

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
AGENDA

July 3, 2017

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

(1) Roll Call:

(2) Pledge of Allegiance:

Invocation: Mayor Chamberlain.

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

(4) Approval of minutes of the regular meeting of the Belvidere City Council of
June 19, 2017; as presented.

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

(A) Completion of Probationary Period by Police Officer Christopher Garcia.

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Belvidere Police Department Overtime Reports of June 6, 2017 through
June 19, 2017.

(B) Belvidere Fire Department Overtime Reports of June 7, 2017 through
June 20, 2017.

(C) Minutes of City-County Coordinating Committee of June 14, 2017.

(D) Minutes of Committee of the Whole – Public Safety and Finance and
Personnel of June 26, 2017.

(9) Unfinished Business:

(A) Ord. #355H – 2nd Reading: An Ordinance Granting a Special Use to
Allow Indoor Commercial Entertainment (Bar/Tavern with Video
Gaming) within the CB, Central Business District (112 West Pleasant
Street).

(B) Ord. #356H – 2nd Reading: An Ordinance Approving a Replat Titled Anderson Subdivision.

(C) Ord. #357H – 2nd Reading: An Ordinance Granting a Special Use to Allow Indoor Commercial Entertainment (Video Gaming) within the PI, Planned Industrial District (2091 Crystal Parkway).

(10) New Business:

(A) Motion by Ald. Frank to reconsider Ord. #353H – An Ordinance Amending Section 98-12 of the City of Belvidere Municipal Code (Sidewalk Cafes).

(B) Ord. #359H – 1st Reading: An Ordinance Authorizing the Execution of an Annexation Agreement between the City of Belvidere and Jack Pease Jr.

(C) Ord. #360H – 1st Reading: An Ordinance Annexing Certain Territory, Owner Jack Pease Jr. to the City of Belvidere, Boone County, Illinois.

(D) Ord. #358H – 1st Reading: An Ordinance Granting a Special Use for a Planned Development within the RH, Rural Holding District (for Jack Pease, Ipsen Road).

(E) Ord. #361H – 1st Reading: An Ordinance Amending Chapter 26, Businesses of the City of Belvidere Municipal Code.

(F) Ord. #362H – 1st Reading: An Ordinance Authorizing the Sale of Certain Personal Property (Fire Department Vehicle).

Motions forwarded from City-County Coordinating Committee of June 14, 2017.

Motions – Co Chairman Snow:

(A) Motion to approve TRC invoice #238291 in the amount of \$3,337.83 with a 50/50 split between the City and County.

(B) Motion to approve TRC invoice #235248 in the amount of \$448.13 with a 50/50 split between the City and County.

(C) Motion to approve TRC invoice #234116 in the amount of \$2,933.54 with a 50/50 split between the City and County.

(D) Motion to approve the Rock River Environmental Solutions invoice #16950661 in the amount of \$2,500.50 and invoice #17345594 in the amount of \$2,911.75 with a 50/50 split between the City and County.

(E) Motion to approve and additional \$3,000 to TRC for general services with a 50/50 split between the City and County.

Motions forwarded from Committee of the Whole – Public Safety and Finance and Personnel of June 26, 2017.

Motions of Public Safety Vice Chairman Borowicz.

(A) Motion to approve the purchase of turnout gear for three fire fighters at a cost of \$5,985. This expenditure has been budgeted and will come out of line item 01-5-220-8200.

(11) Adjournment:

State of Illinois SS
Belvidere, Illinois

**Belvidere City Council
Regular Session
Minutes**

Date: June 19, 2017

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

Mayor Chamberlain presiding:

(1) Roll Call: Present: M. Borowicz, R. Brooks, G. Crawford, W. Frank,
T. Porter, T. Ratcliffe, M. Sanderson, D. Snow and C. Stevens,
Absent: M. Freeman.

Other staff members in attendance:

Budget and Finance Director Becky Tobin, Building Director Lesa Morelock,
Water/Sewer/Street/WWTP Supt. Danny Anderson, Community Development Planner
Gina DelRose, Fire Chief Hyser, Police Chief Noble, City Attorney Drella and City Clerk
Arco.

(2) Pledge of Allegiance:
Invocation: Mayor Chamberlain:

(3) Public Comment:

- (A) Andrew Racz – United Way Fundraiser.
- (B) Cory Thornton – CT Hobbies – Opponent of Ord. #353H – Sidewalk Cafes.
- (C) Lori Mason – Sweets & Sundries – Opponent of Ord. #353H – Sidewalk Cafes.

(4) Approval of Minutes:

- (A) Approval of minutes of the regular meeting of the Belvidere City Council of June 5, 2017; as presented.

Motion by Ald. Crawford, 2nd by Ald. Brooks to approve the minutes of the regular meeting of the Belvidere City Council of June 5, 2017. Roll Call Vote: 9/0 in favor. Ayes: Borowicz, Brooks, Crawford, Frank, Porter, Ratcliffe, Sanderson, Snow and Stevens. Nays: None. Motion carried.

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

- (A) Mayor Chamberlain reminded everyone this weekend is Heritage Days with lots of activities planned including the popular Paint on State and Fireworks.
- (B) Mayor Chamberlain congratulated the City of Belvidere for being recognized as Financially Healthy as reported in the LendEDU Report.
- (C) Mayor Chamberlain congratulated the City of Belvidere for being a Certified Local Government and partner in the Federal preservation program since 1989.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$1,569,984.86.
Water & Sewer Fund Expenditures: \$ 825,479.00

Motion by Ald. Ratcliffe, 2nd by Ald. Crawford to approve the General & Special Fund Expenditures in the amount of \$1,569,984.86. Roll Call Vote: 9/0 in favor. Ayes: Brooks, Crawford, Frank, Porter, Ratcliffe, Sanderson, Snow, Stevens and Borowicz. Nays: None. Motion carried.

Motion by Ald. Crawford, 2nd by Ald. Borowicz to approve the Water & Sewer Fund Expenditures in the amount of \$825,479.00. Roll Call Vote: 9/0 in favor. Ayes: Crawford, Frank, Porter, Ratcliffe, Sanderson, Snow, Stevens, Borowicz and Brooks. Nays: None. Motion carried.

(8) Committee Reports & Minutes of City Officers:

- (A) Belvidere Police Department Overtime Report of May 23, 2017 through June 5, 2017.
- (B) Belvidere Fire Department Overtime Report of May 24, 2017 through June 6, 2017.
- (C) Monthly Treasurer's Report of May 2017.
- (D) Monthly Water/Sewer Fund Report of May 2017.
- (E) Monthly General Fund Report of May 2017.
- (F) Monthly Building Department Revenue Report for May 2017.
- (G) Monthly Community Development/Planning Department Report of May 2017.
- (H) Draft Minutes of Planning and Zoning Commission of June 13, 2017.

Let the record show these reports and minutes were placed on file.

- (I) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of June 12, 2017.

Motion by Ald. Brooks, 2nd by Ald. Sanderson to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of June 12, 2017. Roll Call Vote: 9/0 in favor. Ayes: Frank, Porter, Ratcliffe, Sanderson, Snow, Stevens, Borowicz, Brooks and Crawford. Nays: None. Motion carried.

(9) Unfinished Business:

- (A) Ord. #352H -2nd Reading: An Ordinance Amending Section 110-577 of the City of Belvidere Municipal Code.

Motion by Ald. Snow, 2nd by Ald. Crawford to pass Ord. #352H. Roll Call Vote: 9/0 in favor. Ayes: Porter, Ratcliffe, Sanderson, Snow, Stevens, Borowicz, Brooks, Crawford and Frank. Nays: None. Motion carried.

- (B) Ord. #353H – 2nd Reading: An Ordinance Amending Section 98-12 of the City of Belvidere Municipal Code.

Scott Fowler spoke from the audience in favor of Ord. #353H.

Motion by Ald. Crawford, 2nd by Ald. Brooks to pass Ord. #353H.

Motion by Ald. Crawford, 2nd by Ald. Brooks to amend to replace Exhibit A with the new Exhibit A presented by the City Attorney with his memo of June 14, 2017 which modifies the closing hours of sidewalk cafes and sets the minimum remaining sidewalk space as four feet. Roll Call Vote: 8/1 in favor to amend. Ayes: Ratcliffe, Sanderson, Stevens, Borowicz, Brooks, Crawford, Frank and Porter. Nays: Snow. Motion carried.

Motion by Ald. Sanderson, 2nd by Ald. Borowicz to amend Exhibit A (3) (n) to include – must offer food. Roll Call Vote: 6/3 in favor to amend. Ayes: Sanderson, Stevens, Borowicz, Frank, Porter and Ratcliffe. Nays: Snow, Brooks and Crawford. Motion carried.

Roll Call Vote: 8/1 to pass Ord. #353H as amended: Ayes: Stevens, Borowicz, Brooks, Crawford, Frank, Porter, Ratcliffe and Sanderson. Nays: Snow. Motion carried.

- (C) Ord. #354H – 2nd Reading: An Ordinance Revising Ordinance #292H, the 2016-2017 Budget Ordinance for the City of Belvidere, Illinois.

Motion by Ald. Sanderson, 2nd by Ald. Crawford to pass Ord. #354H. Roll Call Vote: 8/1 in favor. Ayes: Borowicz, Brooks, Crawford, Frank, Porter, Ratcliffe, Sanderson and Snow. Nays: Stevens. Motion carried.

(10) New Business:

- (A) Ord. #355H – 1st Reading: An Ordinance Granting a Special Use to Allow Indoor Commercial Entertainment (Bar/Tavern with Video Gaming) within the CB, Central Business District (112 West Pleasant Street).
- (B) Ord. #356H – 1st Reading: An Ordinance Approving a Replat Titled Anderson Subdivision.
- (C) Ord. #357H – 1st Reading: An Ordinance Granting a Special Use to Allow Indoor Commercial Entertainment (Video Gaming) within the PI. Planned Industrial District (2091 Crystal Parkway).

Let the record show Ordinances #355H, #356H and #357H were placed on file for first reading.

- (D) Resolution #2061-2017: A Resolution Pertaining to Prevailing Rates.

Motion by Ald. Crawford, 2nd by Ald. Porter to adopt Res. #2061-2017. Roll Call Vote: 9/0 in favor. Ayes: Borowicz, Brooks, Crawford, Frank, Porter, Ratcliffe, Sanderson, Snow and Stevens. Nays: None. Motion carried.

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of June 12, 2017.

- (A) Motion to approve the low bid from William Charles Construction, in the amount of \$399,565 for the 2017 MFT Street Overlay Program, subject to IDOT approval. This work will be paid for from MFT Funds. Roll Call Vote: 9/0 in favor. Ayes: Brooks, Crawford, Frank, Porter, Ratcliffe, Sanderson, Snow, Stevens and Borowicz. Nays: None. Motion carried.
- (B) Motion to approve the low bid from AC Pavement Striping, in the amount of \$9,851.30 for the 2017 MFT Thermoplastic Pavement Striping Project, subject to IDOT approval. This work will be paid for from MFT Funds. Roll Call Vote: 9/0 in favor. Ayes: Crawford, Frank, Porter, Ratcliffe, Sanderson, Snow, Stevens, Borowicz and Brooks. Nays: None. Motion carried.
- (C) Motion to approve the bid from PDC Laboratories to complete the groundwater monitoring of Landfill #1 for two years at a cost of \$5,127.30. This work will be paid for from the Landfill Fund (#01-5-335-7900). Roll Call Vote: 9/0 in favor. Ayes: Frank, Porter, Ratcliffe, Sanderson, Snow, Stevens, Borowicz, Brooks and Crawford. Nays: None. Motion carried.

- (D) Motion to approve the bid from PDC Laboratories to complete the groundwater monitoring of Landfill #2 for two years at a cost of \$75,467.80. Roll Call Vote: 9/0 in favor. Ayes: Porter, Ratcliffe, Sanderson, Snow, Stevens, Borowicz, Brooks, Crawford and Frank. Nays: None. Motion carried.

- (E) Motion to approve reimbursing the County in the amount of \$3,975 for the City's 25% share of IDS to be completed by CES, Inc. for the intersection of Lawrenceville Road and Poplar Grove Road. The reimbursement will be paid for from line item #01-5-360-6140. Roll Call Vote: 9/0 in favor. Ayes: Ratcliffe, Sanderson, Snow, Stevens, Borowicz, Brooks, Crawford, Frank and Porter. Nays: None. Motion carried.

- (F) Motion to approve the proposal from ARC Design Resources, in the amount of \$5,800 to complete the Newburg Road signal warrant study. This work will be paid for from line item #01-5-360-6140. Roll Call Vote: 9/0 in favor. Ayes: Sanderson, Snow, Stevens, Borowicz, Brooks, Crawford, Frank, Porter and Ratcliffe. Nays: None. Motion carried.

- (G) Motion to approve the design engineering work order from Baxter & Woodman in an amount not-to-exceed \$10,000 to complete the engineering design for the replacement of three sluice gates in the Main Equipment Building at the WWTP. This work will be paid for from line item #61-5-820-6190. Roll Call Vote: 9/0 in favor. Ayes: Snow, Stevens, Borowicz, Brooks, Crawford, Frank, Porter, Ratcliffe and Sanderson. Nays: None. Motion carried.

(11) Adjournment:

Motion by Ald. Crawford, 2nd by Ald. Borowicz to adjourn the meeting at 7:59 p.m. Aye voice vote carried. Motion carried.

_____ Mayor

Attest:

_____ City Clerk

Belvidere Police Department

Jan W. Noble - Chief of Police

Shane Woody - Deputy Chief, Operations

Matthew Wallace - Deputy Chief, Administration



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TO: BOARD OF FIRE AND POLICE COMMISSIONERS

FROM: CHIEF JAN W. NOBLE *JWN*

DATE: JUNE 23, 2017

RE: NOTICE OF COMPLETION OF PROBATIONARY PERIOD

The Belvidere Police Department would like to acknowledge and congratulate Officer Christopher Garcia, Badge #409, on the completion of his first year of employment with the Department on June 23, 2017. Officer Garcia has successfully met the Department's standards as outlined in the Personnel Performance and Evaluation System.

Officer Garcia is hereby removed from probationary status and is granted full authority as an Officer of the Belvidere Police Department.

JWN/sd

Cc: Personnel File

CITY-COUNTY COORDINATING COMMITTEE
MINUTES

June 14, 2017 at 6:00 P.M.
County Board Room, 1212 Logan Avenue

CALL TO ORDER

The meeting of the City-County Coordinating Committee was called to order by Co-Chairman Cathy Ward at 6:00 P.M.

ROLL CALL

County:

Cathy Ward, Co-Chairman
Carl Larson, Vice Co-Chair
Sherry Branson
Jeffrey Carlisle
Brad Stark

City:

Dan Snow, Co-Chairman
Wendy Frank, Vice Co-Chair
Mike Borowicz
Marsha Freeman

Others:

Ken Terrinoni
Lt. Perry Gay
Bernard O'Malley
Linda Anderson
Dr. Michael Greenlee

Members Absent:

County

Chairman Karl Johnson

City

Tom Porter
Mayor Chamberlain

APPROVAL OF MINUTES

A motion was made by Sherry Branson to approve the minutes of the May 10, 2017 meeting as presented. Motion seconded by Carl Larson. Motion passed (8-0).

APPROVAL OF AGENDA

A motion was made by Dan Snow to approve the agenda as presented. Motion seconded by Wendy Frank. Motion passed (8-0).

PUBLIC COMMENT

PUBLIC COMMENT

There was no public comment made.

SCHOOL DISTRICT #200

Dr. Greenlee, Superintendent from North Boone school district #200 spoke to the committee regarding the district's strategic plan. The four areas covered were: staffing, curriculum development, parent involvement & communication, and facilities. The district updated this strategic plan about a year and a half ago. Dr. Greenlee discussed how the strategic plan has been progressing and the initiatives the district is working on. He discussed what they have implemented in the four areas of the plan. They are using a ten year plan for their facilities. The district's budget is approximately 20 million dollars. The State Funding is 35% of those funds, 5% from the Federal Government, and the remainder is from property taxes. The district has a 10 million dollar reserve. The State is behind in payment of approximately 1 million dollars. He is unsure whether they will receive these funds. There was a question and answer session. Dr. Greenlee gave a history/background of himself. The committee thanked Dr. Greenlee for attending the meeting.

E-911 REPORT –PUBLIC SAFETY BUILDING

911 REPORT

Lt. Perry Gay reviewed the 911 report with the committee. They are financially stable with the NINGA project. There have been some minor delays. He discussed the testing for a dispatch position. There are thirty-five applicants that will be testing. Chairman Ward suggested that new members of the committee take a tour of the PSB building. Chairman Ward asked about the budget figures. Chairman Ward asked about the vacancy on the 911 board. Mr. Terrinoni said this vacancy should be appointed at the upcoming County Board meeting. Surcharge fees on cell phones could mean an increase in revenue if the bill passes. Lt. Gay stated the radio project has been completed and everything is going well. The financial concern is in the overtime costs. He also felt the

maintenance supply fund is low the maintenance costs for the building are out of control. Things are constantly breaking because the building is old making it a constant battle. Lt. Gay said in moving forward the bricks on the PSB building are separating and needs major tuck pointing. There has been a maintenance person hired for the Corrections department. Discussion was held on the fire station containing 911 equipment. There is also a backup system in Winnebago County if the PBS were to go down.

Jeffrey Carlisle arrived at 6:30 p.m.

FY 2017 FINANCIAL REPORT

There was no discussion the financial report

GIS

There was no discussion on the GIS department.

LANDFILL

APPROVAL OF INVOICE: TRC

Chairman Ward reviewed the invoices to TRC.

A motion was made by Dan Snow to approve invoice #238291 in the amount of \$3,337.83 with a 50/50 split between the City and County. Motion seconded by Sherry Branson. Motion passed (9-0).

A motion was made by Marsha Freeman to approve invoice #235248 in the amount of \$448.13 with a 50/50 split between the City and County. Motion seconded by Carl Larson. Motion passed (9-0).

A motion was made by Dan Snow to approve invoice #234116 in the amount of \$2,933.54 with a 50/50 split between the City and County. Motion seconded by Carl Larson. Motion passed (9-0).

APPROVAL OF INVOICE: ROCK RIVER ENVIRONMENTAL SOLUTIONS

There was discussion on the invoices.

A motion was made by Sherry Branson to approve invoice #16950661 in the amount of \$2,500.50 and invoice #17345594 in the amount of \$2,911.75 with a 50/50 split between the City and County. Motion seconded by Mike Borowicz. Motion passed (9-0).

APPROVAL OF INVOICE: PDC LABORATORIES, INC.

Chairman Ward referenced a memo from the Director of Public Works pertaining to a bid from PDC Laboratories in the amount of \$75,467.80. Mr. Terrinoni said every two years there is a groundwater bid sent out. This includes Landfill #1 also to try and get the best price. Discussion was held. The bid amount of \$75,467.80 is just for Landfill #2 for a two year period.

A motion was made by Dan Snow to approve the bid from PDC Laboratories in the amount of \$75,467.80 with a 50/50 split between the City and County. This will move to the full Board and City Council. Motion seconded by Sherry Branson. Motion passed (9-0).

ILLINOIS EPA/LANDFILL COMMUNICATION

There was no communication to discuss.

ALTERNATIVE REMEDIATION STRATEGIES NATURAL VEGETATION "PHYTOREMEDIATION"

Mr. Carlisle discussed the phytoremediation report from TRC. He doesn't feel the EPA needs to be involved. This is County property and therefore should be able to plant trees. There has been no data that has been presented. Mr. Carlisle stated he has seen other data indicating hardwood trees would eliminate any VOC's from the groundwater. Burr Oaks and Hickory's are the best. He feels the County should just go plant some trees. Mr. Terrinoni said Mr. Quinn could speak to the committee via conference call. Mr. Terrinoni said his caution comments revolve around the salt issues and whether the trees could survive. Mr. Terrinoni also stated as far as going out and cleaning up groundwater through remediation you would need to be careful with the IEPA. At this time the County has not been

asked to remediate anything. That is not what the County has been asked to do. He feels the County would be taking that step unilaterally through this method of planting trees on contaminated groundwater to start remediating it. How to work this out with the IEPA would be something to think about. Mr. Terrinoni said possibly wait until the next meeting to speak with Mr. Quinn as he agrees with Mr. Carlisle in coming up with answers so the committee can decide one way or the other what they would like to do. Mr. Carlisle asked additional questions and discussed his thoughts on the wells and willing to speak with Mr. Quinn directly on this matter. Chairman Ward felt it was an excellent idea as Mr. Carlisle has knowledge on this matter. The committee was in agreement. Chairman Ward would like to know how much money has been spent on the landfill to date. The City will now be removing the leachate from the landfill. Discussion was held on the cost involved. Mr. Stark said the City was removing the waste at no cost. He also felt the tree planting was a great idea and shared his thoughts. Mr. Carlisle will update the committee on this matter at an upcoming meeting.

TRC SCOPE OF SERVICE TIME AND MATERIALS

Chairman Ward referenced an email from TRC that indicates that they are requesting an additional \$3,000 for time and materials/general services. Discussion was held.

A motion was made by Dan Snow to approve an additional \$3,000 to TRC for general services with a 50/50 split between the City and County. Motion seconded by Sherry Branson. Motion passed (9-0).

FY 2017 FINANCIAL REPORT

Chairman Ward asked Mr. Terrinoni if the financials were on budget where we should be at this point. Mr. Terrinoni said so far it's tracking within budget

INFORMATIONAL ITEMS AND OTHER BUSINESS

WATER PRESERVATION AND PROTECTION ALLIANCE (WPPA)

Sherry Branson gave a brief history of Illinois groundwater research. She also gave a history of the WPPA and why this is being addressed again. The WPPA is formed of four sub-committees and explained what these sub-committee are working on. There has not been a firm date for the comprehensive plan but looking at September 6th at 5:30 p.m. for the environmental discussion. Discussion was held.

INVITATION TO OTHER GOVERNMENTS

Mr. Terrinoni said the County received a grant from the Attorney General last year for roof replacements for residence. So possibly a representative from that agency that's administering the roof grants next month to explain how the grant works. Mr. Terrinoni explained briefly the criteria for this grant and the County is receiving enough dollars for five (5) roofs. He would really like to get the word out to the community that this grant is available. Mr. Terrinoni gave a brief history on how this grant came to be. Discussion was held. Chairman Ward also suggested the Community Building representatives. The committee was in agreement to invite a representative for the roof grant and if they are unable to attend then possibly a representative for the Community Building.

CORRESPONDENCE

There was not correspondence discussed.

EXECUTIVE SESSION

There was no executive session held.

ADJOURNMENT

ADJOURN THE MEETING

A motion was made by Sherry Branson to adjourn the meeting. Motion seconded by Jeffrey Carlisle. Motion passed (9-0). Meeting was adjourned at 7:14 p.m.

Recorded by,

Julaine Drake
Office Manager

Minutes
Committee of the Whole
Public Safety and Finance and Personnel
June 26, 2017 6:00 p.m.

Call to Order - Mayor Mike Chamberlain:

Aldermen Present: M. Borowicz, R. Brooks, G. Crawford,
W. Frank, M. Freeman, T. Porter,
T. Ratcliffe, M. Sanderson, D. Snow
and C. Stevens.

Aldermen Absent: None.

Also in attendance: Public Works Director Brent Anderson,
Community Development Planner Gina DelRose, Finance
Director Becky Tobin, Treasurer Thornton, Police Chief
Noble, Fire Chief Hyser, City Attorney Drella and City
Clerk Arco.

Public Comment: Andy Racz announced he is selling
raffle tickets benefitting United Way.

Public Forum: None.

Reports of Officers, Boards and Special Committees:

1. Public Safety, Unfinished Business: None.

2. Public Safety, New Business:

(A) Fire - I.S.O. Presentation by Chief Hyser.

(B) Fire - Unit #141 - 1986 Mack Rescue Truck.

Motion by Ald. Brooks, 2nd by Ald. Crawford to approve
retiring and selling on e-bay Unit #141 - 1986 Mack Rescue
Truck. Aye voice vote carried. Motion carried.

(C) Fire - P.P.E. Purchase.

Motion by Ald. Crawford, 2nd by Ald. Brooks to approve the
purchase of turnout gear for three fire fighters at a cost
of \$5,985. This expenditure has been budgeted and will
come out of line item 01-5-220-8200. Aye voice vote
carried. Motion carried.

3. Finance and Personnel, Unfinished Business: None.

4. Finance & Personnel, New Business: None.

5. Other:

(A) Jack Pease, Ipsen Road.

Audience members who spoke:

Jack Pease

Deborah Loos, Attorney for the Conservation District.

Michael Petersen, Trustee for the Conservation District.

Motion by Ald. Snow, 2nd by Ald. Sanderson to forward to City Council the Ordinance Granting a Special Use for a Planned Development within the RH, Rural Holding District (Jack Pease, Ipsen Road). Aye voice vote carried. Motion carried.

(B) Business Registration.

Audience members who spoke:

Kevin Olson, Business owner

Anj Daniels, Business owner

Motion by Ald. Crawford, 2nd by Ald. Sanderson to forward to City Council the Ordinance for General Business Registration License. Roll Call Vote: 6/5 in favor. Ayes: Brooks, Crawford, Frank, Ratcliffe, Sanderson and Mayor Chamberlain. Nays: Borowicz, Freeman, Porter, Snow and Stevens. Motion carried.

6. Adjournment:

Motion by Ald. Brooks, 2nd by Ald. Crawford to adjourn meeting at 7:41 p.m. Aye voice vote carried. Motion carried.

Mayor

Attest:

City Clerk

ORDINANCE #359H

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT BETWEEN THE
CITY OF BELVIDERE AND JACK PEASE JR.

WHEREAS, Section 11-15.1-1 et seq. of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et seq.) authorizes the City of Belvidere to enter into annexation agreements of not more than 20 years; and

WHEREAS, Jack Pease Jr. (the Owner(s)) is the legal owner(s) of record of the territory which is the subject of said Agreement and is ready, willing and able to enter into said Agreement and to perform the obligations as required hereunder; and

WHEREAS, the Owner(s) is 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 property.

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 and the Owners, a copy of which is attached hereto as Exhibit A and incorporated herein.
- Section 3: Notwithstanding the term authorized by 65 ILCS 5/11-15.1-1, the City Council, pursuant to its home rule powers, specifically authorizes a term of thirty (30) years for the annexation agreement attached as Exhibit A, or for such longer term as provided for in the future by statute or ordinance.
- 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 prior ordinances or parts of ordinances to the extent that they are inconsistent with the provisions of this Ordinance, are hereby repealed.

Section 6: 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 ____th day of July 2017.

Approved: July , 2017

Michael Chamberlain, Mayor

Attest:

Shauna Arco, City Clerk

Ayes:

Nays:

Absent:

Date Approved:

Date Published:

EXHIBIT A

ANNEXATION AGREEMENT

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

WITNESSETH:

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

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

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

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

Whereas, the Owner(s) intend to initially use the property for mineral extraction as a
dredging operation and thereafter as an office facility; and

Whereas, a proposed Annexation Agreement, in substance and form the same as this
Agreement, was submitted to the City by Owner(s) and a public hearing of the Mayor and City
Council of the City of Belvidere was convened and properly conducted on July 17, 2017

_____ to consider the petition for approval of this Annexation Agreement and said public hearing was held pursuant to notice as provided by statute; and

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

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

Whereas, the Owner desires that the Property be re-zoned to Corporate Center Zoning District at such time as mining activities cease; 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 that an interim use for mineral extraction is appropriate; 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, Owner(s) acknowledges the right of the City to approve or deny any annexation to the City and the City's right to cause an annexation agreement 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) Owner, 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 and 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, Owner agrees that the Property will automatically be zoned as RH Rural Holding District classification pursuant to the Belvidere Municipal Code. The City agrees that the Property shall also receive a special use to allow for mineral extraction pursuant to the conditions contained in Exhibit K below. Upon the cessation of mining activities, but not later than fifteen (15) years from the date of this Agreement, the City and the Owner(s) agree that the Property will be re-zoned to the Corporate Center Zoning District and the special use for mineral extraction shall expire. The City and the Owner(s) each agree to take all steps necessary to accomplish the re-zoning. Owner shall execute all necessary documents to effectuate the re-zoning to Corporate Center upon execution of this Agreement and will re-execute any necessary documents or any additional documents at the time of re-zoning. The Parties agree that all future development of the property, upon re-zoning from the Rural Holding

District, will be pursuant to a Planned Development. Further, Owner agrees that the following conditions and covenants shall apply to the Property and shall be made a part of all final plats and run with the land:

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

4. Sanitary Sewer Service. The Owner shall, at Owner's sole cost, extend the City operated sanitary sewer system to the Property and shall connect to such system according to the preliminary design plan and specifications shown on the attached Exhibit D which is incorporated herein. The extension and connection shall be completed prior to construction of any improvements on the Property. Prior to commencing construction, Owner will submit final engineering plans for review and approval by the City's Department of Public Works (Public Works) and the Illinois Environmental Agency (IEPA). If necessary, the City shall execute IEPA permits for the extension of municipal utilities, after submittal of the final engineering plans to Public Works with the understanding that the execution of said applications shall not be considered as approval of the final engineering plans. Owner shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. Prior to commencing construction, Owner shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin, and other fees as required by City ordinance, resolution or policy. Owner further agrees that, upon annexation, Owner shall cause the Property to be disconnected from the Boone County Sanitary District. The City shall not be obligated to issue any connection or building permit until said disconnection is obtained.

5. Water Service. The Owner(s) shall, at Owner's sole cost, extend the City-operated water main system to the Property and shall connect to said system according to the preliminary design plan and specifications shown on the attached Exhibit F which is incorporated herein. The extension and connection shall be completed prior to construction of any improvements on the Property. Prior to commencing construction, Owner(s) will submit final engineering plans for review and approval by the City's Department of Public Works (Public Works) and the Illinois Environmental Agency (IEPA). If necessary, the City shall execute IEPA permits for the extension of municipal utilities, after submittal of the final engineering plans to Public Works with the understanding that the execution of said applications shall not be considered as approval of the final engineering plans. Owner(s) shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. Prior to commencing construction, Owner(s) shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin, and other fees as required by City ordinance, resolution or policy. Owner(s) shall do all steps necessary to disconnect the Property from any other unit of local government providing water service.

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

7. Plats of Subdivision. Except as otherwise set forth herein, Owner(s) agrees 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 Owner 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. Approval of this Annexation Agreement shall not be construed or interpreted as an approval of either the Preliminary Plat or the Final Plat of Subdivision.

A. The Owner further agrees 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. Owner agrees 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. Owner shall construct and complete all Public Improvements required by this Agreement, those bonded and required by the City's subdivision control ordinance and any other public improvements, including, but not limited to, sidewalks, streets and sewer and water mains, within eighteen (18) months of approval of a final plat of subdivision or Planned Development. Further, the water and sewer extensions required above shall be completed as set forth in Sections 4 and 5 of this Agreement. At such time as Owner believes 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 Owner 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. If all public improvements are not completed within the eighteen month period, 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. Owner shall provide detention and storm water management as required by the City's Zoning and Subdivision Control Ordinances and any other Federal, State or local law or regulation.

9. Off-Site Improvements. Any off-site improvements shall be in compliance with the Belvidere Municipal Code, including but not limited to the Subdivision Ordinance and any other reasonable directives from the City and shall be constructed in accordance with specifications and a preliminary design plan which is subject to approval by the City of Belvidere Public Works Dept. Prior to commencing construction, Owner shall also submit final engineering plans for review and approval to the Department of Public Works and, if abutting a state road, to the Illinois Department of Transportation or any other government agency having jurisdiction and control over said road. Owner shall not commence construction until final engineering plans are approved by Public Works and all other applicable agencies.

10. Fees.

A. As a condition of this Agreement, Owner agrees to pay and/or donate, or cause to be paid and/or donated cash contributions as set forth on Exhibit J which is incorporated herein by reference. Owner agrees 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. 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.

B. Owner, 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. Owner agrees to reimburse the City for reasonable attorneys' fees, planning consultants, engineering consultant's fees and costs and any other professional costs incurred by the City in connection with the annexation, Annexation Agreement, zoning, platting and development of the Property including, but not limited to the time of in-house staff at an amount not to exceed \$5,000.00. Owner agrees to deposit with the

City the initial non-refundable sum of \$5,000.00. In addition, Owner agrees to pay the City's costs of enforcing this Agreement or any applicable zoning ordinance or other City ordinance or code with respect to the development of the Property or its use for mineral extraction, including but not limited to the City's reasonable attorneys' fees, consultants' fees and other professional costs incurred in said enforcement.

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 Owner.

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

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 Owner 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. Owner(s) 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 Owner/Builder and/or Developer 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 Owner/Builder and/or Developer 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 developer, owner and/or builder fails 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 Owner(s) 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 Owner shall abide by all ordinances, resolutions, regulations, policies and laws of the City, including but not limited to, the City's subdivision code and zoning code, in effect at the execution of this Agreement and as may be subsequently amended. Owner agrees to dedicate or deed to the City public improvements as requested by the Public Works Director.

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, or any other required approval, 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, by adoption of a resolution by

the City approving said amendment as provided by law, and the execution of said amendment by the parties or their successors in interest. Provisions which vary the standard terms of this Agreement are located in Exhibit "K" which is incorporated herein and shall contain a separate signature of the parties.

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

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 Owner:

With a Copy to:

If to City: City Clerk
City of Belvidere
401 Whitney Blvd.
Belvidere, Illinois 61008

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

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

21. Entire Agreement. This Agreement supersedes all prior agreements, negotiations and exhibits and is a full integration of the entire agreement of the parties. This Agreement includes all Exhibits (A-L) which are attached hereto and included herein.

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, lessces, and assigns, and upon successor corporate authorities of the City and successor municipalities. Owners agree to record this Agreement at the Boone County Recorders office immediately upon its execution.

24. Term of Agreement. This agreement shall be binding upon the parties and their respective successors and assigns for the term of thirty 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. The Parties acknowledge and agree that the thirty year term is in derogation of state law as applied to non-home rule units and that the thirty year term is being agreed upon pursuant to the City's powers as a home rule unit of government. In the event that a court of competent jurisdiction rules that the City lacks authority for a greater than twenty year annexation agreement then the statutory term of twenty years shall be applied.

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 Michael W. Chamberlain

ATTEST:

City Clerk

OWNERS:
(Being the owners of the property
and currently fifty one percent of the
electors.)

By: _____

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

Notary Public

EXHIBIT LIST

- A) LEGAL DESCRIPTION
- B) ANNEXATION PLAT
- C) SITE PLAN
- D) PRELIMINARY SEWER DESIGN PLAN
- E) SEWER FEES
- F) PRELIMINARY WATER DESIGN PLAN
- G) WATER FEES
- H) PRELIMINARY PLAT
- I) OFF-SITE ROAD IMPROVEMENTS
- J) ANNEXATION FEE SCHEDULE
- K) ADDENDUM OF MODIFICATIONS TO STANDARD AGREEMENT
- L) PLANNED COMMUNITY DEVELOPMENT

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION

OF PROPERTY DESCRIBED AS: Part of the South-half of Section 31, Township 44 North, Range 3 East of the Third Principal Meridian, bounded and described as follows, to-wit:

Beginning at the Northeast Corner of the Southeast Quarter of said Section 31; thence South 00 degrees 00 minutes 00 seconds West, 895.06 feet along the East Line of said Southeast Quarter to the Northeast Corner of the premises conveyed to Abar Ispen Industries, Inc., by Warranty Deed recorded as Document No. 88-280 in the recorder's office of Boone County, Illinois; thence South 89 degrees 48 minutes 53 seconds West, 837.80 feet along the North Line of said premises conveyed to Abar Ispen Industries, Inc., to the Northwest Corner of said premises; thence South 2 degrees 19 minutes 35 seconds East, 233.97 feet along the West Line of said premises conveyed, to the North Line of the premises conveyed by Floyd A. Smith and wife to the Illinois State Toll Highway Commission by Instrument recorded in Book 115 on pages 58, 59 and 60 in said recorder's office, a point of intersection with a circular curve to the left having a radius of 5,879.58 feet; thence Northwesterly along said circular curve to the left, being the Northerly Line of said premises conveyed to the Illinois State Toll Highway Commission, to the North Line of the South-half of said Section 31, and the intersection with its chord bearing of North 60 degrees 14 minutes 00 seconds West, 2238.64 feet; thence North 89 degrees 35 minutes 02 seconds East, 2771.63 feet along said North Line, to the Place of Beginning, containing 38.37 acres, all situated in the Township of Belvidere, the County of Boone and the State of Illinois.

EXHIBIT B
ANNEXATION PLAT

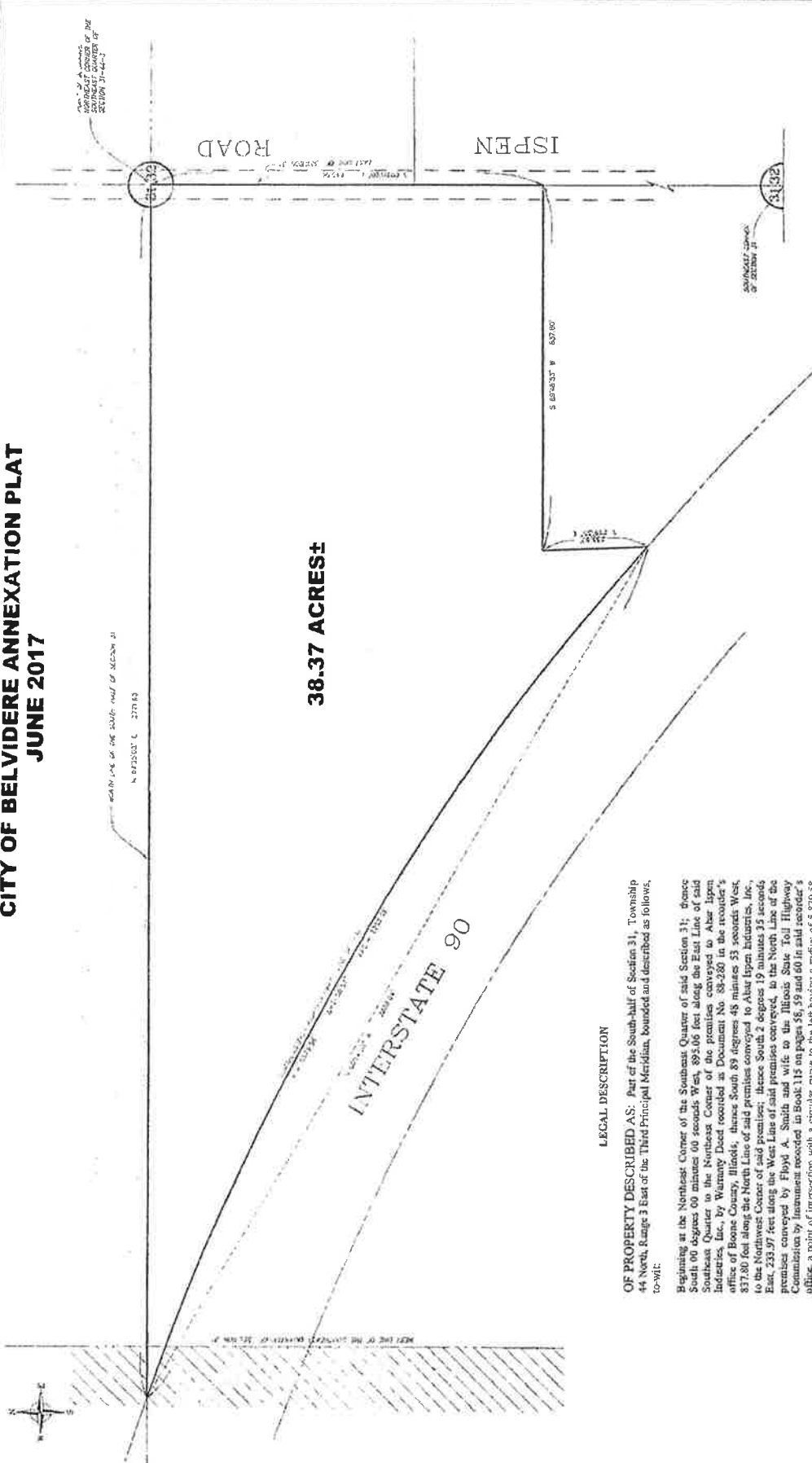
CITY OF BELVIDERE ANNEXATION PLAT JUNE 2017

MEAN LINE OF THE SOUTH HALF OF SECTION 31
N 87°25'02" E 2771.63'

38.37 ACRES±

INTERSTATE 90

ISPEN ROAD



LEGEND

- BOUNDARY OF ANNEXATION (APPROXIMATE)
- BOUNDARY OF SECTION 31
- EXISTING CONGRESSIONAL LOTS OF BELVIDERE
- EXISTING CONGRESSIONAL LOTS OF BELVIDERE

LEGAL DESCRIPTION

OF PROPERTY DESCRIBED AS: Part of the South-half of Section 31, Township 44 North, Range 3 East of the Third Principal Meridian, bounded and described as follows, to-wit:

Beginning at the Northwest Corner of the Southeast Quarter of said Section 31; thence South 00 degrees 00 minutes 00 seconds West, 895.06 feet along the East Line of said Southeast Quarter to the Northeast Corner of the premises conveyed to Aber Ippen Industries, Inc., by Warranty Deed recorded in Document No. 88-280 in the recorder's office of Boone County, Illinois; thence South 89 degrees 48 minutes 53 seconds West, 837.80 feet along the North Line of said premises conveyed to Aber Ippen Industries, Inc., to the Northwest Corner of said premises; thence South 2 degrees 19 minutes 35 seconds East, 233.97 feet along the West Line of said premises conveyed, to the North Line of the premises conveyed by Floyd A. Smith and wife to the Illinois State Toll Highway Commission by instrument recorded in Book 115 on pages 36, 39 and 40 in said recorder's office, a point of intersection with a circular curve to the left having a radius of 2,879.38 feet; thence Northwest along said circular curve to the left, being the Northerly Line of said premises conveyed to the Illinois State Toll Highway Commission, to the North Line of the South-half of said Section 31, and the intersection with its chord bearing of North 69 degrees 14 minutes 00 seconds West, 2238.64 feet; thence North 89 degrees 35 minutes 02 seconds East, 2771.63 feet along said North Line, to the Place of Beginning, containing 38.37 acres, all situated in the Township of Belvidere, the County of Boone and the State of Illinois.

SURVEY TECH A DIVISION OF C.E. & M. PROFESSIONAL SURVEYING LICENSE NO. 104-00250 ILLINOIS SURVEYING BOARD LICENSE # 028	
DATE: 6-27-2017	SCALE: 1" = 100'
BELVIDERE ANNEXATION PLAT	
BOONE COUNTY, ILLINOIS	

EXHIBIT C

SITE PLAN

EXHIBIT D

SEWER PLAN AND CONSTRUCTION

Owner shall submit a preliminary sewer plan, in conformance with all City ordinances and regulations, to the City, for review and approval, prior to issuance of any building permits or construction of any structure on the Property, with the exception of a scale house for the mining activities. The sewer plan shall show, the extension of all City sewer mains to the Property and to the far side of the Property as reasonably required by the City which may include oversizing of facilities to accommodate other potential users of the sewer system. Owner shall, at Owner's cost, construct the sewer system in conformance to the sewer plan prior to the issuance of any building permits other than those issued for mining activities and not later than one year after rezoning the property to Corporate Center Zoning. In the event that the sewer system is oversized to accommodate other future users of the system, the Owner and City shall agree to a reasonable recapture fee which will not be based upon a front foot basis to a road, but shall be based upon the total cost of construction divided by the number of potential users of the facilities as determined by the City.

EXHIBIT E
SEWER FEES

Owner shall pay the Sewer Connection Fees at the rate then in effect by ordinance at the time of connection of any structure to the City's sewer system.

EXHIBIT F

WATER DESIGN AND CONSTRUCTION PLAN

Owner shall submit a preliminary water design plan, in conformance with all City ordinances and regulations, to the City, for review and approval, prior to issuance of any building permits or construction of any structure on the Property, with the exception of a scale house for the mining activities. The water design plan shall show the extension of all City water mains to the Property and to the far side of the Property as reasonably required by the City which may include oversizing of facilities to accommodate other potential users of the sewer system. Owner shall, at Owner's cost, construct the water system in conformance to the water design plan prior to the issuance of any building permits other than those issued for mining activities and not later than one year after re-zoning the property to Corporate Center Zoning. In the event that the water system is oversized to accommodate other future users of the system, the Owner and City shall agree to a reasonable recapture fee which will not be based upon a front foot basis to a road, but shall be based upon the total cost of construction divided by the number of potential users of the facilities as determined by the City.

EXHIBIT G

WATER FEES

Owner shall pay the Water Connection Fees at the rate then in effect by ordinance at the time of connection of any structure to the City's water system.

EXHIBIT H

PRELIMINARY PLAT

Intentionally omitted until time of re-development as Corporate Center.

EXHIBIT I

OFFSITE IMPROVEMENTS

Owner(s) agree and understand that certain offsite improvements will be required as a part of any development of the Property. Owner(s) agree that offsite improvements required under the City's Subdivision Code shall be required with respect to the Property whether Owner(s) subdivide the Property or not. Such offsite improvements include, but are not limited to, installation of curb and gutter on Ipsen road contiguous to the Property. Owner shall submit a plan, reasonably acceptable to the City, with all required offsite improvements prior to construction prior to issuance of building permits and construction of any structure on the Property.

EXHIBIT J

ANNEXATION FEE SCHEDULE

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 | \$1,900 |
| 2) | Bike Path Planning and Capital Improvements: | \$50.00 per acre | \$1,900 |
| 3) | Well Site/Reservoir Planning and Improvements: | \$50.00 per acre | \$1,900 |
| 4) | Sewer System Planning and Expansion: | \$50.00 per acre | \$1,900 |
| 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. | See attached. Apply if * residential development. | |
| 8) | IDA Public Library: | \$80.00 per lot (per unit in * multi-family). | |
| 9) | Storm Water Basin Fee: | Not applicable as property | |
| 10) | Other Basin Fees: | has pre-existing storm water basin. | |
| 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. | | |

* To be paid at time of building permit.

- 12) Owner agrees to pay, upon annexation, any applicable recapture previously adopted by the City or as set forth in this Agreement.

BELVIDERE SCHOOL DONATION FORMULA

	Acres/School	Max. Students	Acres/Student
Elementary School	16	600	0.026667
Junior High	30	900	0.033
7th & 8th			
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. Apartment \$/Student	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	Student/Apt.	Fee
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	Student/Apt.	Fee
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	Student/Apt.	Fee
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	Student/Apt.	Fee
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	Student/Apt.	Fee
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	Student/Apt.	Fee
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	Student/Apt.	Fee
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
TOTAL			\$739.20

	3 Bed S.F. Detached	Student/Apt.	Fee
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	Student/Apt.	Fee
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

**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

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 du

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

EXHIBIT K

ADDENDUM OF MODIFICATIONS TO STANDARD AGREEMENT

1) The City and Owner(s) agree that notwithstanding any other provision in this Agreement and any other resolution or ordinance of the City of Belvidere, including but not limited to the City of Belvidere Zoning ordinance (150.001 et seq. of the City of Belvidere Municipal Code), Owner(s) may engage in the business of Mineral Extraction or Mining (hereinafter Mining) upon the Property for a period of fifteen (15) years after the date of this Agreement. All Mining activities shall cease no later than the date which is (15) years after the date of this Agreement.

For purposes of this Agreement, Mineral Extraction or Mining shall mean the extraction of any materials including but not limited to sand and gravel from the Property by means of underwater dredging on the Property and shall not mean any other form of mining or mineral extraction. Owner(s) shall not employ any explosives for mining purposes on the Property. Owner(s) shall not engage in any concrete or asphalt recycling operations or any form of manufacturing or production operations, including but not limited to batch plant operations, on the Property. All materials mined or extracted from the Property shall be considered Aggregates for purposes of this Agreement.

2) **Operations:**

- a) Stockpiling of any Aggregate shall not be visible from Ipsen Road, the Northern property line adjacent to the stockpile and processing area or the Southerly property line of the Property. Upon annexation, Owner shall install and maintain the berms and screening identified in the Operations Plan prepared by CES Engineering and dated July 14, 2016 (the Operations Plan) (attached hereto as Exhibit K-1). No mining activities shall occur until such time as all required berms are constructed and landscaping is complete.
- b) Notwithstanding the requirements of the City of Belvidere Zoning Code, Owner(s) shall not erect a berm along the property adjacent to the Boone County Conservation District. Instead, the Owner(s) shall plant and maintain such trees and other vegetation as reasonably required by the Boone County Conservation District (permissible / required species are identified in Exhibit K-2 below). A 30 foot average width border buffer area will be established, by Owner(s) along the common border with the Boone County Conservation District (BCCD) and seeded with native prairie grass. Owner(s) shall remove trees identified by the BCCD and replace those trees with trees approved by the BCCD.
- c) Owner shall construct a temporary berm, to the reasonable approval of the City and the property owner to the South of the Property, of 20 feet in height and next to an existing tree line. Owner shall not remove any existing trees on the border between Ipsen Industries Inc. and the Property without the express written consent

of Ipsen Industries Inc. or their successor in interest. The berm shall be erected within one (1) year of the date of this Agreement and shall be seeded with grass seed and additional trees approved by the City (permissible and required species are identified in Exhibit K-2 below). The berm shall be removed in the final Phase of the project as a part of the Reclamation Plan.

- d) A Silt fence shall be installed for wetland #5 to protect against siltation from the West berm construction and the temporary crossing which will be allowed for Owner(s) performance of the operations and reclamation plans. After vegetation is successfully established on the West berm and the temporary crossing is restored, Owner(s) shall remove the silt fence.
- e) Owner(s) shall install five (5) shallow water monitoring wells (the Wells) and locations specified by the BCCD and equip the Wells with lockable hinged caps to facilitate installation of data loggers by the BCCD. Owner shall reimburse the BCCD for the actual cost of the data loggers at an amount not to exceed \$2,000.00.
- f) Owner(s) shall purchase and install a staff gauge in the lake area pursuant to the Reclamation Plan.
- g) Owner(s) shall, if requested by BCCD, modify the operations plan to extend the lake to the BCCD property to the North to allow lake access for a fishing pier. The BCCD must exercise this option within five (5) years of the commencement of dredging operations.
- h) A lake shall be created at the site as a result of dredging operations. The lake and surrounding open areas designated on the reclamation plan, will have an open space deed restriction and remain in private ownership as a part of the corporate campus development contemplated by this Agreement and the contemporaneously approved special use.
- i) Owner(s) agree to operate the Property in conformance with the Operation Plan, this Agreement, and relevant City ordinances and Codes. The mining shall be phased such that the mined area closest to the southern property owner shall not be excavated until Phase III of the operations plan and after other excavation is complete.
- j) The City shall be allowed reasonable access to the Property, during regular business hours, to inspect the Property for compliance with this Agreement and relevant State, Federal and City laws, ordinances and regulations.
- k) The hours of operation for Mining Activities shall be from 6:00 a.m. to 6:00 p.m., weekdays and 6:00 a.m. to 2:00 p.m. Saturdays. This operating hours accommodation shall allow for extended or altered hours of operations, if reasonably approved by the City, permitting the Owner(s) to conduct Extraction

Operations as needed on a temporary basis when reasonably necessary to meet the requirements of specific projects. Examples of projects that extended hours are reasonable include: specified projects for the Illinois Department of Transportation; the Illinois Toll Highway Authority; and other state, federal and local government projects.

- l) The operator shall provide the City with an annual schedule showing all permits and bonds applicable to the facility.
 - m) The operator shall require all hauling vehicles under its control to maintain appropriate covers over their loads to prevent any spillage of a load. The operator shall use its best efforts to cause hauling vehicles not under its control to cover loads with tarps.
 - n) The operator shall comply with all City ordinances and state regulations governing storm water management, erosion, and sediment control.
 - o) Operations shall be configured and flow in the manner and according to the phases depicted on the Operations Plan prepared by CES Engineering and dated July 14, 2016. Stockpiling and processing shall be limited to the areas depicted on the Operations Plan. The City agrees to allow Owner access to Ipsen Road as depicted on the Operations Plan.
 - p) Owner(s) shall pave and maintain as a solid paved surface all vehicle access and driveway areas including, but not limited, to the driveway from the entrance to any stockpiled materials.
 - q) Owner(s) shall, at Owner(s) cost, cause a visible emissions particulate measurement to be taken at an existing dredge mining facility which measurements shall not be exceeded at the Property and to provide annual visible emissions particulate measurements to be taken at the Property, during the summer months. The results of said measurements shall not exceed any Illinois environmental Protection agency, federal or local standards and shall be provided to the City and the adjacent property owners promptly upon Owner(s) receiving the measurements. The City or an adjoining property owner may access the Property (with 24 hour notice) for purposes of performing their own additional measurements.
- 3) Owner(s) agrees to pay all costs of all inspections of the Property performed by the City or its agents, pursuant to City Codes and ordinances or authorized under this Agreement or State law.

4) Owner(s) shall pay all applicable fees and charges as established by the City from time to time at the rate in effect at the time said fees and charges are due and payable, provided such fees and charges are originated under an ordinance or other lawful action of general applicability.

5) During the term of this Agreement, and any extension thereof, Owner(s) shall conduct all operations in compliance with the statutes, rules and regulations of the State of Illinois, the United States of America, their departments, agencies and bureaus, including, but not limited to, the Department of Mines and Minerals, the Illinois and Federal Environmental Protection Agencies, and specifically including the statutory requirements of the Surface-Mined Land Conservation and Reclamation Act. Where the Agreement or a local ordinance is more restrictive than applicable law or regulation and where the matter is not pre-empted by state or federal law or regulation, the more restrictive provisions of this Agreement or a local ordinance shall apply. Owner(s) agree to provide any reports, filings or other documents, in any form or format required by the State of Illinois or the United States of America, to the City upon request. Further, Owner(s) shall, within 10 days of receipt, provide the City a copy of all correspondence, reports or any documents of any kind in any format received from any department or agency of the United States of America or the State of Illinois, including but not limited to, any notice of a violation of any applicable rules, regulations, policies or any law whatsoever.

If any negative environmental impacts occur on neighboring properties directly related to the mining operations, then the Owner(s) shall immediately cease mining operations until such time as the cause of the negative environmental impacts is cured. This provision shall not be deemed to limit any private cause of action any third party may have against Owner(s) related to any impact upon their property.

6) **Host Fee:**

- a) Except as otherwise provided for in this Agreement, upon the execution of this Agreement, and for as long as the extraction of Aggregates, including any activities that are ancillary to these activities (collectively referred to as the "Extraction Operations) are in operation on the Property, Owner(s) shall pay the City a Host Fee based upon the total tonnage of Aggregates transported from the Property including any portion of such materials that are processed on site into some other form such as asphalt or concrete. The Owner(s) shall maintain accurate records of all Aggregates mined and transported from the Property including any portion of such materials that are processed on site into some other form such as asphalt or concrete. If the City's authority to permit the mining/dredging on the Property shall cease or be suspended, the Owner(s) obligation to pay a Host Fee shall cease until such time as the City's authority is reinstated.
- b) The Host Fee shall be \$.18 cents per ton of Aggregate. All Host Fees shall be paid monthly within twenty (20) days after the last day of the month to which the fee relates. In no event shall the Host Fee be less than \$10,000.00 annually. In the event that the Host Fees paid on a monthly basis, during any calendar year, are less than the minimum amount specified above, the deficiency shall be paid

within thirty days of the last day of the year. The quantity of Aggregates transported from the Property shall be determined by utilization of a scale provided by Owner(s) which shall be maintained by Owner(s) and shall at all times be certified as accurate by the appropriate governmental agency. The City shall be entitled to review and inspect the inspection reports and calibrations upon request. At the time the Host Fee is paid each month, Owner(s) shall also provide a report of the total quantities of Aggregate removed and transported from the Property during the applicable period.

- c) As of January 1 following the first full calendar year (January through December) after the effective date of this Agreement, the Host Fee shall be increased by the same percentage as the percentage increase for the preceding year in the CPI-U (All Urban Consumer Price Index). If the CPI-U index is no longer published, the City and Owner(s) shall jointly designate a comparable index for calculating any increases in the Host Fee.
- d) The Owner(s) shall keep complete and accurate books and records relating to the determination of the Host Fee. Owner(s) shall deliver to the City monthly reports showing the quantity of Aggregate products sold from the Property during the preceding month. The reports and records shall be originated and maintained in accordance with Generally Accepted Accounting Practices. Owner shall allow the City access to all such books and records upon reasonable request. In the event any audit or review of reports or records reveals an underpayment of Host Fees, the Owner(s) shall, within seven (7) days, pay the City the amount of such underpayment plus interest at the rate of twelve percent 12% compound interest per annum from the date the Host Fee was due and shall reimburse the City for the cost of any such audit or review as well as the cost of collection of past due Host Fees, or any other fee due under this Agreement, including, but not limited to the cost of any legal or other professional fees and costs.
- e) In the event that Aggregate from the Property is incorporated into other products such as concrete or asphalt prior to being transported from the Property, the quantity of aggregate upon which the Host Fees are payable shall be based upon the weight of the Aggregates incorporated into the other product.

7) Road Improvements and Maintenance. The Owner(s) shall be responsible for the repair or replacement of the asphalt surface and shoulder stone of Ipsen Road from the Union Pacific Railroad to Newburg Road which is necessary to accommodate the use of the road by vehicles having a gross weight of 80,000 pounds. The Owner(s) with the City shall at least annually inspect the roadway and Owner(s) shall perform any maintenance or repairs that may be required. Further, Owner(s) shall make other repairs reasonably deemed necessary by the City or the division of local government with maintenance jurisdiction of Ipsen Road when deemed necessary by the City or such other unit of government. Owner(s) shall pay the cost of an additional two (2) inches of bituminous material from the Property entrance South to the Union Pacific Railroad upon request of the City. In the event that, in addition to Owner(s), another quarry or mining operation operating with the City of Belvidere uses the same segment of Ipsen

Road as the vehicles accessing the Property, the Owner(s)' share of the cost of maintenance shall be decreased in proportion to the other's use of Ipsen Road. If the City and Owner(s) cannot agree on the reduced proportion, then the parties shall refer the matter to an independent traffic engineer for a final binding determination.

8) Owner(s) agrees that the City, including the City's Police Department, may use the certified truck weigh scale on the Property, for no charge, from time to time. If the City uses the scale outside of regular operating hours, it shall notify the Owner of each instance of use. The City agrees to indemnify and hold Owner(s) harmless from any claim, liability or cause of action arising out of the City's use of the scale, excepting those claims, liabilities or causes of action arising out of or caused in part by the Owner(s) own negligence or malfeasance.

9) **Site Development and Reclamation:**

- a) Upon cessation of mining activities the Property shall be reclaimed and developed pursuant to the Reclamation Plan prepared by CES Engineering and dated June 6, 2017 (the Reclamation Plan is attached hereto and incorporated herein as Exhibit K-3. The Property will be developed and used as a corporate center or similar use and shall remain in private ownership. The City and Owner(s) agree that upon cessation of mining activities and removal of all mining equipment and material, the portion of the Property designated on the Reclamation Plan as Corporate Center will be subdivided from the remainder and rezoned as Corporate Center zoning district. The remainder of the Property will remain zoned as Rural Holding. Owner(s) shall file the appropriate petition to rezone upon execution of this Agreement. However, Owner(s) agree that (i) they will execute or re-execute any documents necessary to effectuate the rezoning contemplated in this section and (ii) the City may re-zone the Property without any further application or notice to Owner(s) at the time contemplated in this Agreement. The Property will be developed only as a Planned Unit Development with such reasonable conditions required by the City. No building permit shall be issued and no construction of any structure shall be performed prior to approval of a Planned Development for the Corporate Center.
- b) That part of the Property used for Extraction Operations shall be allowed to fill with water to form a lake. The shoreline shall be sloped (3:1) to provide a stable and gradual transition from the surface land elevation to the estimated mean water level. The Lake shall contain a subsurface safety shelf no less than 12 feet in width with a 5:1 slope and a depth of no more than 3 feet around the lake perimeter to provide for a gradual underwater fall off of the shoreline.
- c) The lake shall be stocked with fish at the time, in numbers and species to be determined by the Boone County Conservation District.

- d) The portion of the Property located outside of the Industrial Complex (that portion remaining in the Rural Holding zoning district), shall be reclaimed pursuant to Exhibit K-1 through planting and maintenance of trees, grasses and other planting reasonably acceptable to the City and as identified in the attached Exhibit K-2. Owner(s) shall maintain the Property in a clean and natural condition, including but not limited to, the Lake, all trees and other plantings. The City shall have the right, but not the obligation, to periodically inspect the Lake and Property to ensure successful planting, and maintenance of all vegetation, as well as plants and trees on the reclaimed land.
- e) The Reclamation Plan shall be implemented and maintained by the Owner(s) of any part of the Property, or their successors and assigns, in compliance with the Reclamation Plan incorporated in this Agreement, or as amended by the Planned Development Ordinance.
- f) In the event the Owner(s) is not required to or fails to obtain a reclamation bond for the Property pursuant to the Surface Mine Land Conservation and Reclamation Act, the operator shall provide a bond (or other surety reasonably acceptable to the City) payable to the City to secure the performance of the reclamation plan for the property. The bond provided to the City shall be in the amount of \$66,500.00. Any bond procured by Owner(s) shall provide that it may not expire or be cancelled without sixty (60) days prior written notice to the City and the event of cancellation or failure of Owner(s) to provide a replacement bond within thirty (30) days of the City's receipt of notice of cancellation or expiration shall, in addition to any other basis for calling said bond, be a basis for the City to call upon said bond. The Owner(s) may request a one-time reduction in the amount of the required bond to \$25,000.00 after all non-aquatic reclamation, other than the area identified on the Operations Plan in the North East quadrant of the Property for stockpiling and processing, is complete and approved by the City.
- g) All equipment and other improvements to the Property that are used for mining activities shall be immediately removed upon cessation of all mining activities on the Property, provided, however, that all stockpiled materials shall be removed or re-graded within one year after the cessation of all dredging activities. During this period the Owner(s) shall be entitled to maintain on the property and use any equipment necessary for the proper loading, delivery and weighing of material to wind-up mining activities and implement the reclamation plan. During this period, the operator may not store or stockpile any materials that were not actually mined from the Property.
- h) For that portion of the Property lying outside of the seven (7) acre Corporate Center Complex, shown on the Reclamation Plan, Owner(s) shall complete all

work required by the reclamation plan within 18 months of the cessation of mining activities (dredging).

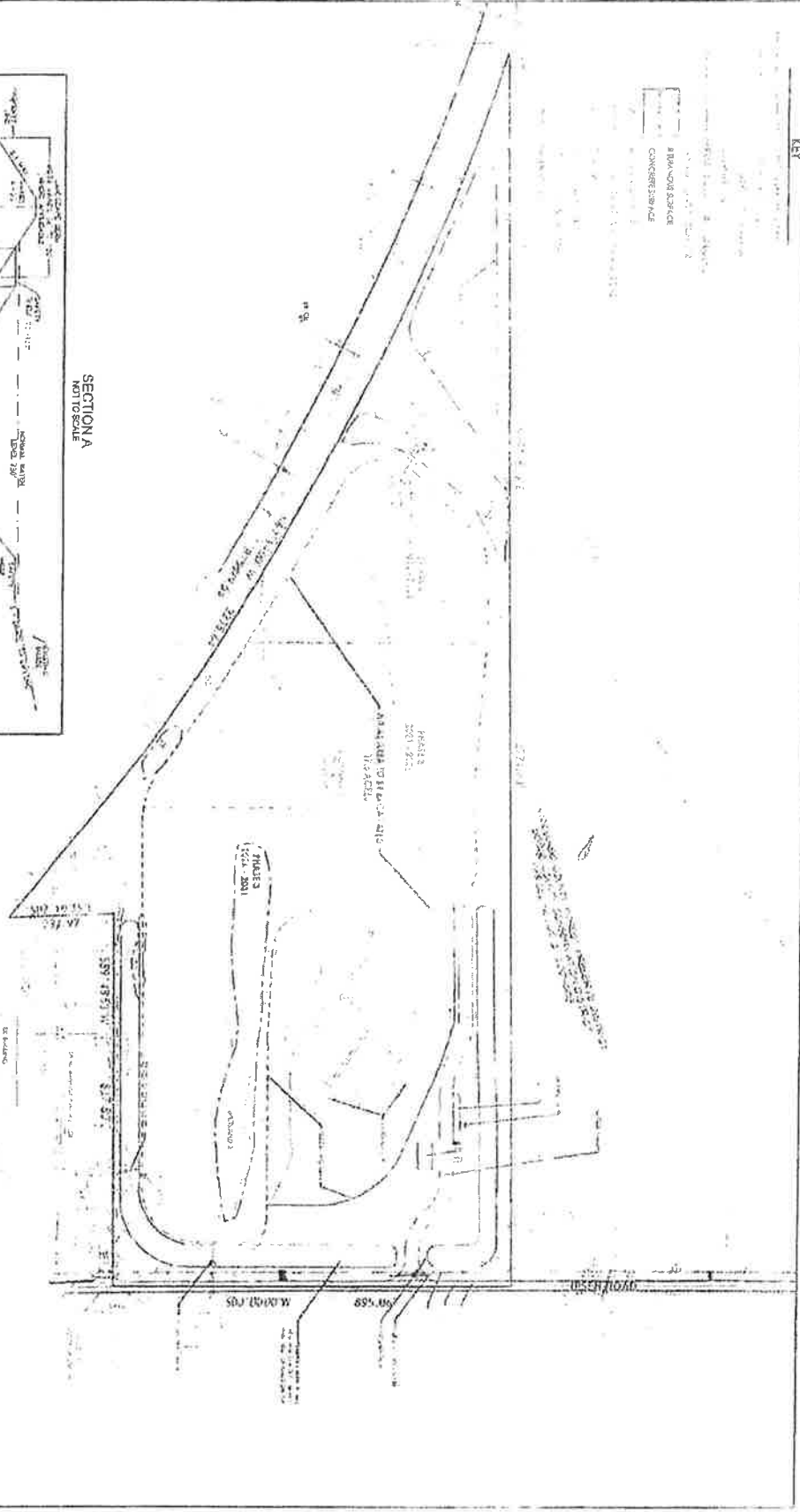
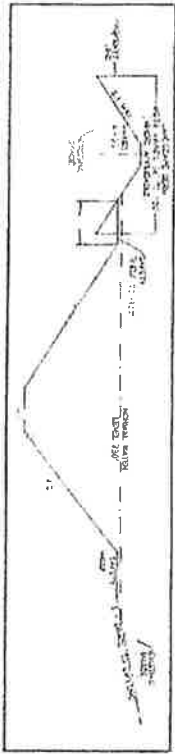
10) Owner(s) shall locate their sales office for all sales from the Property within the City of Belvidere so as to ensure that any sales taxes generated from Aggregate sales occur within the City of Belvidere for tax purposes.

K-1

OPERATION PLAN

KEY

- ARMON GARAGE
- CONCRETSURFACE



NO.	DATE	REVISION

Acceptable Land Plantings:**Seed mix for berms**

Native Grassland Seed Mix	1 Acre	
<i>Genus/species</i>	<i>Common Name</i>	<i>Amount</i>
Forbs:		
<i>Agalinis tenuifolia</i>	Slender False Foxglove	1/4 oz
<i>Agastache scrophulariaefolia</i>	Purple Giant Hyssop	1/2 oz
<i>Allium cernuum</i>	Nodding Onion	4 oz
<i>Amorpha canescens</i>	Leadplant	4 oz
<i>Anemone cylindrica</i>	Thimbleweed	3 oz
<i>Antennaria plantaginifolia</i>	Pussy Toes	1/4 oz
<i>Apocynum sibiricum</i>	Dogbane	1/4 oz
<i>Aquilegia canadensis</i>	Columbine	1 oz
<i>Artemisia caudata</i>	Beach Wormwood	1/4 oz
<i>Asclepias syriaca</i>	Common Milkweed	3 oz
<i>Asclepias tuberosa</i>	Butterfly Weed	3 oz
<i>Asclepias verticillata</i>	Whorled Milkweed	2 oz
<i>Aster azureus</i>	Sky-blue Aster	1 oz
<i>Aster ericoides</i>	Heath Aster	1/2 oz
<i>Aster laevis</i>	Smooth Blue Aster	2 oz
<i>Aster novae angliae</i>	New England Aster	2 oz
<i>Astragalus canadensis</i>	Canadian Milk Vetch	2 oz
<i>Baptisia australis</i>	Blue Wild Indigo	3 oz
<i>Baptisia leucantha</i>	White Wild Indigo	3 oz
<i>Baptisia leucophaea</i>	Cream Wild Indigo	2 oz
<i>Blephilia ciliata</i>	Ohio Horse Mint	1 oz
<i>Cacalia atriplicifolia</i>	Pale Indian Plantain	2 oz
<i>Cassia hebecarpa</i>	Wild Senna	4 oz
<i>Ceanothus americanus</i>	New Jersey Tea	2 oz
<i>Coreopsis lanceolata</i>	Sand Coreopsis	8 oz
<i>Coreopsis palmata</i>	Prairie Coreopsis	3 oz
<i>Coreopsis tripteris</i>	Tall Coreopsis	2 oz
<i>Dalea candida</i>	White Prairie Clover	3 oz
<i>Dalea purpurea</i>	Purple Prairie Clover	6 oz
<i>Desmodium canadense</i>	Showy Tick Trefoil	4 oz
<i>Desmodium illinoense</i>	Illinois Tick Trefoil	5 oz
<i>Dodecatheon meadia</i>	Shooting Star	3 oz

<i>Echinacea pallida</i>	Pale Purple Coneflower	5 oz
<i>Eryngium yuccifolium</i>	Rattlesnake Master	6 oz
<i>Gentiana andrewsii</i>	Bottle Gentian	1/2 oz
<i>Gentiana flavida</i>	Cream Gentian	2 oz
<i>Gentiana quinquefolia occidentalis</i>	Stiff Gentian	1/2 oz
Genus/species	Common Name	Amount
<i>Gnaphalium obtusifolium</i>	Old-field Balsam	1/2 oz
<i>Helianthus mollis</i>	Downy Sunflower	1 oz
<i>Helianthus occidentalis</i>	Western Sunflower	1 oz
<i>Heliopsis helianthoides</i>	False Sunflower	2 oz
<i>Heuchera richardsonii</i>	Prairie Alum Root	1/2 oz
<i>Hieracium canadense fasciculatum</i>	Canada Hawkweed	1/2 oz
<i>Kuhnia eupatorioides corymbulosa</i>	False Boneset	1 oz
<i>Lespedeza capitata</i>	Round-headed Bush Clover	2 oz
<i>Lespedeza virginica</i>	Slender Bush Clover	2 oz
<i>Liatris aspera</i>	Rough Blazing Star	2 oz
<i>Liatris pycnostachya</i>	Prairie Blazing Star	3 oz
<i>Lobelia spicata</i>	Pale-spiked Lobelia	1/4 oz
<i>Lupinus perennis</i>	Wild Lupine	2 lbs
<i>Monarda fistulosa</i>	Wild Bergamot	1/2 oz
<i>Parthenium integrifolium</i>	Wild Quinine	4 oz
<i>Penstemon digitalis</i>	Foxglove Beard Tongue	1 oz
<i>Penstemon grandiflorus</i>	Large-flowered Beard Tongue	1 oz
<i>Penstemon hirsutus</i>	Hairy Beard Tongue	1 oz
<i>Penstemon pallidus</i>	Pale Beard Tongue	1 oz
<i>Polemonium reptans</i>	Jacob's Ladder	1 oz
<i>Potentilla arguta</i>	Prairie Cinquefoil	1/2 oz
<i>Pycnanthemum pilosum</i>	Hairy Mountain Mint	1/2 oz
<i>Pycnanthemum tenuifolium</i>	Slender Mountain Mint	1/2 oz
<i>Ratibida pinnata</i>	Yellow Coneflower	1 oz
<i>Rosa blanda</i>	Early Wild Rose	4 oz
<i>Rosa carolina</i>	Pasture Rose	1 oz
<i>Rudbeckia subtomentosa</i>	Sweet Black-eyed Susan	1 oz
<i>Rudbeckia triloba</i>	Brown-eyed Susan	1/2 oz
<i>Ruellia humilis</i>	Wild Petunia	3 oz
<i>Senecio plattensis</i>	Prairie Ragwort	1 oz
<i>Silene regia</i>	Royal Catchfly	2 oz
<i>Silene stellata</i>	Starry Champion	1 oz
<i>Silphium integrifolium</i>	Rosin Weed	2 oz
<i>Silphium laciniatum</i>	Compass Plant	4 oz
<i>Silphium terebinthinaceum</i>	Prairie Dock	2 oz

<i>Solidago graminifolia</i>	Grass-leaved Goldenrod	1/2 oz
<i>Solidago rigida</i>	Stiff Goldenrod	2 oz
<i>Solidago speciosa</i>	Showy Goldenrod	1 oz
<i>Teucrium canadense</i>	Germander	1 oz
<i>Thalictrum dasycarpum</i>	Purple Meadow Rue	3 oz
Genus/species	Common Name	Amount
<i>Tradescantia ohiensis</i>	Common Spiderwort	1 lb
<i>Triosteum perfoliatum</i>	Late Horse Gentian	2 oz
<i>Verbena stricta</i>	Hoary Vervain	3 oz
<i>Veronicastrum virginicum</i>	Culver's Root	1/4 oz
<i>Zizia aptera</i>	Heart-leaved Golden Alexanders	3 oz
<i>Zizia aurea</i>	Golden Alexanders	8 oz
Graminoids:		
<i>Andropogon scoparius</i>	Little Bluestem	5 lbs
<i>Bouteloua curtipendula</i>	Sideoats Grama	10 lbs
<i>Bromus kalmii</i>	Prairie Brome	10 lbs
<i>Carex bicknellii</i>	Copper-shouldered Oval Sedge	3 oz
<i>Carex brevior</i>	Plains Oval Sedge	4 oz
<i>Carex gravida</i>	Long-awned Bracted Sedge	2 oz
<i>Carex molesta</i>	Field Oval Sedge	3 oz
<i>Elymus canadensis</i>	Canada Wild Rye	8 oz
<i>Panicum oligosanthos scribnerianum</i>	Scribner's Panic Grass	6 oz
<i>Panicum virgatum</i>	Switch Grass	1 oz
<i>Sorghastrum nutans</i>	Indian Grass	1 oz
<i>Spartina pectinata</i>	Cord Grass	3 oz
<i>Sphenopholis obtusata</i>	Prairie Wedge Grass	1 lb
<i>Sporobolus heterolepis</i>	Prairie Dropseed	6 oz
<i>Stipa spartea</i>	Porcupine Grass	4 oz

Seed mix for bufferyards and non-disturbed areas

Shore Line: Sweet flag, cat tail, burr reed, round stemmed bulrushes, arrowhead and watershield.

Other non-shoreline:

<i>Genus/species</i>	<i>Common Name</i>	<i>Amt. Needed</i>
<i>Forbs:</i>		
<i>Acorus calamus</i>	Sweet Flag	2 oz
<i>Allium cernuum</i>	Nodding Wild Onion	2 oz
<i>Anemone canadensis</i>	Meadow Anemone	1 oz
<i>Angelica atropurpurea</i>	Angelica	4 oz
<i>Asclepias incarnata</i>	Swamp Milkweed	4 oz
<i>Aster novae-angliae</i>	New England Aster	2 oz
<i>Aster puniceus</i>	Swamp Aster	2oz
<i>Aster umbellatus</i>	Flat-topped Aster	2 oz
<i>Astragalus canadensis</i>	Canada Milk Vetch	3 oz
<i>Baptisia leucantha</i>	White Wild Indigo	3 oz
<i>Bidens coronata</i>	Tall Swamp Marigold	1 oz
<i>Boltonia asteroides</i>	False Aster	2 oz
<i>Cacalia plantaginea</i>	Prairie Indian Plantain	½ oz
<i>Cacalia suaveolens</i>	Sweet Indian Plantain	1 oz
<i>Caltha palustris</i>	Marsh Marigold	¼ oz
<i>Cassia hebecarpa</i>	Wild Senna	3 oz
<i>Coreopsis tripteris</i>	Tall Coreopsis	1 oz
<i>Eryngium yuccifolium</i>	Rattlesnake Master	2 oz
<i>Eupatorium maculatum</i>	Spotted Joe Pye Weed	½ oz
<i>Eupatorium perfoliatum</i>	Common Boneset	½ oz
<i>Gentiana andrewsii</i>	Bottle Gentian	¼ oz
<i>Gentiana flavida</i>	Cream Gentian	½ oz
<i>Helenium autumnale</i>	Sneezeweed	1 oz
<i>Heliopsis helianthoides</i>	False Sunflower	3 oz
<i>Heuchera richardsonii</i>	Prairie Alum Root	¼ oz
<i>Hypericum pyramidatum</i>	Great St. John's Wort	½ oz
<i>Iris virginica shrevei</i>	Blue Flag	2 oz
<i>Liatris pycnostachya</i>	Prairie Blazing Star	2 oz
<i>Lobelia cardinalis</i>	Cardinal Flower	¼ oz
<i>Lobelia siphilitica</i>	Great Blue Lobelia	¼ oz
<i>Mentha arvensis villosa</i>	Wild Mint	1/8 oz
<i>Monarda fistulosa</i>	Wild Bergamot	1 oz
<i>Napaea dioica</i>	Glade Mallow	3 oz
<i>Pedicularis lanceolata</i>	Marsh Betony	1 oz
<i>Penthorum sedoides</i>	Ditch Stonecrop	1/8 oz
<i>Physostegia virginiana</i>	Obedient Plant	2 oz
<i>Pycnanthemum virginianum</i>	Common Mountain Mint	¼ oz
<i>Rudbeckia hirta</i>	Black-eyed Susan	½ oz
<i>Rudbeckia laciniata</i>	Wild Golden Glow	1 oz

Rudbeckia subtomentosa	Sweet Black-eyed Susan	1 oz
Rudbeckia triloba	Brown-eyed Susan	1 oz
Scutellaria laterifolia	Mad-dog Skullcap	1/8 oz
Silphium integrifolium	Rosin Weed	3 oz
Silphium laciniatum	Compass Plant	3 oz
Silphium perfoliatum	Cup Plant	3 oz
Silphium terebinthinaceum	Prairie Dock	1 oz
Solidago riddellii	Riddell's Goldenrod	½ oz
Thalictrum dasycarpum	Purple Meadow Rue	2 oz
Tradescantia ohiensis	Spiderwort	2 oz
Verbena hastata	Blue Vervain	½ oz
Veronia altissima	Tall Ironweed	2 oz
Veronia fasciculata	Common Ironweed	2 oz
Veronicastrum virginicum	Culver's Root	1/8 oz
Zizia aurea	Golden Alexanders	2 oz
<i>Shrubs:</i>		
Physocarpus opulifolius	Ninebark	1 oz
<i>Grasses:</i>		
		5 lbs
Bromus ciliatus	Fringed Brome	1 lb
Carex bebbii	Bebb's Oval Sedge	1 oz
Carex crinita	Fringed Sedge	1 oz
Carex retrosa	Deflexed Bottle-brush Sedge	2 oz
Carex scoparia	Lance-fruited Oval Sedge	1 oz
Carex squarrosa	Narrow-leaved Cattail Sedge	2 oz
Carex vulpinoidea	Brown Fox Sedge	1 oz
Elymus Canadensis	Canada Wild Rye	1 lb
Elymus virginicus	Virginia Wild Rye	2 lb
Juncus torreyi	Torrey's Rush	1 ½ oz
Scirpus atrovirens	Dark Green Bulrush	2 oz
Spartina pectinata	Cord Grass	1 lb
		5lbs 11 ½ oz
67 species		10 lbs
		11 ½ oz

Acceptable Trees:

Burr Oak

Local Eco Type Hickory

Not listed species shall not be introduced without the written permission of the City of Belvidere.

K-3

RECLAMATION PLAN

DATE: 12/15/11

PROJECT: [Illegible]

SCALE: [Illegible]

BY: [Illegible]

CHECKED BY: [Illegible]

APPROVED BY: [Illegible]

DATE: 12/15/11

PROJECT: [Illegible]

SCALE: [Illegible]

BY: [Illegible]

CHECKED BY: [Illegible]

APPROVED BY: [Illegible]

DATE: 12/15/11

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DATE: 12/15/11

PROJECT: [Illegible]

SCALE: [Illegible]

BY: [Illegible]

CHECKED BY: [Illegible]

APPROVED BY: [Illegible]

DATE: 12/15/11

PROJECT: [Illegible]

SCALE: [Illegible]

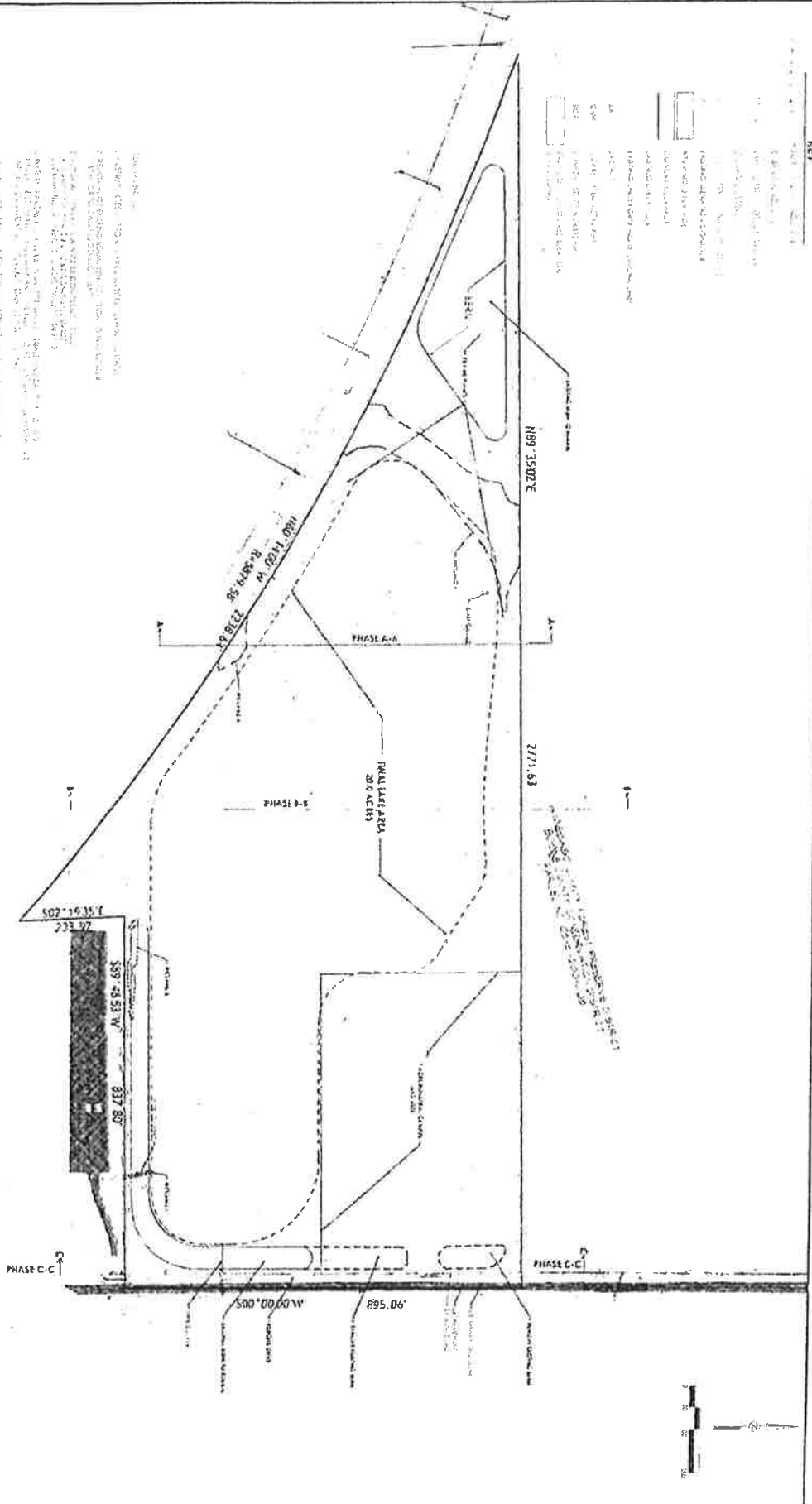
BY: [Illegible]

CHECKED BY: [Illegible]

APPROVED BY: [Illegible]

NOTICE: THIS PLAN IS THE PROPERTY OF THE ENGINEER AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

CONSTRUCTION: 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES ENGINEERING SPECIFICATIONS. 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA PUBLIC WORKS ACT. 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA CIVIL ENGINEERING BOARD REGULATIONS. 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA BOARD OF PROFESSIONAL ENGINEERS REGULATIONS. 5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA BOARD OF PROFESSIONAL LAND SURVEYORS REGULATIONS. 6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA BOARD OF PROFESSIONAL ARCHITECTS REGULATIONS. 7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA BOARD OF PROFESSIONAL GEODETISTS REGULATIONS. 8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA BOARD OF PROFESSIONAL CIVIL ENGINEERS REGULATIONS. 9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA BOARD OF PROFESSIONAL ELECTRICAL ENGINEERS REGULATIONS. 10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA BOARD OF PROFESSIONAL MECHANICAL ENGINEERS REGULATIONS. 11. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA BOARD OF PROFESSIONAL CHEMICAL ENGINEERS REGULATIONS. 12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA BOARD OF PROFESSIONAL INDUSTRIAL ENGINEERS REGULATIONS. 13. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA BOARD OF PROFESSIONAL METALLURGICAL ENGINEERS REGULATIONS. 14. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA BOARD OF PROFESSIONAL AERONAUTICAL ENGINEERS REGULATIONS. 15. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA BOARD OF PROFESSIONAL NUCLEAR ENGINEERS REGULATIONS. 16. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA BOARD OF PROFESSIONAL AGRICULTURAL ENGINEERS REGULATIONS. 17. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA BOARD OF PROFESSIONAL MARINE ENGINEERS REGULATIONS. 18. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA BOARD OF PROFESSIONAL AERONAUTICAL ENGINEERS REGULATIONS. 19. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA BOARD OF PROFESSIONAL NUCLEAR ENGINEERS REGULATIONS. 20. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA BOARD OF PROFESSIONAL AGRICULTURAL ENGINEERS REGULATIONS.



DATE:	12/15/11
PROJECT:	[Illegible]
SCALE:	[Illegible]
BY:	[Illegible]
CHECKED BY:	[Illegible]
APPROVED BY:	[Illegible]

City: City of Belvidere,
an Illinois Municipal Corporation

by: _____
Mayor

ATTEST:

City Clerk

OWNERS:
(Being the owners of the property
and currently fifty one percent of the
electors.)

By: _____

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

Notary Public

EXHIBIT L
PLANNED COMMUNITY DEVELOPMENT CONCEPT

SEE EXHIBIT K, THE RECLAMATION PLAN AND ORDINANCE .

ORDINANCE #360H
AN ORDINANCE ANNEXING CERTAIN TERRITORY, OWNER
JACK PEASE JR., TO THE CITY OF BELVIDERE,
BOONE COUNTY, ILLINOIS

WHEREAS, a written petition signed by the legal owner(s) 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; and

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 Belvidere City Clerk 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.

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 Belvidere City Council this 17th day of July, 2017.

Approved:

Mayor

Attest:

City Clerk

Ayes:

Nays:

Absent:

Date Approved:

Date Published:

Prepared By / Return To:
Michael S. Drella
City Attorney
City of Belvidere
119 South State Street
Belvidere, Illinois 61008

EXHIBIT A

LEGAL DESCRIPTION

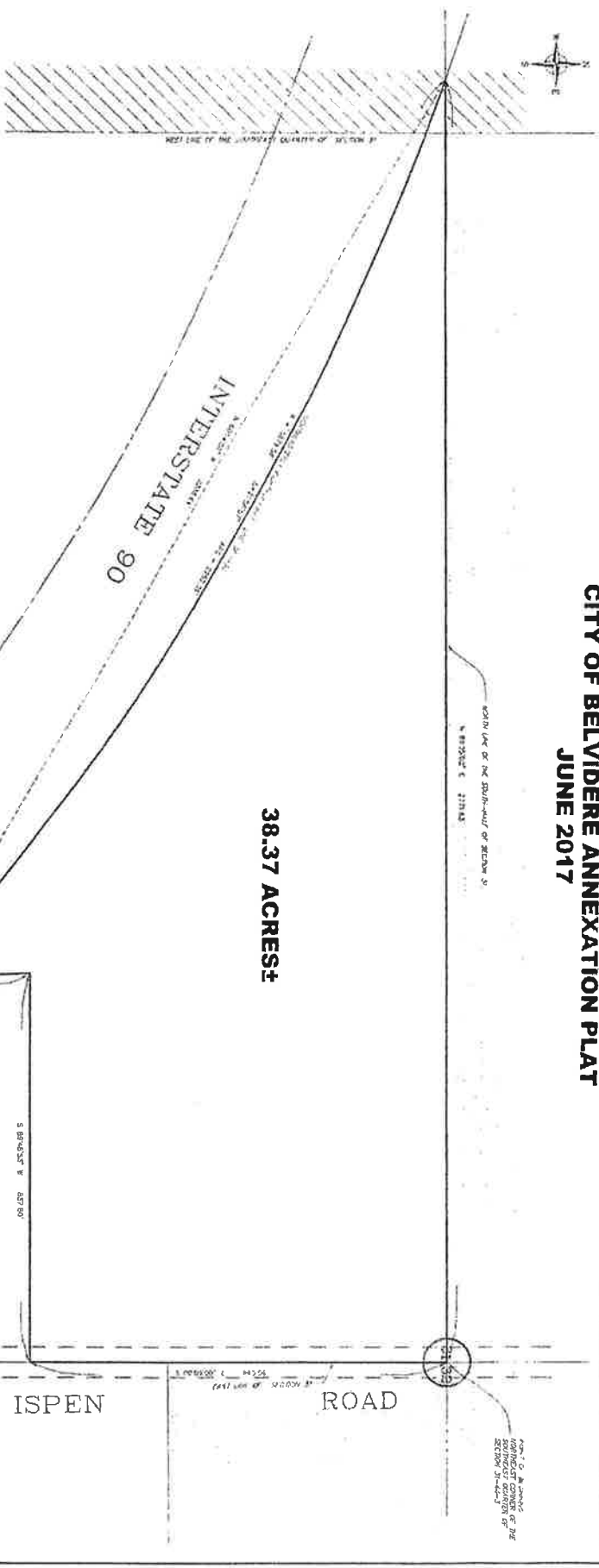
ANNEXATION LEGAL DESCRIPTION

Part of the South Half (1/2) of Section 31, Township 44 North, Range 3 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at the Northeast corner of the Southeast Quarter (1/4) of said Section 31; thence South 0 degrees 0 minutes 0 seconds West, 895.06 feet along the East line of said Southeast Quarter (1/4) to the Northeast corner of the premises conveyed to Abar Ipsen Industries, Inc., by warranty deed recorded as Document No. 88-280 in the Recorder's Office of Boone County, Illinois; thence South 89 degrees 48 minutes 53 seconds West, 837.80 feet along the North line of said premises conveyed Abar Industries, Inc. to the Northwest corner of said premises; thence South 2 degrees 19 minutes 35 seconds East, 233.97 feet along the West line of said premises conveyed by Floyd A. Smith and Wife to the Illinois State Toll Highway Commission by instrument recorded in Book 115 on Pages 58, 59 and 60, in said Recorder's Office, and a point of intersection with a circular curve to the left having a radius of 5,879.58 feet; thence Northwesterly along said circular curve to the left, being the Northerly line of said premises conveyed to the Illinois State Toll Highway Commission, to the North line of the South Half (1/2) of said Section 31, and the intersection with its chord bearing North 60 degrees 14 minutes 0 seconds West 2238.64 feet; thence North 89 degrees 35 minutes 2 seconds East, 2771.63 feet along said North line, to the Place of Beginning; situated in the County of Boone and the State of Illinois.
PIN: 05-31-400-012

EXHIBIT B

PLAT OF ANNEXATION

CITY OF BELVIDERE ANNEXATION PLAT JUNE 2017



LEGAL DESCRIPTION

OF PROPERTY DESCRIBED AS: Part of the South-half of Section 31, Township 44 North, Range 3 East of the Third Principal Meridian, bounded and described as follows, to-wit:

Beginning at the Northeast Corner of the Southeast Quarter of said Section 31; thence South 00 degrees 00 minutes 00 seconds West, 895.06 feet along the East Line of said Southeast Quarter to the Northeast Corner of the premises conveyed to Abur Ispen Industries, Inc., by Warranty Deed recorded as Document No. 88-280 in the recorder's office of Boone County, Illinois; thence South 89 degrees 48 minutes 53 seconds West, 537.80 feet along the North Line of said premises conveyed to Abur Ispen Industries, Inc., to the Northwest Corner of said premises; thence South 2 degrees 19 minutes 35 seconds East, 233.97 feet along the West Line of said premises conveyed, in the North Line of the premises conveyed by Floyd A. Smith and wife to the Illinois State Toll Highway Commission by instrument recorded in Book 115 on pages 58, 59 and 60 in said recorder's office; a point of intersection with a circular curve to the left having a radius of 5,879.58 feet; thence Northwesteely along said circular curve to the left, being the Northern Line of said premises conveyed to the Illinois State Toll Highway Commission, to the North Line of the South-half of said Section 31; and the intersection with the above bearing of North 60 degrees 14 minutes 00 seconds West, 2728.64 feet; thence North 89 degrees 35 minutes 02 seconds East, 2771.53 feet along said North Line, to the Place of Beginning, containing 38.37 acres, all situated in the Township of Belvidere, the County of Boone and the State of Illinois.



SURVEY-TECH	
A DIVISION OF C.E.S. INC.	
PROFESSIONAL ENGINEER REG. NO. 36-00000	
1001 BELVIDERE AVENUE, SUITE 100	
BELVIDERE, ILLINOIS 62610-4000	
TEL: (618) 282-2771 FAX: (618) 282-6000	
DATE: 6-27-2017	
SCALE: 1" = 100'	
DRAWN BY: JAC	
CHECKED BY: JAC	
BELVIDERE ANNEXATION PLAT	
TOWNSHIP 44 NORTH	
RANGE 3 EAST	
BOONE COUNTY	
FILE NUMBER: 598-0-11	

ORDINANCE #358H

AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED DEVELOPMENT WITHIN THE RH, RURAL HOLDING DISTRICT (For Jack Pease, Ipsen Road)

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 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, to the use and to the 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 and owner, Jack Pease, 5435 Bull Valley Road McHenry, Illinois 60050 has petitioned the City for a special use for a planned development for the operation of an extraction use (sand and gravel mine); 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 June 14, 2017 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 for a planned development allowing extraction use, bufferyards with an opacity of 0.0 and structures and activity areas within 50 feet of lot lines in the RH, Rural Holding District for a sand and gravel mine on the property shown in Attachment A and legally described as:

Part of the South Half (1/2) of Section 31, Township 44 North, Range 3 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at the Northeast corner of the Southeast Quarter (1/4) of said Section 31; thence South 0 degrees 0 minutes 0 seconds West, 895.06 feet along the East line of said Southeast Quarter (1/4) to the Northeast corner of the premises conveyed to Abar Ipsen Industries, Inc., by warranty deed recorded as Document No. 88-280 in the Recorder's

Office of Boone County, Illinois; thence South 89 degrees 48 minutes 53 seconds West, 837.80 feet along the North line of said premises conveyed Abar Industries, Inc. to the Northwest corner of said premises; thence South 2 degrees 19 minutes 35 seconds East, 233.97 feet along the West line of said premises conveyed by Floyd A. Smith and Wife to the Illinois State Toll Highway Commission by instrument recorded in Book 115 on Pages 58, 59 and 60, in said Recorder's Office, and a point of intersection with a circular curve to the left having a radius of 5,879.58 feet; thence Northwesterly along said circular curve to the left, being the Northerly line of said premises conveyed to the Illinois State Toll Highway Commission, to the North line of the South Half (1/2) of said Section 31, and the intersection with its chord bearing North 60 degrees 14 minutes 0 seconds West 2238.64 feet; thence North 89 degrees 35 minutes 2 seconds East, 2771.63 feet along said North line, to the Place of Beginning; situated in the County of Boone and the State of Illinois. PIN: 05-31-400-012

is hereby approved, subject to the following conditions:

1. The Planned Development as well as the Annexation Agreement for the property shall be developed in conformance with the narrative, operation plan and reclamation plan submitted unless otherwise noted in the conditions or outside agreements.
2. The Planned Development is granting only the following flexible standards: Extraction Use (Section 150.105(A)(1), Extraction Use Bufferyards (Section 150.204(G)(4)(2) and Extraction Use Setbacks (Section 150.204(G)(4)(3)
3. All Mining activities shall cease no later than the date which is (15) years after the date of the execution of the Annexation Agreement.
4. The Extraction Use shall only be for the extraction of sand and gravel from the Property by means of underwater dredging on the Property and shall not mean any other form of mining or mineral extraction. Owner shall not employ any explosives for mining purposes on the Property
5. Owner(s) shall not engage in any concrete or asphalt recycling operations or any form of manufacturing or production operations, including but not limited to batch plant operations, on the Property.
6. Stockpiling of any aggregate shall not be visible from Ipsen Road or the southerly property line. No mining activities or stockpiling activities (of newly mined materials) shall occur until such time as all required berms are constructed and landscaping is complete.
7. Owner(s) shall not erect a berm along the property adjacent to the Boone County Conservation District. Instead, the Owner(s) shall plant and maintain such trees and other vegetation as reasonably required by the Boone County Conservation District (see seed mix for bufferyards and non-disturbed areas in addition to Burr Oak and local ecotype Hickory trees). A 30-foot average width border buffer area will be established, by Owner(s) along the common border with the Boone County Conservation District and seeded with a mix native prairie grass. Owner(s) shall remove trees identified by the Boone County Conservation District and replace those trees with trees approved by the Boone County Conservation District.
8. Owner shall construct a temporary berm, to the reasonable approval of the City and the property owner to the South of the Property, of 20 feet in height and next to an

existing tree line. The berm shall be erected within one (1) year of the date of this Agreement and shall be seeded with grass seed and additional trees approved by the City (see seed mix for bermed areas in addition to Burr Oak and local ecotype Hickory trees). The berm shall be removed in the final Phase of the project as a part of the Reclamation Plan.

9. A Silt fence shall be installed for wetland #5 to protect against siltation from the West berm construction and the temporary crossing which will be allowed for Owner(s) performance of the operations and reclamation plans. After vegetation is successfully established on the West berm and the temporary crossing is restored, Owner(s) shall remove the silt fence.
10. Owner(s) shall install five (5) shallow water monitoring wells at locations specified by the Boone County Conservation District and equip the Wells with lockable hinged caps to facilitate installation of data loggers by the Boone County Conservation District. Owner shall reimburse the Boone County Conservation District for the actual cost of the data loggers at an amount not to exceed \$2,000.00.
11. Owner(s) shall purchase and install a staff gauge in the lake area pursuant to the Reclamation Plan.
12. Owner(s) shall, at Owner(s) cost, cause a visible emissions particulate measurement to be taken at an existing dredge mining facility which measurements shall not be exceeded at the Property and to provide annual visible emissions particulate measurements to be taken at the Property, during the summer months. The results of said measurements shall not exceed any Illinois environmental Protection agency, federal or local standards and shall be provided to the City and the adjacent property owners promptly upon Owner(s) receiving the measurements. The City or an adjoining property owner may access the Property (with 24 hour notice) for purposes of performing their own additional measurements.
13. The City shall be allowed reasonable access to the Property, during regular business hours, to inspect the Property for compliance with this Ordinance and the Annexation Agreement and relevant State, Federal and City laws, ordinances and regulations.
14. The hours of operation for the special use shall be from 6:00 am to 6:00 pm, weekdays and 6:00 am to 2:00 pm Saturdays. Extended or altered hours of operations are permitted, if reasonably approved by the City, permitting the Owner(s) to conduct Extraction Operations as needed on a temporary basis when reasonably necessary to meet the requirements of specific projects.
15. The operator shall provide the City with an annual schedule showing all permits and bonds applicable to the facility.
16. The operator shall require all hauling vehicles under its control to maintain appropriate covers over their loads to prevent any spillage of a load. The operator shall use its best efforts to cause hauling vehicles not under its control to cover loads with tarps.
17. The operator shall comply with all City ordinances and state regulations governing storm water management, erosion, and sediment control.
18. Operations shall be configured and flow in the manner and according to the phases depicted on the Operations Plan prepared by CES Engineering and dated July 14, 2016 and the Reclamation Plan dated June 6, 2017. Stockpiling and processing shall be limited to the areas depicted on the Operations Plan. The City agrees to allow Owner access to Ipsen Road as depicted on the Operations Plan.

19. Owner(s) shall pave and maintain as a solid paved surface all vehicle access and driveway areas including, but not limited, to the driveway from the entrance to any stockpiled materials.
20. If any negative environmental impacts occur on neighboring properties directly related to the mining operations, then the Owner(s) shall immediately cease mining operations until such time as the cause of the negative environmental impacts is cured. This provision shall not be deemed to limit any private cause of action any third party may have against Owner(s) related to any impact upon their property.
21. Upon cessation of mining activities, the Property shall be reclaimed and developed pursuant to the Reclamation Plan prepared by CES Engineering and dated June 6, 2017. A list of acceptable plant materials is listed as Attachments 10 and 11.
22. That part of the Property used for Extraction Operations shall be allowed to fill with water to form a lake. The shoreline shall be sloped (3:1) to provide a stable and gradual transition from the surface land elevation to the estimated mean water level. The Lake shall contain a subsurface safety shelf no less than 12 feet in width with a 5:1 slope and a depth of no more than 3 feet around the lake perimeter to provide for a gradual underwater fall off of the shoreline.
23. The lake shall be stocked with fish at the time, in numbers and species to be determined by the Boone County Conservation District.
24. All equipment and other improvements to the Property that are used for mining activities shall be immediately removed upon cessation of all mining activities on the Property, provided, however, that all stockpiled materials shall be removed or re-graded within one year after the cessation of all dredging activities. During this period the Owner(s) shall be entitled to maintain on the property and use any equipment necessary for the proper loading, delivery and weighing of material to wind-up mining activities and implement the reclamation plan. During this period, the operator may not store or stockpile any materials that were not actually mined from the Property.
25. For that portion of the Property lying outside of the seven (7) acre Corporate Center Complex, shown on the Reclamation Plan, Owner(s) shall complete all work required by the reclamation plan within 18 months of the cessation of mining activities (dredging).
26. Compliance with the approved Annexation Agreement with the City of Belvidere, any Memorandums of Understanding with adjacent property owners, and all applicable local, state and federal laws and regulations.
27. Future use and development of the property other than a permitted use under the Rural Holding District shall only occur pursuant to a Planned Development.
28. Road Improvements and Maintenance. The Owner(s) shall be responsible for the repair or replacement of the asphalt surface and shoulder stone of Ipsen Road from the Union Pacific Railroad to Newburg Road which is necessary to accommodate the use of the road by vehicles having a gross weight of 80,000 pounds. The Owner(s) with the City shall at least annually inspect the roadway and Owner(s) shall perform any maintenance or repairs that may be required. Further, Owner(s) shall make other repairs reasonably deemed necessary by the City or the division of local government with maintenance jurisdiction of Ipsen Road when deemed necessary by the City such other unit of government. Owner(s) shall pay the cost of an additional two (2) inches of bituminous material from the Property entrance South to the Union Pacific Railroad upon request of the City. In the event that, in addition to Owner(s), another quarry or mining operation operating with the City of Belvidere uses the same segment of Ipsen Road as the vehicles accessing the Property, the Owner(s)' share

of the cost of maintenance shall be decreased in proportion to the other's use of Ipsen Road. If the City and Owner(s) cannot agree on the reduced proportion, then the parties shall refer the matter to an independent traffic engineer for a final binding determination.

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 and publication in pamphlet form as provided by law.

PASSED by the City Council of the City of Belvidere this ____ day of _____, 2017.

APPROVED by the Mayor of the City of Belvidere this ____ day of _____, 2017.

Michael W. Chamberlain, Mayor

ATTEST:

Shauna Arco, City Clerk

Ayes: ____ Nays: ____ Absent ____

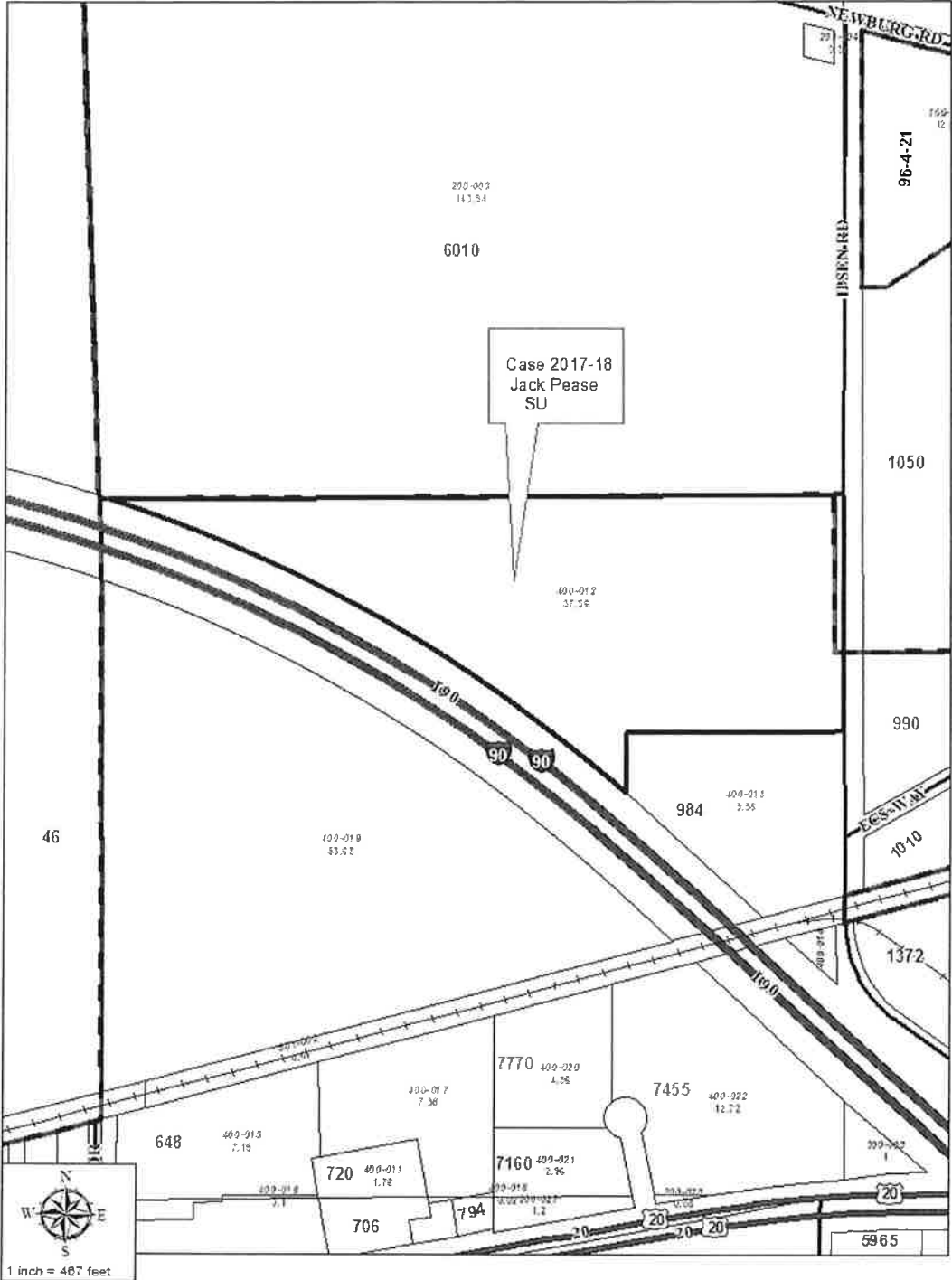
City Council Members Voting Aye: ____

City Council Members Voting Nay: ____

Date Published:

Sponsor: _____

ATTACHMENT A



ATTACHMENT B

Extraction/Mining and Planned Use Statements

1. **Ownership of land.**

The owner of record is Jack Pease. Jack Pease - Super Aggregates is the mine operator. The main office is located at 5435 Bull Valley Road Suite 330 McHenry, IL 60050. Phone: 815-385-8000 Fax: 815-385-87112.
2. **Minerals to be mined.**

The reserves mined from property are sand and gravel materials.
3. **Character and composition of vegetation and wildlife on land to be affected.**

The property is currently agricultural land with row crop farming. The surrounding properties consist of mining, industry and conservation areas.
4. **The nature, depth and proposed disposition of the overburden.**

The overburden is a sandy and silt loam consistently 1-2 feet in depth throughout the property. The overburden will be used in the construction of berms to aid in noise reduction and visibility screening. Once final grades are achieved, the overburden will be used to reclaim the site.
5. **The estimated depth to which the mineral deposit will be mined.**

Reserves are estimated to be 60-70 feet in depth. Please see operations plan for additional information and detail.
6. **Estimated type and volume of excavation.**

Mineable sand and gravel reserves in the 38 acre tract are estimated at 2.5 million tons.
7. **The techniques and equipment proposed to be used, as applicable, for;**
 - A. **earth materials extraction;**

Reserves will be extracted using a combination of an excavator, haul trucks, wheel loader and a dredge depending on extraction phase.
 - B. **earth materials processing;**

Reserves are processed by a combination of screening and crushing techniques. Equipment will consist of a feeder, land conveyors, screening plant, crushing plant, wash plant, stacking conveyors and a wheel loader.
 - C. **ready-mix plant;**

Not applicable.
 - D. **concrete recycling plant; and**

Broken concrete will be imported and stock piled until it can be crushed into recycled products. Material will be stock piled and shipped on market demand.

E. concrete building materials production plant.
Not applicable.

8. Practices and methods proposed to be used to minimize noise, dust, air contaminants and vibration and to prevent pollution of surface or underground water.

IEPA standards, enforcement and maintained equipment will assure noise pollution will be below allowable levels for the operator of each machine. These noise levels will guarantee no significant noise will be heard. In addition, berms will be constructed and seeded with a vegetative cover to add additional noise buffering. Continued row crop farming in areas not affected by mining will also aid in minimizing noise and aid in screening the operation. Dust and air contaminants will be minimized by paving on all on-site roads. Berms and buffer strips will be planted to suitable vegetation and maintained throughout project.

9. The method of recycling water used for washing and grading.

Water used for the processing operations will be drawn from a series of ponds. The ponds constructed on-site will include a fresh water pond, and two deposit ponds. Water used for the washing operation will be drawn from the fresh water pond and pumped into the plant to wash the sand and gravel materials. Water from the washing process is pumped to the first deposit pond allowing coarse clay and silt solids to settle from suspension. Water slowly flows into the second deposit pond allowing the remaining solids to settle. Once fine materials have deposited, the clean water flows back into the fresh water pond for reuse. This is a closed circuit with little or no loss of water from the system.

10. The proposed usage or drainage of excess water.

All haul roads, stock piles and operational areas will be graded in such a manner as to direct any run-off into the primary deposit pond. The deposit ponds will be diked to prevent any overland flow of surface water. All other land not affected by mining operations will be naturally drained and absorbed.

11. Location of existing roads, and anticipated access and haulage roads planned to be used or constructed in conducting surface mining.

Please see site plan for additional information and detail.

12. Location and names of all streams, creeks and bodies of water within lands to be affected.

Please see site plan for additional information and detail.

13. Drainage on and away from the lands to be affected, including directional flow of water, natural and artificial drain ways and waterways, and streams or tributaries receiving the discharge.

Please see site plan for additional information and detail.

14. Proposed days and hours of operation of all excavation, processing and operations on the property.

Operations with the exception of maintenance – Monday through Saturday, 5:00 a.m. to 10:00 p.m. The picking up or shipping of materials and the depositing of recyclable materials may occur on a “demand basis” and is not restricted to the aforesaid days and hours. In the event there is a contractual obligation to supply materials for Illinois Tollway, IDOT and other state, federal and local government projects which would require operations on Sundays or after 10:00 p.m., owner may operate during said hours during the term of the project only.

15. The proposed property reclamation plan.

Owner will file a reclamation plan for the property in accordance with applicable laws and regulations of the City of Belvidere. The reclamation plan shall provide that upon termination of mining activities, that part of the property used for extraction operations shall be allowed to fill with water to form a lake. The shoreline shall be sloped to provide a stable and gradual transition from the surface elevation to the estimated mean water level. Other areas to be restored with topsoil and seeded with a vegetative cover. The planting of all vegetation and the construction of all berms and other landscaping features shall be commenced and completed per reclamation phasing plan.

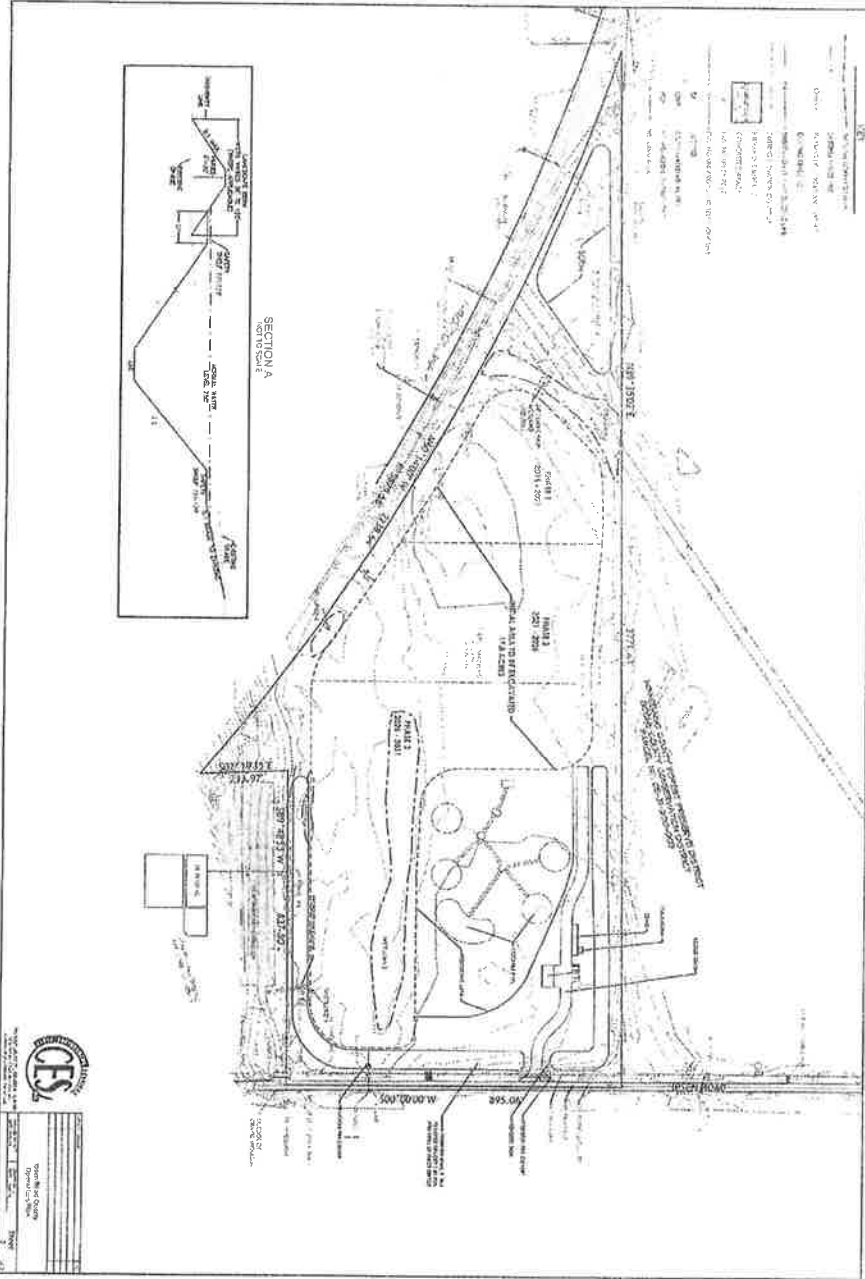
16. Proposed zoning code deviations.

Owner will not use explosives or blasting techniques in the mining/extractive process. The process is passive and non-obtrusive. An electric dredge will quietly float in a body of water pumping a mixture of water, sand and gravel from the extractive area to the wash and processing plant via a floating pipe. Without the presence of blasting techniques, Owner is requesting setback reduction from 300’ to 50’ and a reduction in the bufferyard opacity of 1.00 along all borders of the property.

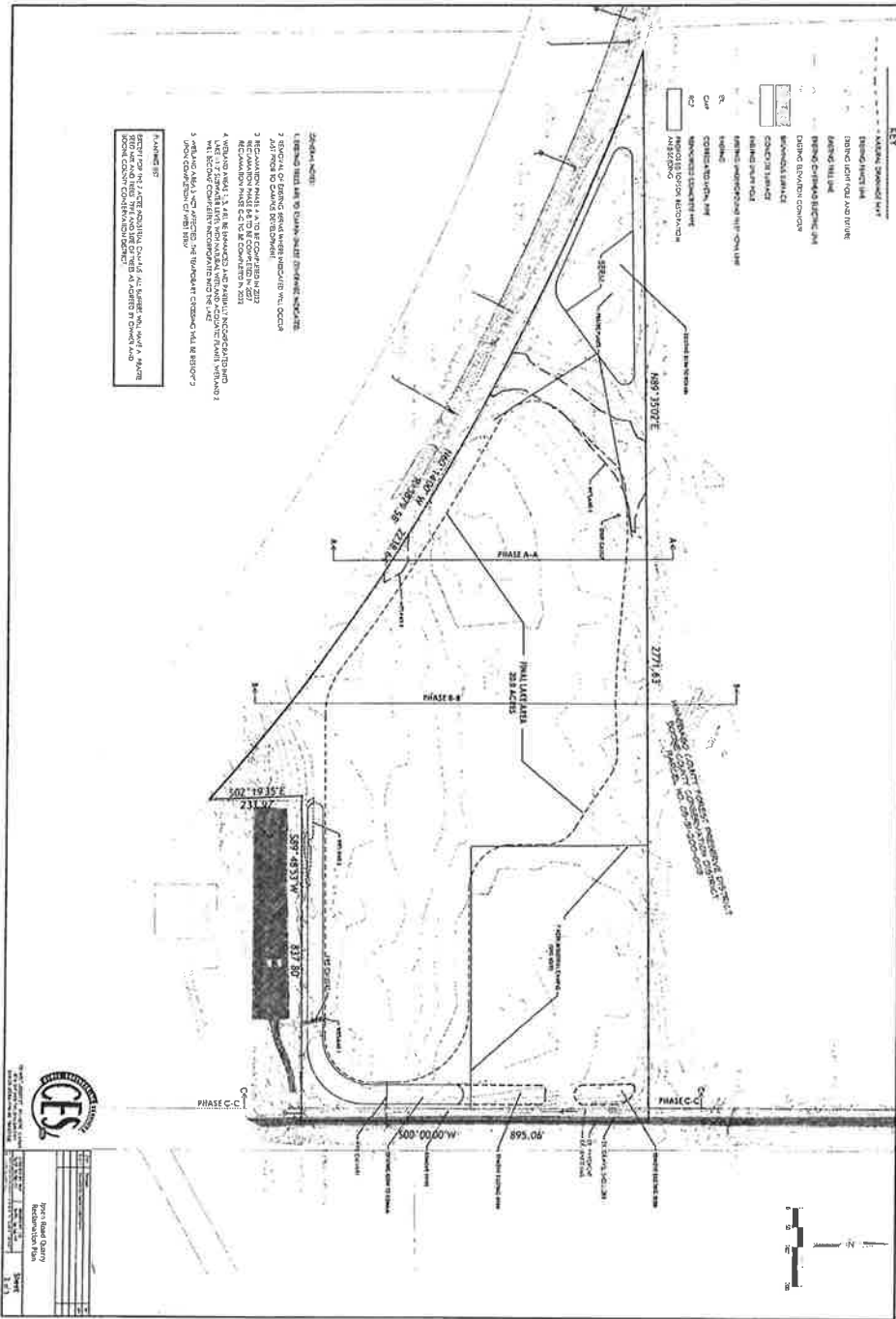
17. Projected dates of commencement and completion of all excavation, processing and operations on the property.

Projected commencement is scheduled for May 1, 2017. Completion of excavation, processing and operations is scheduled for 12/31/2032.

ATTACHMENT C



ATTACHMENT D



ATTACHMENT E

Seed mix for berms

Native Grassland Seed Mix	1 Acre	
<i>Genus/species</i>	<i>Common Name</i>	<i>Amount</i>
Forbs:		
<i>Agalinis tenuifolia</i>	Slender False Foxglove	1/4 oz
<i>Agastache scrophulariaefolia</i>	Purple Giant Hyssop	1/2 oz
<i>Allium cernuum</i>	Nodding Onion	4 oz
<i>Amorpha canescens</i>	Leadplant	4 oz
<i>Anemone cylindrica</i>	Thimbleweed	3 oz
<i>Antennaria plantaginifolia</i>	Pussy Toes	1/4 oz
<i>Apocynum sibiricum</i>	Dogbane	1/4 oz
<i>Aquilegia canadensis</i>	Columbine	1 oz
<i>Artemesia caudata</i>	Beach Wormwood	1/4 oz
<i>Asclepias syriaca</i>	Common Milkweed	3 oz
<i>Asclepias tuberosa</i>	Butterfly Weed	3 oz
<i>Asclepias verticillata</i>	Whorled Milkweed	2 oz
<i>Aster azureus</i>	Sky-blue Aster	1 oz
<i>Aster ericoides</i>	Heath Aster	1/2 oz
<i>Aster laevis</i>	Smooth Blue Aster	2 oz
<i>Aster novae angliae</i>	New England Aster	2 oz
<i>Astragalus canadensis</i>	Canadian Milk Vetch	2 oz
<i>Baptisia australis</i>	Blue Wild Indigo	3 oz
<i>Baptisia leucantha</i>	White Wild Indigo	3 oz
<i>Baptisia leucophaea</i>	Cream Wild Indigo	2 oz
<i>Blephilia ciliata</i>	Ohio Horse Mint	1 oz
<i>Cacalia atriplicifolia</i>	Pale Indian Plantain	2 oz
<i>Cassia hebecarpa</i>	Wild Senna	4 oz
<i>Ceanothus americanus</i>	New Jersey Tea	2 oz
<i>Coreopsis lanceolata</i>	Sand Coreopsis	8 oz
<i>Coreopsis palmata</i>	Prairie Coreopsis	3 oz
<i>Coreopsis tripteris</i>	Tall Coreopsis	2 oz
<i>Dalea candida</i>	White Prairie Clover	3 oz
<i>Dalea purpurea</i>	Purple Prairie Clover	6 oz
<i>Desmodium canadense</i>	Showy Tick Trefoil	4 oz
<i>Desmodium illinoense</i>	Illinois Tick Trefoil	5 oz
<i>Dodecatheon meadia</i>	Shooting Star	3 oz
<i>Echinacea pallida</i>	Pale Purple Coneflower	5 oz

<i>Eryngium yuccifolium</i>	Rattlesnake Master	6 oz
<i>Gentiana andrewsii</i>	Bottle Gentian	1/2 oz
<i>Gentiana flavida</i>	Cream Gentian	2 oz
<i>Gentiana quinquefolia occidentalis</i>	Stiff Gentian	1/2 oz
Genus/species	Common Name	Amount
<i>Gnaphalium obtusifolium</i>	Old-field Balsam	1/2 oz
<i>Helianthus mollis</i>	Downy Sunflower	1 oz
<i>Helianthus occidentalis</i>	Western Sunflower	1 oz
<i>Heliopsis helianthoides</i>	False Sunflower	2 oz
<i>Heuchera richardsonii</i>	Prairie Alum Root	1/2 oz
<i>Hieracium canadense fasciculatum</i>	Canada Hawkweed	1/2 oz
<i>Kuhnia eupatorioides corymbulosa</i>	False Boneset	1 oz
<i>Lespedeza capitata</i>	Round-headed Bush Clover	2 oz
<i>Lespedeza virginica</i>	Slender Bush Clover	2 oz
<i>Liatris aspera</i>	Rough Blazing Star	2 oz
<i>Liatris pycnostachya</i>	Prairie Blazing Star	3 oz
<i>Lobelia spicata</i>	Pale-spiked Lobelia	1/4 oz
<i>Lupinus perennis</i>	Wild Lupine	2 lbs
<i>Monarda fistulosa</i>	Wild Bergamot	1/2 oz
<i>Parthenium integrifolium</i>	Wild Quinine	4 oz
<i>Penstemon digitalis</i>	Foxglove Beard Tongue	1 oz
<i>Penstemon grandiflorus</i>	Large-flowered Beard Tongue	1 oz
<i>Penstemon hirsutus</i>	Hairy Beard Tongue	1 oz
<i>Penstemon pallidus</i>	Pale Beard Tongue	1 oz
<i>Polemonium reptans</i>	Jacob's Ladder	1 oz
<i>Potentilla arguta</i>	Prairie Cinquefoil	1/2 oz
<i>Pycnanthemum pilosum</i>	Hairy Mountain Mint	1/2 oz
<i>Pycnanthemum tenuifolium</i>	Slender Mountain Mint	1/2 oz
<i>Ratibida pinnata</i>	Yellow Coneflower	1 oz
<i>Rosa blanda</i>	Early Wild Rose	4 oz
<i>Rosa carolina</i>	Pasture Rose	1 oz
<i>Rudbeckia subtomentosa</i>	Sweet Black-eyed Susan	1 oz
<i>Rudbeckia triloba</i>	Brown-eyed Susan	1/2 oz
<i>Ruellia humilis</i>	Wild Petunia	3 oz
<i>Senecio plattensis</i>	Prairie Ragwort	1 oz
<i>Silene regia</i>	Royal Catchfly	2 oz
<i>Silene stellata</i>	Starry Campion	1 oz
<i>Silphium integrifolium</i>	Rosin Weed	2 oz
<i>Silphium laciniatum</i>	Compass Plant	4 oz
<i>Silphium terebinthinaceum</i>	Prairie Dock	2 oz

<i>Solidago graminifolia</i>	Grass-leaved Goldenrod	1/2 oz
<i>Solidago rigida</i>	Stiff Goldenrod	2 oz
<i>Solidago speciosa</i>	Showy Goldenrod	1 oz
<i>Teucrium canadense</i>	Germander	1 oz
<i>Thalictrum dasycarpum</i>	Purple Meadow Rue	3 oz
Genus/species	Common Name	Amount
<i>Tradescantia ohiensis</i>	Common Spiderwort	1 lb
<i>Triosteum perfoliatum</i>	Late Horse Gentian	2 oz
<i>Verbena stricta</i>	Hoary Vervain	3 oz
<i>Veronicastrum virginicum</i>	Culver's Root	1/4 oz
<i>Zizia aptera</i>	Heart-leaved Golden Alexanders	3 oz
<i>Zizia aurea</i>	Golden Alexanders	8 oz
Graminoids:		
<i>Andropogon scoparius</i>	Little Bluestem	5 lbs
<i>Bouteloua curtipendula</i>	Sideoats Grama	10 lbs
<i>Bromus kalmii</i>	Prairie Brome	10 lbs
<i>Carex bicknellii</i>	Copper-shouldered Oval Sedge	3 oz
<i>Carex brevior</i>	Plains Oval Sedge	4 oz
<i>Carex gravida</i>	Long-awned Bracted Sedge	2 oz
<i>Carex molesta</i>	Field Oval Sedge	3 oz
<i>Elymus canadensis</i>	Canada Wild Rye	8 oz
<i>Panicum oligosanthos scribnerianum</i>	Scribner's Panic Grass	6 oz
<i>Panicum virgatum</i>	Switch Grass	1 oz
<i>Sorghastrum nutans</i>	Indian Grass	1 oz
<i>Spartina pectinata</i>	Cord Grass	3 oz
<i>Sphenopholis obtusata</i>	Prairie Wedge Grass	1 lb
<i>Sporobolus heterolepis</i>	Prairie Dropseed	6 oz
<i>Stipa spartea</i>	Porcupine Grass	4 oz

ATTACHMENT F

Seed mix for bufferyards and non-disturbed areas

Shore Line: Sweet flag, cat tail, burr reed, round stemmed bulrushes, arrowhead and watershield.

Other non-shoreline:

<i>Genus/species</i>	<i>Common Name</i>	<i>Amt. Needed</i>
<i>Forbs:</i>		
Acorus calamus	Sweet Flag	2 oz
Allium cernuum	Nodding Wild Onion	2 oz
Anemone canadensis	Meadow Anemone	1 oz
Angelica atropurpurea	Angelica	4 oz
Asclepias incarnata	Swamp Milkweed	4 oz
Aster novae-angliae	New England Aster	2 oz
Aster puniceus	Swamp Aster	2oz
Aster umbellatus	Flat-topped Aster	2 oz
Astragalus canadensis	Canada Milk Vetch	3 oz
Baptisia leucantha	White Wild Indigo	3 oz
Bidens coronata	Tall Swamp Marigold	1 oz
Boltonia asteroides	False Aster	2 oz
Cacalia plantaginea	Prairie Indian Plantain	½ oz
Cacalia suaveolens	Sweet Indian Plantain	1 oz
Caltha palustris	Marsh Marigold	¼ oz
Cassia hebecarpa	Wild Senna	3 oz
Coreopsis tripteris	Tall Coreopsis	1 oz
Eryngium yuccifolium	Rattlesnake Master	2 oz
Eupatorium maculatum	Spotted Joe Pye Weed	½ oz
Eupatorium perfoliatum	Common Boneset	½ oz
Gentiana andrewsii	Bottle Gentian	¼ oz
Gentiana flavida	Cream Gentian	½ oz
Helenium autumnale	Sneezeweed	1 oz
Heliopsis helianthoides	False Sunflower	3 oz
Heuchera richardsonii	Prairie Alum Root	¼ oz
Hypericum pyramidatum	Great St. John's Wort	½ oz
Iris virginica shrevei	Blue Flag	2 oz
Liatrix pycnostachya	Prairie Blazing Star	2 oz
Lobelia cardinalis	Cardinal Flower	¼ oz
Lobelia siphilitica	Great Blue Lobelia	¼ oz
Mentha arvensis villosa	Wild Mint	1/8 oz
Monarda fistulosa	Wild Bergamot	1 oz
Napaea dioica	Glade Mallow	3 oz
Pedicularis lanceolata	Marsh Betony	1 oz

Penthorum sedoides	Ditch Stonecrop	1/8 oz
Physostegia virginiana	Obedient Plant	2 oz
Pycnanthemum virginianum	Common Mountain Mint	¼ oz
Rudbeckia hirta	Black-eyed Susan	½ oz
Rudbeckia laciniata	Wild Golden Glow	1 oz
Rudbeckia subtomentosa	Sweet Black-eyed Susan	1 oz
Rudbeckia triloba	Brown-eyed Susan	1 oz
Scutellaria laterifolia	Mad-dog Skullcap	1/8 oz
Silphium integrifolium	Rosin Weed	3 oz
Silphium laciniatum	Compass Plant	3 oz
Silphium perfoliatum	Cup Plant	3 oz
Silphium terebinthinaceum	Prairie Dock	1 oz
Solidago riddellii	Riddell's Goldenrod	½ oz
Thalictrum dasycarpum	Purple Meadow Rue	2 oz
Tradescantia ohiensis	Spiderwort	2 oz
Verbena hastata	Blue Vervain	½ oz
Veronia altissima	Tall Ironweed	2 oz
Veronia fasciculata	Common Ironweed	2 oz
Veronicastrum virginicum	Culver's Root	1/8 oz
Zizia aurea	Golden Alexanders	2 oz
<i>Shrubs:</i>		
Physocarpus opulifolius	Ninebark	1 oz
<i>Grasses:</i>		5 lbs
Bromus ciliatus	Fringed Brome	1 lb
Carex bebbii	Bebb's Oval Sedge	1 oz
Carex crinita	Fringed Sedge	1 oz
Carex retrosa	Deflexed Bottle-brush Sedge	2 oz
Carex scoparia	Lance-fruited Oval Sedge	1 oz
Carex squarrosa	Narrow-leaved Cattail Sedge	2 oz
Carex vulpinoidea	Brown Fox Sedge	1 oz
Elymus Canadensis	Canada Wild Rye	1 lb
Elymus virginicus	Virginia Wild Rye	2 lb
Juncus torreyi	Torrey's Rush	1 ½ oz
Scirpus atrovirens	Dark Green Bulrush	2 oz
Spartina pectinata	Cord Grass	1 lb
		5lbs 11 ½ oz
67 species		10 lbs 11 ½ oz

ORDINANCE #361H
AN ORDINANCE AMENDING CHAPTER 26,
BUSINESSES OF THE CITY OF BELVIDERE MUNICIPAL CODE

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Belvidere as follows:

SECTION 1: Chapter 26, Businesses of the City of Belvidere Municipal Code is amended to insert a new Article III 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: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Voting Aye:
Voting Nay:
Absent:

APPROVED:

Mayor Michael W. Chamberlain

ATTEST:

City Clerk Shauna Arco

(SEAL)

Passed:
Approved:
Published:

Article III. General Business Registration License

Sec. 26-76. Purpose.

Each Business establishment located within the City is an integral part of, and affects, the physical and economic development of the City. This Article is intended to keep a current listing of all businesses doing business in the City, aid the Police Department, Fire Department and other departments in their responsibilities and to ensure proper zoning compliance.

Sec. 26-77. Definitions.

Business. The term Business, for purposes of this Article, means any occupation or endeavor resulting in or intending to sell any commodity, whether at wholesale or retail or the provision of any service from a fixed location within the City, or territory subject to the City's ordinances, except businesses, trades or occupations which have been preempted from municipal regulation. The term Business excludes any not for profit organization, or other organization that does not receive compensation for its services or goods.

Person. The term Person, for purposes of this Article, shall include any person, partnership, corporation, association, firm or other association.

Sec. 26-78. Business Registration License Required (BRL).

It shall be unlawful for any Person to operate, conduct or engage in any Business within the City of Belvidere, or any territory subject to its ordinances, without first having obtained a Business Registration License from the City of Belvidere. The Business Registration License shall be specific to a single location within the City. If a Person operates more than one location for the same Business or multiple Businesses, each location must obtain a separate Business Registration License. If one Person operates more than one Business from a single location only one Business Registration License is required. However, if multiple Persons operate legally unrelated Businesses from the same location, each Business must obtain an individual Business Registration License.

Sec. 26-79. Business Registration License Issuance (BRL).

The Business Registration License shall be issued by the City Clerk, upon application, on forms provided by the City Clerk. At a minimum, the application shall identify the name of the business, require the property owners' and business' owners' name, address, email address including a home address or outside corporate address, phone number. If the business is operated by a manager (not the owner), then the same contact information is required for the manager. The applicant shall also describe the nature of the proposed Business and the type of goods to be offered for sale or services offered. No fee shall be charged for issuance of a Business Registration License nor is any background check required. However, any other license and/or fee required by another section (eg. Second Hand stores etc.) must obtain that license permit and pay the applicable fee.

The Business Registration License is not transferable and in the event of the sale or transfer of the Business, the sale or transfer of a majority of the stock of any Person owning the Business, or upon the sale or transfer of the majority of the assets of the Business (including good will), a new Business Registration License must be obtained within sixty (60) days of the sale or transfer by the Person then owning or operating the Business.

The BRL shall be prominently displayed at the location for which it is issued. The issuance of a BRL shall not relieve the Person or Business, to whom it is issued, from complying with any other relevant ordinance or statute, including but not limited to the City of Belvidere Zoning Ordinance. Issuance of the BRL does not guarantee compliance with such other laws and ordinances and it is the responsibility of the Person or Business to whom the BRL is issued to ensure compliance with such laws and ordinances.

Sec. 26-80. Term of License.

Each Business Registration License shall expire on April 30th of each year. Each Business must apply for a new license or a renewal of an existing license prior to April 15th of each year. It is the responsibility of each Business to comply with the terms of this Article. If an existing Business moves to a new location, it must apply for a new Business Registration License for the new location.

Sec. 26-81. Suspension or Revocation of a Business Registration License.

- (a) A Business Registration License may be suspended or revoked for any of the following reasons:
 - 1) The making of any false or misleading statement on the application for the Business Registration License.
 - 2) Use of the Business or the premises on which the Business is located for any purpose in violation of the Criminal Code of the State of Illinois (720 ILCS 5/1-1 et seq.) with the knowledge or consent of the Business, any principal of the Business, any employee of the Business or the owner of the property at which the Business is located. For purposes of this section, a Person shall be deemed to have knowingly allowed a criminal use of the Business or location if a similarly situated reasonable person would have suspected the existence of criminal activity.
- (b) Suspension of a Business Registration License shall begin immediately upon the ruling of suspension and shall be for a term of not more than thirty (30) days after the reason for the suspension is cured.
- (c) A Person or Business whose Business Registration License has been revoked may not apply for a new Business Registration License for a period of six (6) months which term shall not begin until after the reason for the revocation is cured.
- (d) A Person or Business whose Business Registration License is revoked based a violation of: child pornography (720 ILCS 5/11-20.1), the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.), the Methamphetamine Control and Community Protection Act (720 ILCS 646/1 et seq.), the Sale of Immoral Publications to Children Act (720 ILCS 670/0.01 et seq.), or Prostitution

Offenses, Subdivision 15 of Article 11 of the Criminal Code of 2012 (720 ILCS 5/11-14 et seq.) shall be ineligible for any future Business Registration License.

- (e) No Business Registration License shall be issued for any Business at a location, for a period of six (6) months where two or more Business Registration License's for the same location have been revoked in the previous two (2) years.
- (f) The penalties contained herein are in addition to and not exclusive of any other remedy the City or the State of Illinois may have for an underlying violation of local ordinance, County ordinance or State law.

Sec. 26-82. Hearing.

- (a) Any Person whose Business Registration License is subject to revocation or suspension is entitled to a hearing before a Commission comprised of the Mayor and the two most senior aldermen (determined by total years of service as an alderman) (the Commission). In the event one of the Members of the Commission cannot or chooses not to serve as a member of the Commission, the position will be filled by the next most senior alderman until a full Commission is available. The Mayor, or the most senior Alderman in his absence, shall serve as Chairman. Upon a complaint of a violation identified in Section 26-81, the City shall provide Notice of Hearing, to any Person owning the Business identified on the application for a Business Registration License or any renewal application, of a hearing to consider the suspension or revocation of the Business Registration License. The Notice of Hearing shall be served by certified mail and first class mail addressed to the Person(s) identified as the Owner(s) or managers on the application. Service on any Person identified as an Owner or Manager on the Business Registration License Application shall be sufficient notice on the entire Business and all Owners. Proof of mailing, in the United States mail, postage pre-paid, is sufficient evidence of service and service shall be deemed effective the date of mailing.
- (b) The Hearing shall be initiated not less than five (5) days, nor more than thirty (30) days, from the time a Notice of Hearing is served. The Hearing shall not be conducted under the formal rules of evidence and the Commission may consider any evidence which a reasonable person would find relevant, ~~including but not limited to, hearsay evidence~~. The Chairman shall rule upon any objections to evidence. The Business, any Person owning the Business or their representative may cross examine any witness presented by the complainant or the City and may introduce any relevant information within the sound discretion of the Chairman. Any party to the Hearing may request a reasonable continuance to obtain additional evidence or obtain counsel. The burden of proof necessary to find against a Person or Business shall be a preponderance of the evidence and the burden shall lie on the complainant or City. In the event the Person or Business is found guilty or pleads guilty in Circuit Court of a violation contained in Sec. 26-81, it shall be presumed that the City or complainant has met their burden of proof for the infraction for purposes of this Article.
- (c) The Commission shall enter a written order, upon the conclusion of the Hearing, either revoking or suspending or finding insufficient reason to revoke or suspend the Business Registration License. In making the decision, the Commission may consider whether the reasons articulated

and presented for revocation or suspension have been cured and a finding that there is no reason to further suspend or revoke a Business Registration License is not necessarily a finding that a violation identified in Section 26-81 did not occur. The Commission shall serve a copy of the decision either personally or by first class mail addressed to any Person identified on the Application or renewal application.

- (d) In the event of any revocation or suspension (including one that is ultimately overturned by a court of competent jurisdiction) neither the City, nor its officers, elected officials, appointed officials, employees or independent contractors shall be liable for any damages incurred by any Person or the Business unless a Court finds that the revocation or suspension was issued in wanton or willful disregard of this Article.
- (e) Any Business or Person may appeal a decision of the Commission pursuant to the Administrative Review Law.
- (f) The Mayor may appoint any employee, officer or official of the City, or an Administrative Hearing Officer to conduct the Hearing and render applicable decisions.

Sec. 26-83. Penalties.

- (a) Any Person who operates any Business within the City of Belvidere, or any territory subject to its ordinances, without a valid Business Registration License shall be fined not less than \$100.00 plus court costs per offense with each day, or part thereof, that a violation exists or continues shall be deemed a separate offense. Prior to assessment of any fine, the City shall provide a Business or Person a warning that failure to obtain or renew a Business Registration License may result in fines under this Article. If the Business or Person renews or obtains the Business Registration License within sixty (60) days of the giving of the warning, no fines shall be assessed.
- (b) Any Person who operates any Business during a period of suspension of the Business Registration License, or after revocation of the Business Registration License shall be fined not less than \$500.00 plus court costs per offense with each day, or part thereof, that a violation exists or continues to exist shall be deemed a separate offense.
- (c) The Court may, in addition to any other remedy, including the fines above, may order injunctive relief prohibiting operation of any Business in violation of this Article and may enforce such injunctive relief through contempt proceedings.
- (d) The City may, if an Administrative Hearing Officer is approved by the City Council, refer prosecutions of operation of a Business without a Business Registration License, or with a suspended or revoked Business Registration License, to administrative adjudication in lieu of a proceeding before the Circuit Court.

ORDINANCE #362H
AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY
(FIRE DEPARTMENT VEHICLE)

WHEREAS, the City of Belvidere Fire Department is in possession of a used vehicle, described in Exhibit A that is no longer needed or useful; and

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

WHEREAS, the Corporate Authorities of the City find that the previously referenced Vehicle is no longer necessary or useful to or in the best interest of the City.

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

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

SECTION 2: The Mayor, or his designee, is authorized and directed to sell the Vehicle identified in Exhibit A by any means authorized by State Statute, including but not limited to an internet auction site.

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 ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

Ayes:
Nays:
Absent:

EXHIBIT A

1) 1986 Mack Rescue Truck Vin. VG6BA01A7GB000603