

State of Illinois) SS  
Belvidere, Illinois)

BELVIDERE CITY COUNCIL  
REGULAR MEETING  
AGENDA

August 3, 2020

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:

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

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of  
July 20, 2020; as presented.

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Minutes of Committee of the Whole – Public Safety, Finance & Personnel of  
July 27, 2020; as presented.

(9) Unfinished Business:

(A) Ord.#499H – 2<sup>nd</sup> Reading: An Ordinance Authorizing The City of Belvidere,  
Boone County, Illinois to Borrow Funds from the Illinois Water Pollution  
Control Loan Program.

(B) Ord.#500H – 2<sup>nd</sup> Reading: An Ordinance Granting a Special Use to Allow a  
Two-Family Residence within the SR-6, Single Family Residential -6 District  
(704 E. Pleasant Street).

(C) Ord. #492H – An Ordinance Authorizing the Sale of a Municipal Parking Lot.  
(Former Manley Lot) Tabled June 1, 2020.

(10) New Business:

- (A) Ord.#501H – 1<sup>st</sup> Reading: An Ordinance Authorizing the Execution of An Annexation Agreement Between the City of Belvidere and the Cemetery Association of Belvidere.
- (B) Ord.#502H – 1<sup>st</sup> Reading: An Ordinance Annexing Certain Territory Lying East of Fairgrounds Road and South of the Prairie Fields Park and Commonly Known as the Belvidere Cemetery to the City of Belvidere, Boone County, Illinois.

Motions forwarded from Committee of the Whole – Public Safety, Finance & Personnel of July 27, 2020.

Motions of Public Safety – Chairman Brereton:

- (A) Motion to accept the donation of \$1,000.00, check #0679384, from Walmart and to approve the expenditure of \$1,000 of the donated money for the purchase of (2) flat screen televisions and associated equipment.
- (B) Motion to accept the quote of \$3,300 from J & J Hardwood Flooring for the Station #1 Upstairs Remodel. This expense will come out of the building repair/maintenance line item #01-5-220-6010.
- (C) Motion to approve the expenditure of \$12,000.00 for the combined purchase of the EMA Air Truck. Belvidere Fire Department's portion will come from the remaining General Mills Public Safety Grant of \$10,164.91 and the balance of \$1,835.09 from the Repairs/Maintenance-Vehicles line item #01-5-220-6030.

Motions of Public Works – Chairman Freeman:

- (D) Motion to approve the low bid from A.C. Pavement Striping, in the amount of \$12,593.35, for the 2020 MFT Thermoplastic Pavement Striping Project, subject to IDOT approval. This work will be paid for from MFT Funds.
- (E) Motion to approve the low bid from Rock Road Companies, in the amount of \$524,902.00, for the 2020 MFT Street Overlay Program, subject to IDOT Approval.
- (F) Motion to approve the low bid from Fischer Excavating, in the amount of \$390,970.08, for the High School and Bellwood Ponds Project. This work will be paid for from Capital Funds and Grant Funds.
- (G) Motion to approve the City go to bid for the demolition of 407 West Madison Street.
- (H) Motion to approve the proposal from Engel Electric, in the amount of \$6,889.00, for the Prairie Place Lift Station electrical work. This work will be paid for from the Sewer Depreciation Fund.
- (I) Motion to approve the proposal from Tri-R Systems in the amount of \$19,100.00 for updating the Water Department SCADA System to the Windows 10 operating platform. This work will be paid for from the water depreciation account.

(J) Motion to approve the proposal from Baxter & Woodman, in an amount not-to-exceed \$9,600.00, for the primary clarifiers condition report. This work will be paid for from Line Item #61-5-820-6190.

(11) Other:

(A) Executive Session to discuss probable or imminent litigation pursuant to section 2(c)(11) of the Illinois Open Meeting Act.

(B) Motion to waive referral of a Resolution to terminate contractors rights and call a bond in relation to the VFW / Waste Water Treatment Forcemain project pursuant to Section 2-88 of the City of Belvidere Municipal Code.

(C) Motion to approve Resolution 2118-2020, A Resolution calling contract Bond No. 9190974 and providing for Termination of Apollo Trenchless Inc. with Respect to the Forcemain Extension VFW to Water Treatment Plant.

(12) Adjournment:

State of Illinois) SS  
Belvidere, Illinois)

BELVIDERE CITY COUNCIL  
REGULAR MEETING  
MINUTES

Date: July 20, 2020

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

Call to order by Mayor Chamberlain.

(1) Roll Call: Present: D. Arevalo, R. Brereton (by teleconference), M. Fleury, W. Frank, M. Freeman (by teleconference), M. McGee (by teleconference), T. Porter, T. Ratcliffe (by teleconference), D. Snow (by teleconference), and C. Stevens.

Absent: None.

Other staff members in attendance:

Budget and Finance Director Becky Tobin, Public Works Director Brent Anderson, Fire Chief Al Hyser, Deputy Chief Patrick Gardner, Director of Buildings Kip Countryman, Community Development Planner Gina DelRose, City Attorney Mike Drella and City Clerk Sarah Turnipseed.

(2) Pledge of Allegiance:

Invocation:

(3) Public Comment:

(A) Jeff Carlisle on behalf of Boone County District II spoke on concerns with the Fehr Graham's Stormwater Utility Feasibility Study.

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of July 6, 2020; as presented.

Motion by Ald. Arevalo, 2<sup>nd</sup> by Ald. Stevens to approve the minutes of the regular meeting of the Belvidere City Council of July 6, 2020. Roll Call Vote: 10/0 in favor. Ayes: Arevalo, Brereton, Fleury, Frank, Freeman, McGee, Porter, Ratcliffe, Snow and Stevens. Nays: None. Motion carried.

(5) Public Hearing: None.

Belvidere City Council  
July 20, 2020

(6) Special Messages and Proclamations:

(A) Report of Growth Dimensions by Executive Director Pam Lopez-Fettes.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$2,418,548.65  
Water & Sewer Fund Expenditures: \$ 413,481.19

Motion by Ald. Porter, 2<sup>nd</sup> by Ald. Stevens to approve the General & Special Fund Expenditures in the amount of \$2,418,548.65. Discussion took place. Roll Call Vote: 10/0 in favor. Ayes: Brereton, Fleury, Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens and Arevalo. Nays: None. Motion carried.

Motion by Ald. Arevalo, 2<sup>nd</sup> by Ald. Fleury to approve the Water & Sewer Fund Expenditures in the amount of \$413,481.19. Roll Call Vote: 10/0 in favor. Ayes: Fleury, Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo and Brereton. Nays: None. Motion carried.

(8) Committee Reports and Minutes of City Officers:

- (A) Monthly Report of Belvidere Police Department Overtime for June 2020.
- (B) Monthly Report of Belvidere Fire Department Overtime for June 2020.
- (C) Monthly Report of Community Development Department/Planning Department for June 2020.
- (D) Monthly Report of Building Department Revenues, Residential Building Permits and Case Reports for June 2020.
- (E) Monthly General Fund Report for June 2020.
- (F) Monthly Water/Sewer Fund Report June 2020.
- (G) Monthly Treasurer Report for June 2020.
- (H) Minutes of Planning and Zoning Commission of July 14, 2020.

Let the record show these reports were placed on file.

- (I) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of July 13, 2020.

Motion by Ald. Frank, 2<sup>nd</sup> by Ald. Snow to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of July 13, 2020. Discussion took place. By unanimous consent the Minutes of the Committee of the Whole-Building, Planning and Zoning and Public Works of July 13, 2020, will include the Roll Call Vote for Item 4(H). Roll Call Vote on Approval of the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of July 13, 2020 as amended: 10/0 in favor. Ayes: Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton and Fleury. Nays: None. Motion carried.

Belvidere City Council  
July 20, 2020

(9) Unfinished Business:

- (A) Ord. #492H – 2<sup>nd</sup> Reading: An Ordinance Authorizing the Sale of a Municipal Parking Lot. (Former Manley lot) Tabled June 1, 2020.

(10) New Business:

- (A) Ord. #499H – 1<sup>st</sup> Reading: An Ordinance Authorizing The City of Belvidere, Boone County, Illinois to Borrow Funds from the Illinois Water Pollution Control Loan Program.
- (B) Ord. #500H – 1<sup>st</sup> Reading: An Ordinance Granting a Special Use to Allow a Two-Family Residence within the SR-6, Single Family Residential -6 District (704 E. Pleasant Street).

Let the record show Ord. #499H and Ord. #500H were placed on file for first reading.

- (C) Res.#2116-2020: A Resolution Authorizing of a Loan Applicant's Authorized Representative to Sign WPCLP Loan Application Documents.

Motion by Ald. Porter, 2<sup>nd</sup> by Ald. Stevens to approve Res. #2116-2020. Discussion took place. Roll Call Vote 10/0 in favor. Ayes. Freeman, McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton, Fleury and Frank. Nays: None. Motion carried.

- (D) Res.#2117-2020: A Resolution Authorizing the Execution of an Agreement Between The City of Belvidere and General Mills Operations for Bank Stabilization Along the Kishwaukee River.

Motion by Ald. Arevalo, 2<sup>nd</sup> by Ald. Porter to approve Res. #2117-2020. Roll Call Vote 10/0 in favor. Ayes. McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton, Fleury, Frank and Freeman. Nays: None. Motion carried.

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of July 13, 2020.

- (A) Motion to approve the appointment of Sonya Dobberfuhl to the Belvidere Historic Preservation Commission for a three-year term, ending in May 2023. Roll Call Vote: 10/0 in favor. Ayes: Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton, Fleury, Frank, Freeman and McGee. Nays: None. Motion carried.
- (B) Motion to approve the reappointment of Lisa Kummerow to the Belvidere Historic Preservation Commission for a three-year term, ending in May 2023. Roll Call Vote: 10/0 in favor. Ayes: Ratcliffe, Snow, Stevens, Arevalo, Brereton, Fleury, Frank, Freeman, McGee and Porter. Nays: None. Motion carried.

- (C) Motion to approve the reappointment of Andy Racz and Paul Engelman to the Belvidere Planning and Zoning Commission for a five-year term, ending in May 2025. Request by Ald. Stevens to separate the Motion to approve the reappointment of Andy Racz and Paul Engelman to the Belvidere Planning and Zoning Commission for a five-year term, ending in May 2025.

Motion to approve the reappointment of Andy Racz to the Belvidere Planning and Zoning Commission for a five-year term, ending May 2025. Roll Call Vote: 6/4 in favor. Ayes: Snow, Arevalo, Brereton, Fleury, Frank and Ratcliffe. Nays: Stevens, Freeman, McGee and Porter. Motion carried.

Teleconference call was dropped. Reestablish attendance. Roll Call:

Aldermen Present:

D. Arevalo, R. Brereton (by Teleconference), M. Fleury, W. Frank, M. Freeman (by Teleconference), M. McGee (by Teleconference), T. Porter, T. Ratcliffe (by Teleconference), D. Snow (by Teleconference), and C. Stevens.

Absent: None.

Motion to approve the reappointment of Paul Engelman to the Belvidere Planning and Zoning Commission for a five-year term, ending May 2025. Roll Call Vote: 10/0 in favor. Ayes: Stevens, Arevalo, Brereton, Fleury, Frank, Freeman, McGee, Porter, Ratcliffe and Snow. Nays: None. Motion carried.

- (D) Motion to accept the Stormwater Utility Feasibility Study as presented by Fehr Graham. Discussion took place. Roll Call Vote: 10/0 in favor. Ayes: Arevalo, Brereton, Fleury, Frank, Freeman, McGee, Porter, Ratcliffe, Snow and Stevens. Nays: None. Motion carried.
- (E) Motion to approve a sanitary sewer rate increase not-to-exceed \$0.16/hcf. Discussion took place. Roll Call Vote: 10/0 in favor. Ayes: Brereton, Fleury, Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens and Arevalo. Nays: None. Motion carried.
- (F) Motion to approve the low bid from Williams Charles Construction, in the amount of \$696,338.71, for the Poplar Grove Road and Lawrenceville Road Intersection Improvement Project. The city share of the work will be paid for from Grant Funds and Capital Funds. Roll Call Vote: 10/0 in favor. Ayes: Fleury, Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo and Brereton. Nays: None. Motion carried.

(G) Motion by Ald. Fleury, 2<sup>nd</sup> by Ald. Porter to waive the bidding process for replacing the pedestrian crosswalk on East Pleasant Street. Roll Call Vote: 10/0 in favor. Ayes: Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton and Fleury. Nays: None. Motion carried.

Motion to approve the proposal from Civil Constructors, in the amount of \$95,729.00, for replacing the pedestrian crosswalk on East Pleasant Street. The City will be reimbursed for this work from General Mills in accordance with our agreement. Roll Call Vote: 10/0 in favor. Ayes: Freeman, McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton, Fleury and Frank. Nays: None. Motion carried.

(H) Motion to approve proposal from Civil Constructors, in the amount of \$16,500.00, for the placement of 85 lineal feet of rip-rap. The City will be reimbursed for this work from General Mills in accordance to our agreement. Roll Call Vote: 10/0 in favor. Ayes: McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton, Fleury, Frank and Freeman. Nays: None. Motion carried.

(I) Motion to approve 2 additional One-Way Signs and 1 additional Do Not Enter Sign on Gray Street. Roll Call Vote: 10/0 in favor. Ayes: Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton, Fleury, Frank, Freeman and McGee. Nays: None. Motion carried.

(J) Motion to approve the purchase of a used 2015 Ford F250 pickup truck from Kunes Country Ford Lincoln at the cost of \$21,750.00. This vehicle will be paid for from the Sewer Depreciation Fund. Roll Call Vote: 10/0 in favor. Ayes: Ratcliffe, Snow, Stevens, Arevalo, Brereton, Fleury, Frank, Freeman, McGee and Porter. Nays: None. Motion carried.

(K) Motion to approve the purchase of an aluminum Tommy Lift Gate from Monroe Truck Equipment in the amount of \$4,101.00. This equipment will be paid for from the Sewer Depreciation Fund. Roll Call Vote: 10/0 in favor. Ayes: Snow, Stevens, Arevalo, Brereton, Fleury, Frank, Freeman, McGee, Porter and Ratcliffe. Nays: None. Motion carried.

(11) Adjournment:

Motion by Ald. Porter, 2<sup>nd</sup> by Ald. Frank to adjourn meeting at 8:16p.m. Aye voice vote carried. Motion carried.



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Mayor

Attest:

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City Clerk

Minutes  
Committee of the Whole  
Public Safety and Finance and Personnel  
July 27, 2020 6:00 p.m.

Call to Order – Mayor Mike Chamberlain:

Aldermen Present:

D. Arevalo,  
R. Brereton (by Teleconference),  
M. Fleury,  
W. Frank,  
M. Freeman (by Teleconference),  
M. McGee (by Teleconference),  
T. Porter (by Teleconference),  
T. Ratcliffe (by Teleconference),  
D. Snow (by Teleconference),  
C. Stevens.

Alderman Absent: None.

Also, in attendance:

Budget and Finance Director Becky Tobin, Public Works Director Brent Anderson, Director of Buildings Kip Countryman, Community Development Planner Gina DelRose, Fire Captain David Burdick, Police Chief Shane Woody, City Attorney Mike Drella and City Clerk Sarah Turnipseed.

Public Comment:

(A) Jeff Carlisle on behalf of Boone County District II spoke on concerns with proposed stormwater management system.

Public Forum: None.

Reports of Officers, Boards, and Special Committees:

- (A) By unambitious consent Agenda Item 2(B) Belvidere Police Department – Presentation of Police Awards was moved forward on the Agenda. Police Chief Shane Woody presented Life Saving Service Awards to Sergeant Michael Ball, Officer Rich Weiland, Officer Michelle Schwartz, Officer Julie Schutz and Officer Johnathan Kaplan for their team efforts in saving a life on May 25, 2020. Valor Service Award presented to Officer Brandon Parker, for his actions of bravery and heroism in saving a life on May 25, 2020.
- (B) Land Bank – Update. Eric Setter, Land Bank Coordinator with Region 1 Planning Council – reported on Belvidere properties and future activity. Discussion took place.

1. Public Safety, Unfinished Business: None.

2. Public Safety, New Business:

(A) Belvidere Police Department – Walmart Donation.

Motion by Ald. Stevens, 2<sup>nd</sup> by Ald. Fleury to accept the donation of \$1,000.00, check #0679384, from Walmart and to approve the expenditure of \$1,000 of the donated money for the purchase of (2) flat screen televisions and associated equipment. Roll Call Vote 10/0 in favor. Ayes: Arevalo, Brereton, Fleury, Frank, Freeman, McGee, Porter, Ratcliffe, Snow and Stevens. Nays: None. Motion carried.

(B) Belvidere Police Department – Presentation of Police Awards.

Item moved up on Agenda.

(C) Belvidere Fire Department – St. #1 Upstairs Remodel (Flooring).

Motion by Ald. Stevens, 2<sup>nd</sup> Ald. Arevalo to accept the quote of \$3,300 from J & J Hardwood Flooring for Station #1 Upstairs Remodel. This expense will come out of the building repair/maintenance line item #01-5-220-6010. Discussion took place. Roll Call Vote: 10/0 in favor. Ayes: Brereton, Fleury, Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens and Arevalo. Nays: None. Motion carried.

(D) Belvidere Fire Department – EMA Air Truck.

Motion by Ald. Stevens, 2<sup>nd</sup> by Ald. Porter to approve the expenditure of \$12,000.00 for the combined purchase of the EMA Air Truck. Belvidere Fire Department's portion will come from the remaining General Mills Public Safety Grant of \$10,164.91 and the balance of \$1,835.09 from the Repairs/Maintenance-Vehicles line item #01-5-220-6030. Discussion took place. Roll Call Vote: 10/0 in favor. Ayes: Fleury, Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo and Brereton. Nays: None. Motion carried.

(E) Belvidere Fire Department – Abandoned Property Identification Program (Red X).

Firefighter Travis Tangye presented Belvidere Fire Department Red X Program. Discussion took place.

3. Finance & Personnel, Unfinished Business: None.

4. Finance & Personnel, New Business:

(A) Budget and Finance Director Becky Tobin – Financial Update.

Budget and Finance Director Becky Tobin presented financial update. Discussion took place.

5. Other:

(A) Annexation of Belvidere Cemetery.

Attorney Mike Schultz representing the Belvidere Cemetery Association, Dr. Roger Pope, President of the Cemetery Association and Sam Larson, Executive Director of the Cemetery Association presented on request for an annexation.

Motion by Ald. Stevens, 2<sup>nd</sup> by Ald. Frank to approve and forward to City Council the Annexation Agreement between the City of Belvidere and the Cemetery Association of Belvidere. Discussion took place. Roll Call Vote: 10/0 in favor. Ayes: Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton and Fleury. Nays: None. Motion carried.

Motion by Ald. Arevalo, 2<sup>nd</sup> by Ald. Stevens to approve and forward to City Council an ordinance annexing the territory commonly known as the Belvidere Cemetery. Roll Call Vote: 10/0 in favor. Ayes: Freeman, McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton, Fleury and Frank. Nays: None. Motion carried.

(B) Public Works – 2020 MFT Thermoplastic Pavement Striping Bid.

Motion by Ald. Porter, 2<sup>nd</sup> by Ald. Arevalo to approve the low bid from A.C. Pavement Striping, in the amount of \$12,593.35, for the 2020 MFT Thermoplastic Pavement Striping Project, subject to IDOT approval. This work will be paid for from MFT Funds. Discussion took place. Roll Call Vote: 10/0 in favor. Ayes: McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton, Fleury, Frank and Freeman. Nays: None. Motion carried.

(C) Public Works – MFT Street Overlay Bid Tabulation.

Motion by Ald. Stevens, 2<sup>nd</sup> by Ald. Fleury to approve the low bid from Rock Road Companies, in the amount of \$524,902.00, for the 2020 MFT Street Overlay Program, subject to IDOT Approval. This work will be paid for from MFT Funds. Discussion took place. Roll Call: 10/0 in favor. Ayes: Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton, Fleury, Frank, Freeman and McGee. Nays: None. Motion carried.

(D) Public Works- High School and Bellwood Ponds Bid Tabulation.

Motion by Ald. Stevens, 2<sup>nd</sup> by Ald. Frank to approve the low bid from Fischer Excavating, in the amount of \$390,970.08, for the High School and Bellwood Ponds Project. This work will be paid for from Capital Funds and Grant Funds. Discussion took place. Roll Call Vote: 10/0 in favor. Ayes: Ratcliffe, Snow, Stevens, Arevalo, Brereton, Fleury, Frank, Freeman, McGee and Porter. Nays: None. Motion carried.

(E) Public Works – Demolition of 407 West Madison Street.

Motion by Ald. Arevalo, 2<sup>nd</sup> by Ald. Stevens to approve the City go to bid for the demolition of 407 West Madison Street. Discussion took place. Roll Call Vote: 10/0 in favor. Ayes: Snow, Stevens, Arevalo, Brereton, Fleury, Frank, Freeman, McGee, Porter, and Ratcliffe. Nays: None. Motion carried.

(F) Public Works- Prairie Place Lift Station – Generator Installation.

Motion by Ald. Frank, 2<sup>nd</sup> by Ald. Stevens to approve the proposal from Engel Electric, in the amount of \$6,889.00, for the Prairie Place Lift station electrical work. This work will be paid for

from the Sewer Depreciation Fund. Discussion took place. Roll Call Vote: 10/0 in favor. Ayes: Stevens, Arevalo, Brereton, Fleury, Frank, Freeman, McGee, Porter, Ratcliffe and Snow. Nays: None. Motion carried.

(G) Public Works – SCADA System Upgrade – Water Wells.

Motion by Ald. Stevens, 2<sup>nd</sup> by Ald. Fleury to approve the proposal from Tri-R Systems in the amount of \$19,100.00 for updating the water Department SCADA System to the Windows 10 operating platform. This work will be paid for from the water depreciation account. Discussion took place. Roll Call Vote: 10/0 in favor. Ayes: Arevalo, Brereton, Fleury, Frank, Freeman, McGee, Porter, Ratcliffe, Snow and Stevens. Nays: None. Motion carried.

(H) Public Works- Primary Clarifiers Condition Report – WWTP.

Motion by Ald. Stevens, 2<sup>nd</sup> by Ald. Arevalo to approve the proposal from Baxter & Woodman, in an amount not-to-exceed \$9,600.00, for the primary clarifiers condition report. This work will be paid for from Line Item #61-5-820-6190. Discussion took place. Roll Call Vote: 10/0 in favor. Ayes: Brereton, Fleury, Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens and Arevalo. Nays: None. Motion carried.

6. Adjournment:

Motion by Ald. Arevalo, 2<sup>nd</sup> by Ald. Stevens to adjourn meeting at 7:34p.m. Aye voice vote carried. Motion carried.

\_\_\_\_\_ Mayor

Attest: \_\_\_\_\_ City Clerk

ORDINANCE # 501H

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN  
ANNEXATION AGREEMENT BETWEEN THE  
CITY OF BELVIDERE AND THE CEMETERY ASSOCIATION  
OF BELVIDERE

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

WHEREAS, The Cemetery Association of Belvidere (the Owner(s)) is the legal owner(s) of record with respect to certain territory that is legal described in the Annexation Agreement which is attached to this Ordinance (the Annexation Agreement) and which is currently contiguous to the City of Belvidere; 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: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 4: All prior ordinances or parts of ordinances to the extent that they are inconsistent with the provisions of this Ordinance, are hereby repealed.

Section 5: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

Passed by the City Council of the City of Belvidere, Illinois this day of  
, 2020.

Approved:

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Michael Chamberlain, Mayor

Attest:

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Sarah Turnipseed, City Clerk

Ayes:

Nays:

Absent:

Date Approved:

Date Published:

## 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 the Cemetery Association of Belvidere, (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, in each instance in which the term the "Owner(s)" is used in this Agreement, it  
shall be deemed to refer to the Owner(s) and any person or entity then holding title to the  
Property, including Owner(s) and its successors in title to 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 City.  
Owner(s) desires to annex the Property to the City and the City and Owner(s) desire to enter into  
an annexation agreement pursuant to 65 ILCS 5/11-15.1-1 Et Seq., of the Illinois Municipal  
Code; 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, a preliminary site plan is attached hereto as Exhibit "C" which is incorporated herein subject to the provisions of this Agreement; and

Whereas, a proposed Annexation Agreement, in substance and form the same as this Agreement, was submitted to the City by Owner(s) and a public hearing of the Mayor and City Council of the City of Belvidere was convened and properly conducted on \_\_\_\_\_, \_\_\_\_\_ 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 that the Property will continue to be used as a cemetery and associated uses; and

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

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

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

Whereas, 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 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.
  - A. Prior to or upon execution of this Agreement, the Owner(s) shall file an appropriate Petition to annex the Property to the City subject to the terms of this Agreement. The
  - B. Subject to the provisions of Section 65 ILCS 5/7-1-8, as amended, the Parties respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the City. The City Council shall adopt an ordinance annexing the Property subject to the terms and conditions set forth in this Agreement.
3. City Zoning. Owner agrees that the Property will automatically be zoned as RH Rural Holding District classification pursuant to the Belvidere Municipal Code. 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.

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

4. Sanitary Sewer Service. The City will allow Owner to extend and connect to the City-operated sanitary sewer system according to the preliminary design plan and specifications shown on the attached Exhibit "D" which is incorporated herein. Prior to commencing construction, 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 issuance of any building permit 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 in effect at the time of permit issuance. In the event sanitary sewer is not available at the time a structure is constructed, or for structures currently existing on the Property, Owner(s) shall, prior to extending or connecting to the City's Sanitary Sewer System, pay any normal, customary and standard permit, inspection, tap-on, connection, recapture, basin, and other fees as required by City ordinance, resolution or policy in effect at that time.

5. Water Service. The City will allow Owner(s) to extend and connect to the City-operated water main system according to the preliminary design plan and specifications shown on the attached Exhibit "F" which is incorporated herein. Prior to commencing construction, 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 issuance of a building permit and 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 in effect at the time of permit issuance. In the event the City water system is not available at the time a structure is constructed, or for structures currently existing on the Property, Owner(s) shall, prior to extending or connecting to the City's Sanitary Sewer System, pay any normal, customary and standard permit, inspection, tap-on, connection, recapture, basin, and other fees as required by City ordinance, resolution or policy in effect at that time. 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(s) 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(s) further agrees that no structure or building will be constructed within any one-hundred-year flood plain boundary, as determined by the most recent F.E.M.A. Flood Boundary and Floodway Map without specific written consent of the City.

B. Owner(s) agrees that any future development of the Property will be developed as a Planned Community Development as set forth in the City of Belvidere Municipal Code.

Owner(s) agrees that, unless provided otherwise herein, this Agreement shall not be considered as approval of any preliminary or final plat. Further, Owner(s) 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(s) 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 PCD. At such time as Owner(s) 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(s) 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 and in accordance with the plans and specifications approved by the City at the time of its development.

9. Off-Site Improvements. All off-site improvements shall be in compliance with the Belvidere Municipal Code, including but not limited to the Subdivision Ordinance and any other directives from the City and shall be constructed in accordance with the specifications and preliminary design plan shown on the attached Exhibit "I" which is incorporated herein and any approved final plat. Prior to commencing construction, Owner(s) shall submit final engineering plans for review and approval to the Department of Public Works and, if abutting a state road, to the Illinois Department of Transportation or any other government agency having jurisdiction and control over said road. Owner shall not commence construction until final engineering plans

are approved by Public Works and all other applicable agencies. To the extent the off-site improvements constructed by Owner(s) benefit other properties, the Parties agree to negotiate a recapture agreement wherein Owner(s) shall be entitled to recoup a pro-rata share of the expenses associated with constructing such off-site improvements.

10. Fees.

A. As a condition of this Agreement, Owner(s) 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(s) 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(s) 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(s), 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(s) 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(s), 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 this annexation, Annexation Agreement, zoning, platting and development of the Property including, but not limited to the time of in-house staff. Similarly, 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, 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, excepting those negligent or intentional acts of the City. These indemnities are not intended, and shall not limit, modify or circumvent the Illinois Governmental and Governmental Tort Immunities Act. Further, 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 Parties may enter into a sub-



agreement by which they City, subject to availability of equipment and personnel, would be responsible for the removal of ice and snow within such phases. If the Parties do not enter into such a sub-agreement, the Owner(s) shall be responsible for the removal of snow and ice.

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 17<sup>th</sup> Judicial Circuit Boone County, Illinois and both parties submit to jurisdiction and venue in that Court. Notwithstanding the foregoing, before any failure of either party to this Agreement to perform its obligations under this agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty (30) days of receipt of such notice. Notwithstanding the foregoing, if the Owner does not pay any fee or cost provided in this Agreement, the City may withhold the issuance of building permits until payment is received, or if the appropriate deposit is not deposited, withhold approval of any annexation, plat of subdivision, or special use until said deposit is delivered.

17. Amendment. The Parties agree that this Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, 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: Cemetery Association of Belvidere  
1121 N. Main Street  
Belvidere, IL 61108

With a Copy to: Michael G. Schultz  
Reno & Zahm LLP  
2902 McFarland Road, Suite 400  
Rockford, IL 61107

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.

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

23. Successors and Assigns. This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors in title and their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the City and successor municipalities. Owners agree to record this Agreement at the Boone County Records 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. The City shall provide Owner(s) sixty (60) days' notice prior to disconnection for purposes of failure to annex or annexation to another municipality. Failure of the City to promptly disconnect such service does not constitute a waiver of this provision. Furthermore, Owner(s), 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:**

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) EXACTION FEE SCHEDULE
- K) ADDENDUM OF MODIFICATIONS TO STANDARD AGREEMENT
- L) PLANNED COMMUNITY DEVELOPMENT

**EXHIBIT A**  
**LEGAL DESCRIPTION**



## ANNEXATION LEGAL

Part of the Southeast Quarter of Section 23 and part of the Southwest Quarter of Section 23, all in Township 44 North, Range 3 East of the Third Principal Meridian, bounded and described as follows; Commencing at the Southwest corner of the Southeast Quarter of said Section 23, thence North 00 degrees 55 minutes 18 seconds East, along the West line of the Southeast Quarter of said Section, a distance of 254.0 feet to its intersection with the North line of the South 254 feet of the Southeast Quarter of the Southwest Quarter of said Section 23; thence North 89 degrees 56 minutes 32 seconds West, along said line, a distance 40.0 feet to the westerly right-of-way line for Fairgrounds Road, as now laid out and used, and to the point of beginning for the following described Parcel; thence North 00 degrees 55 minutes 18 seconds East, along said right-of-way line, a distance of 735.70 feet to its intersection with the westerly extension of the North line of premises conveyed to the Cemetery Association of Belvidere by Warranty Deed recorded as Document No. 97-2993 in the Recorder's Office of Boone County, Illinois; thence South 89 degrees 56 minutes 36 seconds East, along said line and along the North line of said premises conveyed to the Cemetery Association of Belvidere, a distance of 331.74 feet to the Southwest corner of premises conveyed to the Cemetery Association of Belvidere by Corporation Deed recorded as Document No. 03 R16773 in said Recorder's Office; thence North 01 degrees 01 minutes 24 seconds East, along the West line of the last described conveyance, a distance of 159.07 Feet to the Northwest corner thereof; thence South 89 degrees 56 minutes 32 seconds East, along the North line of the last described conveyance, a distance of 1755.91 feet to the Northeast corner thereof; thence South 00 degrees 49 minutes 28 seconds West, along the East line of the last described conveyance and said East line extended to the South, a distance of 266.79 feet; thence North 89 degrees 56 minutes 32 seconds West, a distance of 242.33 feet; thence South 00 degrees 49 minutes 36 seconds West, a distance of 383.74 feet; thence South 89 degrees 50 minutes 39 seconds East, a distance of 139.64 feet to the former West right-of-way line of that part of vacated Chicago Street; thence South 00 degrees 49 minutes 20 seconds West, along said line and along the West right-of-way line of said Chicago Street, a distance of 464.97 feet to the North right-of-way line for East Marshall Street; thence North 89 degrees 56 minutes 36 seconds West, along the North right-of-way line for said East Marshall Street, a distance of 165.11 feet to an angle point in said right-of-way; thence South 54 degrees 46 minutes 23 seconds West, along the Northwesterly right-of-way line for said East Marshall Street, a distance of 57.17 feet to the South line of the Southeast Quarter of said Section 23; thence North 89 degrees 56 minutes 32 seconds West, along the South line of the Southeast Quarter of said Section 23, a distance of 1445.85 feet to the Southeast corner of premises conveyed to Everett E. Worrell by Warranty Deed in Trust recorded as Document No. 94-6246 in said Recorder's office; thence North 01 degrees 01 minutes 20 seconds East, along the East line of said premises conveyed to Worrell, a distance of 220.00 feet to the Northeast corner thereof; thence North 89 degrees 56 minutes 36 seconds West, along the North line of said premises conveyed to Worrell, a distance of 250.00 feet to the Northwest corner thereof and to the East right-of-way line for said Fairgrounds Road; thence North 01 degrees 01 minutes 20 seconds East, along said right-of-way line, a distance of 34.0 feet; thence North 89 degrees 56 minutes 32 seconds West, a distance of 80.4 feet, more or less to the point of beginning; situated in the County of Boone and the State of Illinois; containing 48.69 Acres, more or less.

**EXHIBIT B**  
**ANNEXATION PLAT**



**EXHIBIT C**  
**SITE PLAN**

**EXHIBIT D**  
**PRELIMINARY SEWER PLAN**

A Sanitary Sewer Plan shall be submitted to the City, for City approval:

1. At the time Owner(s) elect to extend the City Operated Sewer System to the Property; or
2. Prior to any application for building or construction permit, construction or development upon the Property.

## **EXHIBIT E SEWER FEES**

Owner shall pay the Sewer Connection Fees, applicable recapture fees and other fees of general applicability, at the rate then in effect, prior to connection of any structure to the City's sewer system.

## **EXHIBIT F PRELIMINARY WATER DESIGN PLAN**

A Water Design Plan shall be submitted to the City, for City approval:

1. At the time Owner(s) elect to extend the City Operated Water System to the Property; or
2. Prior to any application for building or construction permit, construction or development upon the Property.

**EXHIBIT G**  
**WATER FEES**

Owner shall pay the Water Connection Fees, applicable recapture fees, and other fees of general applicability, at the rate then in effect, prior to connection of any structure to the City's water system.



**EXHIBIT H**  
**PRELIMINARY PLAT**

A Preliminary Plat and Final Plat shall be submitted prior to any subdivision or development of the Property for other than Cemetery and related uses. No construction or development shall occur prior to City approval of any applicable plat of subdivision of planned development. All future development of the property shall be pursuant to a Planned Development.

## **EXHIBIT I**

### **OFFSITE IMPROVEMENTS**

Offsite improvements, if any, will be constructed pursuant to City Ordinance and applicable statutes and regulations in effect at the time they are constructed or required pursuant to any Planned Development, Plat of Subdivision or reconstruction of any highway or street.

## EXHIBIT J

### EXACTION 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 execution of this Agreement. The Parties agree that the Owner(s), 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. The fees identified as numbers 6, 7 and 8 below shall be paid at the time of building permitting at the then current rates. Owner(s) 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(s), 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(s) agrees that, while these fees are agreed to as a part of a contractual obligation to induce the City to execute this Agreement, the fees may also serve to offset the proposed development's impact on the applicable entity, that the impact is uniquely and directly attributable to the proposed development and that the amount of the payment and/or donation is appropriate given the anticipated impact of the development.

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

# EXHIBIT K

## MODIFICATIONS TO STANDARD AGREEMENT

- 1) The parties agree that the Property shall only be used for cemetery, and related ancillary uses (such as office space for the cemetery, storage facilities etc.) during the term of the Annexation Agreement. Related ancillary uses shall also include agricultural/crop farming for those portions of the property that have not yet been developed for cemetery related uses.
- 2) Section 7 of the Annexation Agreement, Plats of Subdivision, shall not apply to this Agreement unless the Owner(s) seek to subdivide any part of the Property or seeks to use the Property for anything other than the purposes set forth in subsection 1 above.
- 3) Section 11 of the Annexation Agreement, Legal, Engineering and Planning Costs is modified to provide that Owner(s) shall not be required to pay the cost of City's in-house staff time in consideration of this Annexation Agreement or the Annexation of the Property. Owner(s) shall reimburse the City for any consultant or other costs, if any.
- 4) Section 14 of the Annexation Agreement, Maintenance, shall not apply to this Agreement unless the Owner(s) seek to use the Property for other than the purposes set forth in subsection 1 above. The Owner(s) shall remain solely responsible for the maintenance of the Property, including but not limited to any streets or drives upon the Property.
- 5) Owner(s) shall not be required to pay exaction fees numbers 1 (Tornado Siren Capital Improvements), 2 (Bike Path and Capital Improvements), 3 (well Site Reservoir Planning and Improvements), 4 (Sewer Planning and Expansion), 6 (police, fire and Public Works), 7 (Land Cash Fees), 8 (Ida Public Library) and 9 (Storm Water Planning and Expansion) unless the Property is developed, by agreement between the City and Owner(s), for other than the uses set forth in subsection 1 above.
- 6) The City agrees to waive building permit and fire department inspection and plan review fees associated with the construction of new office space for the first three (3) years of this Agreement.
- 7) The City further agrees to waive the \$500.00 annexation fee imposed by section 15-10(f) of the City of Belvidere Municipal Code.

City: City of Belvidere,  
an Illinois Municipal Corporation

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**OWNERS:**

**Cemetery Association of Belvidere**  
(Being the owners of the property  
and currently fifty one percent of the  
electors.)

By: \_\_\_\_\_

Its President

before me this \_\_\_\_\_ day.  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## **EXHIBIT L**

### **PLANNED COMMUNITY DEVELOPMENT CONCEPT**

Any future development, unrelated to the current cemetery uses, of Property shall be pursuant to a Planned Development pursuant to the City of Belvidere Municipal Code.

ORDINANCE # 502H  
AN ORDINANCE ANNEXING CERTAIN TERRITORY  
LYING EAST OF FAIRGROUNDS ROAD  
AND SOUTH OF THE PRAIRIE FIELDS PARK  
AND COMMONLY KNOWN AS  
THE BELVIDERE CEMETERY  
TO THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS

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

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

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

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

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

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

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

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

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

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

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

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

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

Passed by the City Council of the City of Belvidere, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Approved:

\_\_\_\_\_  
Michael Chamberlain, Mayor

Attest:

\_\_\_\_\_  
Sarah Turnipseed, City Clerk

Ayes:

Nays:

Absent:

Date Approved:

Date Published:

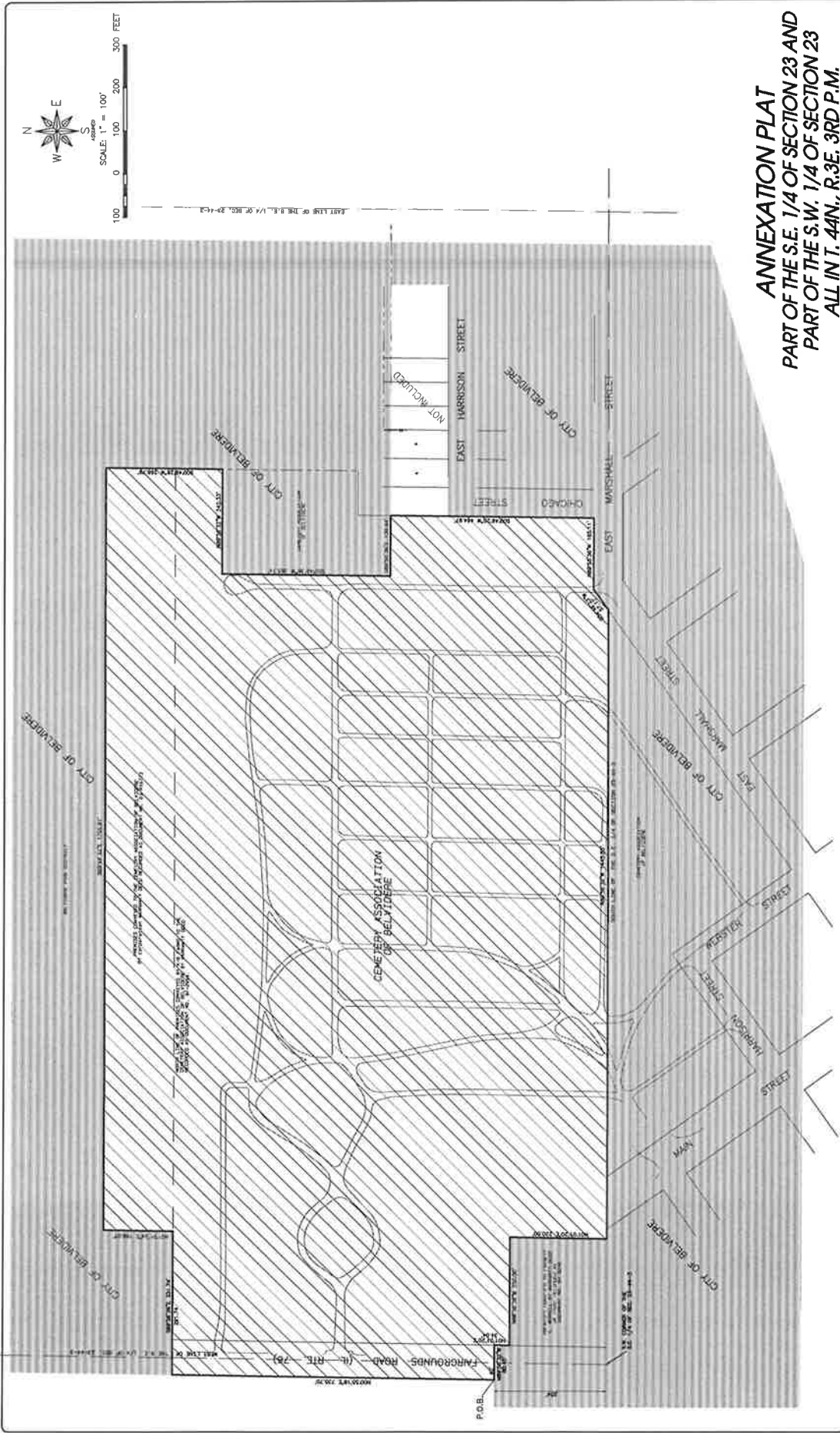
Prepared By / Return To:  
Michael S. Drella  
City Attorney  
City of Belvidere  
401 Whitney Blvd  
Belvidere, Illinois 61008



## EXHIBIT A

Part of the Southeast Quarter of Section 23 and part of the Southwest Quarter of Section 23, all in Township 44 North, Range 3 East of the Third Principal Meridian, bounded and described as follows; Commencing at the Southwest corner of the Southeast Quarter of said Section 23, thence North 00 degrees 55 minutes 18 seconds East, along the West line of the Southeast Quarter of said Section, a distance of 254.0 feet to its intersection with the North line of the South 254 feet of the Southeast Quarter of the Southwest Quarter of said Section 23; thence North 89 degrees 56 minutes 32 seconds West, along said line, a distance 40.0 feet to the westerly right-of-way line for Fairgrounds Road, as now laid out and used, and to the point of beginning for the following described Parcel; thence North 00 degrees 55 minutes 18 seconds East, along said right-of-way line, a distance of 735.70 feet to its intersection with the westerly extension of the North line of premises conveyed to the Cemetery Association of Belvidere by Warranty Deed recorded as Document No. 97-2993 in the Recorder's Office of Boone County, Illinois; thence South 89 degrees 56 minutes 36 seconds East, along said line and along the North line of said premises conveyed to the Cemetery Association of Belvidere, a distance of 331.74 feet to the Southwest corner of premises conveyed to the Cemetery Association of Belvidere by Corporation Deed recorded as Document No. 03 R16773 in said Recorder's Office; thence North 01 degrees 01 minutes 24 seconds East, along the West line of the last described conveyance, a distance of 159.07 Feet to the Northwest corner thereof; thence South 89 degrees 56 minutes 32 seconds East, along the North line of the last described conveyance, a distance of 1755.91 feet to the Northeast corner thereof; thence South 00 degrees 49 minutes 28 seconds West, along the East line of the last described conveyance and said East line extended to the South, a distance of 266.79 feet; thence North 89 degrees 56 minutes 32 seconds West, a distance of 242.33 feet; thence South 00 degrees 49 minutes 36 seconds West, a distance of 383.74 feet; thence South 89 degrees 50 minutes 39 seconds East, a distance of 139.64 feet to the former West right-of-way line of that part of vacated Chicago Street; thence South 00 degrees 49 minutes 20 seconds West, along said line and along the West right-of-way line of said Chicago Street, a distance of 464.97 feet to the North right-of-way line for East Marshall Street; thence North 89 degrees 56 minutes 36 seconds West, along the North right-of-way line for said East Marshall Street, a distance of 165.11 feet to an angle point in said right-of-way; thence South 54 degrees 46 minutes 23 seconds West, along the Northwesterly right-of-way line for said East Marshall Street, a distance of 57.17 feet to the South line of the Southeast Quarter of said Section 23; thence North 89 degrees 56 minutes 32 seconds West, along the South line of the Southeast Quarter of said Section 23, a distance of 1445.85 feet to the Southeast corner of premises conveyed to Everett E. Worrell by Warranty Deed in Trust recorded as Document No. 94-6246 in said Recorder's office; thence North 01 degrees 01 minutes 20 seconds East, along the East line of said premises conveyed to Worrell, a distance of 220.00 feet to the Northeast corner thereof; thence North 89 degrees 56 minutes 36 seconds West, along the North line of said premises conveyed to Worrell, a distance of 250.00 feet to the Northwest corner thereof and to the East right-of-way line for said Fairgrounds Road; thence North 01 degrees 01 minutes 20 seconds East, along said right-of-way line, a distance of 34.0 feet; thence North 89 degrees 56 minutes 32 seconds West, a distance of 80.4 feet, more or less to the point of beginning; situated in the County of Boone and the State of Illinois; containing 48.69 Acres, more or less.

EXHIBIT B  
PLAT OF ANNEXATION



**ANNEXATION PLAT**  
**PART OF THE S.E. 1/4 OF SECTION 23 AND**  
**PART OF THE S.W. 1/4 OF SECTION 23**  
**ALL IN T. 44N., R. 3E. 3RD P.M.**

**JOB NUMBER:**  
20-347

**SHEET NUMBER:**

**REVISIONS**

NO.	DATE	DESCRIPTION

**DRAWN BY:** DLK  
**FIELD:** 04/03/2020  
**DATE:**  
**SCALE:** 1" = 100'

**PROJECT AND LOCATION:**  
 BELVIDERE CEMETERY  
 BELVIDERE, ILLINOIS  
 BOONE COUNTY

**OWNER/DESIGNER:**  
 BELVIDERE CEMETERY  
 C/O JOHN H. MAVILLE  
 LAW OFFICES  
 BELVIDERE, IL

ILLINOIS  
 IOWA  
 WISCONSIN

**FEHR GRAHAM**  
 ENGINEERING & ENVIRONMENTAL  
 LEADERSHIP SINCE 1952  
 © 2021 Fehr, Graham

## **RESOLUTION #2118-2020**

### **RESOLUTION CALLING CONTRACT BOND NO. 9190974 AND PROVIDING FOR TERMINATION OF APOLLO TRENCHLESS INC. WITH RESPECT TO THE FORCEMAIN EXTENSION VFW TO WATER TREATMENT PLANT**

WHEREAS, Washington International Insurance Company (the Surety) issued a Contract Bond (the Bond) as surety in the amount of \$335,924.00 on or about September 3, 2019 to guarantee the faithful completion by Apollo Trenchless Inc. (Apollo) of a sanitary force main extension within the City of Belvidere Illinois (the Project) in accordance with a construction Agreement entered into between the City of Belvidere (the City) and Apollo on or about September 5, 2019 (the Agreement); and

WHEREAS, Apollo has failed to complete the project in accordance with the Agreement and is in default under the Agreement in that 1) Apollo has refused to finish the Project unless the City agrees to pay additional sums which are not warranted by existing conditions in breach of the Agreement, 2) Apollo willfully refused to diligently work on the Project rendering it impossible to complete the Project within the time specified in the Agreement as extended by mutual consent, 3) Apollo has deviated from the construction plans for the Project as set forth in the Agreement by not remaining within easement boundaries as set forth in the Agreement and Project plans, and 4) Apollo's refusal to diligently pursue completion of the Project may have resulted in deterioration of work previously performed rendering it potentially unusable; and

WHEREAS, in accordance with the Agreement, the Engineer sent notice to the Surety as well as Apollo regarding the claimed defaults and Apollo has refused to correct the same; and

WHEREAS, the Engineer has provided a written certification to the City of the delinquencies under the Agreement and that Apollo has failed to comply with the ten (10) day notice referenced above.

#### **IT IS THEREFORE RESOLVED BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF BELVIDERE AS FOLLOWS:**

- Section 1: The foregoing recitals are incorporated herein by this reference.
- Section 2: The Corporate Authorities of the City of Belvidere declares that Apollo is in default of the Agreement and hereby forfeits the rights of Apollo in the Agreement and terminates Apollo for cause all in accordance with the Agreement.
- Section 3: The City, through its Corporate Authorities, call upon the Surety to complete the Project according to the terms of the Bond and the

Agreement. Further, the City calls upon the Surety to pay outstanding claims of materialmen and subcontractors.

Section 4: In the event it is later determined by a court of competent jurisdiction, or by agreement of the parties, that Apollo was not in default of the Agreement, this termination shall be the same as if the termination had been issued pursuant to Termination for Public Convenience in accordance with the General Specifications as adopted by Article 7 of the Agreement.

Ayes:

Nays:

Absent:

Date Adopted:

Date Approved:

Approved: \_\_\_\_\_  
Mayor Michael W. Chamberlain

Attest: \_\_\_\_\_  
City Clerk Sarah Turnipseed