



City Council  
**COMMITTEE OF THE WHOLE**  
*City of Belvidere, Illinois*

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

**AGENDA**

August 8, 2022  
6:00 p.m.  
City Council Chambers  
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

Police Chief Shane Woody badge presentation to Officer Steven Golden, Officer Dillon Rackley and Officer Zachary Smith.

1. Building, Planning & Zoning, Unfinished Business: None.
2. Building, Planning & Zoning, New Business:
  - A. Annexation of Territory North of I 90 and West of Genoa Road and an Annexation Agreement with Belvidere Retail LLC.
  - B. Building Department - Update.
  - C. Planning & Zoning Department - Update.
3. Public Works, Unfinished Business: None.
4. Public Works, New Business:
  - A. Public Works – Update.
  - B. Resolution Authorizing Participation in the ComEd Green Region Program for the 6<sup>th</sup> Street Waterway Improvement Project.
  - C. Storm Water Utility Survey Results.
  - D. Southwest Elevated Tank Rehabilitation – Construction Service Amendment.
  - E. Southwest Tower Logo.
  - F. Logan Avenue Rehabilitation Project – Change Orders.
  - G. Irene – Hawkey 16” Watermain Extension.
  - H. Vacation Carry-Over – Jack Butenshoen.
5. Other:
  - A. Police – Donation to the Belvidere Police Dept. from Paul and Dorothy Hale.
  - B. Resolution Releasing Certain Executive Session Minutes Pursuant to 5ILCS 120/1 Et. Seq.
  - C. Executive Session to discuss Collective Bargaining Matters pursuant to Section 2(c)(2) of the Open Meeting Act and to discuss appointment, of legal counsel pursuant to 2(c)(1) of the Open Meeting Act.
  - D. Retention of outside counsel.
6. Adjournment:

# Memo

**To:** Mayor & City Council  
**From:** Mike Drella  
**cc:**  
**Date:** August 3, 2022  
**Re:** Belvidere Retail LLC Annexation

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.As presented, Belvidere Retail LLC, OM Belvidere Group LLC and Donald K Busch are seeking annexation of land generally North of I90 lying between Genoa Road and Tripp Road for the development of a new retail subdivision. At Committee I recommend the following motions:

- 1) Motion to forward to City Council an annexation agreement between the City of Belvidere, Donald K. Busch Sr., Belvidere Retail LLC and OM Belvidere Group LLC.
- 2) Motion to annex certain territory generally lying North of I90 and between Genoa Road and Tripp Road.

### ANNEXATION AGREEMENT

This Agreement is made and entered into \_\_\_\_\_, 2022, by and between the City of Belvidere, an Illinois Municipal Corporation located in Boone County, Illinois (The "City"), the fee simple current owner of the Property, Donald K. Busch, Sr., Belvidere Retail, LLC, and OM Belvidere Group, LLC. Donald K. Busch Sr., OM Belvidere Retail LLC, and OM Belvidere Group, LLC may be referred to herein jointly as the "Owner(s)."

#### WITNESSETH:

Whereas, Donald K. Busch Sr holds 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, Belvidere Retail LLC and OM Belvidere Group, LLC are a contract purchasers of 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) intends to file a request for preliminary subdivision plat approval, all of which is in accordance with the site plan 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 Developer 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

Whereas, the Owner desires that the Property be re-zoned to the Planned Business Zoning District and Planned Industrial Zoning District upon annexation to the City; and

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

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

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

Whereas, 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. Subject to the provisions of Section 65 ILCS 5/7-1-8, as amended, the Parties respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the City. Promptly after this Agreement is fully executed, the City Council shall adopt an ordinance annexing the Property subject to the terms and conditions set forth in this Agreement.
3. City Zoning. Upon annexation, 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 it will re-zone the Property to the Planned Business Zoning District and Planned Industrial Zoning District consistent with the zoning application filed by the Owner(s) and pursuant to the Belvidere Municipal Code. Further, Owner(s) 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 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, prior to any final plat approval, Owner shall cause the Property to be disconnected from the Boone County Sanitary District. The City shall not be obligated to issue any final plat until said disconnection is obtained.

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 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 any Preliminary Plat or the Final Plat of Subdivision.



A. The Owner(s) 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 the Property will be developed as a Planned Business Development and Planned Industrial Development. The City agrees that upon annexation it will approve the preliminary plat attached hereto and incorporated herein as Exhibit H. The City agrees that in the event the Owner or its successors submit a final plat substantially similar to the preliminary plat attached hereto, the City will approve it.

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, street, street lighting, and sewer and water mains, within eighteen (18) months of approval of a final plat of subdivision or planned development. 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. All off-site improvements shall comply 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 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.

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. 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. Owner agrees to deposit with the City the initial non-refundable sum of \$5,000.00. For any amount over the \$5,000.00 deposit, the City will bill Owner monthly for the above referenced costs.

12. No Partnership: The City does not, in any way or for any purpose, become a partner, employer, principal, agent or joint venturer of or with the 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 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 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. The parties agree that if a successor owner of a portion of the Property seeks an amendment to this Annexation Agreement which would affect only its property that the remaining owners of the Property will not be required to join in that application.

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

Commented [MD1]: Mike suggested a change to delete "not".  
Is that what you wish?

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:	Belvidere Retail, LLC 5277 Trillium Boulevard Hoffman Estates, IL 60192
With a Copy to:	Christopher J. Goluba Christopher J. Goluba, P.C. 5277 Trillium Boulevard Hoffman Estates, IL 60192
And a Copy to:	Thomas C. Zanck Zanck, Coen, Wright & Saladin 40 Brink Street Crystal Lake, IL 60014
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. Each future owner of any portion of the Property shall be deemed an Owner under this Agreement, subject to all of its rights and obligations. The City shall record this Agreement at the Boone County Recorder's office immediately upon its execution. Owner(s) agree to promptly reimburse the City for the cost of recording this Agreement, the Annexation Ordinance and any other document relating to this Agreement.
24. Term of Agreement. This agreement shall be binding upon the Parties and their respective successors and assigns for the term of twenty-five years, commencing as of the date hereof, and for such further term as may hereinafter be authorized by statute or by ordinance of the City.



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

26. Disconnection. If the property fails to become annexed to the City for any reason or if the property is annexed into another municipality, the City shall have the right to immediately, without notice, disconnect the sanitary sewer service and the water service permitted under this agreement. Failure of the City to promptly disconnect such service does not constitute a waiver of this provision. Furthermore, Owner(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.

27. Belvidere Retail, LLC and OM Belvidere Group, LLC are contract purchasers of the Property. Consistent with the terms of this Agreement and the Illinois Municipal Code, Belvidere Retail LLC and OM Belvidere Group, LLC agree that Belvidere Retail LLC and OM Belvidere Group, LLC, and their successor entities and their successors in interest to the Property will be bound by the terms of this Agreement and shall be deemed an Owner under this Agreement. The Parties acknowledge that certain terms of Exhibit K have been specifically negotiated for the benefit of OM Belvidere Group, LLC, Belvidere Retail LLC and their successors in interest.

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

**CITY:**  
City of Belvidere,  
an Illinois Municipal Corporation

By: \_\_\_\_\_  
Mayor Clinton Morris

ATTEST:

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

**OWNER:**  
Belvidere Retail LLC

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

Subscribed and Sworn to  
before me this \_\_\_\_\_ day,  
of \_\_\_\_\_, \_\_\_\_\_.

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

**OWNER:**  
OM Belvidere Group, LLC

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

Subscribed and Sworn to  
before me this \_\_\_\_\_ day,  
of \_\_\_\_\_, \_\_\_\_\_.

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

**OWNER:**  
Donald K. Bush Sr.

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
- K-1) SIGN EXHIBIT
- L) PLANNED COMMUNITY DEVELOPMENT

## EXHIBIT A

### LEGAL DESCRIPTION

Part of the Northeast Quarter of Section 1, Township 43 North, Range 3 East and part of the Northwest Fractional Quarter of Section 6, Township 43 North, Range 4 East of the Third Principal Meridian, Boone County, Illinois, described as follows:

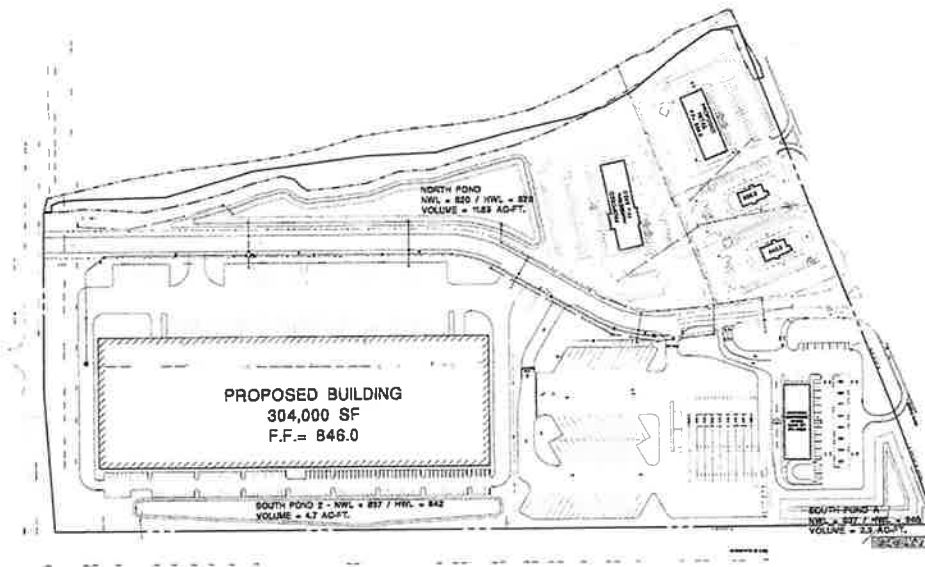
Commencing at the Southeast Corner of the Northeast Quarter of said Section 1; thence North 00 degrees 27 minutes 58 seconds East along the East Line of said Northeast Quarter, a distance of 270.89 feet to the North Right-of-Way Line of the Illinois Tollway (I-90), said point being the Point of Beginning of the hereinafter described tract of land; thence South 89 degrees 41 minutes 50 seconds West along said North Right-of-Way Line, a distance of 1278.32 feet to the East Line of the premises conveyed to the Illinois State Toll Highway Commission by Instrument recorded in Book 346 of Deeds, page 434 in the Boone County Recorder's Office; thence North 4 degrees 14 minutes 51 seconds West along said East Line, a distance of 350.98 feet; thence North 00 degrees 10 minutes 08 seconds East along said East Line, a distance of 435.85 feet; thence South 89 degrees 32 minutes 22 seconds East, a distance of 19.49 feet; thence North 00 degrees 27 minutes 38 seconds East, a distance of 16.56 feet; thence North 67 degrees 06 minutes 23 seconds East, a distance of 19.42 feet; thence North 83 degrees 23 minutes 13 seconds East, a distance of 38.02 feet; thence North 88 degrees 24 minutes 03 seconds East, a distance of 215.46 feet; thence North 73 degrees 20 minutes 32 seconds East, a distance of 221.46 feet; thence North 82 degrees 34 minutes 35 seconds East, a distance of 290.41 feet; thence North 87 degrees 22 minutes 02 seconds East, a distance of 166.51 feet; thence North 74 degrees 30 minutes 25 seconds East, a distance of 199.45 feet; thence North 77 degrees 00 minutes 36 seconds East, a distance of 138.00 feet; thence North 71 degrees 36 minutes 50 seconds East, a distance of 75.87 feet; thence North 61 degrees 40 minutes 20 seconds East, a distance of 85.09 feet; thence North 50 degrees 52 minutes 52 seconds East, a distance of 140.96 feet; thence North 56 degrees 02 minutes 03 seconds East, a distance of 102.81 feet; thence North 79 degrees 56 minutes 03 seconds East, a distance of 69.47 feet to the West Line of the premises conveyed to the Illinois State Toll Highway Commission by Instrument recorded in Book 115 of Deeds, page 346 in the Boone County Recorder's Office; thence South 21 degrees 33 minutes 37 seconds East along said West Line, a distance of 1005.36 feet; thence South 19 degrees 42 minutes 55 seconds East along said West Line, a distance of 307.69 feet to the North Right-of-Way Line of said Illinois Tollway; thence South 89 degrees 41 minutes 50 seconds West along said North Right-of-Way Line, a distance of 863.99 feet to the Point of Beginning, containing 43.497 acres, more or less, subject to all easements, agreements, county codes and/or ordinances of record, if any, all situated in the Township of Flora (Section 1) and the Township of Spring (Section 6), the County of Boone and the State of Illinois..



## EXHIBIT C

### SITE PLAN

BELVIDERE RETAIL. FINAL SITE PLANS WILL BE SUBMITTED IN CONFORMANCE WITH THE CITY OF BELVIDERE MUNICIPAL CODE WHEN THOSE SITES ARE DEVELOPED.



## **EXHIBIT D**

### **PRELIMINARY SEWER PLAN**

Owner(s) shall, at Owner(s) expense, extend the City Owned sanitary sewer main from its current terminus (already located within the Property) pursuant to the City of Belvidere Municipal Code (including its Subdivision Code) to serve each lot within the Property pursuant to construction plans acceptable to the City. Owner(s) shall dedicate easements required by the City for the dedication and acceptance of the extended sanitary sewer main.

**EXHIBIT E**  
**SEWER FEES**

Owner shall pay applicable recapture fees, and other fees of general applicability at the rate then in effect at the time of approval of any final Plat of Subdivision or Planned Unit Development. The City may agree to defer payment of such fees to the time of a structures connection to the City's Sanitary Sewer system, in which case the applicable fees will be the fees in place at the time of connection. Sewer connection fees shall be paid at the time a building permit is issued at the amount in effect at the time of connection.



## **EXHIBIT F**

### **PRELIMINARY WATER DESIGN PLAN**

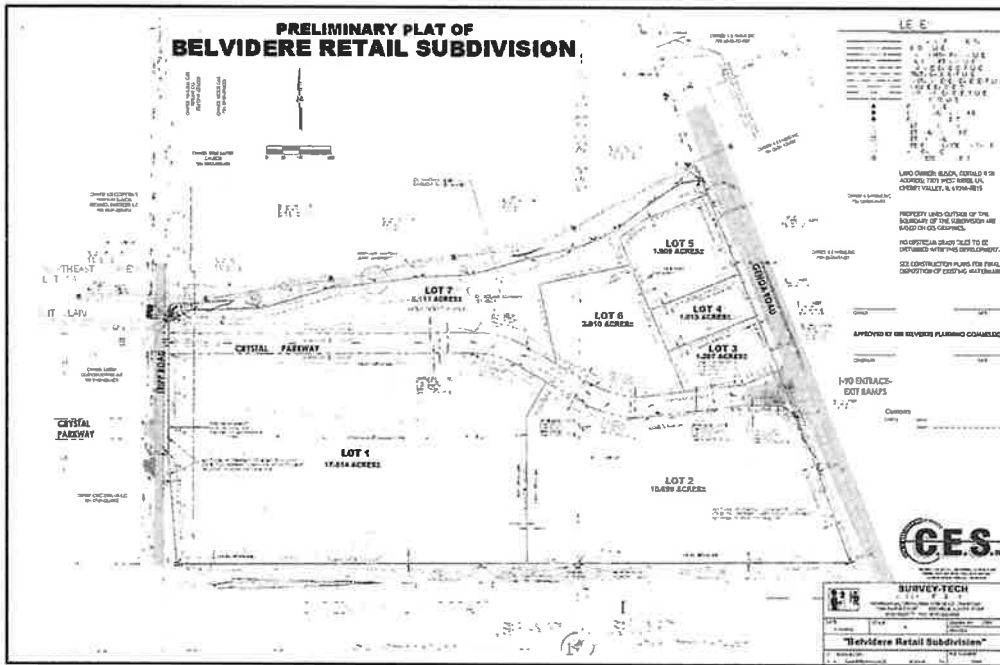
A City owned twelve (12") inch watermain already exists within the Property. Owner(s) shall dedicate an easement, acceptable to the City, for the existing watermain as depicted on the Plat of Subdivision. Owner(s) shall be solely responsible for any extension of the water system through the Property.

## **EXHIBIT G**

### **WATER FEES**

Owner shall pay applicable recapture fees, and other fees of general applicability at the rate then in effect at the time of approval of any final Plat of Subdivision or Planned Unit Development. The City may agree to defer payment of such fees to the time of a structures connection to the City's Water system, in which case the applicable fees will be the fees in place at the time of connection. Water connection fees shall be paid at the time a building permit is issued at the amount in effect at the time of connection.

**EXHIBIT H  
PRELIMINARY PLAT**



## **EXHIBIT I**

### **OFFSITE IMPROVEMENTS**

Owner(s) has conducted a traffic impact analysis, performed by an engineer acceptable to the City, to determine the improvements that must be made to existing rights of way and intersections adjacent to the Property. Owner(s) shall construct, at Owner(s) expense all improvements deemed necessary by the authority with jurisdiction over the relevant right of way. Examples of such improvements include, but are not limited to, construction of required lane modifications for a right in and/or right out on Genoa Road and any signalization modifications at Genoa Road and Crystal Parkway.

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

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

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

## EXHIBIT K

### MODIFICATIONS TO STANDARD AGREEMENT

The following provisions are hereby incorporated into and made a part of the Agreement between the undersigned for the annexation of the Genoa Road Parcel:

1. Development of Lot 2, Retail Fueling and Ancillary Establishments:
  - a) Upon annexation, Owner(s) shall develop Lot 2 as identified on the Preliminary Plat of Subdivision for Belvidere Retail attached as Exhibit H (hereinafter Lot 2) as a Planned Development with a super truck stop, video gaming machines, 3 quick service restaurants with two drive through facilities.
  - b) Lot 2 shall be developed as a Planned Development special use in conformance with the ordinance approving a planned development special use attached hereto and incorporated herein as Exhibit L to this Agreement and the Site Plan attached hereto as Exhibit C of this Agreement (the Site Plan). Lot 2 shall only be developed as a Planned Development pursuant to the City of Belvidere Municipal Code. In the event Lot 2 is subdivided prior to, or contemporaneously with, a Planned Development, the conditions and commitments contained herein shall apply to all new lots that were wholly contained within Lot 2. As a part of the Planned Development special use, and in partial consideration for entering into this Agreement, Owner(s) and City agree that upon annexation, the City will approve the ordinance attached as Exhibit L and that the following uses and deviations from the City of Belvidere Municipal Code will be specifically allowed:
    - 1) The following uses shall be approved as a part of the Planned Development for Lot 2. This list does not preclude owners from other lawful uses under the City of Belvidere Zoning Code.
      - i) in vehicle sales or service with drive through lanes and fuel pumps (150.105(C)(4)(B)(2)).
      - ii) indoor commercial entertainment – video gaming (150.105(C)(4)(B)(2)). If at the time Owner(s) apply for a video gaming location permit for the proposed truck stop, under local ordinances there are insufficient video gaming location permits available (Article XIV of Chapter 14 of the City of Belvidere Municipal Code), the City shall issue a video gaming location permit notwithstanding that fact and shall amend its ordinances as necessary to allow video gaming at the proposed truck stop.

- iii) Owner(s) shall erect, and the City shall approve, as a part of the special use, a mural upon the primary building on Lot 2 depicting local heritage of Boone County, Illinois. Owner(s) shall maintain the mural in good condition as a condition of the special use 150.1012(A)(1).
  - iv) Off-site signage (150.1010). Off-site storage shall be allowed.
- 2) Approved deviations (variations) from the City of Belvidere Municipal Code:
  - i) The planned development special use shall allow for free standing signs that exceed the sign requirements of the City of Belvidere Municipal Code (Article 10 of Chapter 150) as set forth in the Sign Exhibit attached as Exhibit K-1. Specifically, Owner(s) shall be entitled to construct a sign of up to 125 feet in height and 1,650 square feet in size (per sign face) on the South side of Lot 2 (150.1007(A)(1); Owners may construct a sign of 40 feet in height and up to 300 square feet (per sign face) on the north side of Lot 2 (150.1007(A)(1); and Owner(s) may construct up to four wall signs per wall of the fueling station shown on Sign Exhibit attached as Exhibit K-1 (150.1007(B)(1). Prior to commencing construction of any freestanding sign, Owner(s) shall provide the City full construction plans bearing a professional engineer's stamp indicating compliance with all applicable codes and laws and certifying the safety of the proposed sign.
  - ii) Owner(s) shall construct a privacy fence as shown on the Site Plan (Exhibit C), reasonably acceptable to the City, fronting upon Crystal Parkway and west of the truck stop entrance to screen the truck parking area as depicted upon the Site Plan. The privacy fence shall be between six (6) and seven (7) feet in height made of a pre-cast concrete material neutral in color as a deviation from the requirements of 150.712(C)(3). Final design and construction shall comply with all sight distance requirements so as not to obscure visibility for vehicles. Owner(s) shall maintain the fence in good condition as a condition of the special use.
  - iii) Other deviations as set forth on the Site Plan and the ordinance approving the special use Planned Development attached as Exhibit L shall also be approved as a part of the special use. These shall include: parking spaces may be smaller than permitted the City of Belvidere Municipal



Code, but not less than 162 square feet and not less than 9 feet in width 150.704(F)(7); lighting levels may be greater than .50 foot-candles at the Property line of Lot 2 not to exceed 6.9 foot-candles at the Property line of Lot 2 only as shown on the photometrics plan prepared on June 20, 2022 by LSI (150.707(3)(A)).

2. Development of Lots 1 and 3-7:

- a) It is anticipated that Lots 1 and 3-7 as identified on the Preliminary Plat of Subdivision for Belvidere Retail attached as Exhibit H will be developed with multiple uses including, but not necessarily limited to a hotel, retail center, restaurants, and warehouse/distribution center. Unfortunately, the parties are not prepared to begin development of Lots 1 and 3-7 immediately upon annexation. However, in order to facilitate future development of Lots 1 and 3-7 for retail, hotel, restaurants and warehouse/distribution uses, the parties agree to the following:
- b) Lots 1, and 3-7 shall only be developed as a Planned Development pursuant to the City of Belvidere Municipal Code. In the event Lots 1 and 3-7 are subdivided prior to, or contemporaneously with, a Planned Development, the conditions and commitments contained herein shall apply to all new lots that were wholly contained within Lots 1 and 3-7.
- c) The City agrees that Lots 1 and 3-7 will be developed as a Planned Development approving the following uses:
  - 1) In vehicle sales or service with drive through lanes
  - 2) Indoor Commercial Entertainment – video gaming (150.105(C)(4)(B)(2)). Owner(s) understand that the City currently allows no more than forty (40) locations within the City to provide video gaming terminals in accordance with the Video Gaming Act. If, at the time Owner(s) apply for a location permit(s) to operate video gaming terminals on Lot 3, 4, 5, and 6 of the Preliminary Plat (Exhibit H), in accordance with Article XIV of Chapter 14 of the City of Belvidere Municipal Code, there are insufficient location permits available, the City agrees that it will nonetheless approve up to four (4) location permits on Lots 3, 4, 5 and 6 for video gaming. The City will amend Article XIV of Chapter 14 as necessary to facilitate the additional locations.
  - 3) Commercial Indoor Lodging – Hotel (150.105(C)(4)(B)(2))
  - 4) Warehouse/Distribution Center
  - 5) Indoor sales or service
  - 6) Vehicle repair and maintenance

7) Off-site parking lots

d) The Planned Development may include, and the City shall approve the following deviations (variances) from the City of Belvidere Municipal Code:

1) Deviations as set forth on the Site Plan and the ordinance approving the special use Planned Development attached as Exhibit L shall also be approved as a part of the special use.

2) Pavement set-backs of less than five feet (5') shall be permitted adjacent to parking areas and areas subject to a cross access agreement to facilitate traffic movement on Lots 3-6 (150.105(C)(4)(G)(2)(c)).

3) Parking spaces may be smaller than permitted by code but not less than one-hundred and sixty-two (162) square feet (150.704(F)(7)) and not less than 9 feet in width.

4) The planned development special use shall allow for signs that exceed the sign requirements of the City of Belvidere Municipal Code (Article 10 of Chapter 150) as set forth in the Sign Exhibit attached as Exhibit K-1. Prior to commencing construction of any freestanding sign, Owner(s) shall provide the City full construction plans bearing a professional engineer's stamp indicating compliance with all applicable codes and laws and certifying the safety of the proposed sign.

e) Lots 1 and 3-7 shall only be developed as a Planned Development and Buyer shall submit a zoning application seeking a special use for a Planned Development for the improvements and activities set forth in this section. Off-site signage shall be permitted.

f) Owner(s) may elect to develop Lots 3-5 utilizing a shared access easement for a driveway to service multiple units. If Owner(s) shall create and record a cross access easement and maintenance agreement for the benefit of those units acceptable to the City. Owner(s) agree that the driveway, as shown upon the Exhibit C, shall be extended to the Northern most edge of the Property. Owners shall enter into a cross access agreement to benefit the property North of the Property when that northern property develops. This requirement shall be a note upon the final plat of subdivision as well as a condition requirement of any special use approved.

3. Tripp Road Recapture:

The City of Belvidere established a recapture ordinance for certain improvements made to Trip Road pursuant to Ordinance 531H. The Property is subject Ordinance 531H and as such payment of the recapture amount is due upon annexation of the Property.

4. Prior to, or immediately upon, execution of this Agreement, Owner(s) shall apply for preliminary plat approval of the Preliminary Plat attached hereto as Exhibit H.

Contemporaneously, Owner(s) shall apply for final plat approval of Lots 1-7-as shown on the Preliminary Plat as well as approval of a Planned Development special use for Lot 2 in conformance with the Site Plan, Preliminary Plat and the Planned Development special use ordinance attached as Exhibit L.

5. Tax Share Relating to Development of Lot 2. In light of the significant economic investment and the tax revenue which will be generated by the activities and improvements OM Belvidere Group, LLC will place on Lot 2, and the needs of the OM Belvidere Group, LLC in financing the Planned Development, the City agrees to share the sales taxes generated from Lot 2 as follows:

- a) The City agrees to rebate to OM Belvidere Group, LLC fifty percent (50% of the City's Sales Tax Revenue generated by retail activities on Lot 2 of the Belvidere Retail Subdivision until OM Belvidere Group, LLC receives a rebate reimbursement of \$4,000,000 from the City. Any reimbursement to OM Belvidere Group, LLC shall exclude sales tax revenue generated by businesses who relocate from within the corporate limits of the City.
- b) For purposes of this provision, the terms "Sales Tax" and "Sales Tax Revenue", mean the net portion of taxes imposed by the State of Illinois (hereinafter referred to as "State") for distribution to the City pursuant to the Retailers Occupation Tax (35 ILCS 120/1 et seq.) and the Service Occupation Tax (35 ILCS 115/1 et seq.), including any home rule or non-home rule Municipal Retailers Occupation Tax or Service Occupation Tax (65 ILCS 5/8-11-1, 5/8-11-1.3, 5/8-11-1.4, 5/8-11-5.). Sales tax and Sales Tax Revenue shall also include (a) the City's portion of Video Gaming revenues in accordance with section 60 and section 75 of the Illinois Video Gaming Act (230 ILCS 40/1 et seq.) and (b) Motor Fuel Taxes actually received by the City of Belvidere pursuant to Illinois Motor Fuel Tax Law (35 ILCS 505/1 et seq.) as well as taxes actually received by the City of Belvidere pursuant to its Local Motor Fuel Tax (Article X of Chapter 106 of the City of Belvidere Municipal Code). Sales Tax and Sales Tax Revenue shall not include any other tax or fee of any kind, including but not limited, property taxes or taxes upon the sale of food or beverage which benefit the Community Building Complex Committee of Boone County.
- c) The City's obligation to rebate sales tax revenue shall cease upon the payment of \$4,000,000.00. The City's obligation to rebate sales tax revenue as set forth herein shall survive the termination of this agreement.
- d) OM Belvidere Group, LLC shall cause copies of all sales tax returns and Motor Fuel Tax returns or documents filed with the Illinois Department of Revenue by any business upon Lot 2 which generates Sales Tax Revenues to be provide to the City. Each Tax Return submitted to the City shall be accompanied by a certificate of the retailer filing such Tax Return that it is a true and correct copy of the Tax Return filed with the Illinois Department of Revenue and certifying that all taxes due thereon are paid. Copies of tax returns shall be submitted to the City within thirty (30) days of filing with the Illinois Department of Revenue, and in the event

of any delay by OM Belvidere Group, LLC to furnish the tax documents, the City shall delay its rebate payment until the tax returns are submitted to the City. The City's obligation to rebate 50% of the Sales Tax Revenue under this provision is contingent upon receiving the Sales Tax Returns and certification of payment.

- e) The City shall seek to enter into an agreement with the Illinois Department of Revenue allowing it to review Sales Tax returns and Sales Taxes paid to the State. In the event, such capability is established the City may rely upon the data from the Illinois Department of Revenue to calculate the Sales Tax abatement due. If necessary, OM Belvidere Group, LLC shall provide the City with written authorization to the Illinois Department of Revenue (in such form as required by the Illinois Department of Revenue) and to furnish the City with copies of tax returns or SPI forms (or such similar forms as may then be in use and effect) in order to disclose receipts attributable to each retail store located on Lot 2 (and the amount of Sales Tax Revenue actually paid to the Illinois Department of revenue).
  - f) With respect to Sales Tax Revenue generated under the Video Gaming Act, the City shall rely upon the Video Gaming Report generated by the Illinois Gaming Board. In the event that report is no longer generated in the future, the parties shall agree to an alternative method of calculating the rebate owed resulting from Video Gaming.
  - g) Upon receipt of Sales Tax Revenue, the City shall cause 50% of such revenue until OM Belvidere Group, LLC receives an aggregate reimbursement of \$4,000,000 to be deposited into a designated fund or account line item of the City which shall be known as the Sales Tax Rebate Fund. All payments to OM Belvidere Group, LLC, shall be made from the Sales Tax Rebate Fund and the City's obligation to rebate Sales Tax Revenue under this Agreement is limited to a rebate of Sales Tax Revenue with respect to Lot 2 actually received by the City and deposited in the Sales Tax Rebate Fund and is non-recourse to other funds or sums of money held or received by the City.
  - h) The City shall make Sales Tax rebate payments to OM Belvidere Group, LLC on a quarterly basis with payments commencing the first quarter following the payment of Sales Tax Revenue by a business located on Lot 2 . All amounts paid will be due and owing and paid solely from the Sales Tax Revenues received by the City for the preceding calendar quarter.
  - i) In the event OM Belvidere Group, LLC does not develop Lot 2 in conformance with the Planned Development special use (Exhibit L) and the Site Plan within two years of the date of this Agreement, the incentives provided for in this section shall terminate and the City shall not be obligated to rebate any Sales Tax Revenue or other revenues with respect to Lot 2.
- 7) The curb cut entrances to Lot 2, as shown on Exhibit C, are not guaranteed and are subject to the approval by all agencies with jurisdiction of that portion of Genoa Road or having any jurisdictional control.



City: City of Belvidere,  
an Illinois Municipal Corporation

by: \_\_\_\_\_  
Mayor Clinton Morris

ATTEST:

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

**OWNER:**  
Belvidere Retail, LLC

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

Subscribed and Sworn to  
before me this \_\_\_\_ day,  
of \_\_\_\_\_, \_\_\_\_\_.

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

**OWNER:**  
OM Belvidere Group, LLC

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

Subscribed and Sworn to  
before me this \_\_\_\_ day,  
of \_\_\_\_\_, \_\_\_\_\_.

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

**OWNER:**

Donald K. Bush Sr.

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

Subscribed and Sworn to  
before me this \_\_\_\_ day,  
of \_\_\_\_\_, \_\_\_\_\_.

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



**EXHIBIT L**  
**PLANNED COMMUNITY DEVELOPMENT ORDINANCE**  
**LOT 2**



**RESOLUTION NO. \_\_\_\_\_**

**CITY OF BELVIDERE**

**A Municipal Corporation**

**BOONE COUNTY, ILLINOIS**

**A Resolution Authorizing Participation in the  
ComEd Green Region Program  
for the 6<sup>th</sup> Street Waterway Improvement Project**

**WHEREAS**, the City of Belvidere, a Municipal Corporation, desires to undertake the 6<sup>th</sup> Street Waterway Improvement Project as part of the 2022 ComEd Green Region Program; and

**WHEREAS**, the Applicant desires to apply to the ComEd Green Region Program for a grant for the purpose of carrying out this project; and

**WHEREAS**, the Applicant has received and understands the current ComEd Green Region [Program Guidelines](#).

**THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Belvidere hereby approves this project and authorizes application to the ComEd Green Region Program in the amount of \$10,000.00, and

**BE IT FURTHER RESOLVED, THAT** the Applicant commits to the expenditure of matching funds in the amount of \$250,000.00 necessary for the project's success.

**SO RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

***Attest:***

***Seal:***

          Sarah Turnipseed            
*Name*

          City Clerk            
*Position*

\_\_\_\_\_  
*Signature*

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 8/4/2022  
**Re:** Storm Water Utility Survey Results

---

Fehr-Graham, and their sub-consultant, Wood Environment & Infrastructure Solutions, has completed Items #1, #2, #3 and #5 of the Task 2 Outreach portion of the storm water utility implementation plan to educate the residents and gather their feedback on the function of a storm water utility prior to the City Council's deliberation on establishing a storm water utility.

A public outreach meeting was held on Thursday July 7<sup>th</sup> from 5:00 PM to 7:00 PM. Only one resident and three aldermen attended that meeting.

Storm Water Surveys were included in Boone County Shoppers that were sent to all Belvidere residents. According to the latest census data, Belvidere has approximately 9,180 housing units. 128 surveys were filed electronically and 71 surveys were sent to City Hall for a total of 199 surveys returned. A summary of the survey results is as shown below:

Question #1: Flooding in Belvidere is ...

A large problem	32
A small problem	86
Not a problem	73

Question #2: Flooding has occurred on my block ...

Yes	40
No	155

Question #3: I've had property loss due to flooding ...

Yes	18
No	176

Question #4: Belvidere is considering a stormwater fee to help fund stormwater improvements and reduce flooding. These improvements are much larger than what can be paid for with the current budget. The recommended fee would be approximately \$3.67 per month for residential properties. Share your opinion of the fee ...

Fair	72
Too Much	117

Question #5: Other options were considered and have been utilized to fund stormwater and flooding improvements. Please choose the option you feel is most appropriate . . .

Stormwater Fee	76
Property Tax	5
Special Service Area	64
Sales or Gas Tax Increase	17

\$86,100 remains in the current budget for the implementation of a storm water utility for the City of Belvidere. At this point, the Council can decide to:

- 1) Proceed with the establishment of a storm water utility.
- 2) Proceed with additional outreach consisting of five stakeholder meetings, a second public outreach meeting and additional marketing (Tasks #4, #6 and #8) at an approximate cost of \$25,000.
- 3) Forego the establishment of a storm water utility at this time.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 8/3/2022  
**Re:** Southwest Elevated Tank Rehabilitation – Construction Services Amendment

---

Strand Associates, our engineer for this project, has submitted a request (copy attached) to increase the construction services agreement for the Southwest Tank Rehabilitation Project from \$39,000.00 to \$46,500.00. The \$7,500.00 increase is due to creating two contracts, one for the repair of the leaking expansion joint and one for the painting. In addition, the painting work has been delayed and is scheduled to begin in August and completed by October 2022.

I would recommend approval of the increase to the construction services agreement for the Southwest Tower Rehabilitation Project in the amount of \$7,500.00. This work will be paid for from Line Item #61-1780.



Strand Associates, Inc.<sup>®</sup>  
910 West Wingra Drive  
Madison, WI 53715  
(P) 608.251.4843  
www.strand.com

July 29, 2022

Mr. Brent Anderson  
City of Belvidere  
401 Whitney Boulevard  
Belvidere, IL 61008

Re: Southwest Elevated Tank Rehabilitation  
City of Belvidere, Illinois (City)

Dear Mr. Anderson:

This letter summarizes tasks completed to date and upcoming tasks needed to complete the Southwest Elevated Tank Rehabilitation project. Engineering tasks for this project are described in the Agreement for General Services dated June 30, 2020, and include design, bidding-, and construction-related services for repairs and repainting of the elevated tank.

Strand Associates, Inc.<sup>®</sup> (Strand) anticipated all the repairs and repainting work would be included in one set of bidding documents with the work completed as part of one construction contract in the 2021 painting season. The proposed repairs included replacement of the expansion joint in the tank riser pipe, which had problems with periodic leaks. Around the time Strand started design on the project in July 2020, the expansion joint leak became progressively worse and needed immediate attention. Because replacement of the expansion joint could not wait until spring 2021, the City chose to separate the project into two construction contracts. The first contract, Contract 1-2020, included replacement of the expansion joint, which was not dependent upon warm weather. The second contract, Contract 2-2020, included tank repainting and miscellaneous repairs to be completed in 2021.

Contract 1-2020 was bid in October 2020 and the work was complete by the end of January 2021.

Bids for Contract 2-2020 were opened on March 18, 2021. After reviewing the bids, the City determined two of the bidders were not responsive and the City Council voted to reject the bids, waive the bidding requirement, and negotiate a contract with Jetco, Ltd. The Contract was awarded to Jetco, Ltd. in August 2021 and included a completion date of May 31, 2022.

After additional delays because of Contractor's schedule, Strand coordinated a Preconstruction Conference meeting held on July 25, 2022. Contractor provided a schedule showing work beginning in August 2022 with completion in October 2022.

Over the course of the project, Strand spent approximately 60 hours of additional effort related to preparing two sets of bidding documents and administering two construction contracts. The construction schedule also shifted and is now scheduled for completion more than one year later than anticipated. Because of the additional efforts and project delays, Strand requests an engineering amendment in the amount of \$7,500. This would increase the engineering agreement amount from \$39,000 to \$46,500 and cover the remaining construction administration and construction observation tasks.

MJF:\GIS\MAD\1300-1399\1387019\Project Mgmt\Agreements\ltr.belv.eng.amnd.072922.docx

Mr. Brent Anderson  
City of Belvidere  
Page 2  
July 29, 2022

Thank you for your consideration and we look forward to successful completion of the project.

Please call 608-251-4843 if you have any questions.

Sincerely,

STRAND ASSOCIATES, INC.®

A handwritten signature in cursive script, appearing to read "Mike Forslund".

Michael J. Forslund, P.E.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** August 2, 2022  
**Re:** Southwest Tower Logo

---

Attached to this memo are renderings of optional logos for the southwest water tower repainting project and their associated costs. The new logos match the "Welcome to Belvidere" signs and would be a bit bolder than the existing logo. The current contract cost includes replacing the existing logo as is.

I would recommend that we use the updated Belvidere City of Murals logo at an additional cost of \$10,000. This cost would be paid for from Line Item #61-1780.

A photograph of a water tower against a clear blue sky. The tower has a spherical upper section and a cylindrical lower section. The spherical section is painted white and features the name 'BELVIDERE' in large, dark, serif capital letters. Below it, in smaller, dark, serif capital letters, is the text 'CITY OF MICHIGAN'. The lower cylindrical section is painted a dark, possibly black or dark blue, color. The tower is supported by a single vertical pipe.

BELVIDERE  
CITY OF MICHIGAN





+\$6,000.00

**BEKVIDERE**



+\$10,000.00

**BEKVIDERE**  
★ CITY OF MURALS ★



+\$14,000.00

WELCOME TO  
**BEKVIDERE**  
★ CITY OF MURALS ★

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 8/3/2022  
**Re:** Logan Avenue Rehabilitation Project – Change Orders

---

The following change orders are required as part of the Logan Avenue Rehabilitation Project:

Change Order #1: \$3,478.96

Provide a sanitary sewer cleanout and repair that was not included in the plans.

Change Order #2: \$2,328.08

Replacement of 23 lineal feet of 24" storm sewer that was found to be in bad condition once excavated.

Change Order #3: \$2,886.67

Removal of discontinued lead water service that was discovered during excavation.

I would recommend approval of Change Orders #1, #2 and #3 at a total cost of \$8,693.71, for the Logan Avenue Rehabilitation Project. These changes represent a 0.3% increase to the original contract amount of \$2,671,812.59. This work will be paid for from Line Item #10-5-310-8021.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 8/3/2022  
**Re:** Irene – Hawkey 16" Watermain Extension

---

In order to maintain the maximum water capacity to serve the new Kelly Farms Subdivision, a 16" watermain extension needs to be completed from the existing watermain located at the corner of Hawkey and Indy to the subdivision limits on Irene Road, a distance of approximately 2,850 lineal feet.

Attached to this memo is a proposal from CES, Inc. to provide the design engineering of this watermain extension in the lump sum amount of \$27,400.00. The budgetary construction cost estimate for this project is \$725,000.

I would recommend approval of the engineering services work authorization from CES, Inc, in a lump sum amount of \$27,400.00, to complete the design engineering for the 16" watermain extension from along Hawkey Drive and Irene Road. This work will be paid for from Line Item #61-1780.



C.E.S. Inc. – Main Office  
700 West Locust Street  
Belvidere, Illinois 61008  
Phone: (815) 547-8435  
Fax: (815) 544-0421

C.E.S. dba Survey-Tech  
104 A Maple Court  
Rochelle, IL 61068  
Phone: (815) 562-8771  
Fax: (815) 562-6555

[Kevin.Bunge@Civilideas.com](mailto:Kevin.Bunge@Civilideas.com)

## WORK AUTHORIZATION

**Date:** July 22, 2022

**Subject:** Irene and Hawkey 16" Watermain extension

**Requested by:** City of Belvidere – Brent Anderson

**General scope of work to be completed:**

C.E.S. Inc. will prepare Construction Plans, Specifications and Bid Documents for the proposed 16" Water Main Extension as illustrated on the included Exhibit. Approximate length is 2,850 LF.

Final Design Documents to include: topographic survey, construction plans, Railroad boring/crossing permit application (but not fees), specifications, standard details, I.E.P.A. permit application, SHPO and ECOcat clearance requests; summary of quantities; and one bid package including bid and contract documents.

Not included in the quoted fees:

Land Acquisition plats or surveys; Temporary or Construction Easement documents; Revisions due to changes in the scope or limits or alignment of project after our work has commenced; Application fees to any agency; Soil Bores; Construction staking or observation; Negotiations with property owners for easement or access rights.

Soil Borings (if required) to be subcontracted with approved consultant – cost to be passed through to City without markup. Cost is NOT included in lump sum fees.]

**Fees:** Lump sum of \$ 27,400 (appx 3.8% of \$725,000 preliminary cost ballpark)

\_\_\_\_\_  
Approval of Quote and Authorization to proceed (Owner/Client)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name (Owner/Client)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization (Owner/Client)

Please deliver, mail, e-mail, or fax completed Work Authorization to C.E.S. Inc. at  
[Kevin.Bunge@civilideas.com](mailto:Kevin.Bunge@civilideas.com)

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** August 2, 2022  
**Re:** Vacation Carry-Over – Jack Butenshoen

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Jack Butenshoen suffered a fall at his home and has been off work since May 27<sup>th</sup> and he is not expected back to work until sometime in September. His anniversary date is August 20<sup>th</sup> and he will be unable to use his 20 days of vacation prior to his anniversary date.

Due to these unique circumstances, I would recommend the carryover of 20 vacation days for Jack Butenshoen.



**BELVIDERE**  
***POLICE***

*Matthew Wallace*  
*Deputy Chief—Investigations*

*Shane Woody*  
*Chief of Police*

*Patrick Gardner*  
*Deputy Chief—Patrol*

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615 N. Main Street - Belvidere, IL 61008 - Phone: 815-544-9626 - Fax: 815-544-9603 - [www.ci.belvidere.il.us](http://www.ci.belvidere.il.us)

**TO: MAYOR MORRIS AND CITY COUNCIL**  
**FROM: CHIEF SHANE WOODY**  
**DATE: AUGUST 8, 2022**  
**RE: MOTION TO ACCEPT DONATION**

Please be advised that the Belvidere Police Department has received a donation from Paul and Dorothy Hale in the amount of \$100.00.

**Motion: To accept the donation of \$100.00, check #4435, from Paul and Dorothy Hale, to be used for a purchase to be determined at a later date.**

SW/sd

**RESOLUTION**

**RELEASE OF CERTAIN EXECUTIVE  
SESSION MINUTES PURSUANT TO 5 ILCS 120/1 Et. Seq.**

WHEREAS, the Corporate Authorities of the City of Belvidere have met, from time to time, in executive session for purposes authorized by the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) (Hereinafter the Act); and

WHEREAS, pursuant to the Act, the Mayor and City Council have met in closed session to review the minutes of all closed sessions to determine if it is necessary to protect the public interest, or the privacy of any individual, by keeping said minutes confidential; and

WHEREAS, the Mayor and City Council determined that a need for confidentiality still exists as to the executive session minutes identified on the attached Schedule A; and

WHEREAS, the Mayor and City Council determined that the minutes of the meetings listed on the attached Schedule B no longer require confidential treatment and should be made available for public inspection.

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

Section 1: The Executive Session minutes from those meetings set forth on Schedule B, attached hereto and incorporated herein are hereby released. The City Clerk is hereby authorized to make said minutes available for public inspection and copying in accordance with the standing procedures of the office of the City Clerk.

Section 2: The City Clerk is also authorized and directed to destroy the verbatim record, if any, of the executive sessions identified in Schedule B for destruction, but only in compliance with Section 2.06 of the Open Meetings Act (5 ILCS 120/2.06).

Ayes:  
Nays:  
Absent:

Date Approved:

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

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

## **SCHEDULE A**

October 19, 2020  
October 26, 2020  
August 3, 2020  
August 2, 2021  
October 11, 2021  
January 10, 2022  
January 24, 2022  
May 2, 2022  
May 16, 2022  
June 6, 2022

## **SCHEDULE B**

February 1, 2021  
May 10, 2021  
January 18, 2022  
February 28, 2022  
March 28, 2022  
April 4, 2022  
April 25, 2022  
January 27, 2022