

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
AGENDA

May 2, 2022

Convened in the Council Chambers, 401 Whitney Blvd, Belvidere IL at 7:00 p.m.

(1) Roll Call:

(2) Pledge of Allegiance:
Invocation:

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

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of April 18, 2022; as presented.

(5) Public Hearing: Annexation Agreement – Annexing Certain Territory Lying North of US Route 20, East of Irene Road and South of the Union Pacific Rail Road.

(6) Special Messages and Proclamations:

(A) Appointment of Captain Shawn Schadle to Fire Chief.

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Minutes of Committee of the Whole – Public Safety, Finance & Personnel of April 25, 2022; as presented.

(9) Unfinished Business:

(A) Ord. #573H – 2nd Reading: An Ordinance Granting a Special Use to Allow In-Vehicle Sales or Service (Drive-Through) within the GB, General Business District (1554 North State Street*).

(B) Ord. #574H – 2nd Reading: An Ordinance Granting a Special Use to Allow a Planned Development within the PB, Planned Business District (2005 Gateway Center Drive).

(C) Ord. #575H – 2nd Reading: 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.

- (D) Ord. #576H – 2nd Reading: 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.
- (E) Ord. #577H – 2nd Reading: An Ordinance Approving a Preliminary Plat Titled Kelly Farms Subdivision.
- (F) Ord. #578H – 2nd Reading: An Ordinance Approving a Final Plat Titled Kelly Farms Subdivision.
- (G) Ord. #579H – 2nd Reading: An Ordinance Granting a Zoning District Change from RH, Rural Holding District to HI, Heavy Industrial District (NE Irene Road and Grant Highway).
- (H) Ord. #580H – 2nd Reading: An Ordinance Granting a Zoning District Change from RH, Rural Holding District to GB, General Business District (NE Irene Road and Grant Highway).

(10) New Business:

- (A) Ord.#581H – 1st Reading: An Ordinance Amending Section 10-79 Liquor Liability Insurance of the City of Belvidere Municipal Code.
- (B) Ord. #582H – 1st Reading: An Ordinance Amending Article VIII of Chapter 2 of the City of Belvidere Municipal Code to Add a New Section 2-701, Minor Purchasing Guidelines.

Motions forwarded from Committee of the Whole – Public Safety, Finance & Personnel of April 25, 2022.

Motion of Public Safety – Chairman Clayton Stevens:

- (A) Motion to approve signing of the contract for F.M. K9 as well as expenditures of \$7,000.00 for the purchase of a new canine from F.M. K9 and \$5,500.00 for K9 handler training from Cedar Creek Kennels LLC to be taken from the \$15,000.00 donation that was approved on March 7, 2022.
- (B) Motion to authorize Officer Sunsette Winsler to carry-over 103.5 hours of unused vacation time, from FY22 and use it in FY23.

Motions of Finance and Personnel – Chairman Ric Brereton:

- (C) Motion to accept \$15,000.00 in grant funds from the National League of Cities as part of its City Inclusive Entrepreneurship Program as a pass through to Growth Dimensions.

Motion of Planning and Zoning – Chairman Tom Porter:

- (D) Motion to consent to the appointment of Bradley R. Anderson to the planning and Zoning Commission filling the unexpired term ending April 30, 2026.

Motions of Public Works – Chairman Marsha Freeman:

- (E) Motion to approve the proposal from CES, Inc, in an amount not-to-exceed \$101,120.00 to complete the design engineering for the Irene Road Realignment Project. This work will be paid from the Capital Funds with reimbursement from grant funds.

- (F) Motion to approve the 2022 MFT Street Maintenance Program.

(11) Other:

- (A) Executive Session to discuss Collective Bargaining Matters pursuant to Section 2(c)(2) of the Open Meeting Act.

(12) Adjournment:

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
MINUTES

Date: April 18, 2022

Convened in the Belvidere Council Chambers, 401 Whitney Blvd, Belvidere Illinois
at 7:00 p.m.

Call to order by Mayor Morris.

(1) Roll Call: Present: Brereton, Fleury, Frank, Freeman, McGee, Porter, Prather and
Snow.

Absent: Mulhall and Stevens.

Other staff members in attendance:

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

(2) Pledge of Allegiance:

Invocation: Mayor Morris.

(3) Public Comment:

Karl Johnson, Boone County Chairman spoke as a proponent for
funding Growth Dimensions.

Mayor Morris reported on current Covid statistics from the Illinois
Department of Public Health.

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of
April 4, 2022; as presented.

Motion by Ald. Prather, 2nd by Ald. McGee to approve the minutes of the regular meeting
of the Belvidere City Council of April 4, 2022. Aye voice vote carried. Motion carried.

(5) Public Hearing: Annual Budget for 2022-2023 fiscal year.

Mayor Morris opened the public hearing at 7:10 p.m. and read the publication that
appeared in the Boone County Journal on April 7, 2022, and asked if there was anyone
here to address the public hearing, there being none the public hearing closed at 7:11 p.m.

Belvidere City Council
April 18, 2022

(6) Special Messages and Proclamations:

(A) Pam Lopez-Fettes – Growth Dimension.

Pam Lopez-Fettes, Executive Director of Growth Dimensions spoke on the importance of funding Growth Dimensions. Discussion took place.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$1,281,504.97
Water & Sewer Fund Expenditures: \$ 885,774.27

Motion by Ald. Snow, 2nd by Ald. Prather to approve the General & Special Fund Expenditures in the amount of \$1,281,504.97. Discussion took place. Roll Call Vote: 8/0 in favor. Ayes: Brereton, Fleury, Frank, Freeman, McGee, Porter, Prather and Snow. Nays: None. Motion carried.

Motion by Ald. Fleury, 2nd by Ald. McGee to approve the Water & Sewer Fund Expenditures in the amount of \$885,774.27. Roll Call Vote: 8/0 in favor. Ayes: Fleury, Frank, Freeman, McGee, Porter, Prather, Snow, and Brereton. Nays: None. Motion carried.

(8) Committee Reports and Minutes of City Officers:

- (A) Monthly Report of Belvidere Police Department Overtime Pay for March 2022.
- (B) Monthly Report of Belvidere Fire Department Overtime Pay for March 2022.
- (C) Monthly Report of Community Development Department/Planning Department for March 2022.
- (D) Monthly Report of Building Department Revenues, Residential Building Permits, Commercial Permits and Case Reports for March 2022.
- (E) Monthly General Fund Report for March 2022.
- (F) Monthly Water/Sewer Fund Report March 2022.
- (G) Monthly CD Investments for March 2022.
- (H) Minutes of Planning and Zoning Commission April 12, 2022.

Let the record show these reports were placed on file.

- (I) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of April 11, 2022.

Motion by Ald. Prather, 2nd by Ald. Snow to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of April 11, 2022. Aye voice vote carried. Motion carried.

(9) Unfinished Business:

Belvidere City Council
April 18, 2022

- (A) Ord.#572H – 2nd Reading: An Ordinance Budgeting for all corporate purposes for the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2022 and ending April 30, 2023.

Motion by Ald. Snow 2nd by Ald. Porter to pass Ordinance #572H. Discussion took place. Motion by Ald. Porter, 2nd by Ald. Snow to amend Exhibit B (Non-Union FY 23 Salary Schedule) adjusting the salary of the Police Chief from 5% above the Deputy Chiefs to 6% above the Deputy Chiefs. Roll Call Vote on motion to amend: 7/1 in favor. Ayes: Frank, McGee, Porter, Prather, Snow, Brereton and Fleury. Nays: Freeman. Motion to amend carried. Further discussion took place. Motion by Ald. Frank, 2nd by Ald. Brereton to amend line item 01-5-610-6840 (Economic Development) adjusting the funds allocated to Growth Dimensions from \$55,000 to \$35,000. Further discussion took place. Roll call vote of Motion to Amend: 2/6 in favor. Ayes: Brereton and Frank. Nays: Freeman, McGee, Porter, Prather, Snow and Fleury. Motion to amend lost. Motion by Ald. Freeman, 2nd by Ald. Frank to amend the Capital Schedule adding a note that the Patrol and Annex Remodel shall be paid for using impact fees. Discussion took place. Roll Call Vote on Motion to Amend. 5/4 in favor. Ayes: McGee, Porter, Brereton, Frank and Freeman. Nays: Prather, Snow, Fleury and Mayor Morris. Motion to amend lost. Roll call vote on original motion as amended. 6/2 in favor. Ayes: Porter, Prather, Snow, Fleury, Freeman and McGee. Nays: Brereton and Frank. Motion carried.

(10) New Business:

- (A) Ord. #573H – 1st Reading: An Ordinance Granting a Special Use to Allow In-Vehicle Sales or Service (Drive-Through) within the GB, General Business District (1554 North State Street*).
- (B) Ord. #574H – 1st Reading: An Ordinance Granting a Special Use to Allow a Planned Development within the PB, Planned Business District (2005 Gateway Center Drive).
- (C) Ord. #575H – 1st Reading: 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.
- (D) Ord. #576H – 1st Reading: 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.
- (E) Ord. #577H – 1st Reading: An Ordinance Approving a Preliminary Plat Titled Kelly Farms Subdivision.
- (F) Ord. #578H – 1st Reading: An Ordinance Approving a Final Plat Titled Kelly Farms Subdivision.

Belvidere City Council
April 18, 2022

- (G) Ord. #579H – 1st Reading: An Ordinance Granting a Zoning District Change from RH, Rural Holding District to HI, Heavy Industrial District (NE Irene Road and Grant Highway).
- (H) Ord. #580H – 1st Reading: An Ordinance Granting a Zoning District Change from RH, Rural Holding District to GB, General Business District (NE Irene Road and Grant Highway).

Let the record show that Ordinances #573H, #574H, #575H, #576H, #577H, 578H, #579H and #580H were placed on file for first reading.

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of April 11, 2022.

- (A) Motion to approve the request for a temporary use permit to hold the “Welcome to Spring 2022 Festival” on May 28th, 29th and 30th, 2022 in the parking lots of Fiesta Market and R.P. Lumber. Roll Call Vote: 8/0 in favor. Ayes: Prather, Snow, Brereton, Fleury, Frank, Freeman, McGee and Porter. Nays: None. Motion carried.
- (B) Motion to approve the proposal from CES, Inc. to complete the redesign of the of the Newburg #1 Lift Station in an amount not-to-exceed \$7,400.00. This work will be paid from Line Item #61-5-820-6190. Discussion took place. Roll Call Vote: 8/0 in favor. Ayes: Snow, Brereton, Fleury, Frank, Freeman, McGee, Porter and Prather. Nays: None. Motion carried.
- (C) Motion to approve the 2022 Outdoor Warning Siren System Annual Preventive Maintenance Agreement with Braniff Communications in the amount of \$5,760.00. Discussion took place. Roll Call Vote: 8/0 in favor. Ayes: Brereton, Fleury, Frank, Freeman, McGee, Porter, Prather and Snow. Nays: None. Motion carried.
- (D) Motion to approve the use of approximately \$600,000.00 of ARPA funds in FY 23 for the Southwest Tower Rehabilitation project and the use of approximately \$700,000.00 of ARPA funds in FY 23 for engineering fees and initial construction costs for the Primary Clarifier Upgrades. Roll Call Vote: 8/0 in favor. Ayes: Fleury, Frank, Freeman, McGee, Porter, Prather, Snow and Brereton. Nays: None. Motion carried.
- (E) Motion to accept a \$3,000.00 grant from Wal-Mart for the purchase of 2 new canine kennels and exercise equipment for the Belvidere Police Department. Discussion took place. Roll Call Vote: 6/2 in favor. Ayes: McGee, Porter, Prather, Snow, Brereton and Fleury. Nays: Frank and Freeman. Motion carried.
- (F) Motion to approve the proposal from TNT Painting in the amount of \$9,400.00 for painting Fire Station #1. Roll Call Vote: 8/0 in favor. Ayes:

Belvidere City Council
April 18, 2022

Freeman, McGee, Porter, Prather, Snow, Brereton, Fleury and Frank. Nays: None. Motion carried.

(G) Motion to approve the proposal from Barcol Door Company in the amount of \$4,373.00 for training room door at Station #1. Roll Call Vote: 8/0 in favor. Ayes: McGee, Porter, Prather, Snow, Brereton, Fleury, Frank and Freeman. Nays: None. Motion carried.

(H) Motion to approve the proposal from I. Spinello in the amount of \$5,447.50 for door locks at Station #1. Roll Call Vote: 8/0 in favor. Ayes: Porter, Prather, Snow, Brereton, Fleury, Frank, Freeman and McGee. Nays: None. Motion carried.

(I) Motion to approve the proposal from Rock River Service for 15 Motorola APX4000 radios not-to-exceed \$40,431.30 with monies coming from FY 22 Capital Funds in the amount of \$13,477.10 with the remainder coming from ARPA Funds. Discussion took place. Motion to amend by Ald. Freeman, 2nd by Ald. Frank to purchase only ten APX4000 radios with monies coming from FY22 Capital Funds in the amount of \$13,477.10 and \$13,477.10 from FY23 Capital Funds. Roll Call Vote on motion to amend: 6/2 in favor. Ayes: Prather, Brereton, Frank, Freeman, McGee and Porter, Nays: Snow and Fleury. Motion to amend carried. Roll Call Vote on Original Motion: 7/1 in favor. Ayes: Brereton, Fleury, Frank, Freeman, McGee, Porter and Prather. Nays: Snow. Motion carried.

(11) Adjournment:

Motion by Ald. Prather, 2nd by Ald. McGee to adjourn meeting at 8:36 p.m. Aye voice vote carried. Motion carried.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING
ON ANNEXATION AGREEMENT
BELVIDERE CITY COUNCIL
BELVIDERE, ILLINOIS

On, May 2, 2022 at 7:00 P.M., a public hearing will be held by the Mayor and City Council of the City of Belvidere, in the City Council Chambers, 401 Whitney Boulevard, Belvidere, Illinois, for the purpose of considering and hearing testimony as to an ordinance authorizing an Annexation Agreement relating to real property, generally located North of U.S. Route 20, east of Irene Road, west of Townhall Industrial Park, and south of the Union Pacific Rail Road and legally described as follows:

ANNEXATION LEGAL

The real estate is described as follows:

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

Legal 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 SOUTHWEST 1/4 OF SAID SECTION 33; 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 174.9 acres.

A. Together with all gaps, gores and spaces located within said West Parcel or East Parcel, and between them.

B. 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.

C. Together with all right, title and interest in and to any land north of this land and south of the railroad right of way

D. Together with all rights and appurtenances thereto.

The proposed Annexation Agreement is available for review in the City Clerk's office 401 Whitney Blvd. Belvidere Illinois.

By order of the Corporate Authorities of the City of Belvidere, Boone County, Illinois.

Dated: April 5, 2022 Sarah Turnipseed, City Clerk
Published in *The Boone County Journal* April 7, 2022

COUNTY OF BOONE
STATE OF ILLINOIS

CERTIFICATE OF PUBLICATION

David C. Larson being first duly sworn on his oath deposes and says that the BOONE COUNTY JOURNAL is a secular newspaper of general circulation published in the city of Belvidere, in the County of Boone and State of Illinois and printed elsewhere and that said newspaper has been so published and printed and of general circulation in said city and county for more than one year continuously last past.

Affiant further says that said newspaper is published by The Boone County Journal.

Affiant further says that he is empowered by said company, as proprietor, to make and execute Certificates of Publication as to and concerning notices and publications appearing or published in said newspaper required by law to be published or certified.

Affiant newspaper further says and certifies that the public notice in the matter of which the printed copy is attached to this certificate is true and correct copy, was duly published in ONE issue of said Boone County Journal beginning on April 7, 2022 in conformity to the statute in such case made.



David C. Larson, Publisher
The Boone County Journal

Dated April 7, 2022

Minutes
Committee of the Whole
Public Safety and Finance and Personnel
April 25, 2022
6:00 p.m.

Call to Order – Mayor Clinton Morris:

Aldermen Present:

M. Fleury, W. Frank, M. Freeman, M. McGee, N. Mulhall, S. Prather,
T. Porter, D. Snow and C. Stevens.

Alderman Absent: R. Brereton.

Other staff members in attendance:

Public Works Superintendent Danny Anderson, Fire Captain Shawn Schadle, Police Chief Shane Woody, Director of Buildings Kip Countryman, Budget and Finance Officer Shannon Hansen, City Attorney Mike Drella and City Clerk Sarah Turnipseed.

Public Comment: Maxwell Brooks spoke as a proponent for supporting Growth Dimensions.

Public Forum: None.

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.

2. Public Safety, New Business:

(A) Police Department – Update.

Police Chief Shane Woody presented an update.

(B) Police – Purchase of Police Canine and Training

Motion by Ald. Snow, 2nd by Ald. Stevens to approve signing of the contract for F.M. K9 as well as expenditures of \$7,000.00 for the purchase of a new canine from F.M. K9 and \$5,500.00 for K9 handler training from Cedar Creek Kennels LLC to be taken from the \$15,000.00 donation that was approved on March 7, 2022. Discussion took place. Aye voice vote carried. Motion carried.

(C) Police Department – Vacation Time Carry-Over.

Motion by Ald. Stevens, 2nd by Ald. Porter to authorize Officer Sunsette Winsler to carry-over 103.5 hours of unused vacation time, from FY22 and use it in FY23. Discussion took place. Aye voice vote carried. Motion carried.

(D) Fire Department – Update.

Fire Capitan Shawn Schadle presented an update.

3. Finance & Personnel, Unfinished Business: None.
4. Finance & Personnel, New Business:

(A) Finance Department – Update.

Budget and Finance Officer Shannon Hansen presented an update.

(B) National League of Cities Entrepreneurship Program Grant.

Executive Director of Growth Dimension Pam Lopez-Fettes spoke on the National League of Cities Grant. Motion by Ald. Snow, 2nd by Ald. Porter to accept \$15,000.00 in grant funds from the National League of Cities as part of its City Inclusive Entrepreneurship Program as a pass through to Growth Dimensions. Aye voice vote carried. Motion carried.

(C) Purchasing Guidelines.

Motion by Ald. Snow, 2nd by Ald. Stevens to approve an amendment to the City of Belvidere Municipal Code allowing each department head to expend up to \$2,500.00, for budgeted expenses only, without prior council approval and allow the Mayor to expend up to \$15,000.00 for budgeted items without prior council approval. Discussion took place. Aye voice vote carried. Motion carried.

5. Other:

(A) Appointment of Bradley R. Anderson to the Planning and Zoning Commission.

Motion by Ald. McGee, 2nd by Ald. Snow to consent to the appointment of Bradley R. Anderson to the planning and Zoning Commission filling the unexpired term ending April 30, 2026.

(B) Appointment of Shawn Schadle as Fire Chief.

By unanimous consent agenda item 5(B) was moved after agenda item 5(F).

(C) Public Works - Irene Road Realignment Project.

Motion by Ald. Prather, 2nd by Ald. Stevens to approve the proposal from CES, Inc, in an amount not-to-exceed \$101,120.00 to complete the design engineering for the Irene Road Realignment Project. This work will be paid from the Capital Funds with reimbursement from grant funds. Discussion took place. Aye voice vote carried. Motion carried.

(D) Public Works -2022 MFT Street Maintenance Program.

Motion by Ald. Fleury, 2nd by Ald. Prather to approve the 2022 MFT Street Maintenance Program. Discussion took place. Aye voice vote carried. Motion carried.

(E) Dram Shop Insurance.

Motion by Ald. Stevens, 2nd by Ald. McGee to amend Section 10-79 as set forth in attachment to Memo dated April 8, 2022, from City Attorney Michael Drella. Aye voice vote carried. Motion carried.

(F) Executive Session to discuss appointment, employment, compensation, discipline, performance or dismissal of a specific employee or official pursuant to 2(c)(1) and Collective Bargaining Matters pursuant to Section 2(c)(2) of the Open Meeting Act.

Motion by Ald. Porter, 2nd by Ald. Steven to move into executive session at 6:52p.m. to discuss the appointment, employment, compensation, discipline, performance or dismissal of a specific employee pursuant to (2)(c)(1) and Collective Bargaining Matters pursuant to Section 2(c)(2) of the Open Meetings Act. Roll Call Vote: 9/0 in favor. Ayes: Fleury, Frank, Freeman, McGee, Mulhall, Porter, Prather, Snow and Stevens. Nays: None. Motion carried.

Motion by Ald. Frank, 2nd by Ald. Fleury to move out of executive session at 7:30 p.m. Roll Call Vote: 9/0 in favor. Ayes: Frank, Freeman, McGee, Mulhall, Prather, Porter, Snow, Stevens and Fleury. Nays: None. Motion carried.

(G) Appointment of Shawn Schadle as Fire Chief.

Mayor Clinton Morris announced his appointment of Captain Shawn Schadle to the position of Fire Chief on May 16, 2022.

6. Adjournment:

Motion by Ald. Prather, 2nd by Ald. Stevens to adjourn meeting at 7:34p.m. Aye voice carried. Motion carried.

Committee of the Whole
April 25, 2022

_____ Mayor

Attest: _____ City Clerk

ORDINANCE NO. 573H

**AN ORDINANCE GRANTING A SPECIAL USE
TO ALLOW IN-VEHICLE SALES OR SERVICE
(DRIVE-THROUGH)
WITHIN THE GB, GENERAL BUSINESS DISTRICT
(1554 North State Street*)**

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

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

WHEREAS, The applicant, Nileshkumar Patel, 1678 Eden Place, Rockford, IL 61107 on behalf of the property owner, Edward Winter TR, 1409 Walts Way, Belvidere, IL 61008 is requesting a special use to permit in-vehicle sales or service (a drive-through lane) 1554 North State Street*; and

WHEREAS, after due notice by publication pursuant to the Illinois State Statutes, the City of Belvidere Planning and Zoning Commission held a public hearing on April 12, 2022 concerning the proposed Special Uses; 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 Special Use in the GB, General Business District for in-vehicle sales or service (drive-through) on the property depicted in Attachment A and legally described as:

PARCEL I

That part of the Southwest Quarter of Section 23, Township 44 North Range 3, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the West line of said Southwest Quarter with the center line of U.S. Route 320; thence South 58 degrees 00 minutes East, along said center line a distance of 990.0 feet for the place of beginning; thence continuing South 58 degrees 00 minutes East, along said center line, a distance of 71.47 feet; thence South 32 degrees 52 minutes West, a distance of 173.86 feet; thence North 58 degrees 00 minutes West, parallel with the center line of U.S. Route 20 a distance of 59.70 feet to a point that bears South 29 degrees 00 minutes West a distance of 174.07 feet from the place of beginning; thence North 29 degrees 00 minutes East, a distance of 174.07 feet to the place of beginning, being situated in Belvidere Township Boone County, Illinois. PIN:05-23-351-013

PARCEL II

That part of the Southwest Quarter of Section 23, Township 44 North , Range 3 East of the Third Principal Meridian described as follows: Commencing at the intersection of the West line of said Southwest Quarter with the center line of U.S. Route 20; thence South 58 degrees 00 minutes East along said center line, a distance of 1061.47 feet for the place of beginning; thence South 32 degrees 52 minutes West, a distance of 173.86 feet; thence North 58 degrees 00 minutes West, parallel with the center line of U.S. Route 20, a distance of 59.70 feet to a point that bears South 29 degrees 00 minutes West, a distance of 174.07 feet from said center line; thence South 29 degrees 00 minutes West a distance of 353.60 feet; thence South 57 degrees 50 minutes East, a distance of 171.88 feet to a point on a line that is 181.0 feet Northwesterly of and parallel with the Northwesterly line and said Northwesterly line extended Northeasterly of Appleton Meadows, being a Subdivision of part of said Section 23; thence North 32 degrees 29 minutes East, along said parallel line a distance of 324.4 feet; thence North 58 degrees 00 minutes West parallel with the center line of U.S. Route 20, a distance of 114.0 feet; thence North 32 degrees 52 minutes East, a distance of 203.06 feet to the center line of U.S. Route 20; thence North 58 degrees 00 minutes West, along said center line a distance of 20.0 feet to the place of beginning, being situated in Belvidere Township Boone County, Illinois. PIN: 05-23-351-007

PARCEL III

That part of the Southwest Quarter of Section 23, Township 44 North, Range 3, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the West line of said Southwest

Quarter with the center line of U.S. Route 20; thence South 58 degrees 00 minutes East, along said center line, a distance of 1081.47 feet for the place of beginning; thence continuing South 58 degrees 00 minutes East, along said center line, a distance of 112.66 feet to a point on a line that is 181.0 feet Northwesterly of (measured along said center line) and parallel with the Northwesterly line, extended Northeasterly, of Appleton Meadows, being a subdivision of part of said Section 23; thence South 32 degrees 29 minutes West along said parallel line, a distance of 203.04 feet; thence North 58 degrees 00 minutes West, parallel with the center line of U.S. Route 20, a distance of 114.0 feet; thence North 32 degrees 52 minutes East, a distance of 203.06 feet to the place of beginning. Being situated in Belvidere Township, Boone County, Illinois. PIN:05-23-351-008

is hereby approved, subject to the following conditions:

1. Substantial compliance with the submitted site plan. (Attachment B)
2. The owner shall provide storm water detention for the proposed development for any increase in the amount of impervious area over the existing condition.
3. A stamped site plan shall be submitted for review by the appropriate staff before building permits may be issued. This includes a revised lot layout, landscaping and a photometrics plan.
4. Upon redevelopment of the property, the new address shall be 1610 North State Street.
5. Compliance with all applicable codes and ordinances.

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 these Special Uses 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.

Clint Morris, Mayor

ATTEST:

Sarah Turnipseed, City Clerk

Ayes: ____ Nays: ____ Absent: ____

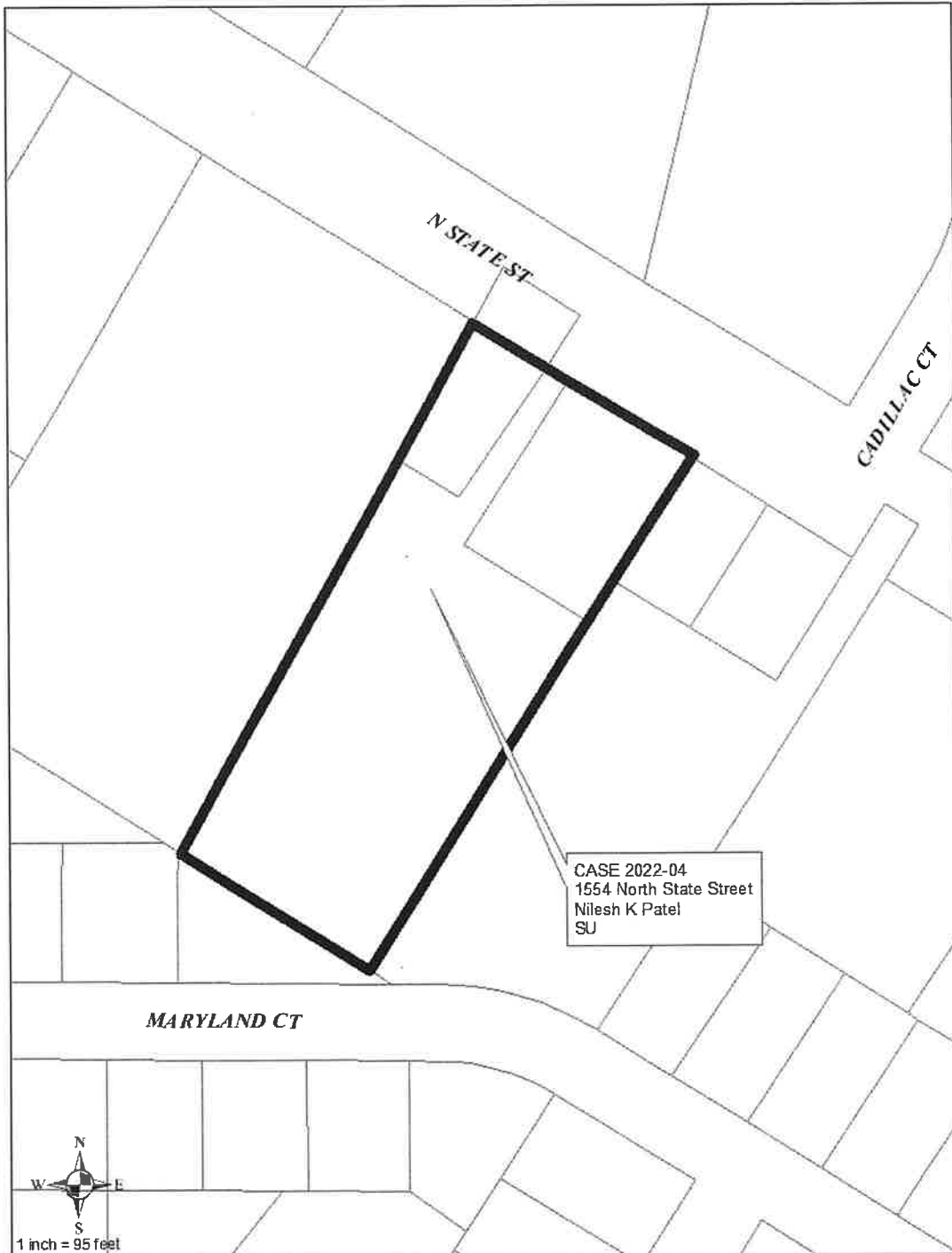
City Council Members Voting Aye: ____

City Council Members Voting Nay: ____

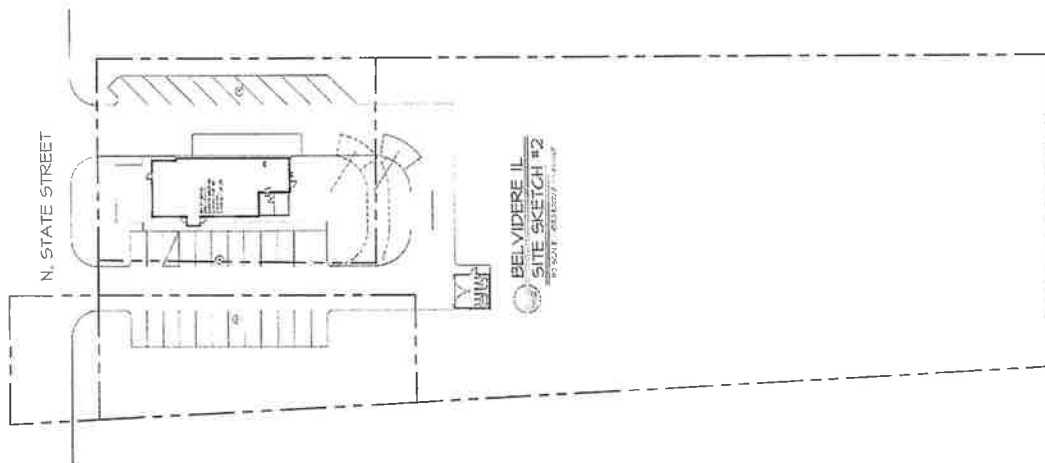
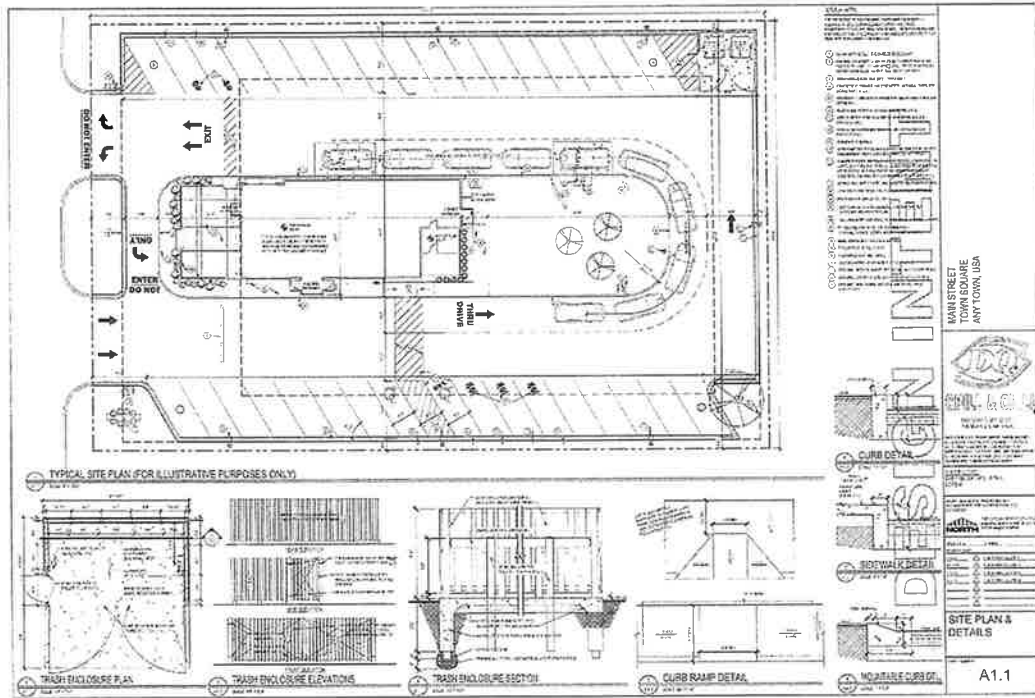
Date Published: _____

Sponsor: _____

ATTACHMENT A



ATTACHMENT B



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: ____

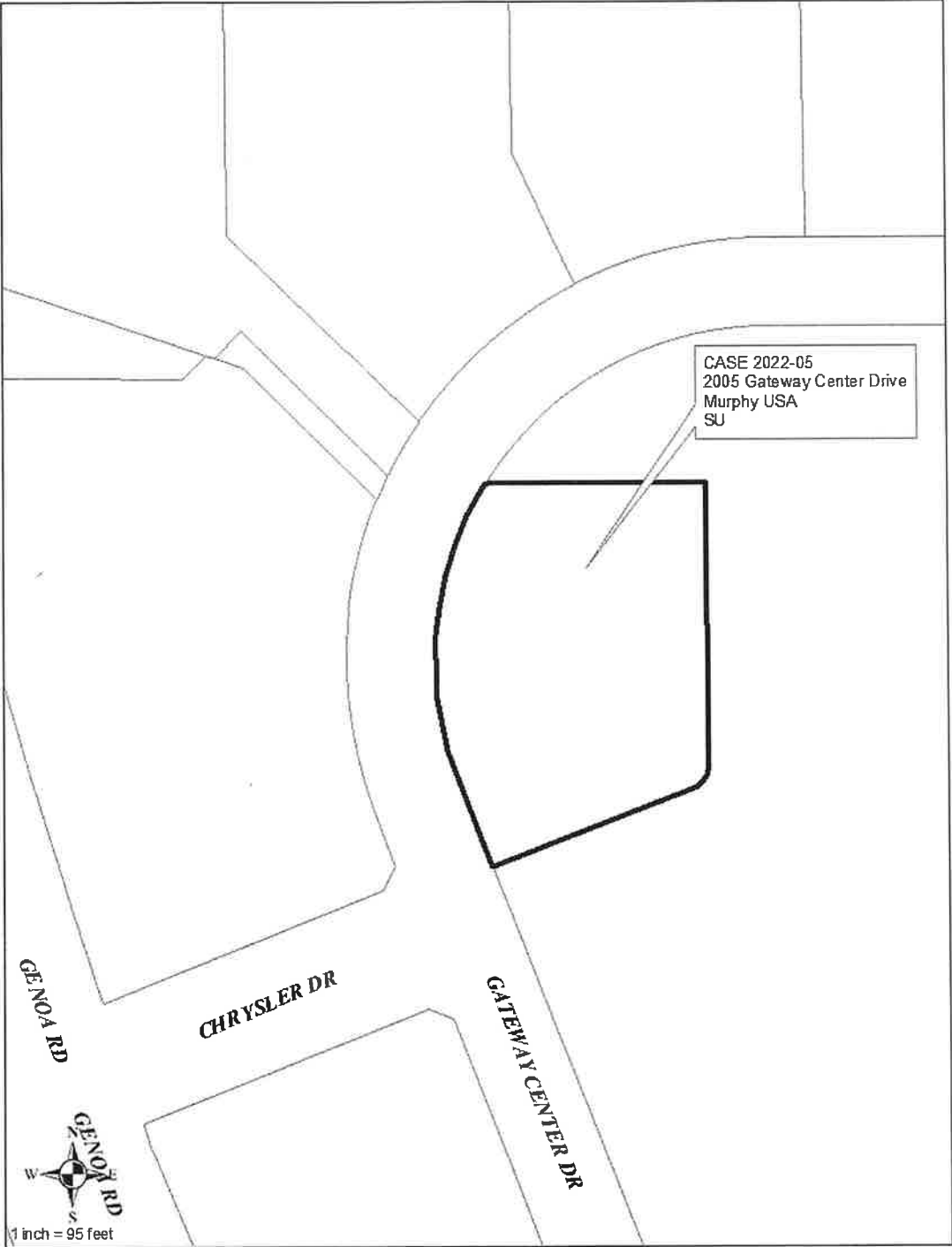
City Council Members Voting Aye: ____

City Council Members Voting Nay: ____

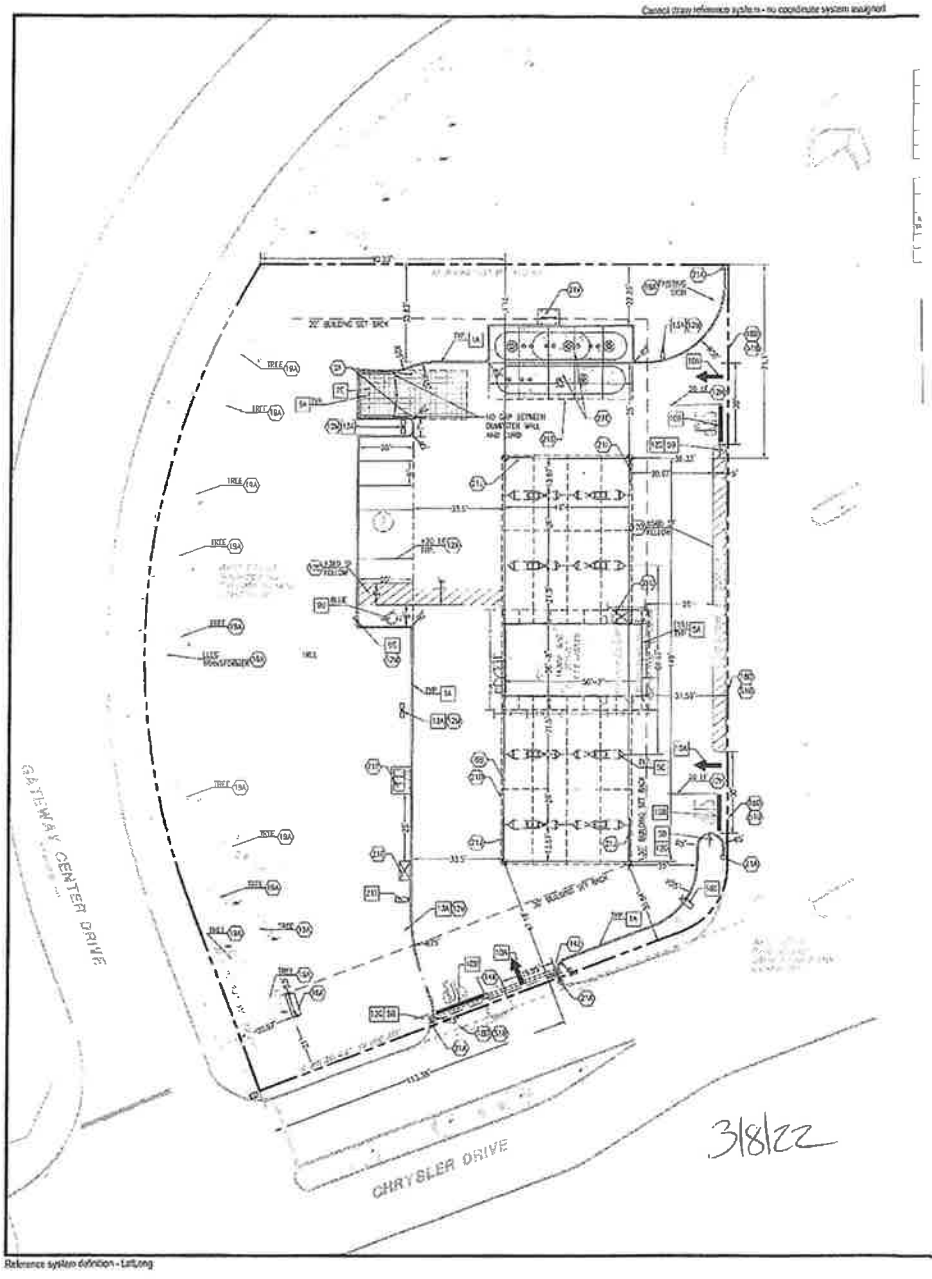
Date Published:

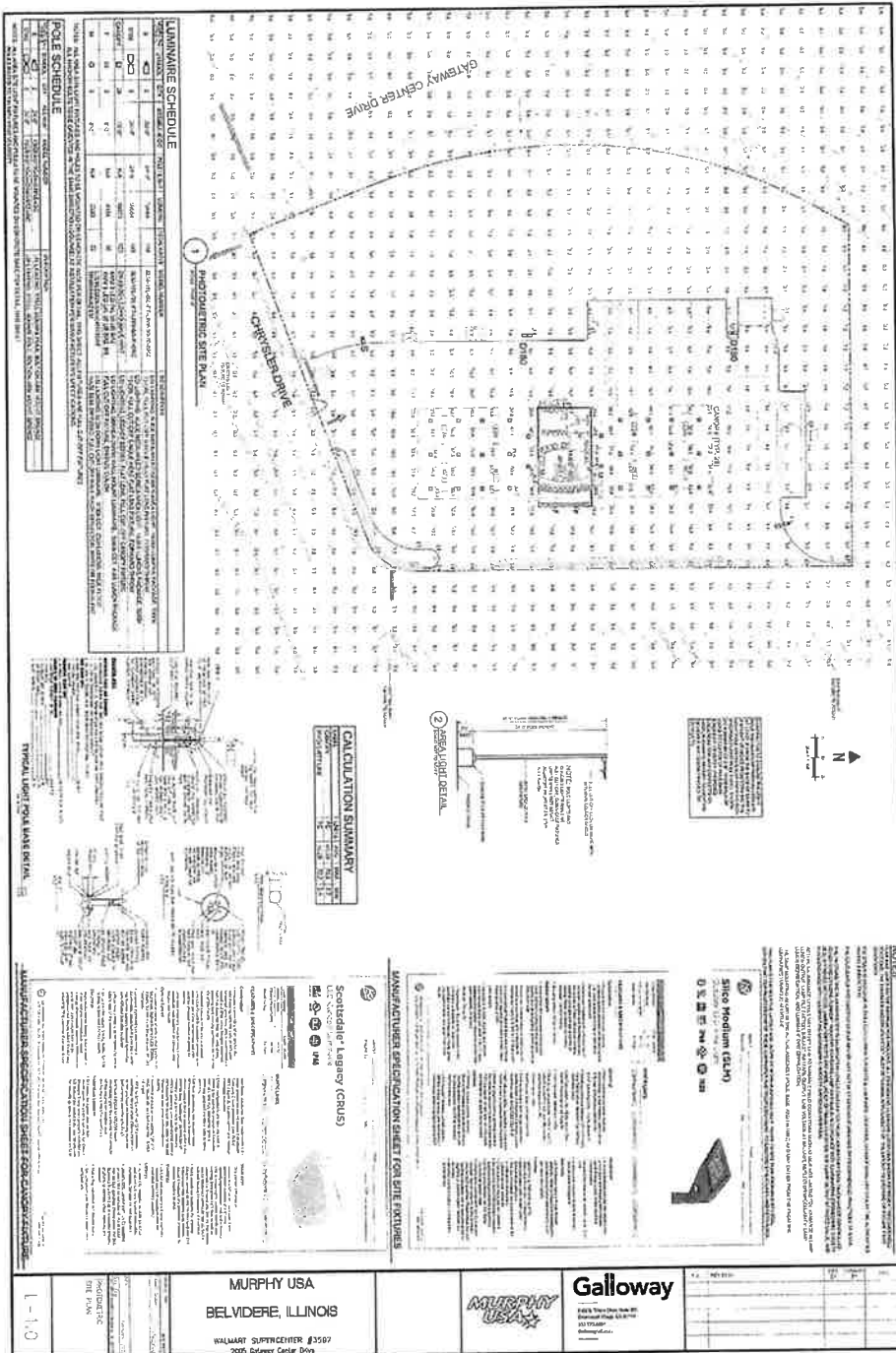
Sponsor: _____

ATTACHMENT A



ATTACHMENT B





LUMINAIRE SCHEDULE

NO.	TYPE	DESCRIPTION	MANUFACTURER	MODEL	WATTAGE	BEAM ANGLE	FOOT CANDLE @ 30 FT.
1	ASB	ASB LIGHT	SILCO MODIUM	1000	100	120	1.2
2	ASB	ASB LIGHT	SILCO MODIUM	1000	100	120	1.2

POLE SCHEDULE

NO.	TYPE	DESCRIPTION	MANUFACTURER	MODEL	HEIGHT
1	ASB	ASB LIGHT	SILCO MODIUM	1000	100

CALCULATION SUMMARY

NO.	DESCRIPTION	FOOT CANDLE
1	ASB LIGHT	1.2

MANUFACTURER SPECIFICATION SHEET FOR SITE FIXTURES

Silco Modium (ASH)
 0 1 2 3 4 5 6 7 8 9

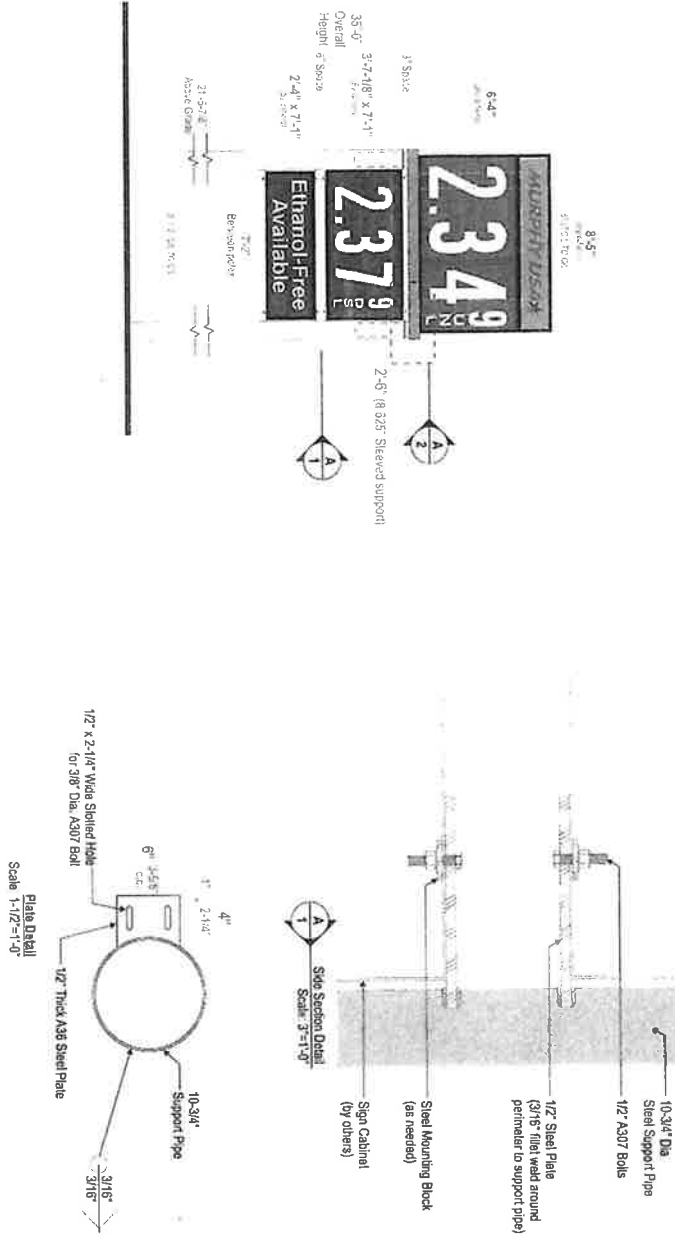
Schedalac Legacy (CRUS)
 1 2 3 4 5 6 7 8 9

NOTES:
 1. THE FIXTURES SHALL BE INSTALLED AT THE LOCATIONS AND HEIGHTS SHOWN ON THIS DRAWING.
 2. THE FIXTURES SHALL BE INSTALLED AT THE LOCATIONS AND HEIGHTS SHOWN ON THIS DRAWING.
 3. THE FIXTURES SHALL BE INSTALLED AT THE LOCATIONS AND HEIGHTS SHOWN ON THIS DRAWING.
 4. THE FIXTURES SHALL BE INSTALLED AT THE LOCATIONS AND HEIGHTS SHOWN ON THIS DRAWING.

<p>MURPHY USA BELVIDERE, ILLINOIS WALMART SUPERCENTER #3597 2005 Gateway Center Drive</p>	<p>Galloway</p>	<p>1-110</p>
		<p>DATE: 08/11/10</p>

CABINET MOUNTING DETAIL

Scale 3/8"=1'-0"
S&B Standard Detail



Stratus™
StratusHealth.com
10000 W. 10th Ave
Denver, CO 80202
303.555.1859

CLIENT	MURPHY USA*	PROJECT NUMBER	119200	PROJECT NAME	300 ACTON DRIVE	DATE	05/20/14
ADDRESS	2405 GAVIN CENTER DR BETHESDA, MD 20814	SIZE NUMBER	119200	PRODUCT NAME	ETHANOL-FREE	DATE	05/20/14
END USER	7	DESIGNER NAME	Ken Hens	PROJECT NAME	ETHANOL-FREE	DATE	05/20/14

Rev 1 Rev 2 (Optional) Description: 05/20/14 05/20/14 05/20/14
Rev 3 Rev 4 (Optional) Description: 05/20/14 05/20/14 05/20/14
Rev 5 Rev 6 (Optional) Description: 05/20/14 05/20/14 05/20/14

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. Pflaging, 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 Owner of West Parcel:

The following Owner of the West Parcel joins in this Agreement

West Parcel Owner Address:

c/o John Rudzinski, 46775 W. Ann Arbor Trail, Plymouth MI 481170

MCJ LIMITED LIABILITY COMPANY,
an Illinois limited liability company

By: _____
Printed: John P. Rudzinski
Title: Manager
Date: _____, 2022

By: _____
Printed: Mary J. Rudzinski
Title: Manager
Date: _____, 2022

ACKNOWLEDGEMENT

State of _____)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2022, by John P. Rudzinski, as a Manager of MCJ Limited Liability Company.

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

ACKNOWLEDGEMENT

State of _____)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2022, by Mary J. Rudzinski, as a Manager of MCJ Limited Liability Company.

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

Agent for owners of West Parcel is: Attorney Jim Tuneberg, Guyer & Enichen, 2601 Reid Farm
Road, Suite B, Rockford, IL 61114 815/636-9600 jet@guyerlaw.com

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, 663.25 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 57 SECONDS EAST, 87.01 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 13 SECONDS WEST, 1291.88 FEET TO THE EAST RIGHT-OF-WAY LINE OF IRENE ROAD; THENCE NORTH 00 DEGREES 33 MINUTES 17 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY 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.

CONTAINING 7,561,706 SQUARE FEET OR 173.5929 ACRES MORE OR LESS.

- 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]

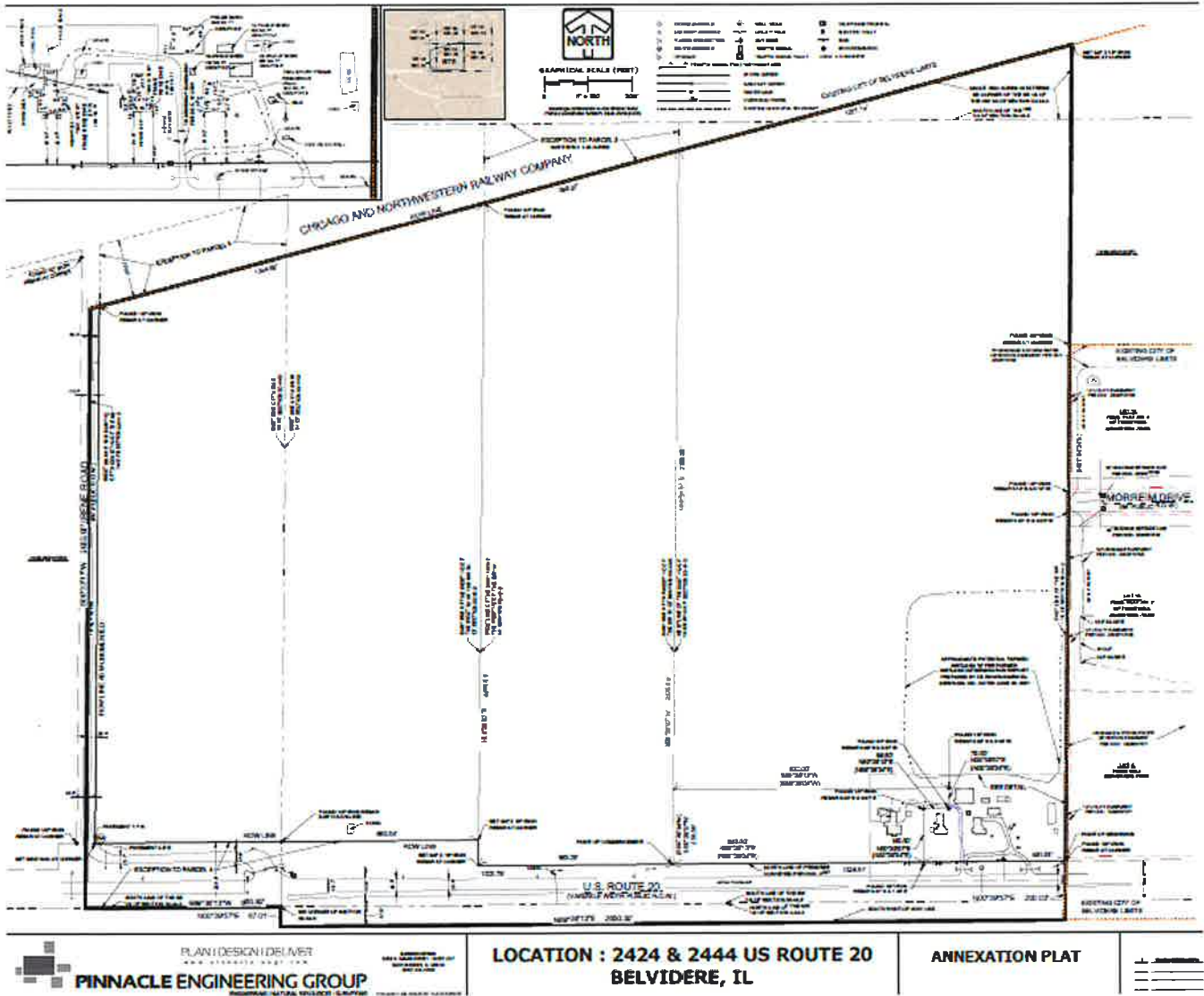


EXHIBIT C

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]

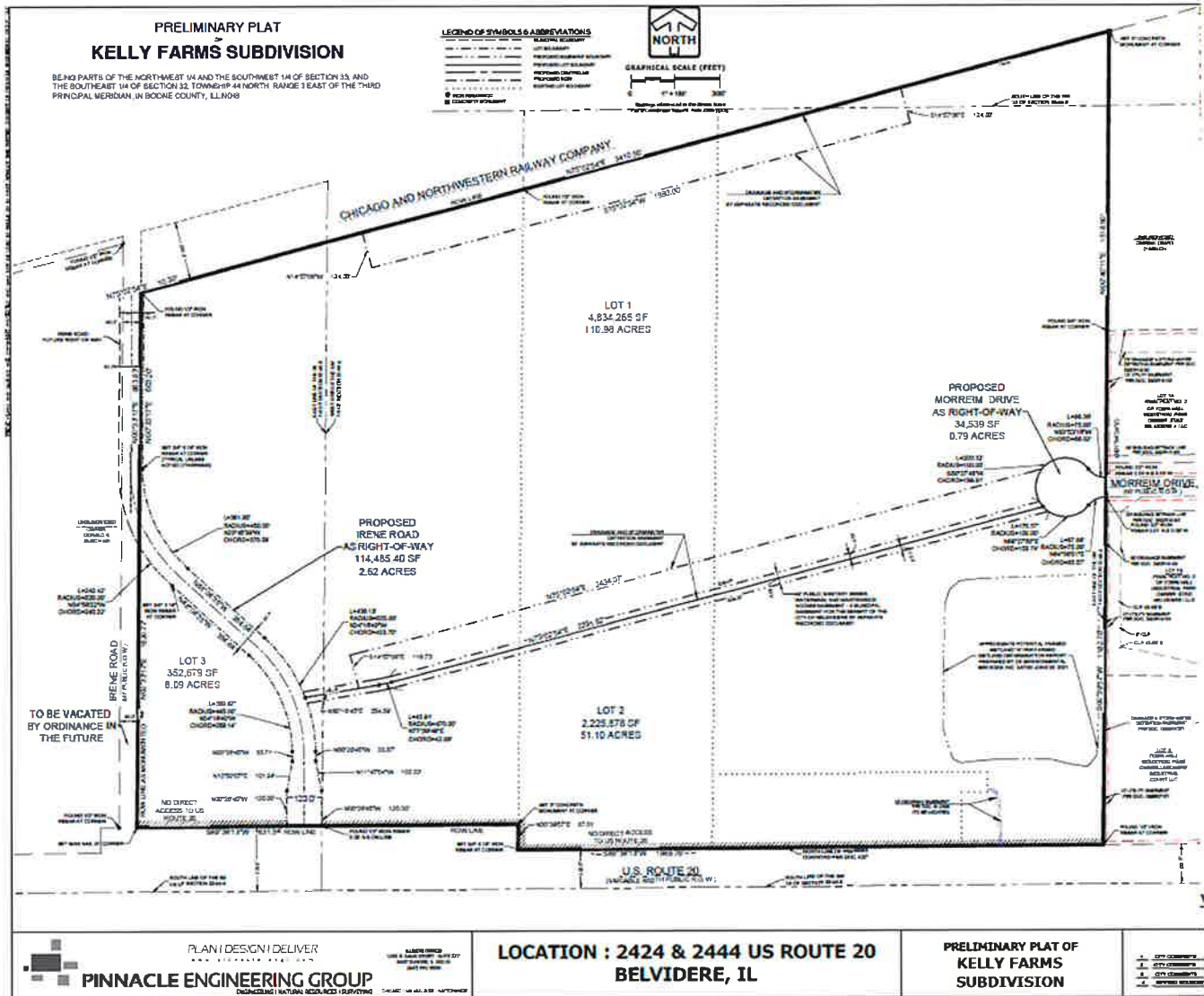


EXHIBIT D
PRELIMINARY SEWER PLAN

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 53085 | 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**

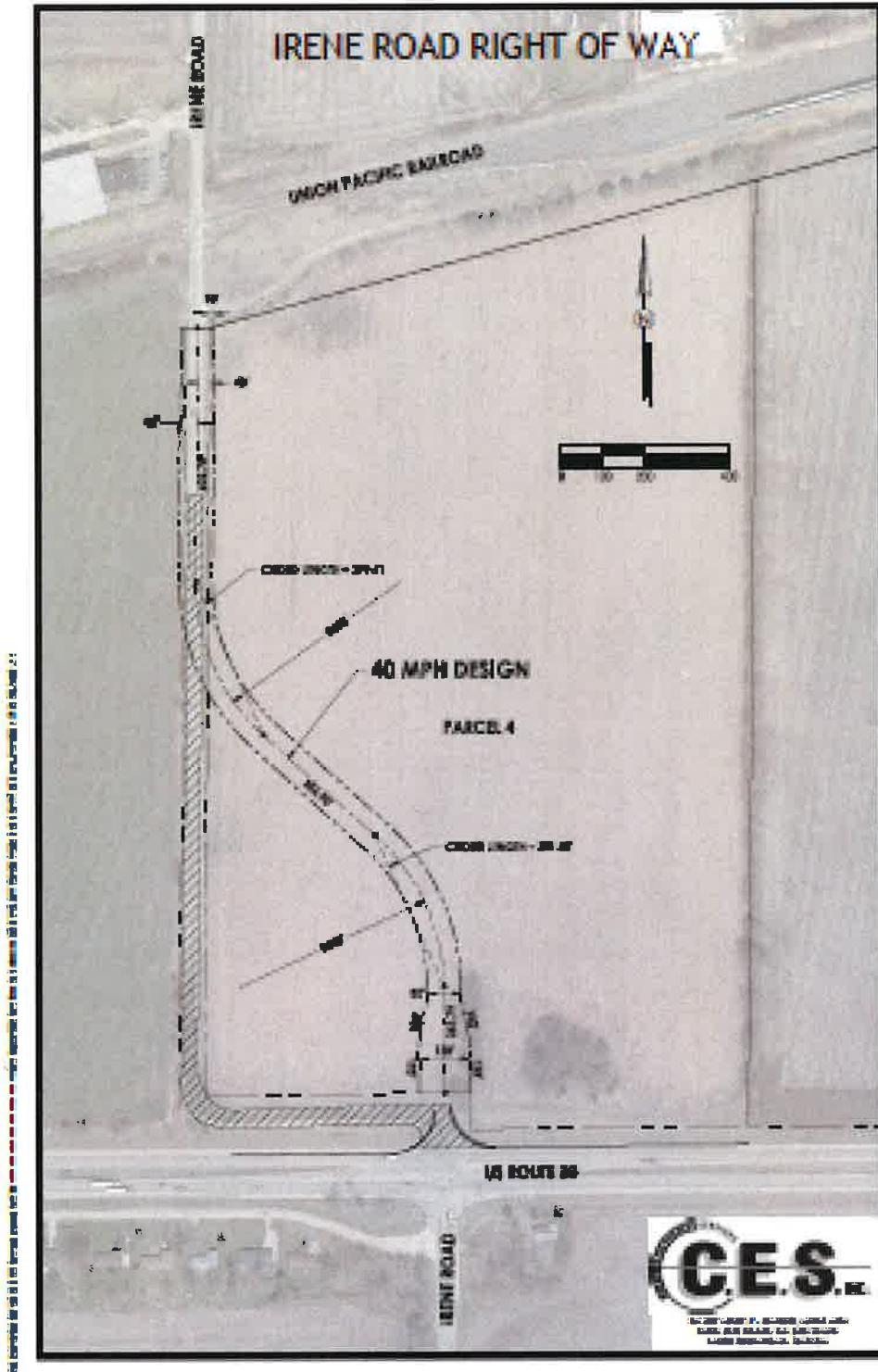
The “Public Improvements” required for this Annexation Agreement, are identified on Exhibit K.

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



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:

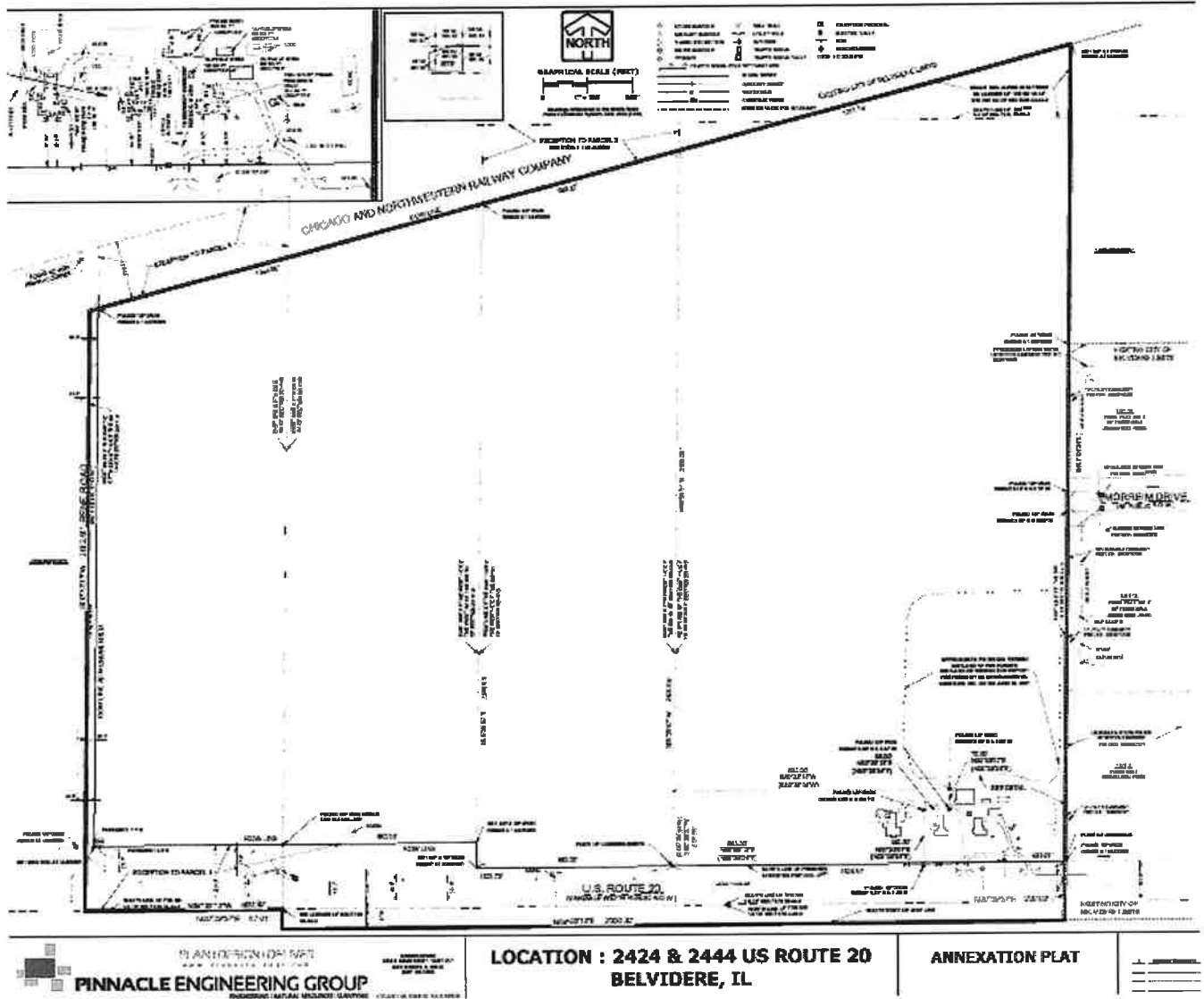
THAT PART OF THE EAST 1/2 AND WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33 AND THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, ALL IN TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BOONE COUNTY, 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, 663.25 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 57 SECONDS EAST, 87.01 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 13 SECONDS WEST, 1291.88 FEET TO THE EAST RIGHT-OF-WAY LINE OF IRENE ROAD; THENCE NORTH 00 DEGREES 33 MINUTES 17 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY 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.

CONTAINING 7,561,706 SQUARE FEET OR 173.5929 ACRES MORE OR LESS.

- 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



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: _____

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: _____

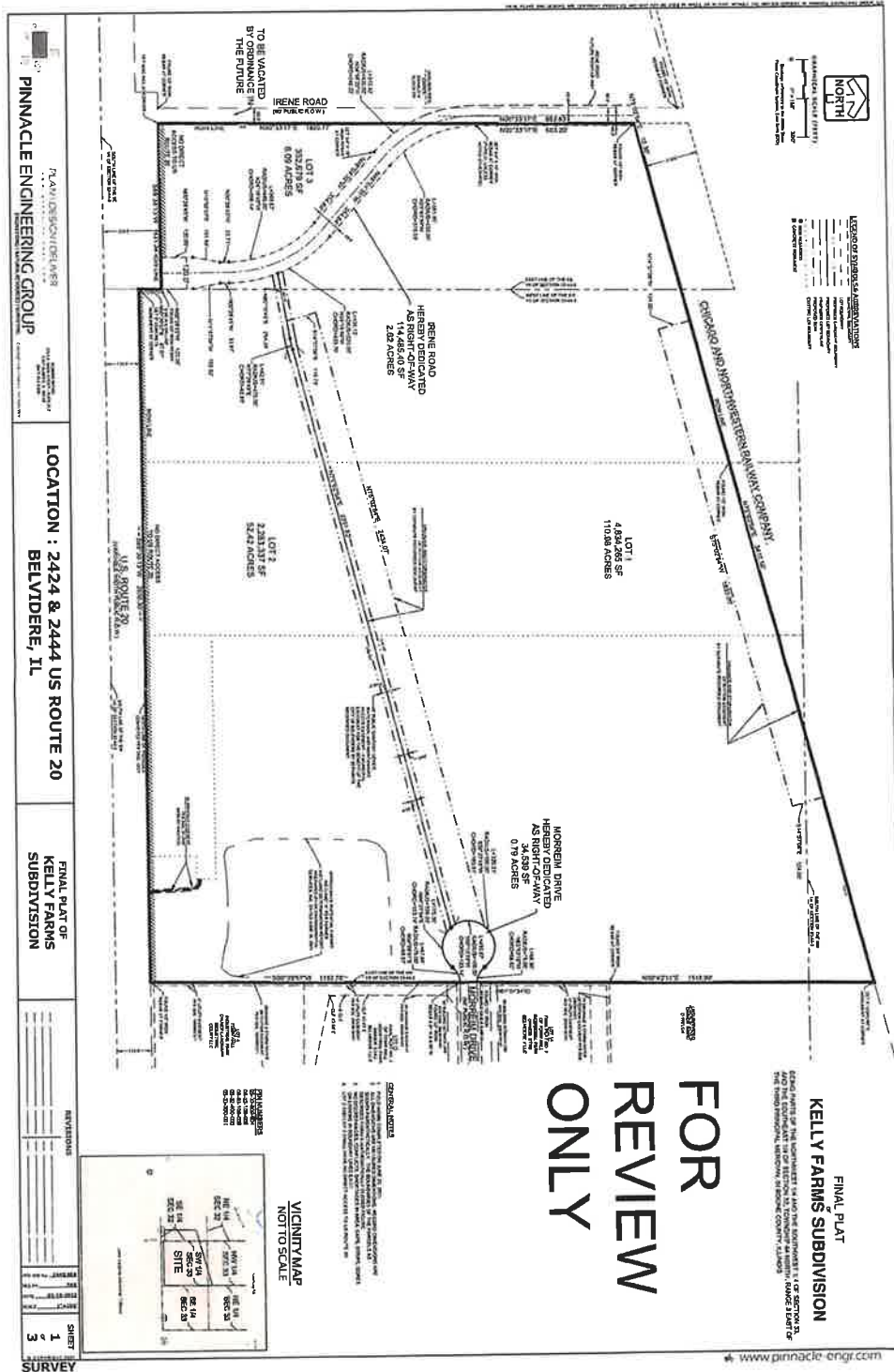
City Council Members Voting Aye:

City Council Members Voting Nay:

Date Published:

Sponsor: _____

ATTACHMENT A



Pinnacle Engineering Group
PLAN/DESIGN/DELIVER

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

**FINAL PLAT OF
KELLY FARMS
SUBDIVISION**

**SHEET 1
3
SURVEY**

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: _____

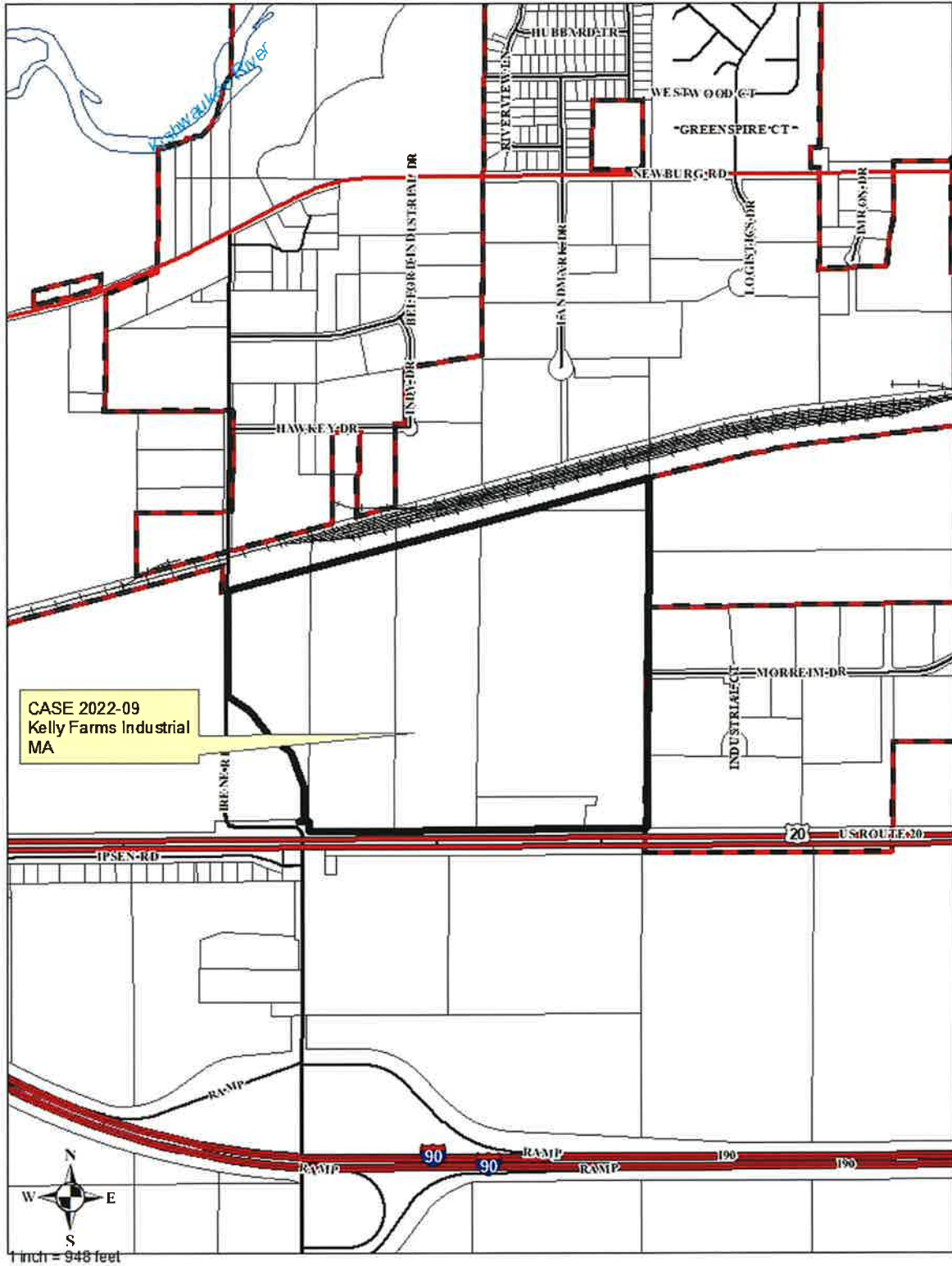
City Council Members Voting Aye:

City Council Members Voting Nay:

Date Published:

Sponsor: _____

ATTACHMENT A



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: _____

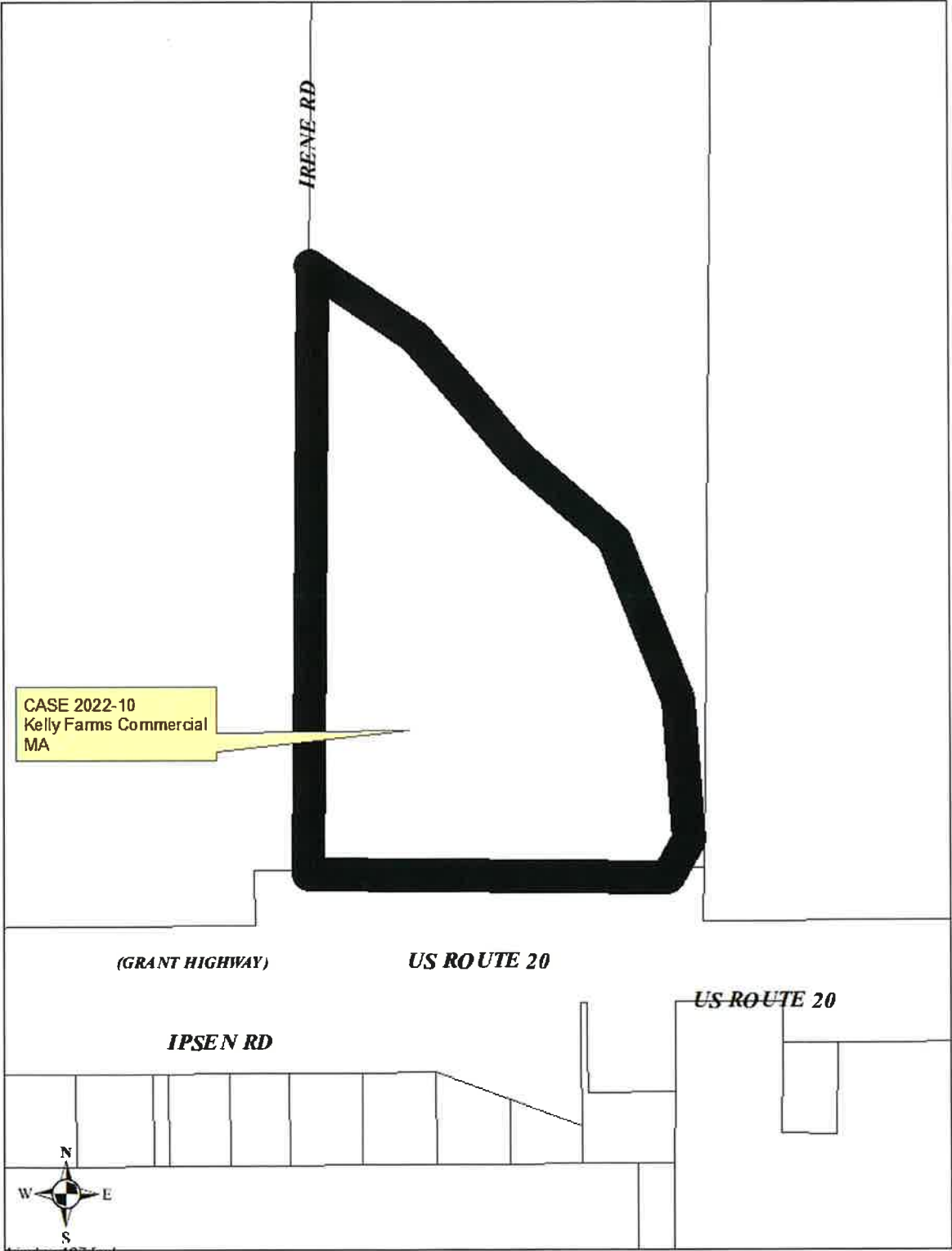
City Council Members Voting Aye:

City Council Members Voting Nay:

Date Published:

Sponsor: _____

ATTACHMENT A



ORDINANCE #581H
AN ORDINANCE AMENDING SECTION 10-79
LIQUOR LIABILITY INSURANCE OF THE
CITY OF BELVIDERE MUNICIPAL CODE

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

- Section 1: Section 10-79 of the City of Belvidere Municipal Code is amended to read as set forth in the attached Exhibit A which is incorporated herein by this reference.
- Section 2: 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 3: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

Ayes:
Nays:
Absent:

Approved:

Clinton Morris, Mayor

Attest:

Sarah Turnipseed, City Clerk

Passed:
Approved:
Published:

Sec. 10-79. Insurance.

No license or permit shall be issued hereunder unless the applicant files with the application an insurance certificate, issued by an insurance company that is authorized to do business in the state, certifying that the applicant, and the owner of the premises housing the establishment from where the liquor will be sold, has in force and effect liquor liability insurance of not less than \$1,000,000.00 per occurrence and general liability insurance in an amount not less than \$1,000,000.00 per occurrence. "Host" insurance shall not satisfy the terms of this section.

ORDINANCE #582H
AN ORDINANCE AMENDING ARTICLE VIII
OF CHAPTER 2 OF THE
CITY OF BELVIDERE MUNICIPAL CODE
TO ADD A NEW SECTION 2-701,
MINOR PURCHASING GUIDELINES

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

- Section 1: Article VIII of Chapter 2 of the City of Belvidere Municipal Code is amended to add a new section 2-701 as set forth in the attached Exhibit A which is incorporated herein by this reference.
- Section 2: 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 3: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

Ayes:
Nays:
Absent:

Approved:

Clinton Morris, Mayor

Attest:

Sarah Turnipseed, City Clerk

Passed:
Approved:
Published:

2-701. Minor Purchasing Guidelines.

In recognition of the need to promote efficient and economical operation of the City of Belvidere, and the provision of services to its citizens, the following individuals are authorized to expend budgeted City funds as follows:

(a) The Fire Chief, the Police Chief, the Director of Public Works, the City Clerk, the Finance Director and the Director of Buildings are authorized to purchase or contract for any budgeted goods or services in an amount not to exceed \$2,500.00 without prior approval from the City Council. This section does not limit the Chief of Police's authority under Ordinance 763G adopted October 17, 2005.

(b) The Mayor is authorized to purchase or contract for any budgeted goods or services in an amount not to exceed \$15,000.00 without prior approval from the City Council. The Mayor may also execute change orders in an amount not to exceed \$15,000.00 so long as the change order does not exceed fifty percent (50%) of the original contract price.