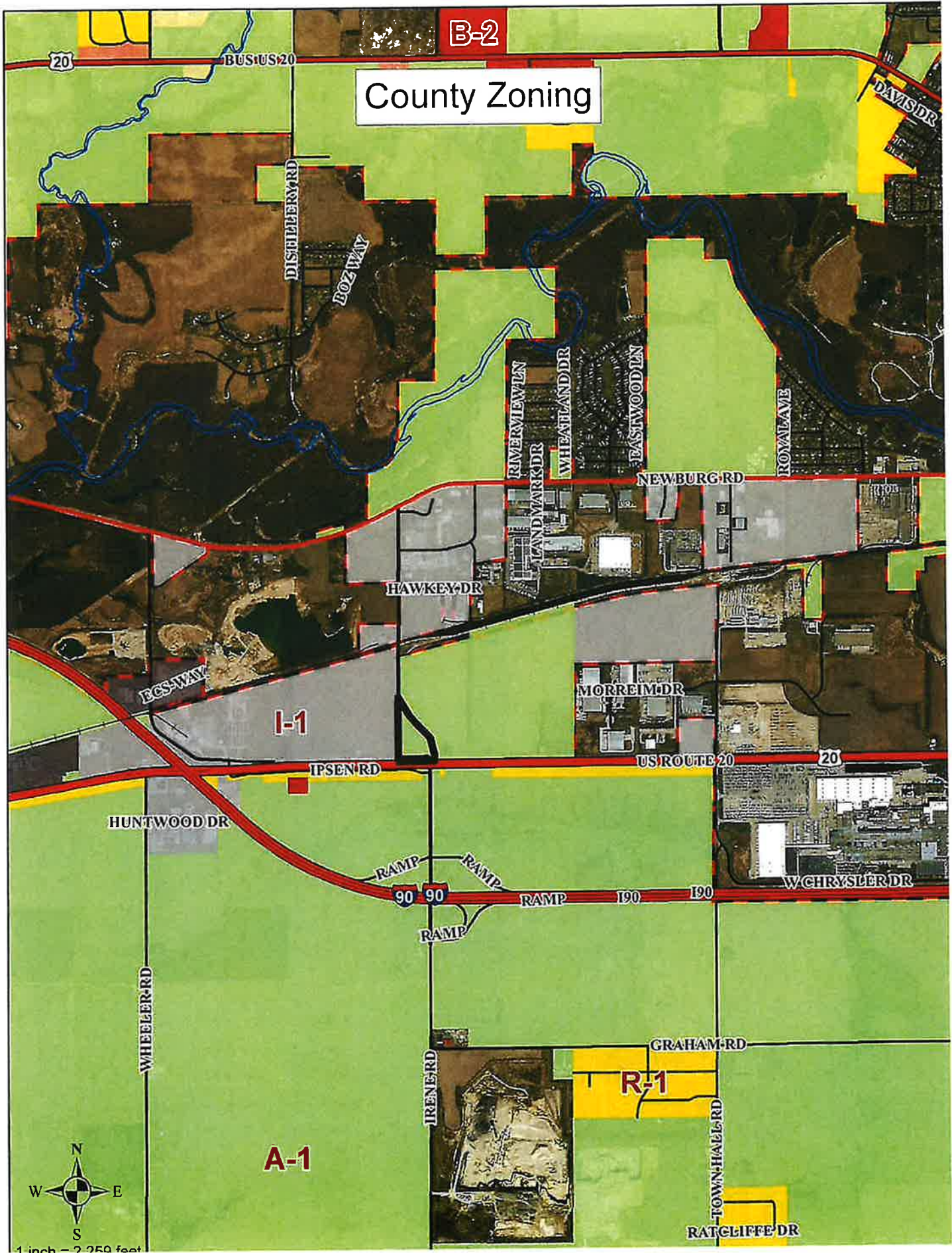
US ROUTE 20

IPSEN RD

City Zoning



County Zoning



STATEMENT OF THE PROJECT
SCANNELL PROPERTIES' ACQUISITION AND DEVELOPMENT
IN BELVIDERE, ILLINOIS

Generally: Scannell Properties #554, LLC, or its assigns, has a contract right to purchase about 175 acres of Property, which is east of Irene Road, south of the railroad tracks, and north of U.S. Route 20 (the "Property"), and shown on the attached map. Scannell intends to purchase the Property, annex it into the City, subdivide the Property into one commercial parcel (west of new Irene Road, the "Commercial Parcel"), two industrial parcels (east of new Irene Road being the "North Industrial Parcel" and the "South Industrial Parcel" as shown on the Subdivision Application), to dedicate an 80-foot wide strip of land to the City for the new right of way of Irene Road, and to extend water and sewer service to the west side of this Property, and north and south, along the new Irene Road right of way.

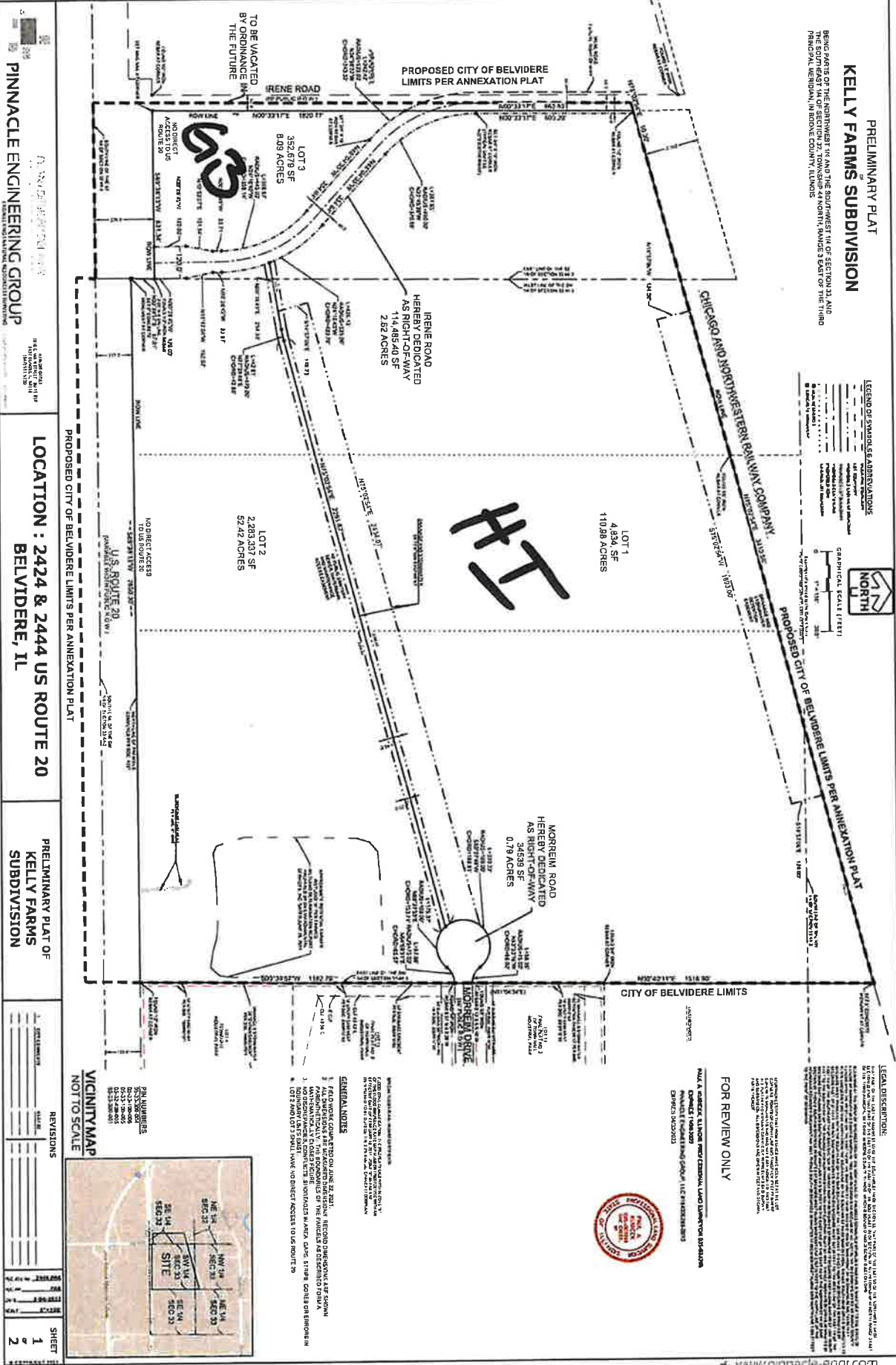
Building: Scannell proposes to build on the North Industrial Parcel a manufacturing/warehousing building with approximately 1.3 million square feet in the first phase of building, with the possibility of expanding that building in two additions of approximately 213,000 square feet each, for a total square footage of potentially 1.726 million square feet. The South Industrial Parcel and the Commercial Parcel would be held for other industrial and commercial users, but kept in agricultural use until a definite user is found. The South Industrial Parcel may eventually be split into two parcels.

Jobs: The North Industrial Parcel is proposed to be leased to General Mills, who will operate the warehouse and distribution center, or who will hire a logistics provider ("Logistics Provider") to operate the warehouse and distribution center. Because of the high-tech automated nature of the operation in the building, it is expected that, in addition to the approximately 500 to 750 construction jobs needed to build out this development, either General Mills or its Logistics Provider will employ at least 50, but up to 75 full time employees. More employees will undoubtedly be hired for the Commercial Parcel and the South Industrial Parcel, when they are built out.

Public Improvements: Scannell is dedicating to the City, as part of the subdivision plat, an 80-foot wide right of way for the realignment of Irene Road, in order to provide a smoother curve for traffic, especially for truck traffic, and a better intersection with Highway 20. All three lots will have their main access on new Irene Road. Scannell will also install and dedicate to the City, a cul-de-sac on Morreim Drive, for a truck turnaround, as shown in the site plan. If the South Industrial Parcel is divided in the future, it may also have an interior road on the South Industrial Parcel, to serve any divided lots. The City is agreeing to vacate those portions of current Irene Road, which will no longer be needed, after all the improvements for new Irene Road are installed and accepted. The City will likely construct new Irene Road, in the location shown on the Site Plan submitted to the City, with funding as identified in the Annexation Agreement, and on final plans and specifications and timing agreed to by the City and Scannell. Extension of City water and sewer to all parcels of the Property, will be made in the realigned Irene Road right of way, and in an easement from new Irene Road to Morreim Drive, in the locations approximately as shown on the preliminary subdivision plat submitted to the City. The Irene Road relocation and the water and sewer extension, are expected to be paid for either by grants or by Scannell. Scannell will also contribute to the cost of the eventual improvement of the Irene Road/Newburg Road intersection.

Funding. All of the buildings and improvements on the Property will be paid for by the developer, except that grants will be applied for, to defray the cost of the realignment of Irene Road, and, if available, for the extension of the City's water and sewer lines from Morreim Drive west to new Irene Road, and from there to US Highway 20 and to the north property boundary. This project, and the creation of these public improvements would not be possible but for certain fee waivers and property tax reimbursements from the City, from the County, and for the City's help in applying for grants and exemptions from other fees.

Process: Scannell intends to close on the purchase of the Property in early June, and is submitting formal applications in early March, so all of the approvals can be obtained before the Offer contingency date at the end of May.



**PRELIMINARY PLAT
KELLY FARMS
SUBDIVISION**

BEING PARTS OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 21, AND THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BELVIDERE COUNTY, ILLINOIS

LEGEND OF SYMBOLS AND ABBREVIATIONS
 --- ALL INFORMATION OF RECORD
 --- PROPOSED
 --- PREVIOUS RECORDS
 --- UNRECORDED EASEMENTS
 --- UNRECORDED EASEMENTS



GRAPHICAL SCALE (FEET)
 0 20 40 60 80 100 120 140 160 180 200

LEGAL DESCRIPTION:
 BEING PARTS OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 21, AND THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BELVIDERE COUNTY, ILLINOIS.

FOR REVIEW ONLY

MVA A LICENSED LAND SURVEYOR HAS REVIEWED THIS PLAT AND FOUND IT TO BE IN ACCORDANCE WITH THE ILLINOIS SURVEYING ACT AND THE ILLINOIS LAND SURVEYING BOARD'S REGULATIONS. THE LICENSED LAND SURVEYOR HAS NOT CONDUCTED A FIELD SURVEY OF THIS PLAT AND HAS NOT RECORDED THIS PLAT. THE LICENSED LAND SURVEYOR HAS NOT CONDUCTED A FIELD SURVEY OF THIS PLAT AND HAS NOT RECORDED THIS PLAT.

ALL A LICENSED LAND SURVEYOR HAS REVIEWED THIS PLAT AND FOUND IT TO BE IN ACCORDANCE WITH THE ILLINOIS SURVEYING ACT AND THE ILLINOIS LAND SURVEYING BOARD'S REGULATIONS. THE LICENSED LAND SURVEYOR HAS NOT CONDUCTED A FIELD SURVEY OF THIS PLAT AND HAS NOT RECORDED THIS PLAT.



GENERAL NOTES

- 1. FIELD WORK CONDUCTED ON JULY 26, 2011.
- 2. THIS PLAT IS SUBJECT TO ALL RECORD EASEMENTS AND EASEMENTS OF RECORD.
- 3. NO DISCREPANCIES OR CONFLICTS BETWEEN ANY RECORD RECORDS AND THIS PLAT.
- 4. LOT 2 AND LOT 3 SHALL HAVE NO DIRECT ACCESS TO US ROUTE 20.

**VICINITY MAP
NOT TO SCALE**





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 optimal wellness & protecting the public's health.

March 21, 2022

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

Email: gdelrose@ci.belvidere.il.us

Re: 2022-10 (RZ): Kelly Farms – General Business, Northeast of Irene Road and US Route 20

Dear City of Belvidere,

We are in receipt of a copy for a map amendment (rezoning) on approximately 8 acres northeast of Irene Road and US Route 20, Belvidere, IL 61008 from RH, Rural Holding District (pending annexation) to GB, General Business District pursuant to the Belvidere Zoning Ordinance Section 150.903 Amendment to Official Zoning Map. Part of PIN: 05-32-400-005.

The applicant would need to complete and submit a plan review for the well and/or septic, to the Boone County Health Department. This review will ensure plan meets well and/or septic setbacks. There is a \$75.00 fee for the plan review. When it is approved, the approval will be submitted to the City of Belvidere Community Development Department.

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

Sincerely,

Amanda Mehl
Public Health Administrator
Boone County Health Department

AT

Opinion of the Boone County SWCD Board

Scannell Properties has submitted a request for a Natural Resource Information Report as part of an application for a zoning change from rural holding to heavy industrial. This parcel involves approximately 174.91 acres, located in sections 32 and 33 of township 44N in range 3E. The parcel identification numbers are 05-33-300-004, 05-33-100-006, 05-33-100-005, 05-32-400-005, and 05-33-300-001.

The Boone County Soil & Water Conservation District Board has a

- Favorable
- Unfavorable
- Other: _____

opinion of the proposed land use change. The Board concerns are stated below. More detailed information is presented throughout the various sections of this document.

Signature of Board Chairmny

William Hall on 4-6-2022

Board Concerns:

This parcel has a high LE score of 82.7, a flat topography ideal for farming, and is easily accessible by farm equipment. Over ninety-five percent of the area of interest has been determined to be prime farmland. All of these factors make it ideal land for farming. After development it will be difficult to convert this land to farmland in the future, leading to loss of a natural resource.

EXECUTIVE SUMMARY TEMPLATE NRI REPORT 1686

The Boone County Soil and Water Conservation District (SWCD) has completed this Natural Resource Information (NRI) Report 1686 in response to a request for a change in zoning from rural holding to heavy industrial. The project involves approximately 174.91 acres, located at PINs 05-33-300-004, 05-33-100-006, 05-33-100-005, 05-32-400-005, and 05-33-300-001. The site is located in the Southwest corner of section 33 in Belvidere township of Boone County, Illinois.

The surrounding land use is to the north, east, and west is industrial, and south is agricultural. The property is located between U.S. Route 20 and Irene road.

The purpose of the Natural Resources Information Report is to serve as a tool for determining appropriate land uses and the effect of particular land uses on the integrity of the natural resources present on or in the vicinity of the parcel.

According to the USDA Natural Resources Conservation Service Boone County Soil Survey, the site has the following soils:

Soil Type	Name	# of Acres	% of Total Acres	Land Evaluation
197A	Troxel silt loam, 0 to 2 percent slopes	2.3	1.3	100
290B	Warsaw loam, 2 to 4 percent slopes	1.7	1	75
379A	Dakota loam, 0 to 2 percent slopes	159.9	91.7	75
440A	Jasper silt loam, 0 to 2 percent slopes	5.0	2.9	93
528A	Lahoguess loam, 0 to 2 percent slopes	4.1	2.3	93
529A	Selmass loam, 0 to 2 percent slopes	1.3	.8	93

Land Evaluation - Land Evaluation encompasses information regarding soils found on the site and their suitability for agricultural purposes. For purposes of the Land Evaluation portion of the LESA system, each soil is assigned a relative value number from 0 to 100, a 0 being the worst for crop production, 100 the best.

Land Evaluation Score: 82.7

Farmland Classification: Prime agricultural soils are an important resource to Winnebago County. Some of the most productive soils in the United States occur locally. Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops.

- All areas are prime farmland: 99.2%
- Prime farmland if drained: 0.8%

Hydric Soils: Hydric soils by definition have seasonal high water at or near the soil surface and/or have potential flooding or ponding problems. All hydric soils range from poorly suited to unsuitable for building.

- Hydric Inclusions: 0.8%
- Not Hydric: 99.2%

Limitations for Septic Systems: The factors considered are the characteristics and qualities of the soil that affect the limitations for absorbing waste from domestic sewage disposal systems. The major features considered are soil permeability, percolation rate, groundwater level, depth to bedrock, flooding hazards, and slope.

- Slight: 2.9%
- Restricted: 92.7%
- Severe: 3.6%
- V. Severe: .8%

Erosion and Sediment Control: Erosion is the wearing away of the soil by water, wind, and other forces. Soil erosion threatens the Nation's soil productivity and contributes the most pollutants in our waterways. Water causes about two thirds of erosion on agricultural land. Four properties, mainly, determine a soil's erodibility: Texture, Slope, Structure and Organic Matter Content.

- Moderate: 99%
- Slight: 1%

Dwelling With Basements – Dwellings are single-family houses of three stories or less. For dwellings with basements, the foundation is assumed to consist of spread footings of reinforced concrete built on undisturbed soil at a depth of about 7 feet. The ratings for dwellings are based on the soil properties that affect the capacity of the soil to support a load without movement and on the properties that affect excavation and construction costs. The properties that affect the load-supporting capacity include depth to a water table, ponding, flooding, subsidence, linear extensibility (shrink-swell potential), and compressibility. Compressibility is inferred from the Unified classification of the soil. The properties that affect the ease and amount of excavation include depth to a water table, ponding, flooding, slope, depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, and the amount and size of rock fragments.

- Not Limited: 95.6%
- Somewhat Limited: 1.3%
- Very Limited: 3.1%

Small Commercial Buildings - Small commercial buildings are structures that are less than three stories high and do not have basements. The foundation is assumed to consist of spread footings of reinforced concrete built on undisturbed soil at a depth of 2 feet or at the depth of maximum frost penetration, whichever is deeper. The ratings are based on the soil properties that affect the capacity of the soil to support a load without movement and on the properties that affect excavation and construction costs. The properties that affect the load-supporting capacity include depth to a water table, ponding, flooding, subsidence, linear extensibility (shrink-swell potential), and compressibility (which is inferred from the Unified classification of the soil). The properties that affect the ease and amount of excavation include flooding, depth to a water table, ponding, slope, depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, and the amount and size of rock fragments.

- Not Limited: 1.0%
- Somewhat Limited: 98.2%
- Very Limited: .8%

Shallow Excavation: Shallow excavations are trenches or holes dug to a maximum depth of 5 or 6 feet for graves, utility lines, open ditches, or other purposes. The ratings are based on the soil properties that influence the ease of digging and the resistance to sloughing. Depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, the amount of large stones, and dense layers influence the ease of digging, filling, and compacting. Depth to the seasonal high water table, flooding, and ponding may restrict the period when excavations can be made. Slope influences the ease of using machinery. Soil texture, depth to the water table, and linear extensibility (shrink-swell potential) influence the resistance to sloughing.

- Somewhat Limited: 96.9%
- Very Limited: 3.1%

Soil Features:

Depth to Any Soil Restrictive Layer: A restrictive layer is a nearly continuous layer that has one or more physical, chemical, or thermal properties that significantly impedes the movement of water and air through the soil or that restricts roots or otherwise provides an unfavorable root environment.

- >200 cm: 99%
- 74 cm: 1%

Frost Action: Potential for frost action is the likelihood of upward or lateral expansion of the soil caused by the formation of segregated ice lenses (frost heave) and the subsequent collapse of the soil and loss of strength on thawing. Frost action occurs when moisture moves into the freezing zone of the soil. Temperature, texture, density, saturated hydraulic conductivity (Ksat), content of organic matter, and depth to the water table are the most important factors considered in evaluating the potential for frost action. It is assumed that the soil is not insulated by vegetation or snow and is not artificially drained. Frost heave and low soil strength during thawing cause damage to pavements and other rigid structures. The potential of frost action is expressed as low, moderate, or high.

- Moderate: 97.9%
- High: 2.1%

Risk of Corrosion - Steel: Risk of corrosion pertains to potential soil-induced electrochemical or chemical action that corrodes or weakens uncoated steel. The rate of corrosion of uncoated steel is related to such factors as soil moisture, particle-size distribution, acidity and electrical conductivity of the soil. Special site examination and design may be needed if the combination of factors results in a severe hazard of corrosion. The steel in installations that intersect soil boundaries or soil layers is more susceptible to corrosion than the steel in installations that are entirely within one kind of soil or within one soil layer. The risk of corrosion is expressed as low, moderate, or high.

- Low: 1.3%
- High: 98.7%

Risk of Corrosion – Concrete: Risk of corrosion pertains to potential soil-induced electrochemical or chemical action that corrodes or weakens concrete. The rate of corrosion of concrete is based mainly on the sulfate and sodium content, texture, moisture content, and acidity of the soil. Special site examination and design may be needed if the combination of factors results in a severe hazard of corrosion. The concrete in installations that intersect soil boundaries or soil layers is more susceptible to corrosion than the concrete in installations that are entirely within one kind of soil or within one soil layer. . The risk of corrosion is expressed as low, moderate, or high.

- Moderate: 94%
- Low: 6%

Soil Suitability to Compaction: Soils are rated based on their susceptibility to compaction from the operation of ground-based equipment for planting, harvesting, and site preparation activities when soils are moist. Soil compaction is the process in which soil particles are pressed together more closely than in the original state. Typically, the soil must be moist to be compacted because the mineral grains must slide together. Compaction reduces the abundance mostly of large pores in the soil by damaging the structure of the soil. Compaction also increases the soil strength which can limit root penetration and growth. The ability of soil to hold water is adversely affected by compaction since the large pores hold water. The degree of compaction of a soil is measured by its bulk density, which is the mass per unit volume, generally expressed in grams per cubic centimeter.

Interpretation ratings are based on soil properties in the upper 12 inches of the profile. Factors considered are soil texture, soil organic matter content, soil structure, rock fragment content, and the existing bulk density. Definitions of the ratings: Low - The potential for compaction is insignificant. This soil is able to support standard equipment with minimal compaction. Medium - The potential for compaction is significant. High - The potential for compaction is significant.

- Low Resistance: 92.5%
- Moderate Resistance: 7.5%

Local Roads and Streets: Local roads and streets have an all-weather surface and carry automobile and light truck traffic all year. They have a subgrade of cut or fill soil material; a base of gravel, crushed rock, or soil material stabilized by lime or cement; and a surface of flexible material (asphalt), rigid material (concrete), or gravel with a binder. The ratings are based on the soil properties that affect the ease of excavation and grading and the traffic-supporting capacity. The properties that affect the ease of excavation and grading are depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, depth to a water table, ponding, flooding, the amount of large stones, and slope. The properties that affect the traffic-supporting capacity are soil strength (as inferred from the AASHTO group index number), subsidence, linear extensibility (shrink-swell potential), the potential for frost action, depth to a water table, and ponding. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified use. "Not limited" indicates that the soil has features that are very favorable for the specified use. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified use. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use.

- Somewhat Limited: 97.9%
- Very Limited: 2.1%

Erosion Hazard – Road/Trail: The ratings in this interpretation indicate the hazard of soil loss from unsurfaced roads and trails. The ratings are based on soil erosion factor K, slope, and content of rock fragments. The ratings are both verbal and numerical. The hazard is described as "slight," "moderate," or "severe." A rating of "slight" indicates that little or no erosion is likely; "moderate" indicates that some erosion is likely, that the roads or trails may require occasional maintenance, and that simple erosion-control measures are needed; and "severe" indicates that significant erosion is expected, that the roads or trails require frequent maintenance, and that costly erosion-control measures are needed.

- Slight: 99%
- Moderate: 1%

Water Features:

Hydrologic Soil Group: Based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms. The soils are assigned to four groups (A, B, C and D). Group A soils have high infiltration rates. Group B soils have a moderate infiltration rate when thoroughly wet. Group C soils have a slow infiltration rate when thoroughly wet. Group D soils have a very slow infiltration rate (high runoff potential) when thoroughly wet. If a soil is assigned to a dual hydrologic group (A/D B/D or C/D) the first letter is for drained areas and the second is for undrained area

- B: 96.9%
- B/D: 3.1%

Depth to Water Table- a saturated zone in the soil. It occurs during specified months. Estimates of the upper limit are based mainly on observations of the water table at selected sites and on evidence of a saturated zone, namely grayish colors (redoximorphic features) in the soil. A saturated zone that lasts for less than a month is not considered a water table.

- 15 cm: 0.8%
- 46 cm: 2.3%
- >200 cm: 96.9%

Ponding- Ponding is standing water in a closed depression. The water is removed only by deep percolation, transpiration, or evaporation or by a combination of these processes. Ponding frequency classes are based on the number of times that ponding occurs over a given period. Frequency is expressed as none, rare, occasional, and frequent.

- None: 99.2%
- Frequent: 0.8%

Flooding- the temporary inundation of an area caused by overflowing streams or by runoff from adjacent slopes

- None: 100%

Drainage Class: The frequency and duration of wet periods under conditions similar to those under which the soil formed. Seven classes of natural soil drainage are recognized-excessively drained, somewhat excessively drained, well drained, moderately well drained, somewhat poorly drained, poorly drained, and very poorly drained.

- Well Drained: 96.9%
- Somewhat poorly Drained: 2.3%
- Poorly Drained: 0.8%

Watershed Impacts: The northwest portion of the PIQ is located in the Kishwaukee River watershed. The PIQ is in the upper end of each watershed, and do not have any off-site contributory flow going through the area. Increased stormwater runoff from the site, and soil that erodes from the site, can degrade the water quality of the watershed and the downstream environment.

Biological Resources: The IL Department of Natural Resources Natural Resources Awareness Tool for applicators and other GIS maps in the office indicate twelve sensitive resources in the vicinity of the project. For a more detailed investigation, an EcoCAT Informational Request or Local Government Consultation Request report should be done.

Floodplain Review: FEMA's National Flood Hazard Layer shows there are no floodplains within the boundary of the proposed project area. There is a floodplain southwest of PIQ.

National Wetlands Inventory: According to the US Fish and Wildlife Service National Wetlands Inventory, there are no mapped wetlands within proposed project area.

Cultural Resource Review: There appears to have been a structure on the southwest edge of the proposed project, based on the Plats of 1886 and 1905.

Geologic Information: This site has the Galena bedrock formation, which is predicted to be within 100 to 300 feet below the land surface.

Boone County SWCD Comments NRI REPORT #1686

Erosion Concerns

The proposed land use of this site may lead to construction of commercial buildings in the future. It is currently zoned as farmland. Soil disturbance will occur as a result of developing the site, which is moderately sloping and susceptible to erosion. If the area of disturbance will be greater than one acre, an IEPA NPDES permit will be required; as well as any City/County Permit requirements.

Soil disturbance can create soil erosion which must be properly managed to prevent adverse environmental impacts. Erosion from construction sites is a leading cause of water quality problems in Illinois. Problems caused by this sediment include:

- increased flooding – Sediment build-up lowers the flow capacity of channels causing more frequent flooding in areas that rarely or never flooded before
- Financial burden to taxpayers - Sediment that finds its way into streets, storm sewers, and ditches result in additional maintenance costs for local, state and federal governments
- Water quality impairment - Sediment laden runoff transfers nutrients and other pollutants to downstream lakes and rivers degrading aquatic habitats and increasing costs for water treatment.

Simple but effective controls include preserving existing trees and grass where possible, using silt fence to trap sediment on the down slope sides of the area of disturbance, using a gravel drive used by all vehicles to limit tracking of mud onto streets, cleaning up sediment carried off-site by vehicles or storms, installing curb inlet controls, using downspout extenders to prevent roof runoff from eroding exposed soil, locating soil piles away from any roads or waterways, and reseeding or sodding the site as soon as possible. The materials (silt fence, stakes, gravel entrance, inlet controls, and grass seed) are easy to find and relatively inexpensive.

The Illinois Urban Manual is a resource of practices used throughout the State and can be accessed at <http://www.aiswcd.org/iум/>. The concept of these practices can be carried over to good housekeeping measures after development occurs and buildings are occupied to prevent stormwater runoff from becoming contaminated.

Surface and Groundwater Contamination from Heavy Equipment and Vehicle Traffic

There will be several vehicles moving on and stored on the site. Most of these vehicles are heavy duty pieces of equipment, with high capacity fuel tanks and large hydraulic oil reservoirs. Due to bedrock being at or near the soil surface, absorbents should be readily available in the event of a spill or leak to promptly contain hazards that would otherwise be environmentally harmful to groundwater recharge areas. Personnel should be properly trained to contain and clean up any spills. They should periodically check for indications of leaks or spills under or around vehicles and fix issues to prevent further contamination.

Properly label, store and dispose of all fluids and other hazardous chemicals to avoid environmental contamination. Keep storage containers off the ground to avoid stormwater contamination. Any fuel storage areas should be properly located away from high traffic areas; and have secondary containment.

Prevent stormwater from washing contaminants off the site in the event of a storm. Contaminants on impermeable surfaces (concrete, asphalt, rooftops, etc.) will wash off with rain and will eventually

make its way into drainage ways which go directly to natural surface water areas (ditch, creek, river, etc.) without treatment. Avoid washing impermeable surfaces off with a hose, but rather use a broom and dispose of waste versus having contaminants wash off the site.

Rusty Patch Bumble Bee

The U.S. Fish and Wildlife Service listed the rusty patched bumble bee as endangered under the Endangered Species Act. Endangered species are animals and plants that are in danger of becoming extinct. The rusty patch bumble bee is a pollinator that lives in prairies and grasslands which are one of the last species to go into hibernation. They need areas that provide nectar and pollen from flowers, nesting sites (underground), and overwintering sites for hibernating queens (undisturbed soil).

The U.S. Fish and Wildlife Service has indicated that there is potential Rusty Patch Bumble Bee habitat in the Northern portion of the property. If possible, this area should be preserved or enhanced with pollinator plantings.

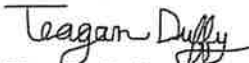
Woodland Information

The Boone County Soil and Water Conservation District encourages preserving as much of the wooded character of this site as possible. Long-term preservation of the trees will require taking certain precautions during and after construction. The ground around each tree to be saved should be flagged or fenced off. Also, it should be protected from heavy machinery. This area should be at least as wide as the area covered by the spread of the tree branches. Soil compaction around the roots of the trees can permanently interfere with the uptake of oxygen, nutrients, and water. This may cause the premature death of the trees. The placement of fill material around the trunks of trees can have the same adverse effects. Other construction practices to avoid near the trees are: cutting and filling, raising the soil level, and removing neighboring trees. Contractors and construction crews should be informed of all tree preservation efforts.

****Any acreage discrepancies are due to the acres included with Right of Ways****

Thank you for taking the SWCD's concerns under consideration. If you have any questions or comments about this report or its findings, please contact the Boone County Soil and Water Conservation District at (815) 544-3465 ext. 3

Sincerely,



Teagan Duffy

Resource Conservationist

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 5, 2022

Nancy Haggerty
790 N. Water Street, Ste 2500
Milwaukee, WI 53202

Re: Meetings for map amendment request, Kelly Farms Subdivision Commercial

Ms. Haggerty,

This letter is to inform you of the meetings regarding your map amendment request to rezone the property at the NE Corner of Irene Road and Grant Highway from RH, Rural Holding District to GB, General Business District.

This case will be heard at the following meetings (all meeting are held in the City Council Chambers, 401 Whitney Boulevard):

Planning and Zoning Commission:	April 12, 2022	@ 6:00 PM
First City Council Reading	April 18, 2022	@ 7:00 PM
Second City Council Reading	May 2, 2022	@ 7:00 PM

You or an authorized representative shall plan to attend the meetings to respond to questions that may be asked by the commissioners/city council members. Enclosed is a copy of the Planning Department's staff advisory report. **Please return the posted zoning request notification sign to the April 12, 2022 meeting.** If you have any questions about the above information, please call (815) 547-7177.

The staff would also like to remind you that the \$73.30 for the cost of certified mailing has not been paid. The total cost of the certified mailings shall be paid prior to the April 12, 2022 meeting or your request will not be heard.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gina DelRose".

Gina DelRose
Community Development Planner

Enc.

CC: Scannell Properties #554, LLC

MEMO

DATE: April 13, 2022

TO: Mayor and Members of the City Council

FROM: City of Belvidere Planning and Zoning Commission

SUBJECT: Recommendation for Case 2022-10; Project Kelly Commercial, NE Irene Road and Grant Highway

REQUEST AND LOCATION:

The applicant, Scannell Properties #554 LLC, 8801 River Crossing Boulevard, Indianapolis, IN 46240 is requesting a map amendment (rezoning) northeast of Irene Road and US Route 20, Belvidere, IL 61008 from RH, Rural Holding District (pending annexation) to GB, General Business District, pursuant to the Belvidere Zoning Ordinance Section 150.903 Amendment to Official Zoning Map. The subject property is approximately 8 acres and is in row crop production (Part of PIN: 05-32-400-005).

RECOMMENDATION:

The Planning and Zoning Commission recommended the approval of case number 2022-10, Project Kelly Commercial, NE Irene Road and Grant Highway; the motion passed with a (5-0) roll call vote.

Paul Engelman, Chairman
Belvidere Planning and Zoning Commission

ORDINANCE #580H

**AN ORDINANCE GRANTING A ZONING DISTRICT CHANGE
FROM RH, RURAL HOLDING DISTRICT
TO GB, GENERAL BUSINESS DISTRICT
(NE Irene Road and Grant Highway)**

WHEREAS, a written application has been made by the applicant, Scannell Properties #554 LLC, 8801 River Crossing Boulevard, Indianapolis, IN 46240 to obtain a zoning district change from RH, Rural Holding District to GB, General Business District pursuant to applicable provisions of the Zoning Ordinance (Chapter 150 of the Belvidere Municipal Code) of the City of Belvidere, Illinois; and,

WHEREAS, the application for a zoning district change was published in a newspaper of general circulation that is distributed within the City of Belvidere in accordance to Illinois State Statutes; and,

WHEREAS, after due notice the Planning and Zoning Commission held a public hearing on April 12, 2022 to consider the zoning map amendment and has transmitted its findings of fact and recommendation on the matter to the City Council; and,

WHEREAS, the City Council has considered the Planning and Zoning Commission's findings of fact and recommendation.

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

Section 1. The zoning for the following property legally described as:

Lot 3 of the proposed Kelly Farms Subdivision (available for review at the Community Development Department, 401 Whitney Boulevard, Suite 300, Belvidere, IL 61008 during regular business hours). Part of PIN: 05-32-400-005.

is changed and amended from RH, Rural Holding District to the GB, General Business District; the Belvidere Official Zoning Map shall be modified to reflect this zoning amendment.

A location map identifying the subject property is herein attached and made a part of this Ordinance (attachment A).

Section 2. This Ordinance shall be in full force and effect from and after its passage, approval and publication in the pamphlet form as provided by law.

PASSED by the City Council of the City of Belvidere this _____ day of _____ 2022.

APPROVED by the Mayor of the City of Belvidere this _____ day of _____ 2022.

Clinton Morris, Mayor

ATTEST:

Sarah Turnipseed, City Clerk

Ayes: _____ Nays: _____ Absent: _____

City Council Members Voting Aye:

City Council Members Voting Nay:

Date Published: _____ Sponsor: _____

ATTACHMENT A

